

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: Queen Mary University of London Address: Dept W, 89 Mile End Road, E1 4UJ Registration number: C000710
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables, being What works to achieve equity in access, experience and outcomes for Black Men – 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 082
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	05/11/2024
9. Expiry Date/ Initial Term	30/04/2025 Initial Term means a period starting on the Start Date and ending on the Expiry Date.
10. Extension Period	3 months 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 1 Month.
12. Incorporated Terms (together these documents form the " this Contract ")	<p>The following documents are incorporated into this Contract.</p> <ul style="list-style-type: none"> (a) This Award Form including the Annexes. (b) the Call-Off Terms and Conditions including the Schedules. (c) the Framework Agreement including the Schedules. <p>If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> 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 Tender) to the Award Form, unless any part of the Supplemental Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that

		<p>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 Tender) unless any part of the Service Provider's Tender 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 Tender will take precedence over the documents above.</p>
13.	Special Terms	<p>1) Special Term 1 – Data Processing – 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>
14.	Buyer's Environmental Policy	NOT APPLICABLE
15.	Social Value Commitment	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.	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=ROWSSELINK
17.	Charges	Details in Annex 2 to this Award Form and Schedule 3 of Call-Off Terms and Conditions (Charges)
18.	Estimated Year 1 Charges	
19.	Reimbursable expenses	<p>None.</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		<p>Service Credits will accrue in accordance with Schedule 3 to the Framework Agreement and Annex 1 (Specification).</p> <p>The Service Credit Cap is: £76,681 contract value</p> <p>The Service Period is: 6 Month(s)</p> <p>A Critical Service Level Failure is:</p> <ul style="list-style-type: none"> a) a failure by the Supplier for whatever reason to implement a plan to successfully address a Disaster. b) any action by the Supplier, whether in relation to the Deliverables and the Contract or otherwise, which in the reasonable opinion of the Buyer Authorised Representative has or may cause harm to the interests or reputation of the Buyer. c) the Supplier repeatedly breaching any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract. d) any action by the Supplier, whether in relation to the Deliverables and the Contract or otherwise, which in the reasonable opinion of the Buyer Authorised Representative has or may cause harm to staff and general public.
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 £100,000</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 £50,000.</p>

23.	Cyber Essentials Certification	Not required
24.	Progress Meetings and Progress Reports	<p>The Supplier shall attend Progress Meetings with the Buyer every month.</p> <p>The Supplier shall provide the Buyer with Progress Reports every week.</p>
25.	Guarantor	Not applicable
26.	Virtual Library	Not applicable
27.	Supplier's Contract Manager	<p>[REDACTED] [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
28.	Supplier Authorised Representative	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
29.	Supplier Compliance Officer	<p>[REDACTED] [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
30.	Supplier Data Protection Officer	<p>[REDACTED]</p> <p>[REDACTED] [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
31.	Supplier Marketing Contact	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

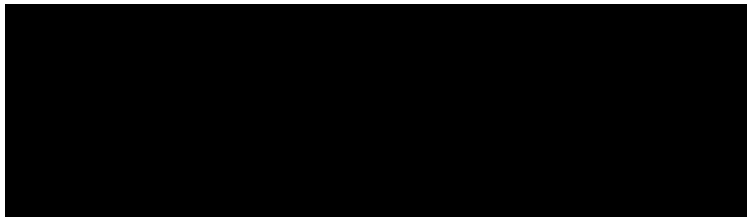
32.	Key Subcontractors	Key Subcontractor 1 Name (Registered name if registered): N/a Registration number (if registered): N/a Role of Subcontractor: N/a
33.	Buyer Authorised Representative	<div></div> <div></div> <div></div>

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.

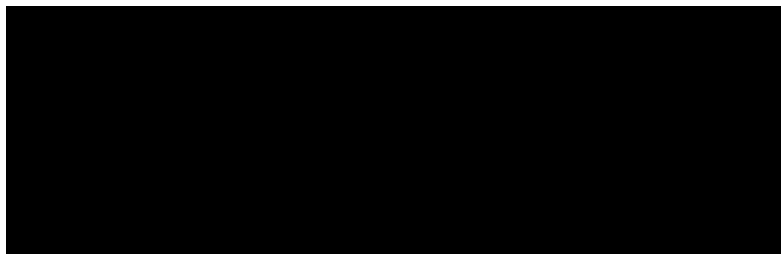
SIGNED for and on behalf of **CARE QUALITY COMMISSION**

Authorised Signatory:

