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.

1.	**Buyer**	**CARE QUALITY COMMISSION (CQC)** of City Gate, Gallowgate, Newcastle upon Tyne NE1 4PA (**the Buyer).**
2.	**Supplier**	Name: The King's Fund Address: 11-13 Cavendish Square London W1G 0AN Registration number: RC000826
3.	**Contract**	This Contract between the Buyer and the Supplier is for the supply of Deliverables, CQC began rolling out its new regulatory model in November 2023. There have been significant challenges with this rollout, and changes to the approach now need to be made. We are now seeking a supplier to undertake a comprehensive evaluation of the model – see Annex 1 (Specification) to this Award Form for full details. This Award Form is issued pursuant to the CQC Research and Evaluation Multi-Lot Framework Agreement, EP&S 052
4.	**Contract reference**	CQC EP&S 088, Evaluation of the new regulatory model, Lot 1
5.	**Buyer Cause**	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.

6.	**Collaborative working principles**	The Collaborative Working Principles do not apply to this Contract. (See Clause 3.1.3 for further details.)
7.	**Financial Transparency Objectives**	The Financial Transparency Objectives do not apply to this Contract. (See Clause 6.3 for further details.)
8.	**Start Date**	27th January 2025
9.	**Expiry Date/** **Initial Term**	26th June 2025 5 Months
10.	**Extension Period**	16 Months – Expiry 31st October 2027 The extension is exercised where the Buyer gives the Supplier no less than 1 Month's written notice before this Contract expires
11.	**Ending this Contract without a reason**	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 3 Months.
12.	**Incorporated Terms** (together these documents form the **"this Contract"**)	The following documents are incorporated into this Contract. (a) This Award Form including the Annexes. (b) the Call-Off Terms and Conditions including the Schedules. (c) the Framework Agreement including the Schedules. If there is any conflict, the following order of precedence applies: 1) the Call-Off Terms and Conditions including the Schedules. 2) This Award Form and Annexes except Annex 2. 3) the terms of the Framework Agreement, the Schedules to the Framework Agreement except Schedule 4 (the Service Provider's Tender). 4) any other document referred to in the clauses of the Contract.

		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 discretion), in which case that part of the Supplemental Tender will take precedence over the documents above. 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.
13.	**Special Terms**	**Special Term 1 – Data Processing** – Clause 18.1 of the Call Off Terms and Conditions shall be varied as follows: *The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Annex 3 to this Award Form.*
		Special Term 2 - Licence In relation to Intellectual Property Rights and licences granted by the Buyer to the Supplier, the Parties agree that, notwithstanding the terms of clause 38.1(a) the Buyer hereby grants the Supplier and its Subcontractor a perpetual non-exclusive, royalty-free licence to the Supplier and its Subcontractor to use the Deliverables from this project. The provisions of this Condition shall apply during the continuance of this Agreement and after its termination howsoever arising, without limitation of time
		Special Term 3 - Funding Transparency For the purposes of transparency, and in order to demonstrate the independence of the Supplier, the Supplier shall have the right to publish (or otherwise disclose) the details of the income that the Supplier has received from the Buyer under this Agreement.

		Special Term 4 - Editorial independence The Buyer acknowledges that the Supplier retains full editorial control of all outputs. Any requested changes from the Buyer must be mutually agreed upon and not compromise the Supplier's editorial independence. For all reports, The Supplier will share a draft with the Buyer ahead of publication for visibility, but as an independent research organisation, the Supplier is not obliged to incorporate all feedback and reserves the right to exercise its discretion in what feedback, if any from the Buyer (and any other recipients of the draft report) it will incorporate into the final report. For the avoidance of doubt, where the Buyer raises issues as to factual accuracy that are agreed between the parties, these will be corrected appropriately by the Supplier. In the event of any dispute as to what constitutes factual accuracy, the parties agree to resolve this in accordance with Clause 39 of the Call-off Agreement (Dispute Resolution Procedure).
		Special Term 5 – Publicity Clause 19 of the Framework Agreement shall be varied to include the following:- "The Supplier shall ensure that, when making public reference to the Deliverables that they are appropriately referenced and contextualised to prevent misuse or misinterpretation of the work."
14.	**Buyer's Environmental Policy**	NOT APPLICABLE
15.	**Social Value Commitment**	NOT APPLICABLE
16.	**Buyer's Security Requirements and Security and ICT Policy**	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&wdOrigin=BROWSELINK
17.	**Charges**	Initial Term: £78,822.00 Ex VAT

		£94,586.40 Inc VAT Details in Annex 2 to this Award Form and Schedule 3 of Call-Off Terms and Conditions (Charges)
18.	**Estimated Year 1 Charges**	£78,822.00 Ex VAT £94,586.40 Inc VAT Should the buyer wish to execute the extension for the Research, a change control notice/variation will be required. The change control notice/variation will not exceed the approved budget. Total approved budget including the initial term: £416,667.00 Ex VAT £500,000.00 Inc VAT
19.	**Reimbursable expenses**	None. 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.
20.	**Payment method**	BACS
21.	**Service Levels**	NOT APPLICABLE
22.	**Liability**	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 than **150**% of the Estimated Yearly Charges. 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 **£20 million.**
23.	**Cyber Essentials Certification**	Not required
24.	**Progress Meetings and Progress Reports**	The Supplier shall attend Progress Meetings with the Buyer every month. The Supplier shall provide the Buyer with Progress Reports as and when required.
25.	**Guarantor**	NOT APPLICABLE

26.	**Virtual Library**	NOT APPLICABLE
27.	**Supplier's Contract Manager**	[redacted]
28.	**Supplier Authorised Representative**	[redacted]
29.	**Supplier Compliance Officer**	NOT APPLICABLE
30.	**Supplier Data Protection Officer**	[redacted]
31.	**Supplier Marketing Contact**	NOT APPLICABLE
32.	**Key Subcontractors**	**Key Subcontractor 1** Name (Registered name if registered): The University of Manchester Oxford Road Manchester M13 9PL Registration number (if registered): RC000979 Role of Subcontractor: Co-Investigator on behalf of The University of Manchester
33.	**Buyer Authorised Representative**	[redacted]

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

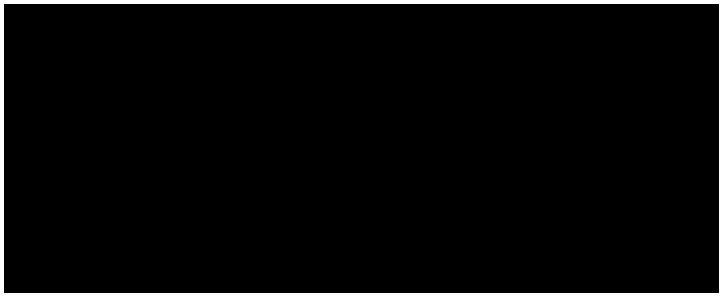
IN WITNESS of which this Contract has been duly executed by the parties.

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

Authorised Signatory:

SIGNED for and on behalf of **THE KING'S FUND**

Authorised Signatory 1:



Authorised Signatory 2:

Annexes

Annex 1: Specification

Annex 2: Supplier's Direct Award Response

Annex 3: Data Processing Schedule

Annex 1 – Specification

The context for this evaluation is:

The Care Quality Commission (CQC) is the independent regulator of health and social care in England. We ensure that health and social care services provide people with safe, effective, compassionate, high-quality care and encourage care services to improve. We do this by registering, monitoring, inspecting, rating, enforcing, and using our independent voice.

In 2021, CQC published its strategy for the changing world of health and social care. The strategy aims to make our regulation more relevant to the way care is now delivered, more flexible to manage risk and uncertainty, and it will enable CQC to respond in a quicker and more proportionate way as the health and care environment continues to evolve.

Designed to support the ambitions of the new strategy, CQC began rolling out its new regulatory model in November 2023. There have been significant challenges with this rollout, and changes to the approach now need to be made. We are now seeking a supplier to undertake a comprehensive evaluation of the model.

