

# Award Form

This Award Form creates the Contract between the Buyer and the Supplier under the CQC Research and Evaluation Multi-Lot Framework Agreement. It summarises the main features of the Buyer's requirements and includes the Buyer and the Supplier's contact details.

The Schedules referred to in this Award Form are to the Schedules to the Call-Off Terms and Conditions unless stated otherwise.

<b>1. Buyer</b>	<b>CARE QUALITY COMMISSION (CQC)</b> of City Gate, Gallowgate, Newcastle upon Tyne NE1 4PA ( <b>the Buyer</b> ).
<b>2. Supplier</b>	Name: Cambridge University Technical Services Limited Address: The Old Schools, Trinity Lane, Cambridge, CB2 1TS Registration number: 5749230
<b>3. Contract</b>	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables - CQC seek to commission a Rapid Literature Review on Adult Community Mental Health, focused on community mental health provision for working-age adults across various service types, including crisis and home treatment teams.</p> <p>This research aims to review, collate and draw out themes of published findings to inform the final scope of a 2-year Mental Health Trust inspection programme of all 51 relevant trusts across England. – see Annex 1 (Specification) to this Award Form for full details.</p> <p>This Award Form is issued pursuant to the CQC Research and Evaluation Multi-Lot Framework Agreement, EP&amp;S 052</p>
<b>4. Contract reference</b>	CQC EP&S 087, Adult Community Mental Health Literature Review, Lot 4
<b>5. Buyer Cause</b>	Additional costs or adverse effect on performance have been caused by the Supplier as a result of being provided with fundamentally misleading information by or on behalf of the Buyer and the Supplier could not reasonably have known that the information was incorrect or misleading at the time such information was provided.

<b>6.</b>	<b>Collaborative working principles</b>	The Collaborative Working Principles do not apply to this Contract. (See Clause 3.1.3 for further details.)
<b>7.</b>	<b>Financial Transparency Objectives</b>	The Financial Transparency Objectives do not apply to this Contract. (See Clause 6.3 for further details.)
<b>8.</b>	<b>Start Date</b>	28 <sup>th</sup> October 2024
<b>9.</b>	<b>Expiry Date/  Initial Term</b>	13 <sup>th</sup> December 2024 Initial Term means a period starting on the Start Date and ending on the Expiry Date.
<b>10.</b>	<b>Extension Period</b>	NOT APPLICABLE
<b>11.</b>	<b>Ending this Contract without a reason</b>	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3 provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 1 Month.
<b>12.</b>	<b>Incorporated Terms</b> (together these documents form the " <b>this Contract</b> ")	<p>The following documents are incorporated into this Contract.</p> <ul style="list-style-type: none"> <li>(a) This Award Form including the Annexes.</li> <li>(b) the Call-Off Terms and Conditions including the Schedules.</li> <li>(c) the Framework Agreement including the Schedules.</li> </ul> <p>If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> <li>1) the Call-Off Terms and Conditions including the Schedules.</li> <li>2) This Award Form and Annexes except Annex 2.</li> <li>3) the terms of the Framework Agreement, the Schedules to the Framework Agreement except Schedule 4 (the Service Provider's Tender).</li> <li>4) any other document referred to in the clauses of the Contract.</li> <li>5) Annex 2 (Supplemental Direct Award response) to the Award Form, unless any part of the Supplemental Direct Award response offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute</li> </ul>

		<p>discretion), in which case that part of the Supplemental Tender will take precedence over the documents above.</p> <p>6) Schedule 4 to the Framework Agreement (the Service Provider's Direct Award response) unless any part of the Service Provider's Direct Award response offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Service Provider's Direct Award response will take precedence over the documents above.</p>
13.	<b>Special Terms</b>	<p>1) <b>Special Term 1 – Data Processing</b> – Clause 18.1 of the Call Off Terms and Conditions shall be varied as follows:  <i>The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Annex 3 to this Award Form.</i></p> <p>Special Term 2 - NOT APPLICABLE</p> <p>Special Term 3 - NOT APPLICABLE</p>
14.	<b>Buyer's Environmental Policy</b>	NOT APPLICABLE
15.	<b>Social Value Commitment</b>	The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in the Framework Agreement and provide the Social Value Reports as set out in Schedule 26 (Sustainability)
16.	<b>Buyer's Security Requirements and Security and ICT Policy</b>	<a href="https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.cqc.org.uk%2Fsites%2Fdefault%2Ffiles%2F2024-02%2F20240220_CQC_Information_Governance_Policies.odt&amp;wdOrigin=BROWSELINK">https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.cqc.org.uk%2Fsites%2Fdefault%2Ffiles%2F2024-02%2F20240220_CQC_Information_Governance_Policies.odt&amp;wdOrigin=BROWSELINK</a>
17.	<b>Charges</b>	<p>£40,320.00 including VAT</p> <p>Details in Annex 2 to this Award Form and Schedule 3 of Call-Off Terms and Conditions (Charges)</p>
18.	<b>Estimated Year 1 Charges</b>	£40,320.00 including VAT