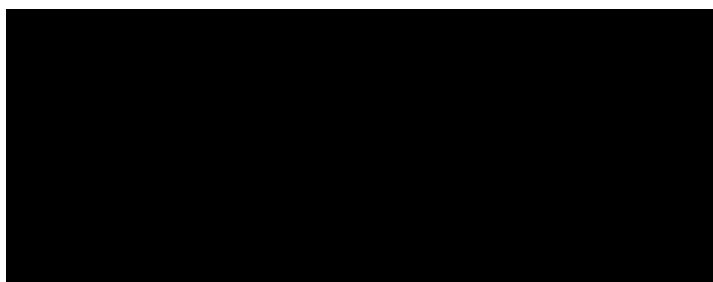


SIGNED for and on behalf of **QUEEN MARY UNIVERSITY OF LONDON**

Authorised Signatory 1:



Authorised Signatory 2:



Annexes

Annex 1: Specification

Annex 2: Supplier's Supplemental Tender

Annex 3: Data Processing Schedule

Annex 1 – Specification

APPENDIX A: STATEMENT OF REQUIREMENTS

1. THE REQUIREMENT

We are seeking a research project on **What works to achieve equity in access, experience and outcomes for Black Men in mental health services?**

The purpose of this research is to provide an evidence base for looking at what good looks like for Black men in mental health services to drive improvement in their access, experience, and outcomes. We propose that this is done by delivering a rapid literature review (include grey literature), supplement with interviews with experts, advocacy groups, providers and charities, and black men who use mental health services, their carers, and families. This research should consider what can be done by CQC to improve equity for Black men when they use mental health services, It should inform improvements in our regulatory decision-making.

The context for this research is that CQC aims to improve the experiences of Black men accessing mental health services, raise public awareness, and encourage local integrated care systems, local authorities, and services to work together to take responsibility for identifying and addressing longstanding inequalities in mental health care. It will support the development and alignment of the Patient and Carer Race Equality Framework¹ (PCREF) and the guidance created for this. PCREF, launched by NHSE, aims to support Mental Health Trusts and Mental Health Service providers to tackle and improve racial health inequalities. Colleagues in CQC who assess Mental Health services, and Mental Health Act reviewers, will need to understand PCREF to undertake assessments and form judgements.

The research questions are:

- What does good quality care for Black men who need and use mental health services look like?
- What factors ensure good quality access to mental health services for Black men?
- What factors ensure Black men experience good quality care across mental health services?

¹ <https://www.england.nhs.uk/mental-health/advancing-mental-health-equalities/pcref/>

- What factors ensure good quality outcomes for Black men who need and use mental health services?
- What are the critical factors that, if not met, create poor experiences for Black men in mental health services?
- What are the best ways for mental health services to engage with Black men to understand their experiences and to improve care quality?
- What does the research tell us about potential problems with data collection disaggregated by race² that we need to be mindful of?
- How can we proactively use our regulatory impact mechanisms to achieve improvement in the quality of care Black men receive from mental health services?

We would expect the research to cover:

- How structural and institutional operations and practices have an impact on access, experience and outcomes for Black men that can be used to identify and therefore support a consistent approach and guidance to support colleagues and providers understand and address the issue.
- Identify how mental health services can reduce inequalities for Black men and promote their health, safety, and welfare.
- Identify how we can use a range of regulatory mechanisms to achieve the desired change in the quality-of-care black men receive from mental health services.
- Identify what works to measure and continually evaluate progress, outcomes and successes to support learning based on findings, including how feedback from Black men is used as an essential part of this.

The outputs required from this research are:

- Actionable insights structured around the quality statements in the single assessment framework³ that will support CQC to understand, recognise and identify best practice for Black men in mental health services more effectively.
- A report of the findings, including accessible executive summary, detailed findings, methodology, critical factors, actionable insights, cited references and quotes from interviews.

² <https://www.healthaffairs.org/content/forefront/disaggregating-race-ethnicity-data-categories-criticisms-dangers-and-opposing>

³ <https://www.cqc.org.uk/guidance-regulation/providers/assessment>

- A high-level slide set and presentation outlining the key findings, learning and insights
- A presentation and briefing to share learning with CQC colleagues, and discuss learning, implications and opportunities
- Alternative accessible formats suitable for website publication.

When developing the project plan, tenderers should ensure the following milestones are met:

- Project plan and finalised methodology for the rapid review (including the search strategy and defined scope), and interviews (including selection criteria and research ethics submission⁴ if service users past and present are to be included in research) (month 1)
- Analysis and synthesis of the information relevant to the research with presentation of emerging findings to internal stakeholders (months 2-4)
- Interviews with experts, academics, advocacy groups, providers and charities, and Black men who use mental health services, their carers, and families (months 3-4)
- Delivery of draft report for review and agreement (month 5)
- Delivery of a final report for CQC sign-off (month 6)
- Final dissemination and presentation of findings to senior leaders and key stakeholders (month 6).