Background

The new regulatory model[1] represents the most significant change to our regulatory approach since 2013/14. It is essential that a change of this scale is thoroughly evaluated to ensure it delivers on its strategic intent and has the expected impact, that is to deliver 'smarter, more dynamic and flexible regulation that provides up-to-date and high-quality information and ratings, easier ways of working with us and a more proportionate response.'

The key changes to the model have included:

- The streamlining of assessment frameworks to a *single* assessment framework but which is still supported by sector and service specific guidance.
- The introduction of quality statements under each of the five key questions[2], which are the commitments that providers, commissioners, and system leaders should live up to. They replace the key lines of enquiry (KLOEs), prompts, and rating characteristics.[3]
- The introduction of six evidence categories that outline the type of evidence

[1] Our new assessment approach: https://www.cqc.org.uk/guidance-regulation/providers/assessment/assessing-quality-and-performance

[2] The five key questions have been retained in the new model. They are: Safe, Effective, Caring, Responsive and Well-led.

[3] Please note the potential reintroduction of these products is currently under review as part of CQC's recovery work.

we will look at to support the transparency and consistency of our judgements. Evidence will be collected on and off-site on a more ongoing basis, with the aim of allowing judgements about quality to be more regular than the previous inspection-focused model.
- The introduction of a new scoring system to produce a rating.

Other notable changes to ways of working have been put in place simultaneously. These include:

- New IT systems – the regulatory platform and provider portal
- Changes to the way we are structured.

Challenges in implementation

There have been notable challenges with fundamental aspects of both the new systems and structures that have impacted on how the new model has been implemented and applied. This includes key functionality issues and failures of the new systems, and linked to this is an independent ergonomic review that has raised safety risks for colleagues. Furthermore, changes to operational structures have taken away the effective management of relationships with providers. Applying the new model has been a significant cultural shift that the organisation did not provide sufficient guidance and training on at the point of rollout. This combined, has left operational colleagues in very challenging circumstances.

Across the changes we did not sufficiently incorporate testing or evaluation into our approach at the outset.

Collectively, this has raised serious concerns about CQC's ability to perform its role and purpose effectively. The interim report into CQC's effectiveness[4] led by Dr Penny Dash found "significant failings in the internal workings of CQC" grouped across five areas:

1. Poor operational performance.
2. Significant challenges with the provider portal and regulatory platform.
3. Considerable loss of credibility within the health and care sectors due to the loss of sector expertise and wider restructuring, resulting in lost opportunities for improvement.
4. Concerns around the SAF.
5. Lack of clarity regarding how ratings are calculated and concerning use of the outcome of previous inspections (often several years ago) to calculate a current rating.

[4] Review into the operational effectiveness of the Care Quality Commission: https://www.gov.uk/government/publications/review-into-the-operational-effectiveness-of-the-care-quality-commission

Recovery

As a result of these challenges, CQC has embarked on a period of recovery activity focused on:

1. Increasing the number of good days we have at work
2. Improving our operational performance
3. Rebuilding trust.

Several pilots are under these priority areas, some of which will lead to significant changes to working methods. For example, these will impact the scoring model and use of evidence categories, and the provision of guidance and handbooks to staff and providers. In some cases, this may lead to the reversal of changes that were introduced since the new model rollout.

We are integrating evaluation into the pilots that support these recovery priorities from the outset to inform the solutions that follow. This includes the pilots on restructuring operational teams, returning to sector-based specialisms, improving efficiency by streamlining system processes and piloting new approaches to relationship management. The intention is for the formal commissioned evaluation to follow the evaluation activities under the three recovery priorities.

As part of the recovery and in response to interim findings from Dr Penny Dash's review, the Board has asked for a review of the single assessment framework and its implementation, which is being led by Professor Sir Mike Richards, alongside Professor Vic Rayner OBE. The review is expected to report interim findings in late September 2024 with a final report in early December 2024.

We would expect the evaluation to cover:

Evaluation approach

Key to developing the evaluation plan and methodology will be considering the complexities of the background context, current organisational flux, the recovery work and associated evaluation activity, as well as the impending findings from the final report into the review of CQC's effectiveness (due to be published in early October 2024).

The evaluation needs to be considered in two stages; that is the scoping stage and the full evaluation.

A significant scoping phase is required to acknowledge the complex background of the evaluation to help determine what a full evaluation should look like. Scoping should include engaging key internal audiences, such as the internal Equality Networks and Staff Forums and external stakeholders, including providers of care, national partners and people who use services.

There will be a break clause in the contract after the scoping phase in case this identifies the need for re-contracting for what the full evaluation needs to look like.

Proposal

The supplier's proposal should set out an **approach to this scoping phase** and **propose a high-level methodology for the full evaluation**.

Methodology

The evaluation should ultimately test whether the new regulatory model enables us to deliver on our organisational purpose. It should provide an understanding of how well the new model is delivering on its intent, what is working, what isn't, what needs to change, and what impact it is having on the public, people who use services, and those we regulate, ensuring we can be accountable to those who scrutinise us.

Earlier engagement with internal colleagues on the evaluation identified the following key evaluation questions:

- Is the new regulatory model delivering and working in the way it was intended to?
- How far is the new regulatory model realising the ambitions set out in the strategy?
- What are the outcomes and impact of the new regulatory model for providers, people using services and the wider health and social care landscape?
- Are there any unintended consequences of the new regulatory model?
- How well does the new regulatory model identify risk?

Part of the scoping should consider whether these remain the key questions the evaluation needs to answer and how we factor in the changes that we need to make following the DASH review. In answering the agreed questions, we expect the supplier to deploy a mixed-methods approach that supports both formative and impact evaluation. Methods will need to recognise the complexity of understanding regulatory impact. Therefore, innovative methods should be considered along with more traditional methods. We expect the evaluation to include a review of available literature and evidence.

To support the more formative element of the evaluation, the evaluation methodology will need to factor in providing ongoing learning that can contribute to and lead to change and improvement. As such, a phased approach encompassing appropriate milestones and methods of dissemination of learning is required.

Consideration should be made for arranging a working group of key colleagues to assist and champion the evaluation as it progresses, ensuring it has a profile and makes an impact in the organisation. In addition, we expect that the supplier would organise an external advisory group to offer important perspectives and credibility to the evaluation.

We would expect the supplier to have robust and appropriate ethical approval processes in place to facilitate the evaluation. The proposal should set out details of this.

Equality, diversity and human rights

We are committed to equality and human rights throughout our work. We ask that bidders demonstrate how equality, diversity and human rights will be considered around planning as well as within the methodology, such as ensuring all people are able to feed back, contribute or give evidence, and in determining suitable sampling frameworks where appropriate.