19.	Reimbursable expenses	<p><b>None.</b></p> <p>Any expense that the Buyer may in its absolute discretion allow must be approved by the Buyer prior to being incurred and must be in accordance with the Buyer's relevant policy.</p>
20.	Payment method	BACS
21.	Service Levels	NOT APPLICABLE
22.	Liability	<p>In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £1 <b>million</b> or <b>150%</b> of the Estimated Yearly Charges.</p> <p>In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being <b>£5 million</b>.</p>
23.	Cyber Essentials Certification	Not required
24.	Progress Meetings and Progress Reports	Weekly update by email and Teams meetings as required
25.	Guarantor	NOT APPLICABLE
26.	Virtual Library	NOT APPLICABLE
27.	Supplier's Contract Manager	<div style="background-color: black; height: 1em; width: 100%;"></div> <div style="background-color: black; height: 1em; width: 100%;"></div> <div style="background-color: black; height: 1em; width: 100%;"></div>
28.	Supplier Authorised Representative	<div style="background-color: black; height: 1em; width: 100%;"></div> <div style="background-color: black; height: 1em; width: 100%;"></div> <div style="background-color: black; height: 1em; width: 100%;"></div>

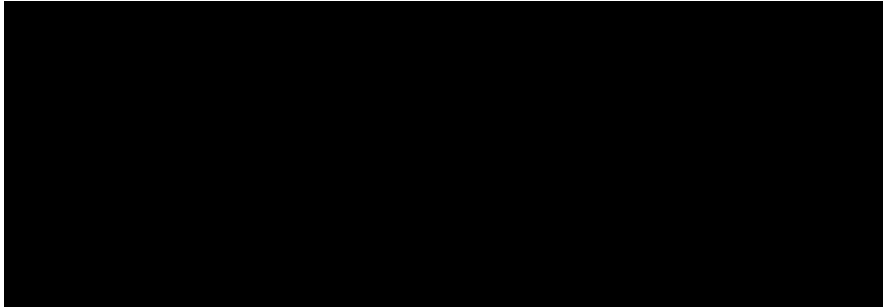
29.	<b>Supplier Compliance Officer</b>	NOT APPLICABLE
30.	<b>Supplier Data Protection Officer</b>	<div>██████████</div> <div>██████████</div> <div>████████████████████</div>
31.	<b>Supplier Marketing Contact</b>	NOT APPLICABLE
32.	<b>Key Subcontractors</b>	<b>Key Subcontractor 1</b> Name (Registered name if registered): University of Birmingham Registration number (if registered): RC000645 Role of Subcontractor: Delivery of requirement
33.	<b>Buyer Authorised Representative</b>	<div>██████████</div> <div>████████████████████</div> <div>████████████████████</div>

This Agreement has been entered into on the date stated at the beginning of it.

**IN WITNESS** of which this Contract has been duly executed by the parties.

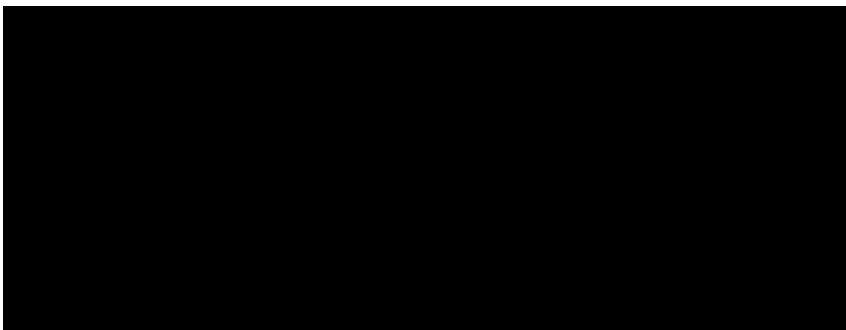
SIGNED for and on behalf of **CARE QUALITY COMMISSION**

Authorised Signatory:

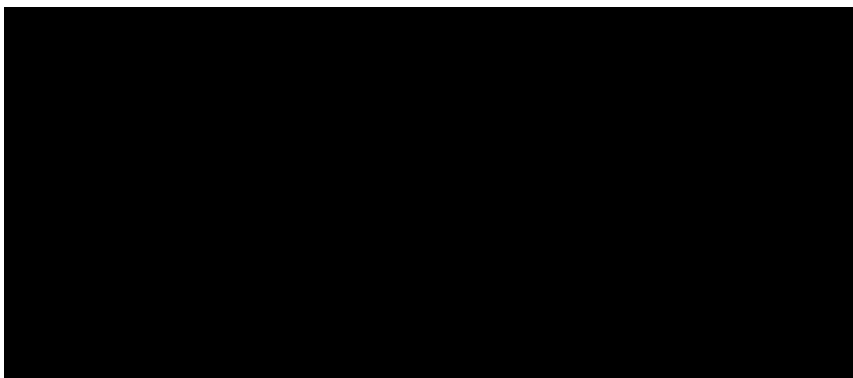
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SIGNED for and on behalf of **CAMBRIDGE UNIVERSITY TECHNICAL SERVICES LIMITED**

Authorised Signatory 1:

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Authorised Signatory 2:

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## **Annexes**

**Annex 1: Specification**

**Annex 2: Supplier's Direct Award Response**

**Annex 3: Data Processing Schedule – NOT APPLICABLE**

## Annex 1 – Specification

We seek to commission a Rapid Literature Review on Adult Community Mental Health, focused on community mental health provision for working-age adults across various service types, including crisis and home treatment teams.