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

Key Performance Indicators (KPIs)

Indicator	Measured by	Target	Review Frequency
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⁴ <https://www.hra.nhs.uk/approvals-amendments/what-approvals-do-i-need/research-ethics-committee-review/>

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.	Monthly for duration of contract.
	Research ethics submission		
	Delivery of draft search strategy and scope.		
	Delivery of final search strategy and scope.		
	Delivery of draft title sift.		
	Delivery of final title sift.		
	Delivery of draft analysis and synthesis of information.		
	Delivery of presentation of emerging findings.		
	Interviews		
	Delivery of draft report.		
	Delivery of final report and presentation.		
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.		

2. DURATION OF CONTRACT

Start Date	End Date	Extension Options (If Applicable)
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05 November	30 April	3 months
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3. COST ENVELOPE

Cost Envelope
£48K to £77K (including VAT)
£40k to £64k (excluding VAT)

4. AUTHORITY AND TENDERER RESPONSIBILITIES

It is the Authority's responsibility to:

- Ensure that we provide the supplier with the relevant information required for the research.
- Discuss and comment on the design (including research methods) and delivery of the research to ensure that the work meets CQC's needs.
- Attend regular contract management and service delivery meetings.
- Ensure payments are made promptly and in line with the contract.

It is the tenderer's responsibility to:

- Appoint a contract and/or a programme manager to oversee the work and liaise with and report to the Authority.
- Ensure delivery against the timeline and milestones, managing contingencies, risks, issues, and mitigations.
- Work within agreed key performance indicators relating to quality, delivery of products and levels of service.
- Provide the authority with draft methodologies, research instruments, and outputs for two rounds

of review and comment before they are submitted to the Authority for sign off.

- Deliver a robust research methodology and credible outputs which meet the needs set out in this statement of requirements.
- Perform quality assurance on all aspects of the work.
- Communicate and meet online with the Authority at the agreed frequency, providing the Authority with timely and ongoing information relating to the programme delivery and progress, including costs and any emergent risks, issues, and associated mitigations.

5. USE OF FINDINGS BY THE TENDERER

The tenderer may use information collected and generated through the work if they obtain consent from CQC before using the information (including findings or outputs) in published works and articles.

6. THE TENDERER RESPONSE

The Tender response is in two parts:

- **Part one: Quality Response.** The tenderer should provide a quality response, Appendix C, which is no longer than 2000 words setting out how they will meet the requirements set out in section one of this document and why they are best suited to delivering this requirement. Quality responses should include:
 - A clear timeline of how and when research will be delivered, including key milestones.
 - A clear articulation of the people who will be undertaking the activity, and the amount of time allocated by each person to the tasks.
 - An articulation of dependencies, risks, and contingencies.
 - The proposed nature and frequency of meetings with the Authority for the duration of the contract.
- **Part two: Price Response.** Tenderers must ensure that the Price Response document, Appendix D, is completed in full, providing a breakdown of the total expected costs for delivering each element of the requirement.

7. OVERALL EVALUATION CRITERIA

The marks available for the evaluation of the Quality Response of the Tender will be 70%, with the remaining 30% of the overall marks being allocated to the evaluation of the Price Response.

8. QUALITY EVALUATION

Tenderers must complete the Quality Response document, Appendix C, which can be found in the e-Sourcing Portal.

The Quality Response will be evaluated against the following evaluation criteria:

QUALITY EVALUATION CRITERIA (Max Score 70)		Sub Criteria Weighting
Sub Criteria 1 – The response addresses the requirement including: <ul style="list-style-type: none"> - The response demonstrating a clear understanding of the requirement. - The proposed approach/ methodology meeting the needs of the requirement. - An adequate amount of time and resources proposed to be allocated to deliver the requirement. - The proposed outputs meeting the needs of the requirement. 		45
Sub Criteria 2 – The skills and experience of the proposed team is well suited to meeting the needs of the requirement. This includes people within the team being allocated to tasks to which they have the appropriate level of skills and experience to perform.		25

Each Quality sub criteria will be allocated a weighted score based on the scoring matrix below table:

SCORE	PERFORMANCE	JUDGEMENT	% of Max Score Available
0	Unsatisfactory	<p>No or inadequate response that contains material omissions or provides no (or inadequate) supporting evidence / examples / information.</p> <p>The response gives no confidence that the Tenderer has the capability, resource and experience to properly perform the contract.</p>	0%
1	Weak	Response inadequately addresses one or more key points and / or includes inadequate supporting evidence / examples / information.	25%