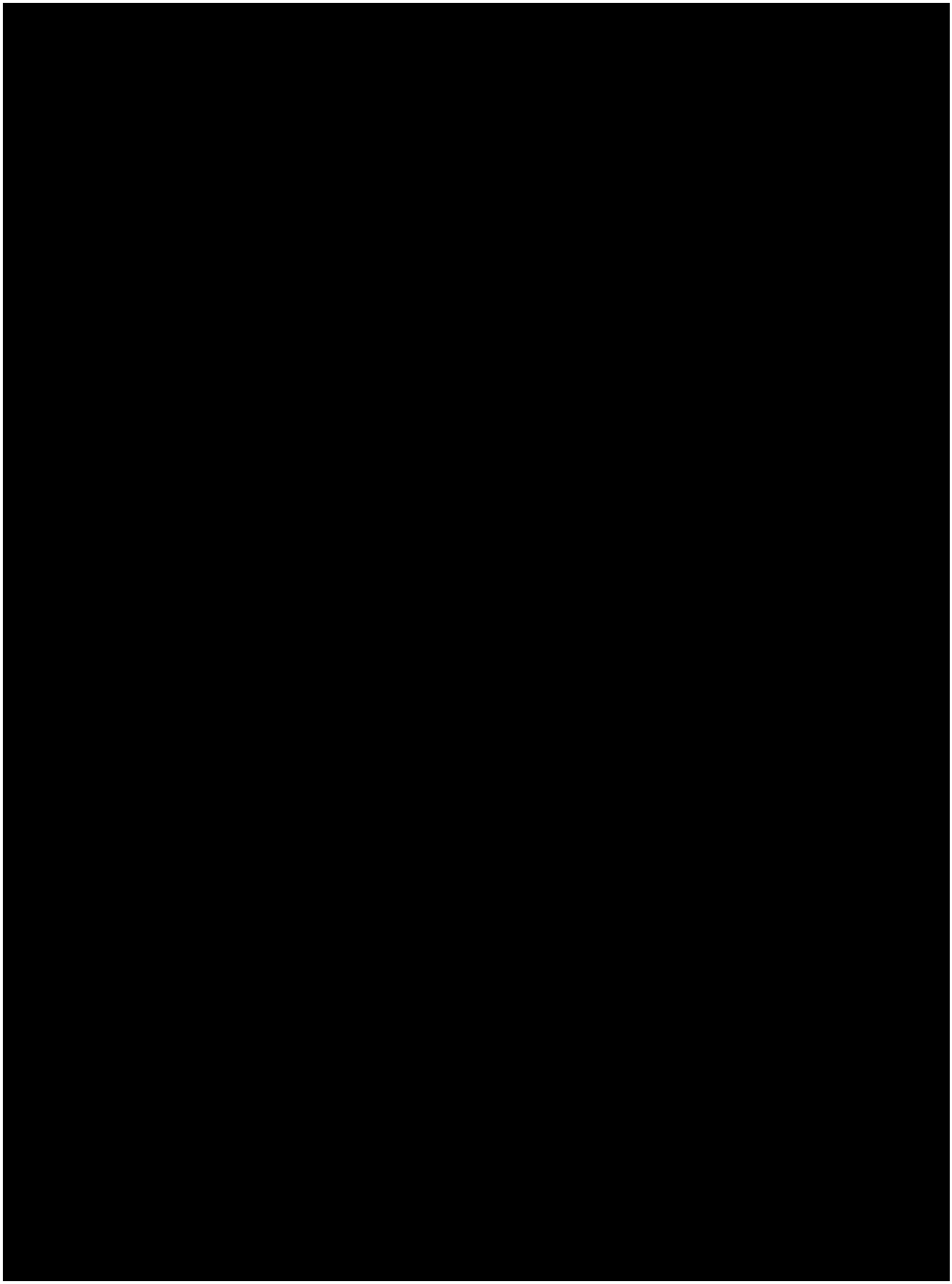
The outputs required from this research are:

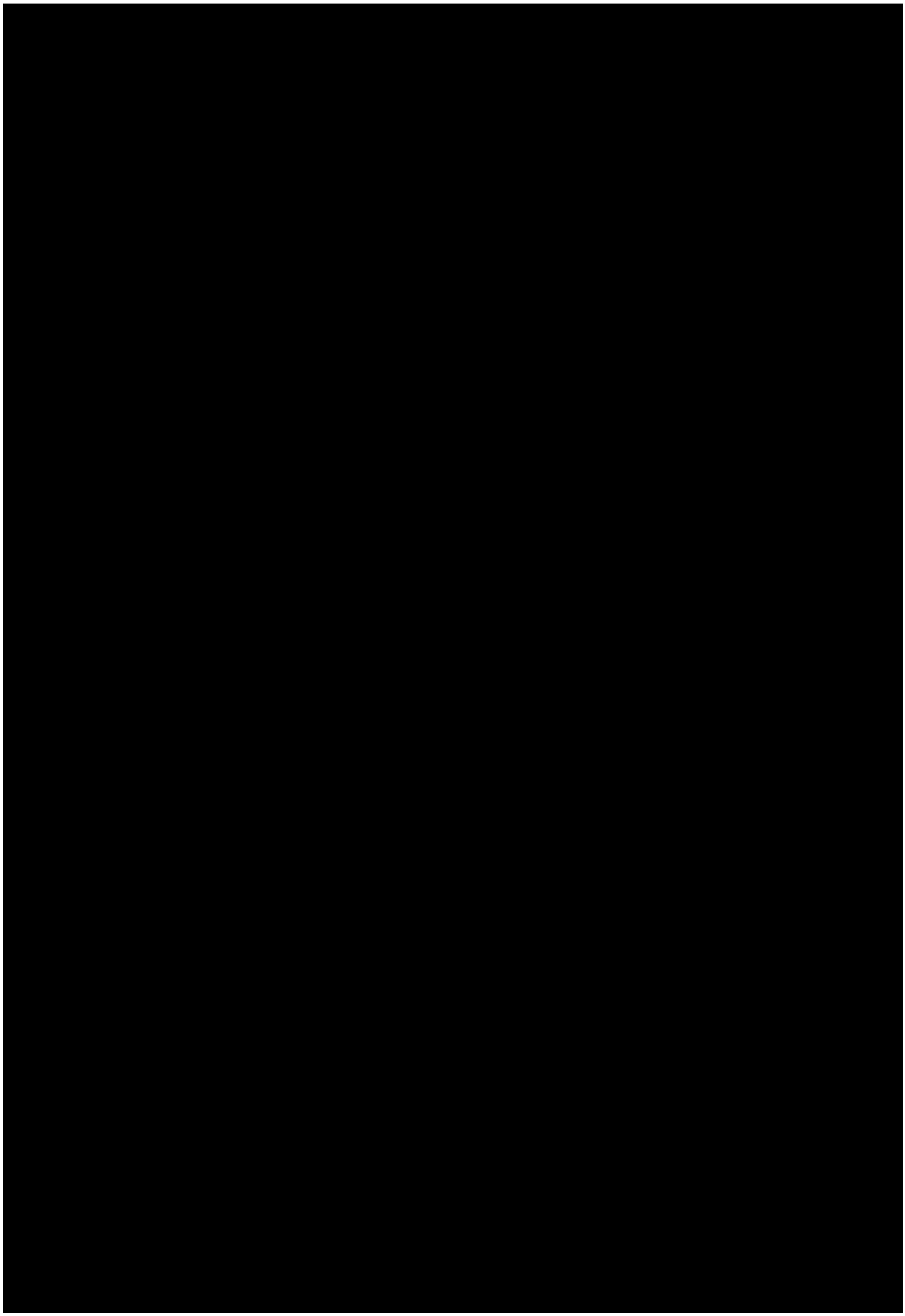
To support necessary internal agreement, the evaluation should be considered in two distinct stages, as such a break-clause will be included in the contract.