This research aims to review, collate and draw out themes of published findings to inform the final scope of a 2-year Mental Health Trust inspection programme of all 51 relevant trusts across England.

CQC is committed to this inspection programme following the publication of our report into Nottinghamshire Healthcare NHS Foundation Trust (NHFT) under our section 48 powers. We were asked to carry out this work by the former Secretary of State following the conviction of Valdo Calocane earlier this year for the killings of Ian Coates, Grace O'Malley-Kumar and Barnaby Webber. NHFT is the NHS trust where Valdo Calocane was treated. Outputs from the inspection programme will include thematic reports, focusing on good practice, recommendations and an improvement resource.

The key research questions are:

- What is the literature saying about Adult Community Mental Health?
- What examples of good practice, innovation and quality provision are available?
- What evidence is available around patient safety?
- What evidence is available around public safety?

The rapid review must include access, quality, patient care, and public safety, with a focus on:

- Good practice and quality provision
- Poor practice and areas of particular concern
- Examples of barriers to timely access to services and approaches to address these
- Themes and priority areas from community mental health provider strategies over the last two years
- Medicines Optimisation in community mental health settings and at the interface with other services
- Gaps in the knowledge base and recommendations around addressing these.

We expect the rapid review to identify:

- Good practice and guidance which can be incorporated into the service improvement resource.
- Recommendations for CQC to incorporate into their approach to the 2-year Adult Community Mental Health Trust inspection programme.



The review should exclude all-age eating disorders and neurodiversity teams.

The rapid review should include research reports, evaluations, case studies and literature reviews in the subject area. CQC has a good analytical base of evidence and will provide a starting list of key documents. The supplier must reflect work already undertaken by CQC's Data and Insight team as part of the [community mental health survey](#).

The outputs required from this research and milestones are:

- Draft report by mid-November 2024.
- Workshop / presentation with project team to discuss findings and recommendations mid-November (in person at CQC venue and date to be confirmed).
- A final report, with accessible executive summary and high-level summary suitable for publication on our website, by 29th November 2024.
- Summary slides to enable dissemination to wider team and partners.
- Delivering a presentation for a wider internal audience around Community MH (virtually via MSTeams), date to be confirmed.

Key considerations when selecting our research partner will include:

- The skills and expertise to undertake this work
- Demonstrable expertise in regulation, health and social care (ideally including Mental Health).

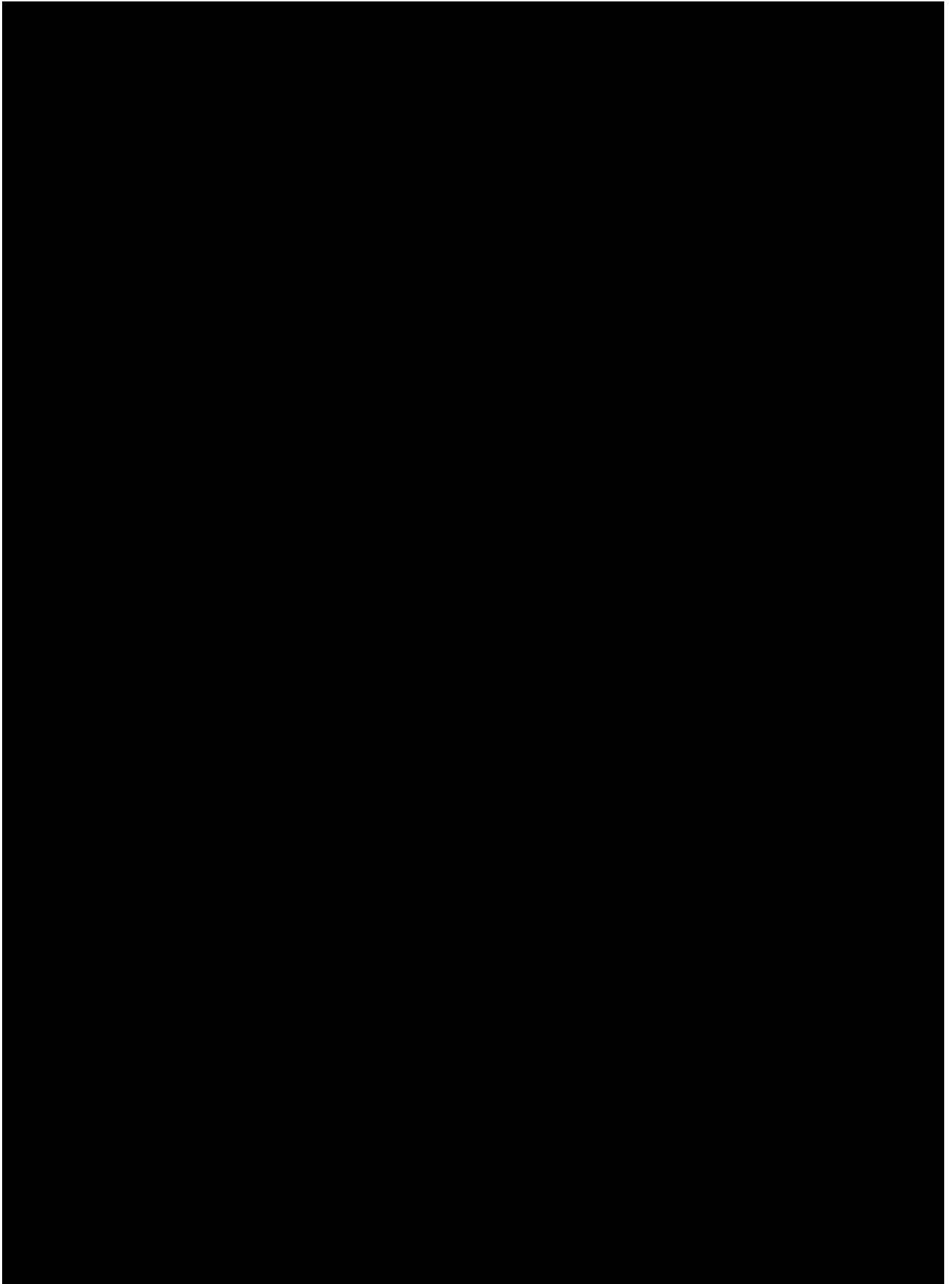
Putting people at the heart of what we do is very important. We ask that bidders outline how the views of people who use services will be highlighted in the analysis.