		The response gives little confidence that the Tenderer has the capability, resource and experience to properly perform the contract.	
2	Adequate	Response adequately addresses all key points and includes adequate supporting evidence / examples / information. The response gives a reasonable degree of confidence that the Tenderer has the capability, resource and experience to perform the contract.	50%
3	Good	Response addresses all key points well and includes good supporting evidence / examples / information. No significant weaknesses. The response gives confidence that the Tenderer has the capability, resource and experience to properly perform the contract.	75%
4	Excellent	Response addresses all points well and provides excellent supporting evidence / examples / information. The response gives a high degree of confidence that the Tenderer has the capability, resource and experience to properly perform the contract.	100%

Tenderers must achieve a minimum score of “2” (i.e. “Adequate”) for each of the Quality Evaluation Criteria to be considered for the award of this Contract. Failure to achieve this minimum scoring threshold for one or more Quality Evaluation Criteria will result in a Tenderer’s Tender Response not being considered.

9. PRICE EVALUATION

Tenderers must complete the Price Response document, Appendix D, which can be found in the e-Sourcing Portal.

The Price Evaluation seeks to establish that a Tenderer has provided adequate and feasible costings for each element of the service requirement and will deliver the requirement within those costings.

The Price Evaluation will be carried out based on the total overall price (i.e. grand total of costs). The calculation used to determine the Price Evaluation Score is as follows:

$$\text{Weighting Score} = \frac{\text{Lowest Grand Total of Costs}}{\text{Tender Grand Total of Costs}} \times \text{Max Score (30)}$$

An example is presented below to illustrate workings:

If three Tender responses are received and Tenderer A has quoted £600,000 as their total price, Tenderer B has quoted £700,000 as their total price and Tenderer C has quoted £800,000 as their total price, then the calculation will be as follows:

- Tenderer A Score = (£600,000/£600,000) x 30 (maximum marks available) = 30.00
- Tenderer B Score = (£600,000/£700,000) x 30 (maximum marks available) = 25.71
- Tenderer C Score = (£600,000/£800,000) x 30 (maximum marks available) = 22.5

The highest mark allocation for the Price evaluation will be awarded to the Tenderer submitting the overall lowest total cost. The remaining Tenderers will receive a pro-rata mark based on their Total Cost in relation to the overall lowest Total Cost.

Annex 2 – Supplemental Tender

<p>Sub Criteria 1 – The response addresses the requirement including:</p> <ul style="list-style-type: none">- The response demonstrating a clear understanding of the requirement.- The proposed approach/ methodology meeting the needs of the requirement.- An adequate amount of time and resources proposed to be allocated to deliver the requirement.- The proposed outputs meeting the needs of the requirement.	45%
<p>Sub Criteria 2 – The skills and experience of the proposed team is well suited to meeting the needs of the requirement. This includes people within the team being allocated to tasks to which they have the appropriate level of skills and experience to perform.</p>	25%

Please ensure your quality response includes a clear articulation of how much time each member of the proposed team will spend on each activity.

The Max word count is 2000 words.