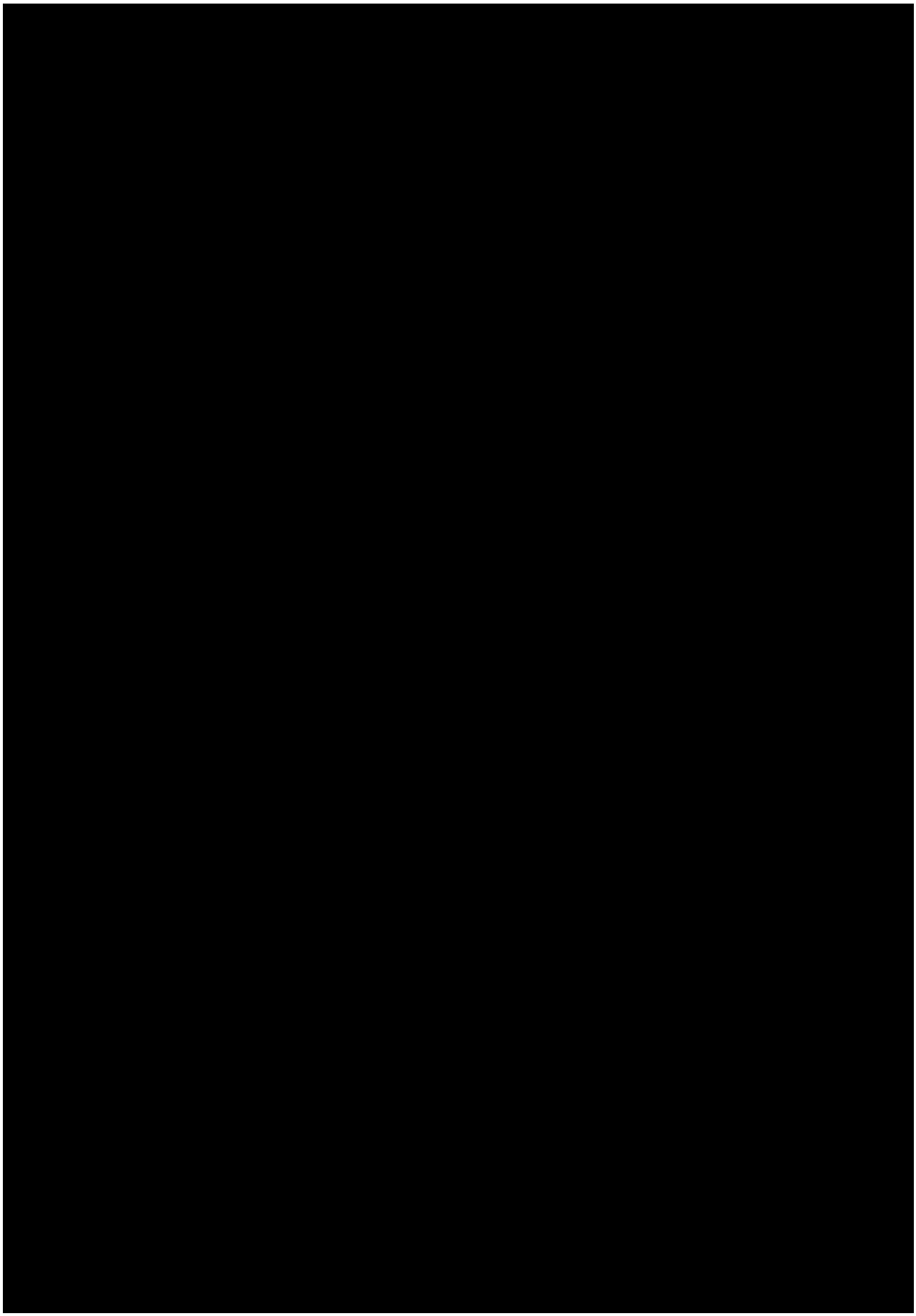
1. The initial scoping phase which needs to provide a methodology for the full evaluation and a scoping report. This report should outline the viability of progressing to a full evaluation over the period indicated.
2. The full evaluation. The mandate to continue to this stage is subject to the findings in the scoping report and proposed methodology.

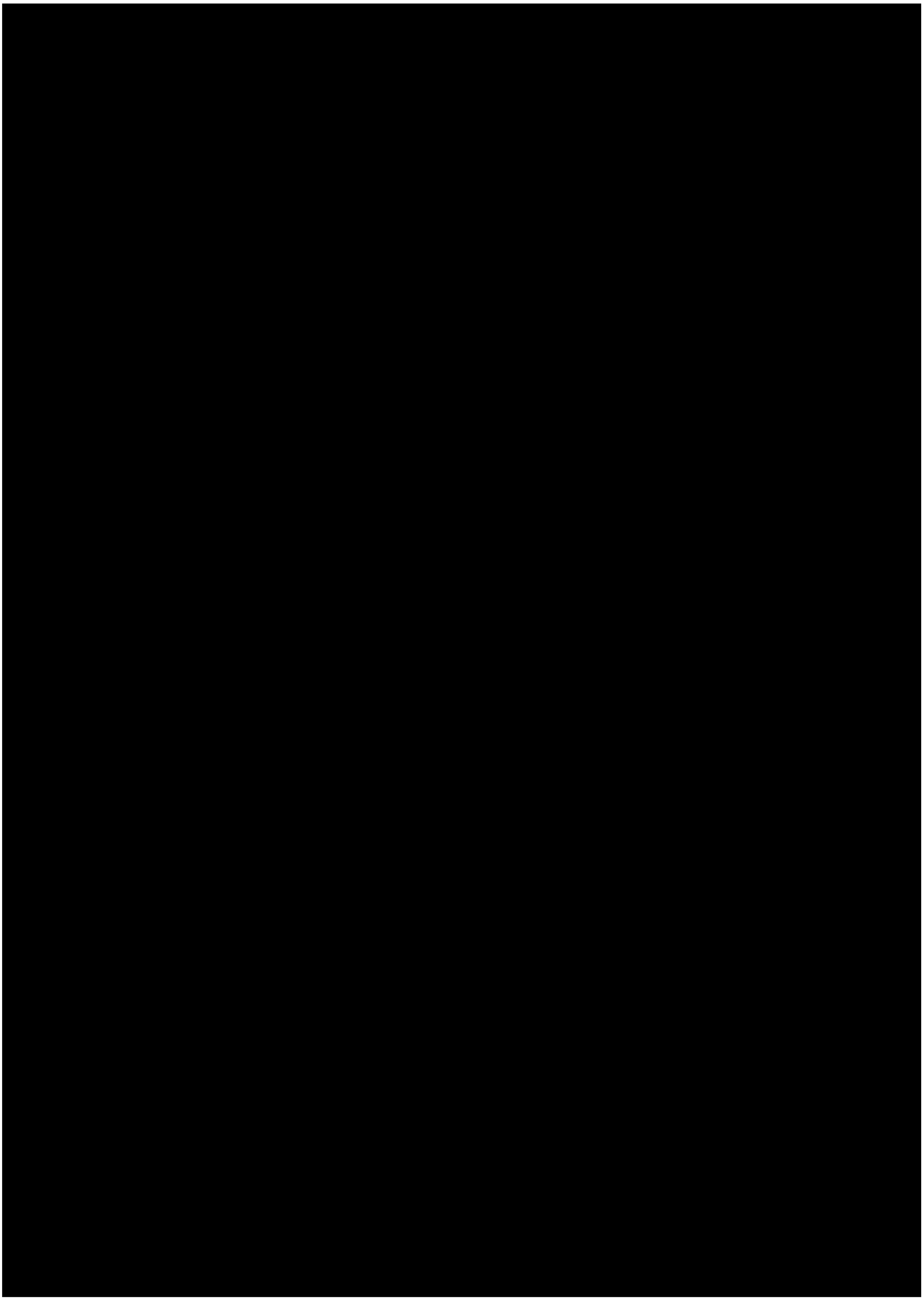
The full evaluation should include formal milestone reports and presentations of findings to key audiences throughout the evaluation. CQC’s accessibility requirements should be considered in producing all reporting materials.