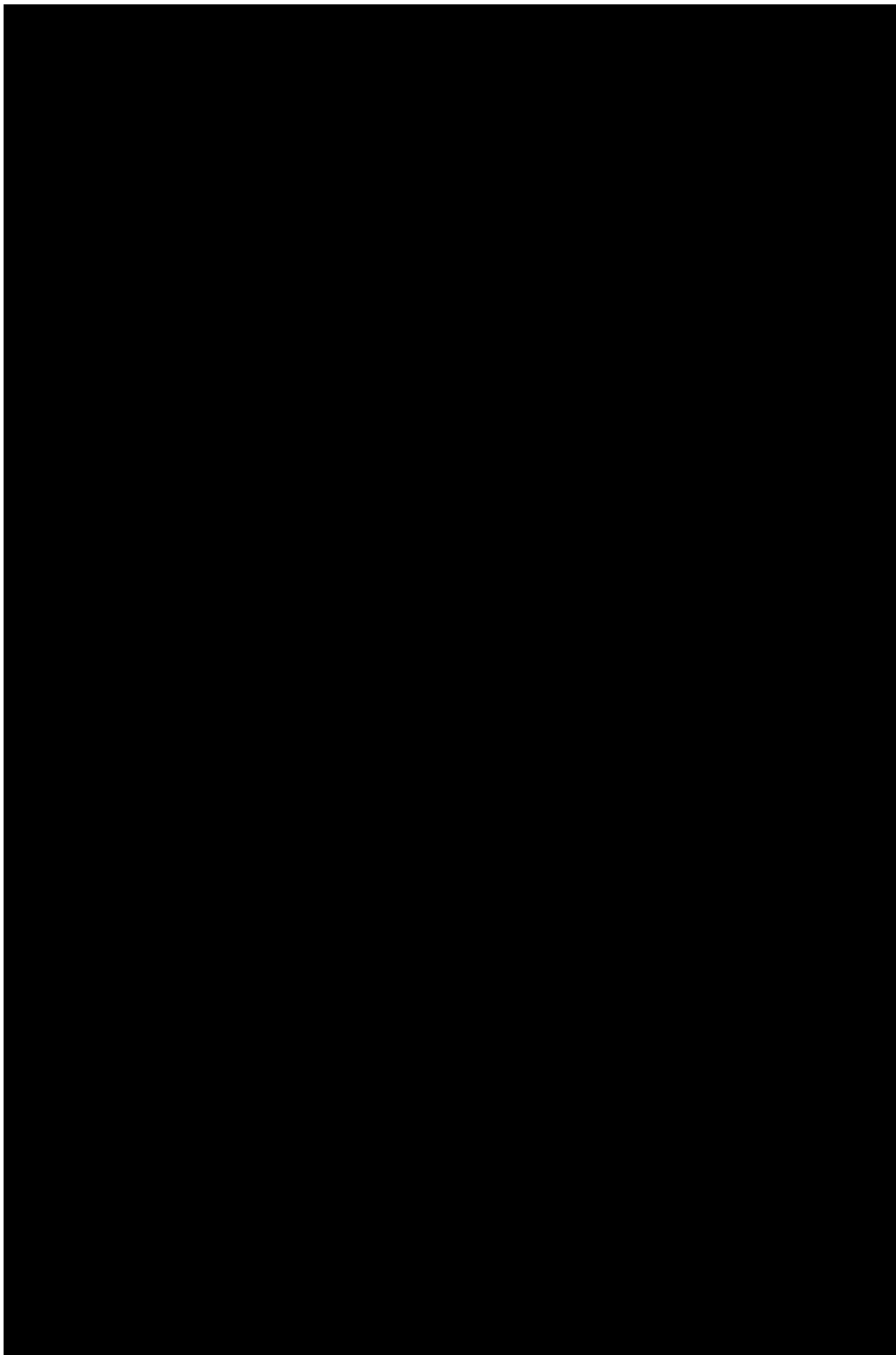
The tenderer should set out how they intend to ensure knowledge transfer to the Authority as part of this work. This includes the transfer of insight, expertise, capabilities, and learning.