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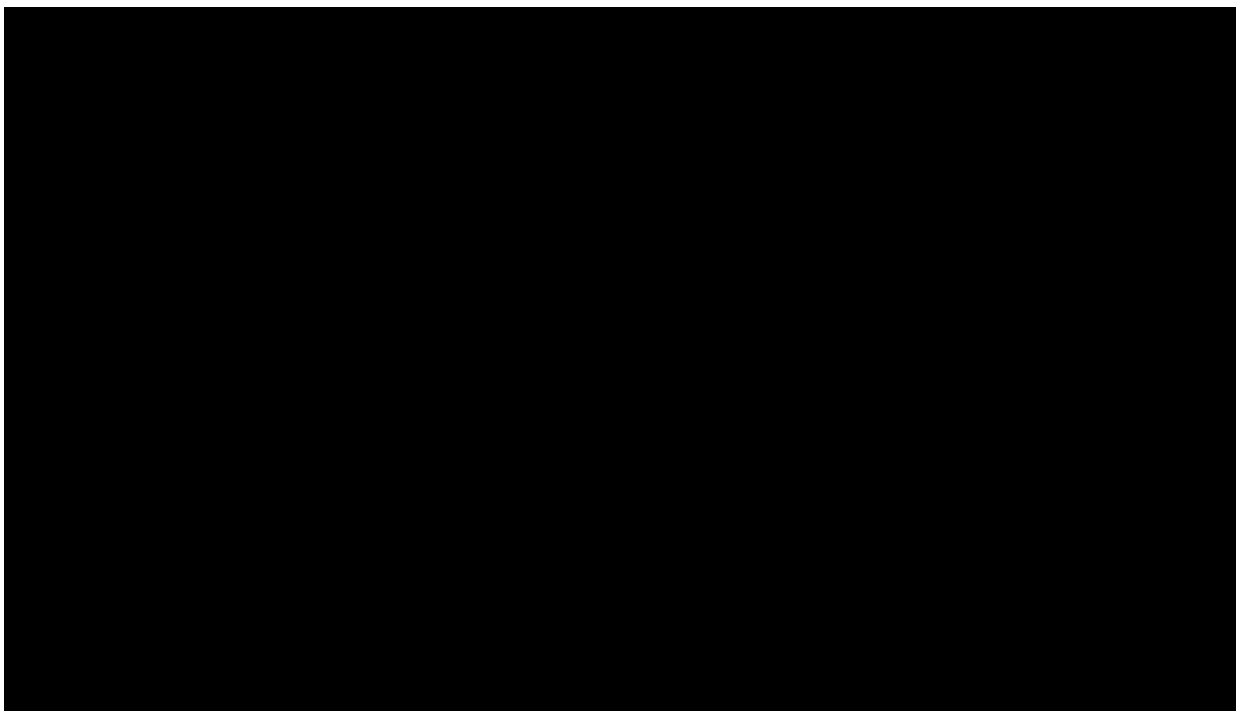
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