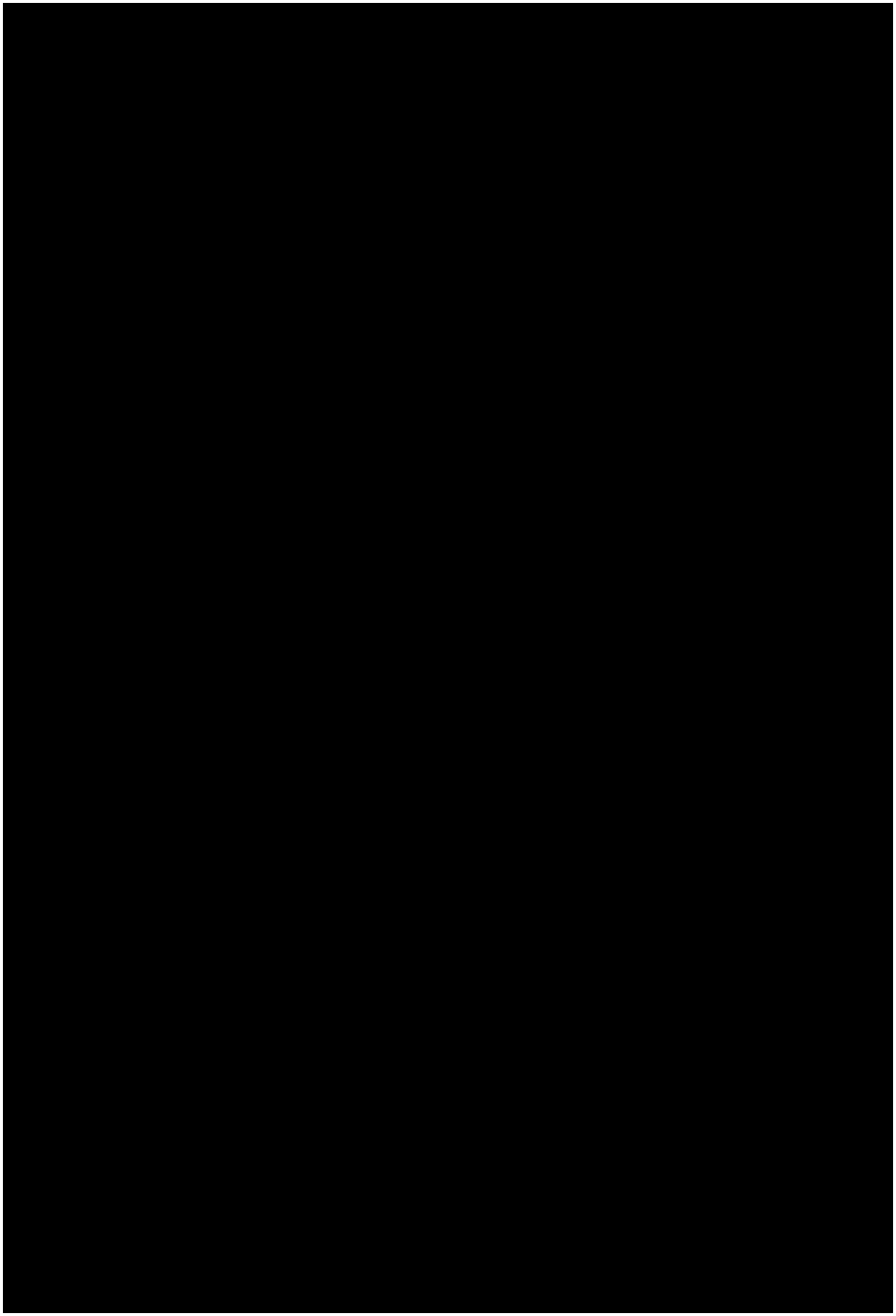
Annex 2 – Supplemental Tender

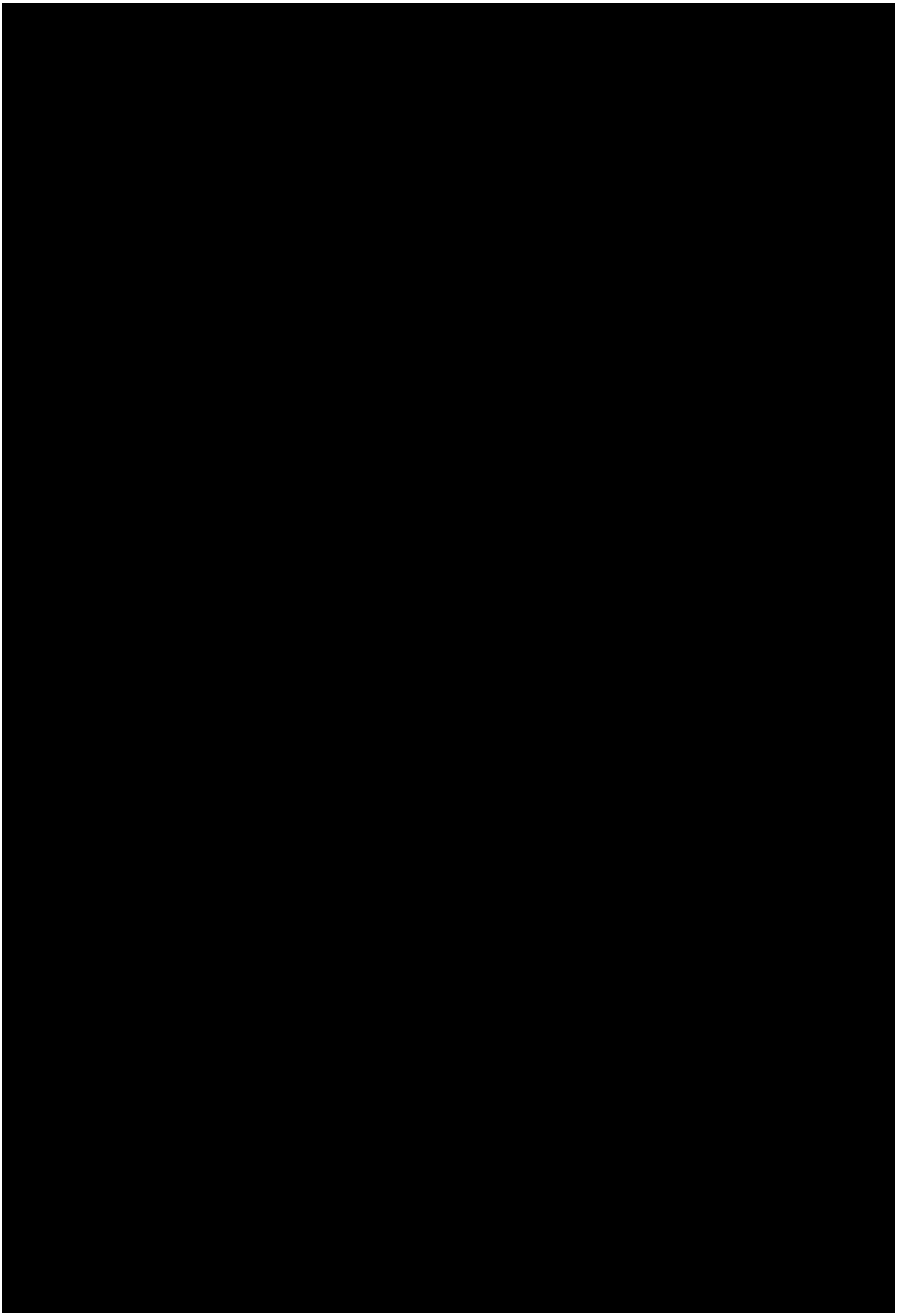


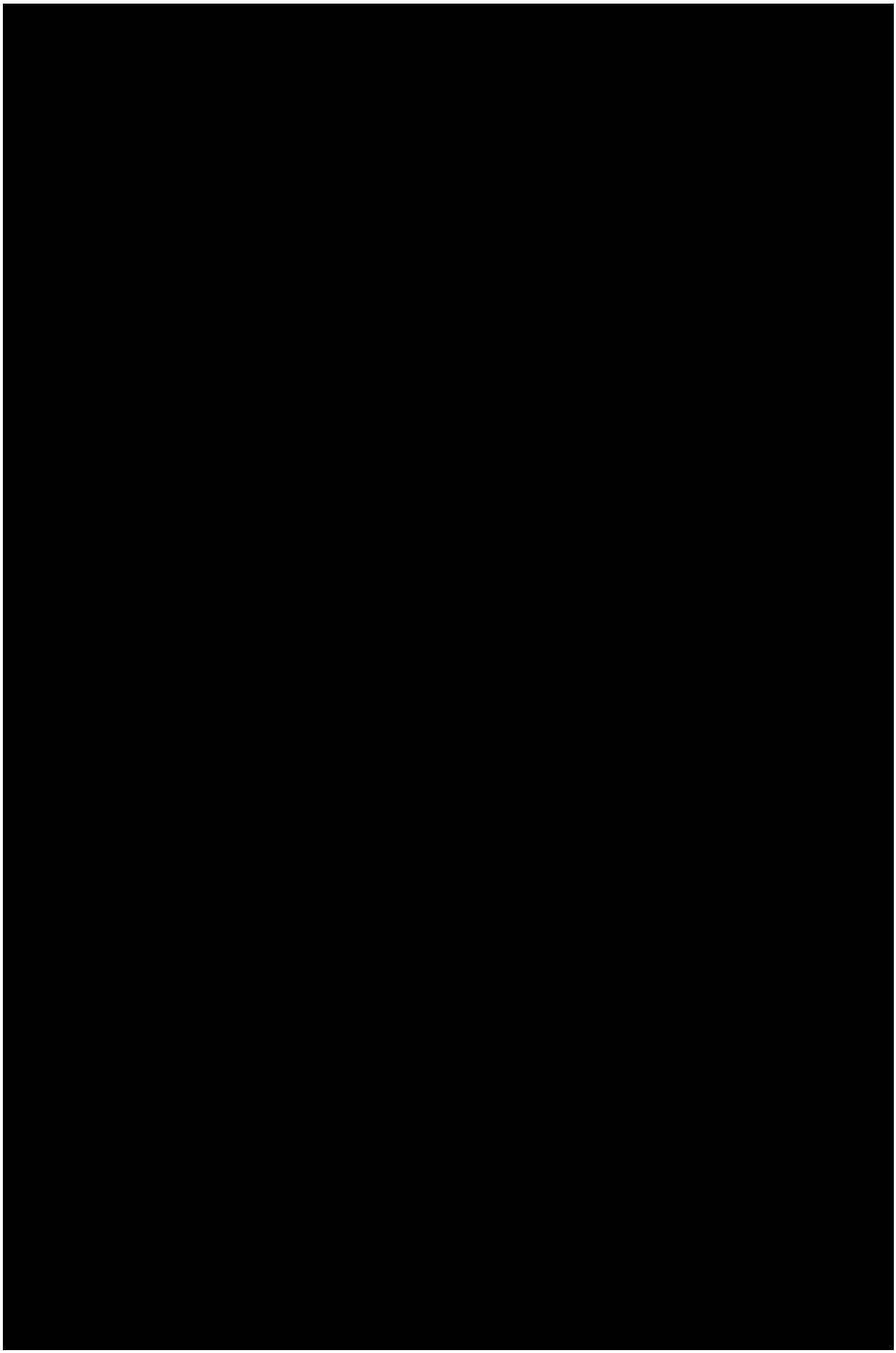


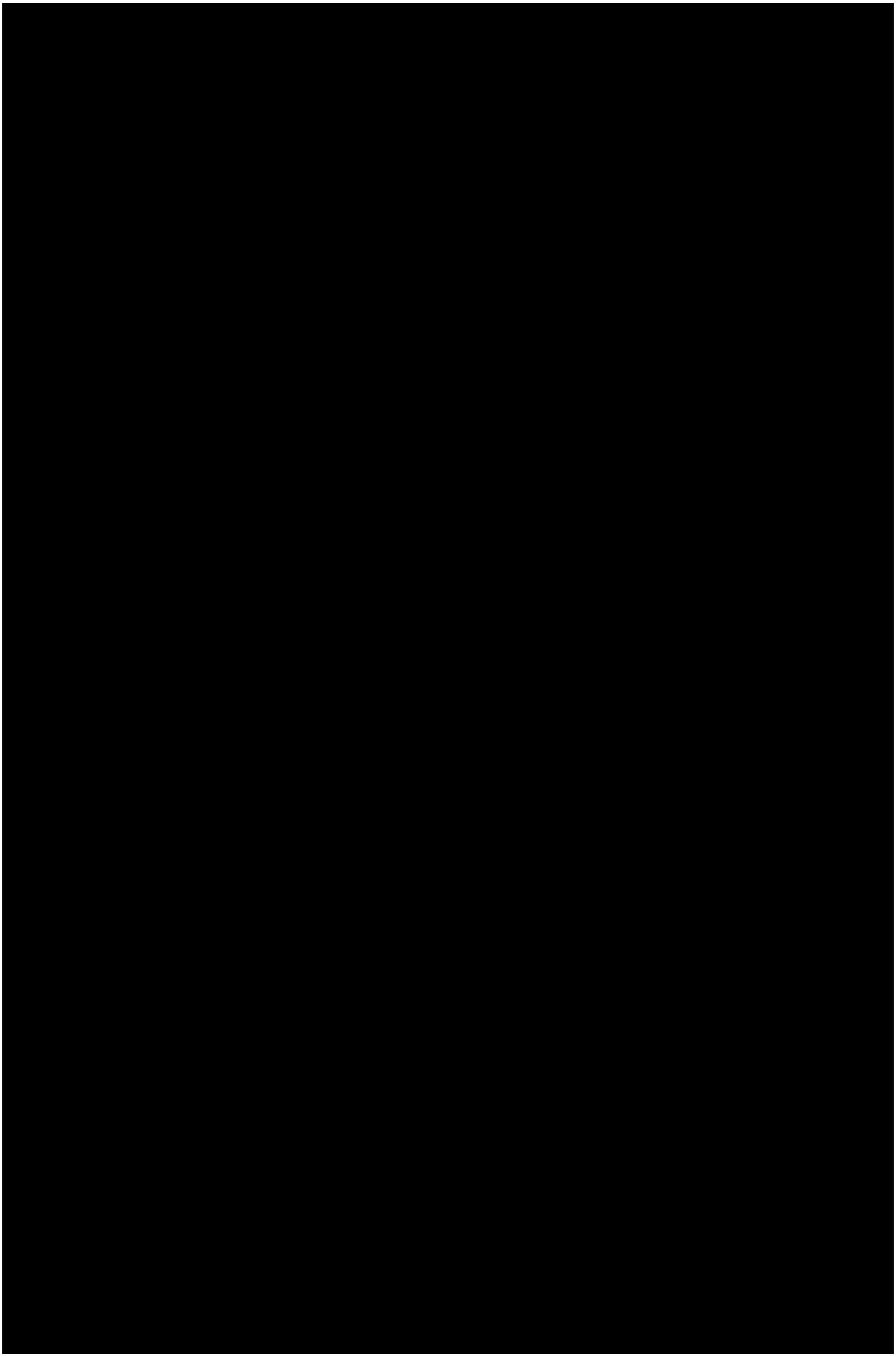


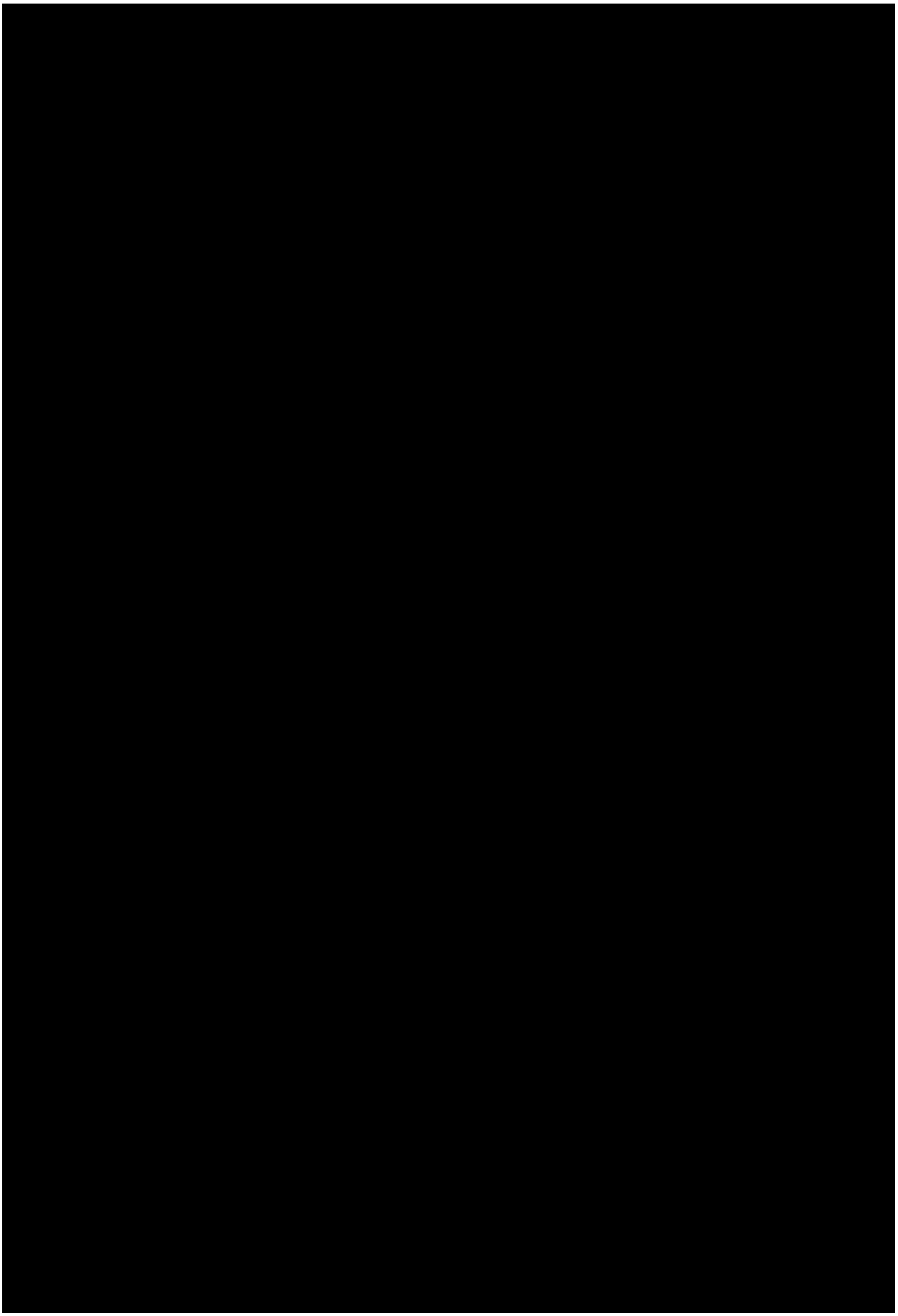


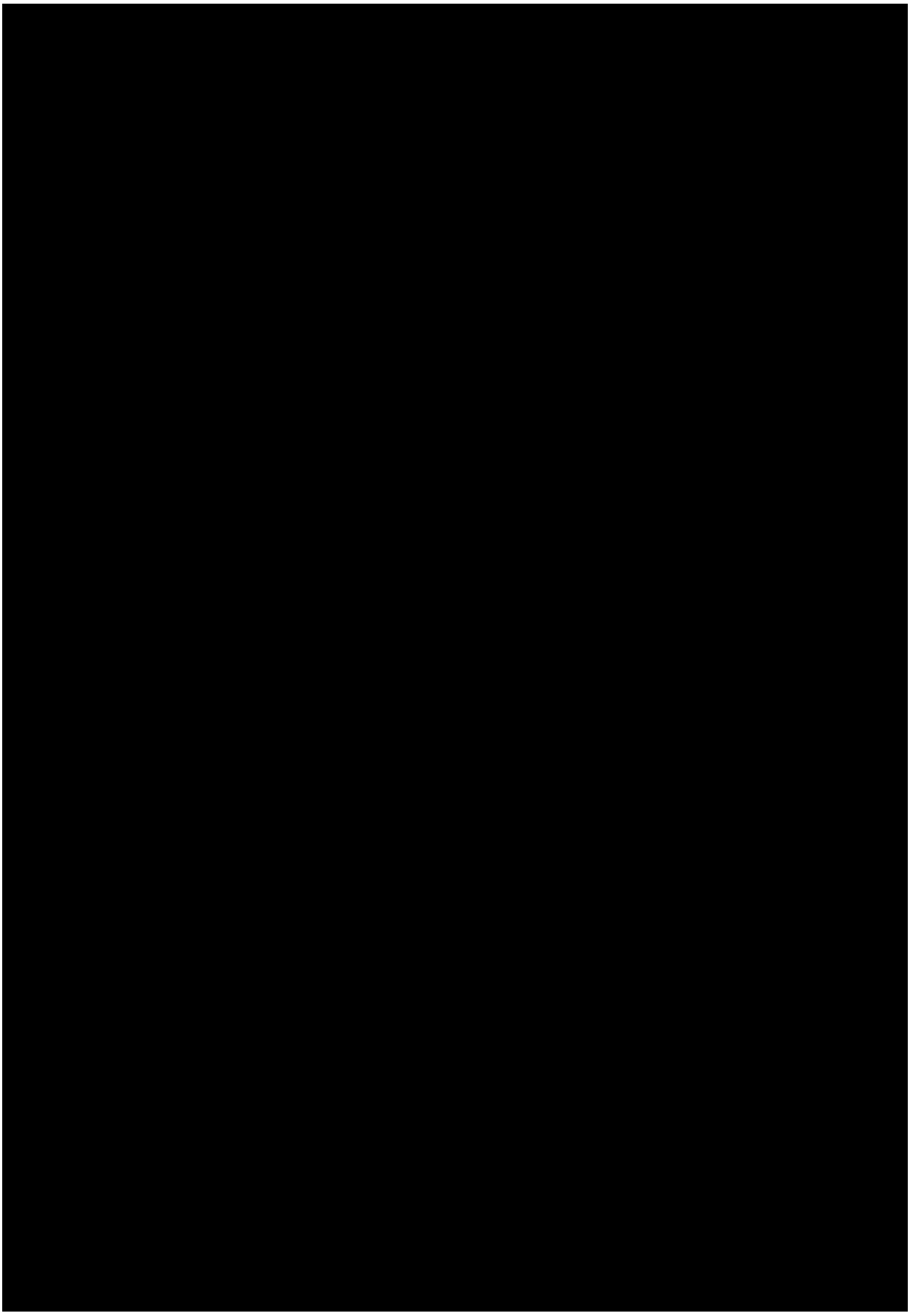


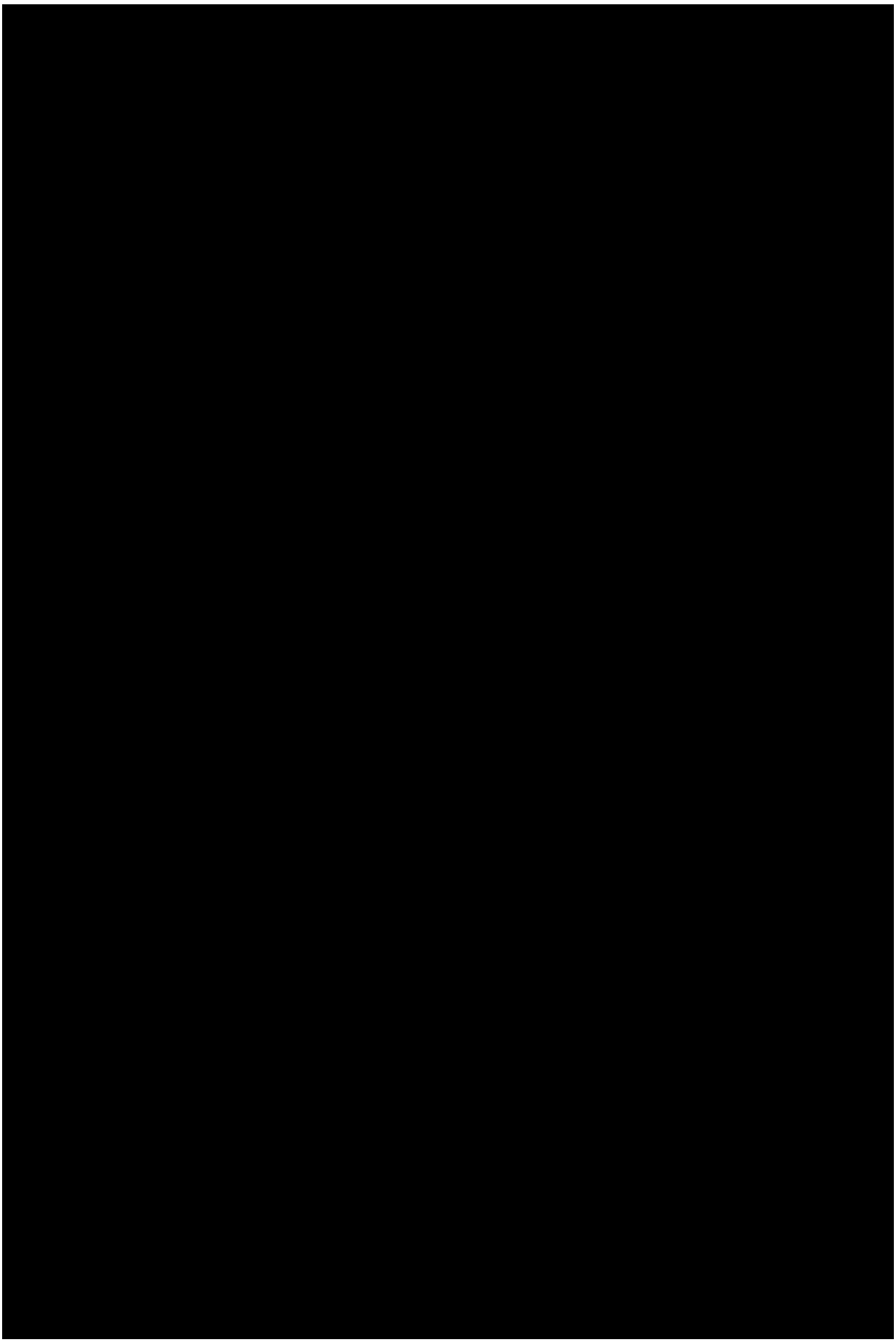


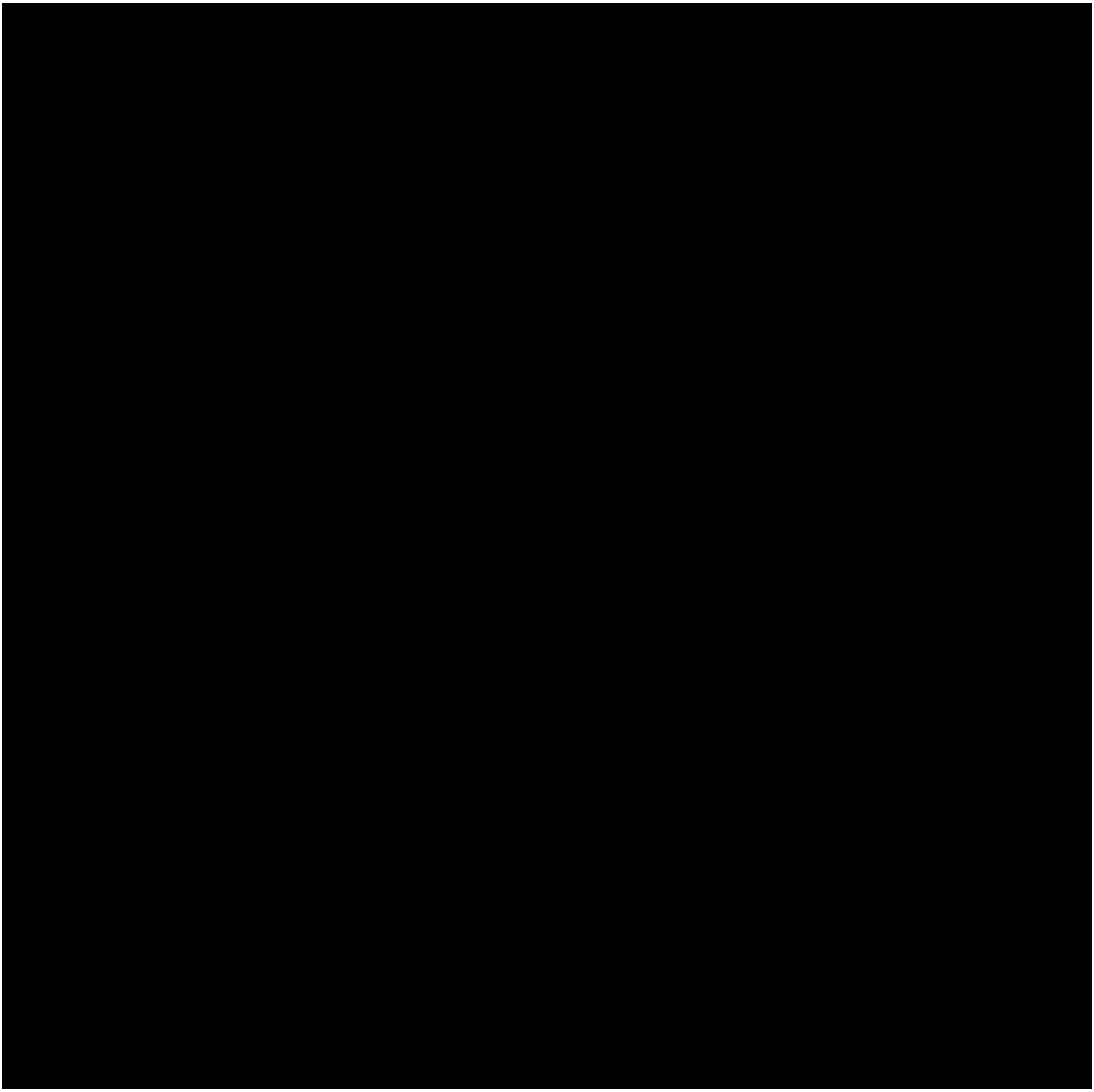












Annex 3 – Data Processing

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: [redacted]

   1.2 The contact details of the Supplier's Data Protection Lead are: [redacted]

   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	**The Parties are Independent Controllers of Personal Data** The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: ● Personally identifiable information of Supplier Personnel for which the Supplier is the Controller, ● 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, ● Supplier is the controller for personal data obtained directly from the data subjects during the data collection