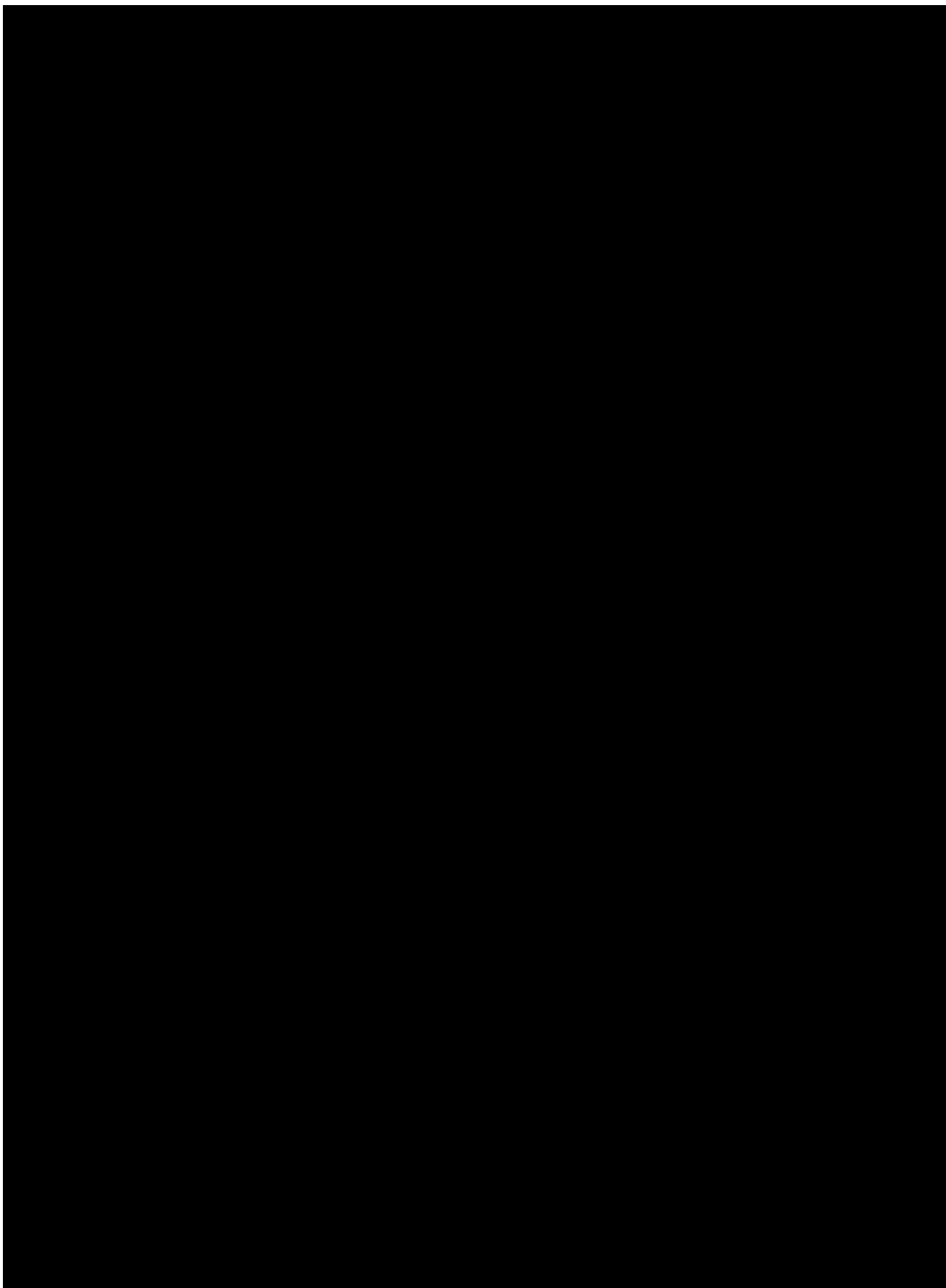
**Key Performance Indicators (KPIs)**

<b>Indicator</b>	<b>Measured by</b>	<b>Target</b>	<b>Review Frequency</b>
Timely delivery of quality outputs	Delivery of project plan for review by CQC.	By the point set in the tenderer's timeline and in line with the milestones set out in section one.	Weekly for duration of contract.
	Draft report mid-November 2024		
	Workshop / presentation mid-November		
	Final report by 29 <sup>th</sup> November 2024		
	Summary slides		
	Wider presentation December, date tbc		
Collaboration	There is regular contact and engagement with the Authority on the work.	As stipulated in section one of this document and in the supplier's quality response.	Weekly for duration of contract.
	The Authority is provided with plans, research instruments, and outputs for review and comments are acted upon.		
	There is effective knowledge transfer to CQC.		