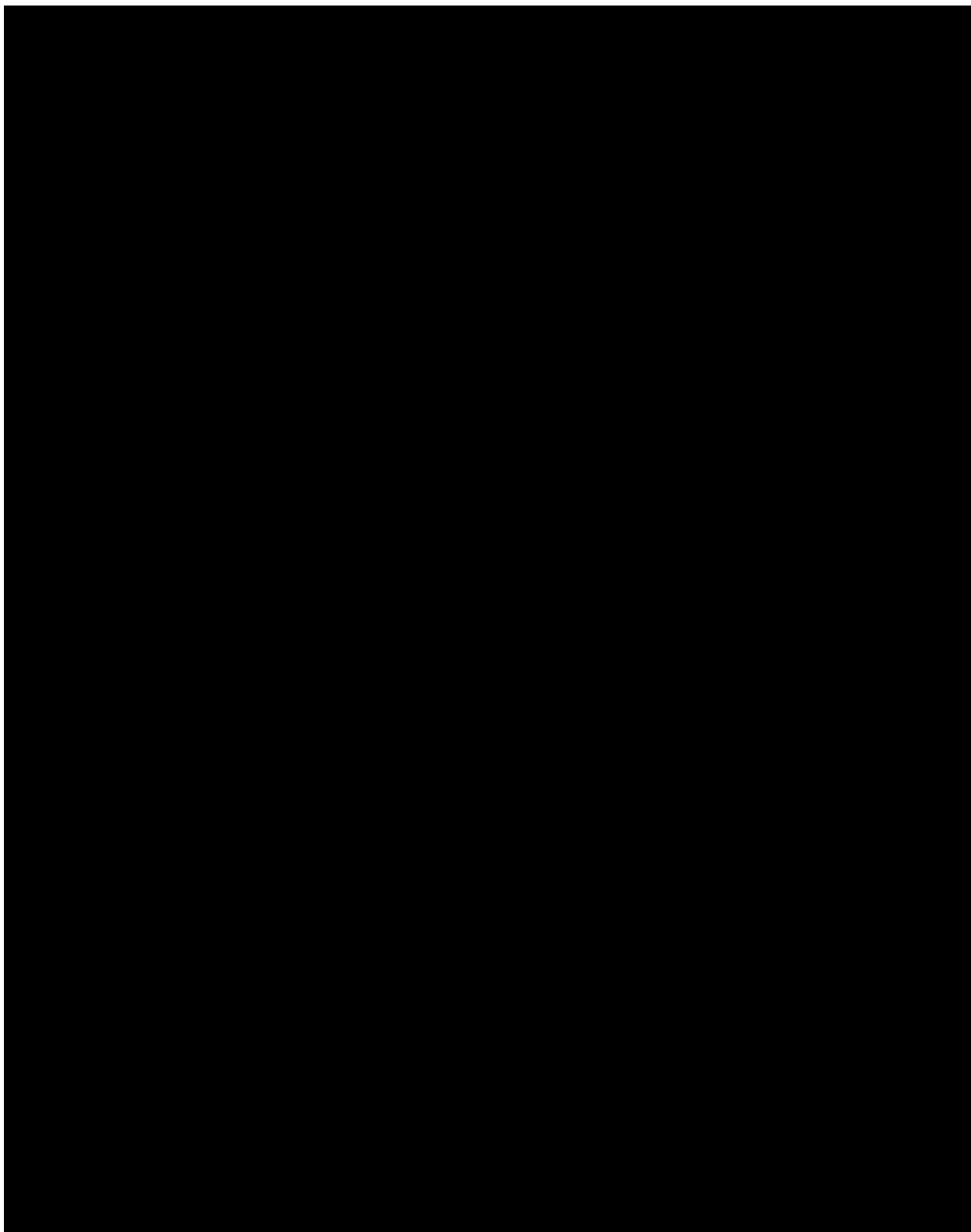
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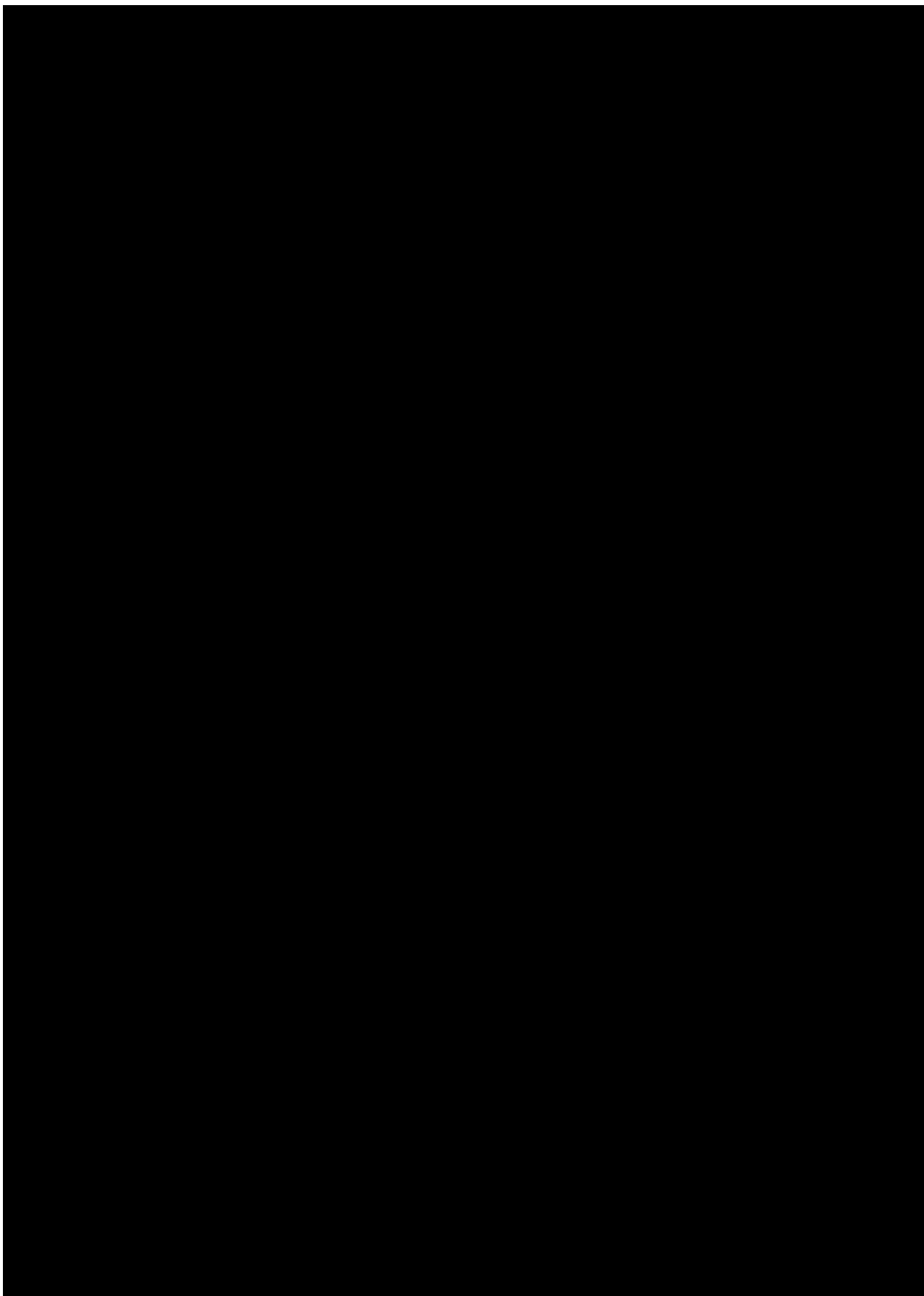