stage. ● Buyer is the controller for any personal data shared directly with the Supplier to assist with the identification of potential research participants.
Subject matter of the Processing	This evaluation work is required to test whether the new regulatory model enables us to deliver on our organisational purpose. It will provide an understanding of how well the new model is delivering on its intent, what is working, what isn't, what needs to change, and what impact it is having on the public, people who use services, and those we regulate, ensuring we can be accountable to those who scrutinise us.

Description	Details
Duration of the Processing	27th January 2025 - 31st October 2027
Nature and purposes of the Processing	To carry out the evaluation the supplier will need to undertake data collection with many people over the course of the evaluation. This is likely to include interviews, focus groups, surveys and other typical evaluation methods that enable them to independently seek people's views and experiences. Other data and information may also be accessed, such as management information data. The supplier has their own ethical review processes in place to support the project activities and to determine how data is to be shared with the supplier in order to undertake the activities described. Appropriate privacy notices to be developed which help participants understand the data processing. The Kings Fund will be obtaining consent from individuals to participate in the research. Findings will reported in such a way that does not identify individuals.
Type of Personal Data being Processed	For those participating in the evaluation it may be necessary to collect the following types of personal data: Name, email address, job role, organisation, telephone number. It is possible other types of personal data may be shared with the supplier by participants such as experiences in health and care services
Categories of Data Subject	CQC staff Providers of health and care services Employees of stakeholder organisations. People who use health and social care services.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under law to preserve that type of data	King Fund's agree to retain project data, including personal data collected, for a period of 6 months after the final reporting from the end of the full evaluation is complete. This data is stored in secure, confidential, access-controlled SharePoint libraries.

Description	Details
Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract and international transfers and legal gateway	The supplier will set up a SharePoint site for the project so data will be stored there, and data centres for SharePoint are in the EU (Ireland and Netherlands).
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 data) or a Data Loss Event	Kings Fund is certified to Cyber Essentials Plus which outlines a set of key controls that must be in place on their network as a minimum. The King's Fund also hold a current Data Security and Protection Toolkit certificate.