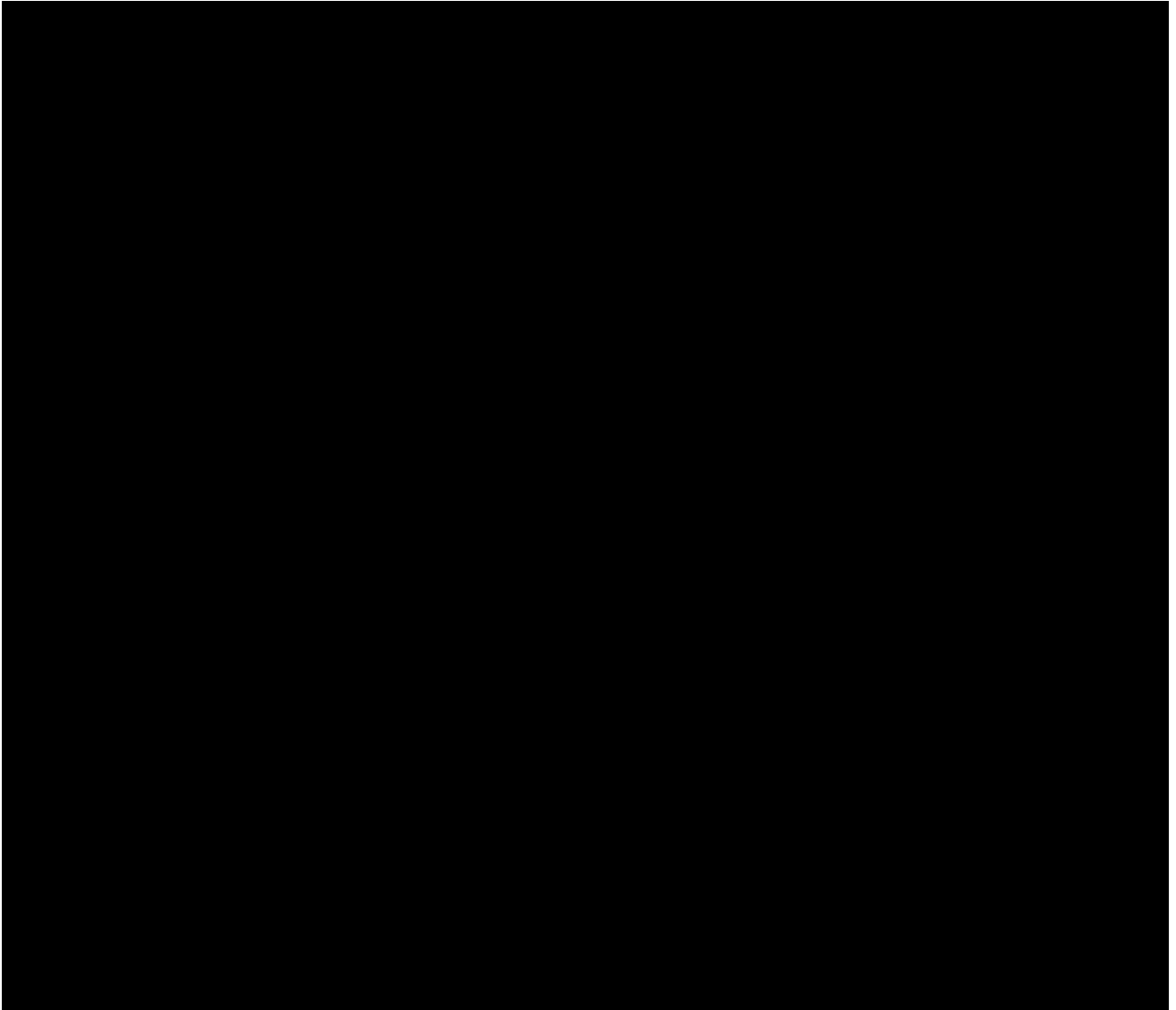
## **Annex 2 – Supplemental Tender**

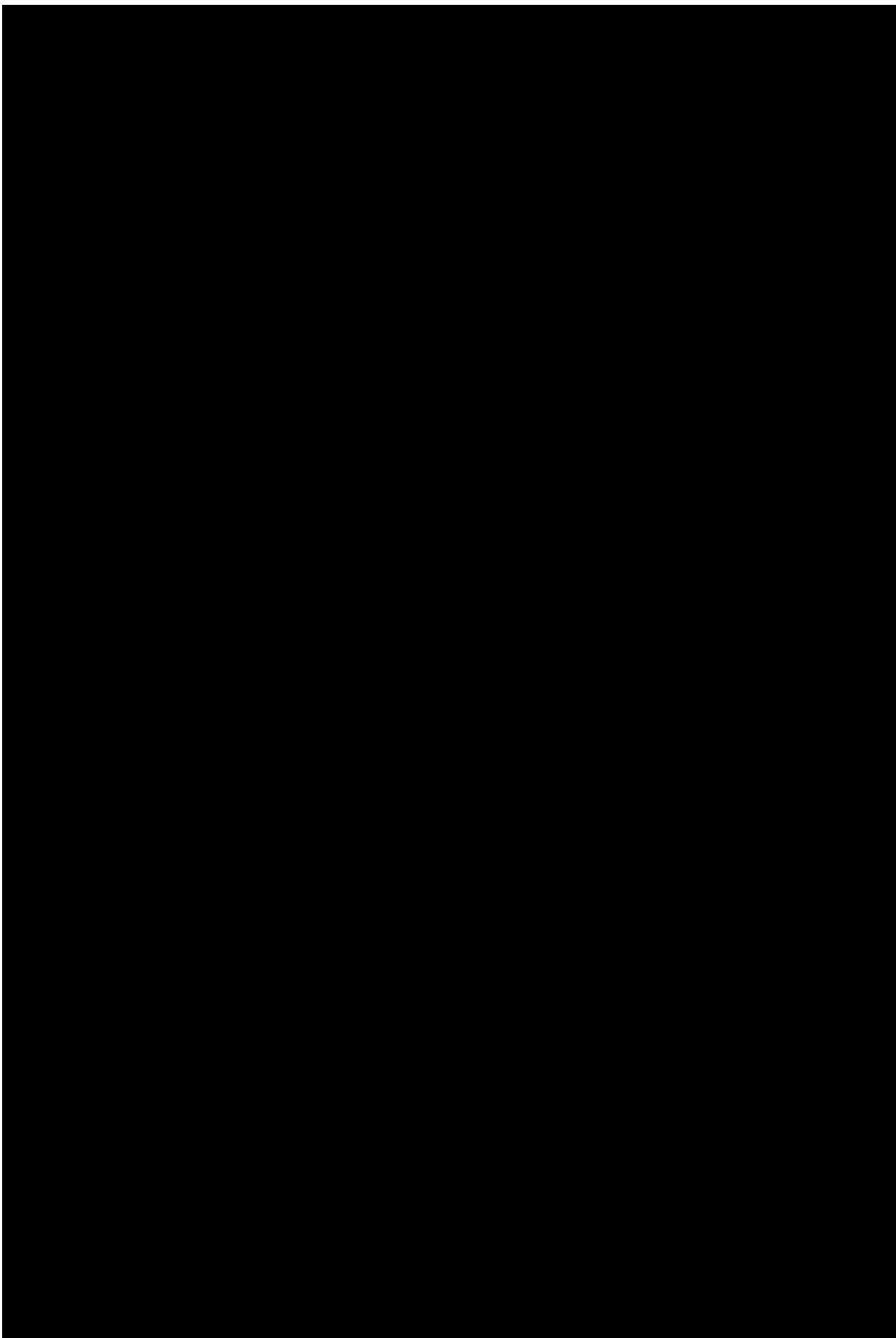


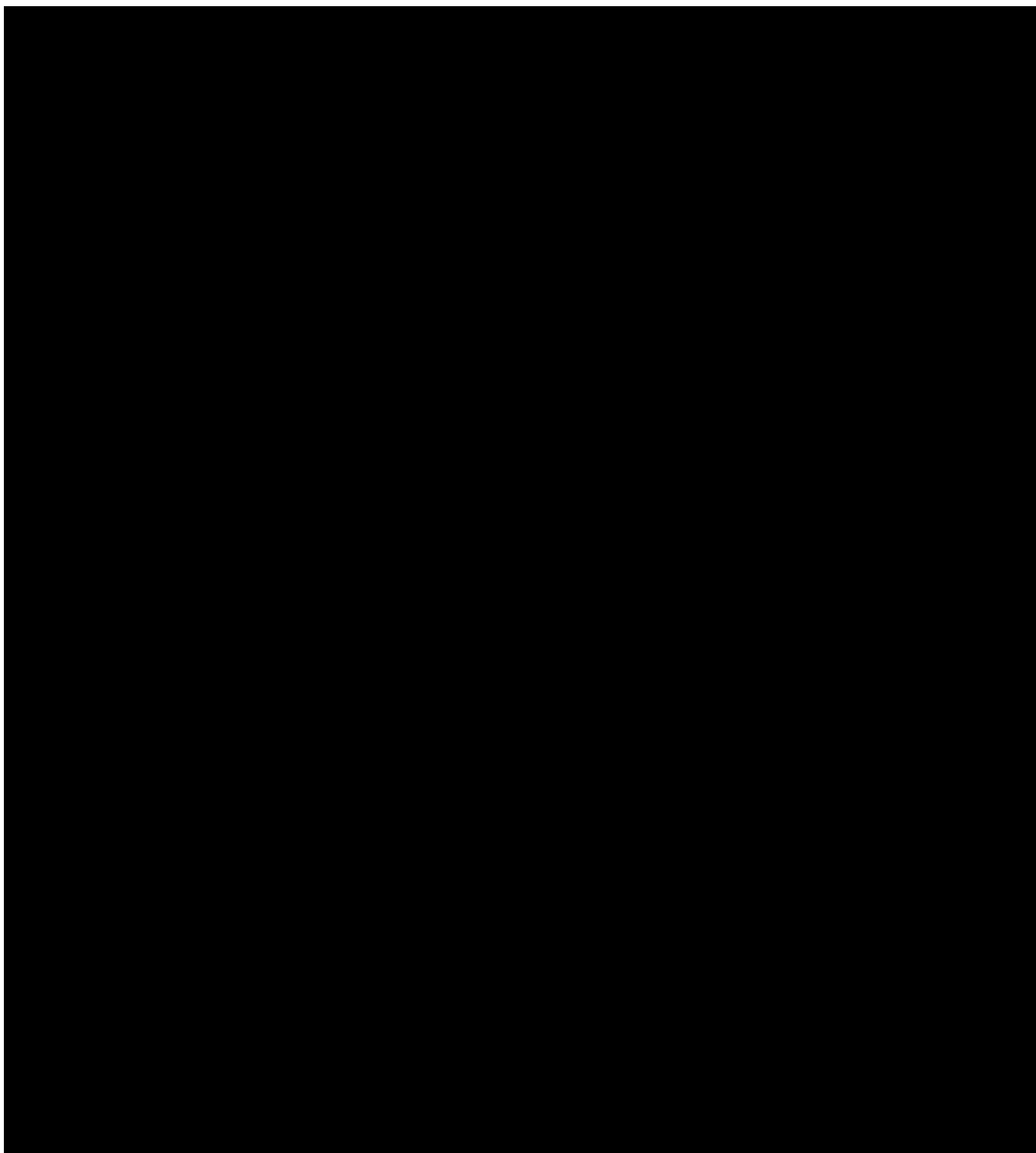




**Price Response**









## Annex 3 – Data Processing – NOT APPLICABLE

1. This Annex shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.
  - 1.1 The contact details of the Buyer's Data Protection Officer are: **Nimali De Silva**, [nimali.desilva@cqc.org.uk](mailto:nimali.desilva@cqc.org.uk)
  - 1.2 The contact details of the Supplier's Data Protection Officer are: **[Insert Contact details]**
  - 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
  - 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Buyer is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with Paragraph 2 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• <b>[Insert the scope of Personal Data which the purposes and means of the Processing by the Supplier is determined by the Buyer]</b></li> </ul> <p><b>The Supplier is Controller and the Buyer is Processor</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with Paragraph 2 of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• <b>[Insert the scope of Personal Data which the purposes and means of