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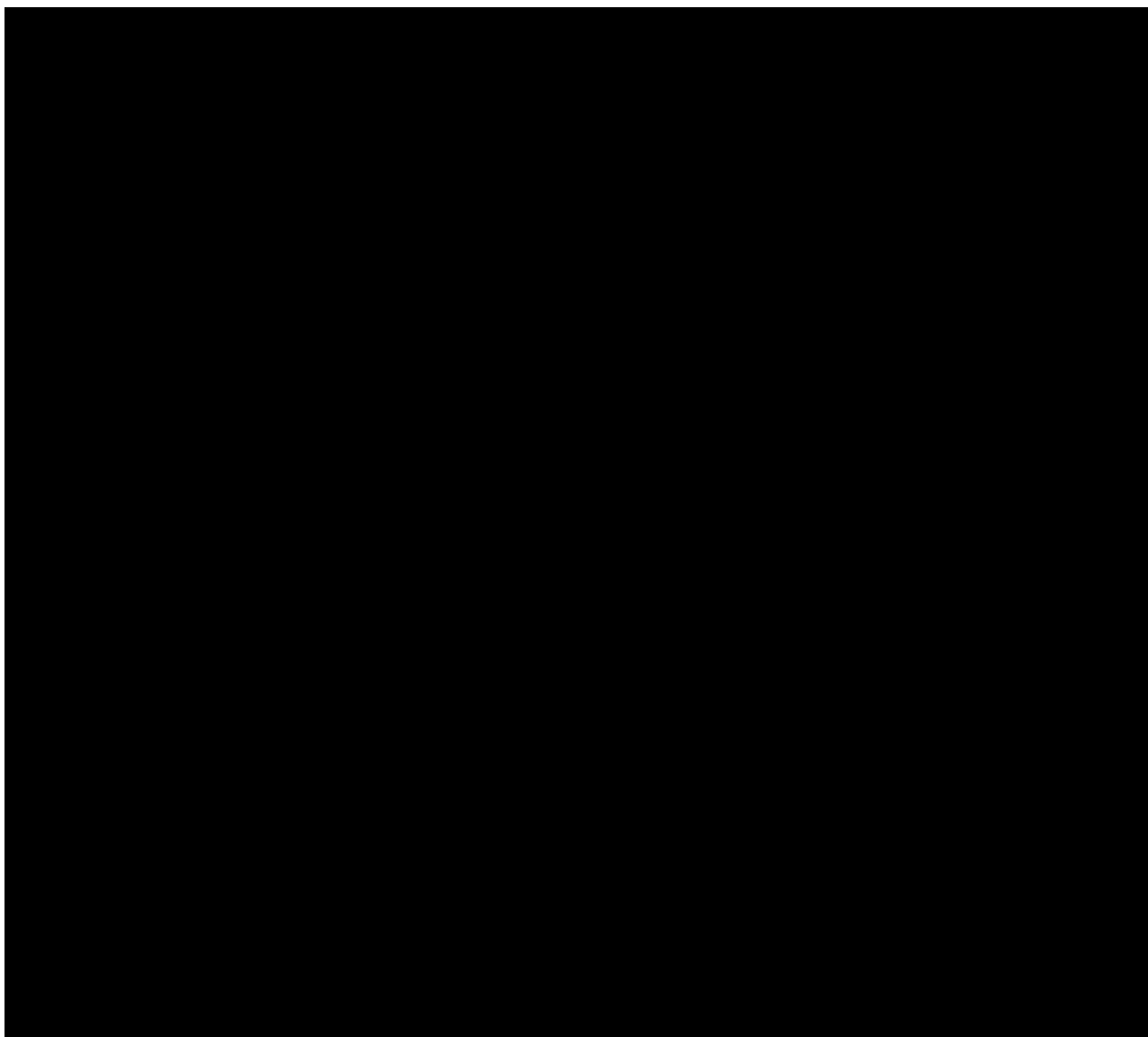
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