the Processing by the Buyer is determined by the Supplier]</b></li> </ul> <p><b>The Parties are Joint Controllers</b></p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>• <b>[Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</b></li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>• Personally identifiable information of Supplier Personnel for which the Supplier is the Controller,</li> </ul>

Description	Details
	<ul style="list-style-type: none"> <li>• Personally identifiable information of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under this Contract) for which the Buyer is the Controller,</li> <li>• <b>[Insert</b> the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Buyer cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Buyer]</li> </ul> <p><b>[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</b></p>
Subject matter of the Processing	<p><b>[Insert</b> This should be a high level, short description of what the processing is about i.e. its subject matter of the contract.</p> <p>Example: The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide [insert description of relevant service]. ]</p>
Duration of the Processing	<p><b>[Insert</b> Clearly set out the duration of the Processing including dates]</p>
Nature and purposes of the Processing	<p><b>[Insert</b> Please be as specific as possible, but make sure that you cover all intended purposes.</p> <p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</p>

Description	Details
Type of Personal Data being Processed	<b>[Insert]</b> Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]
Categories of Data Subject	<b>[Insert]</b> Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]
Plan for return and destruction of the data once the Processing is complete  UNLESS requirement under law to preserve that type of data	<b>[Insert]</b> Describe how long the data will be retained for, how it be returned or destroyed]
Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract and international transfers and legal gateway	<b>[Clearly]</b> identify each location, explain where geographically personal data may be stored or accessed from. Explain the legal gateway you are relying on to export the data e.g. adequacy decision, EU SCCs, UK IDTA. Annex any SCCs or IDTA to this contract]
Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to	<b>[Please]</b> be as specific as possible]

Description	Details
data) or a Data Loss Event	