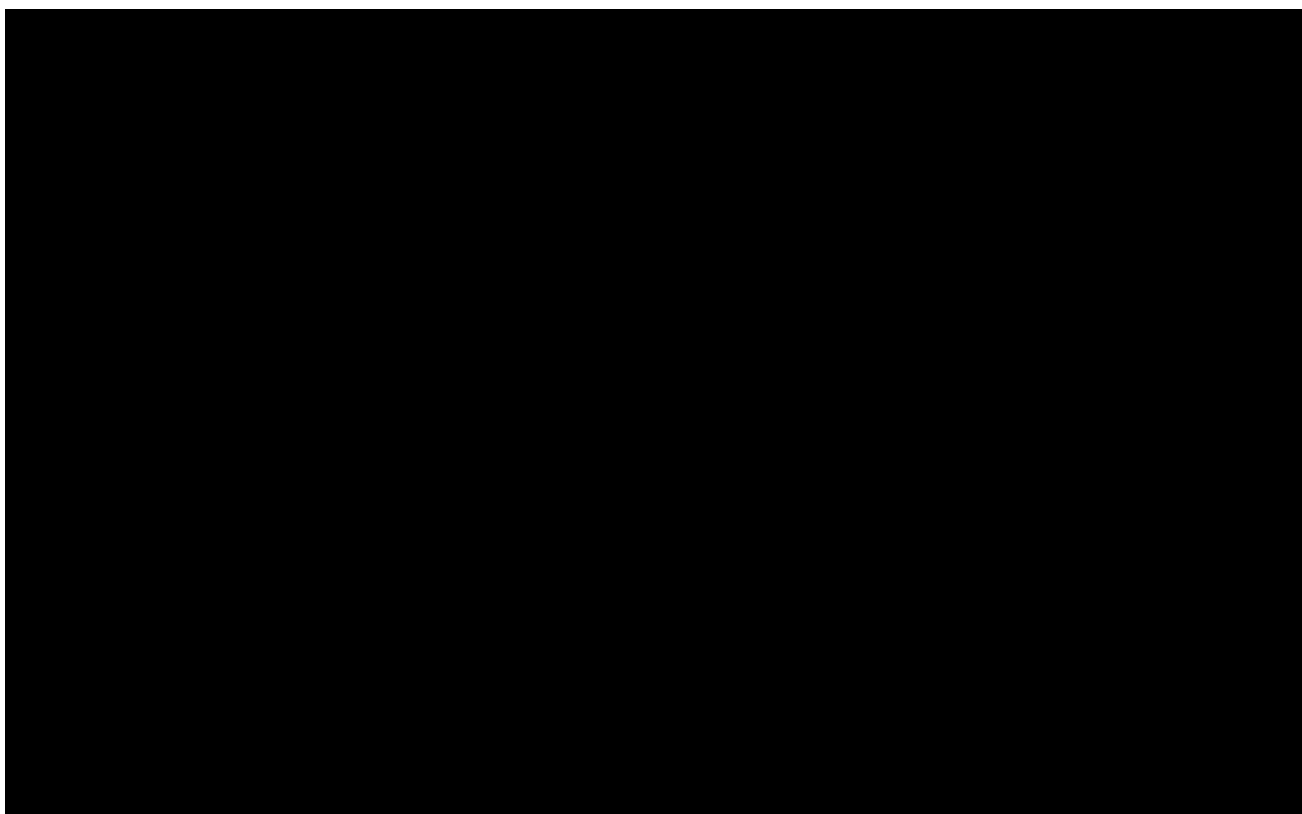
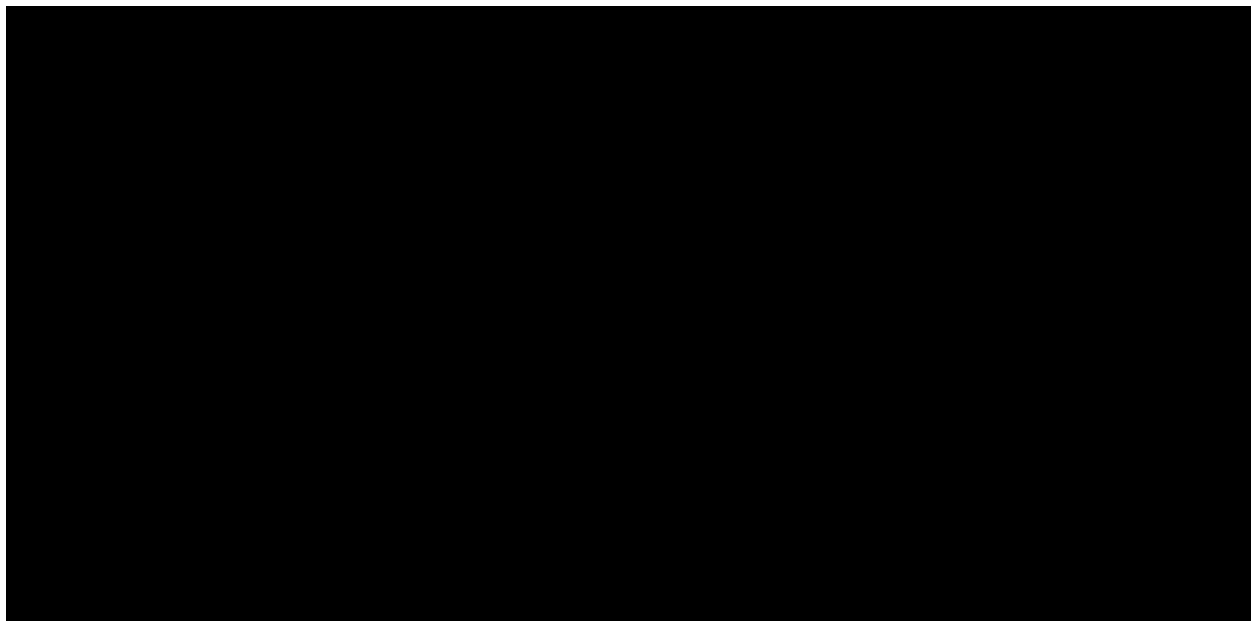
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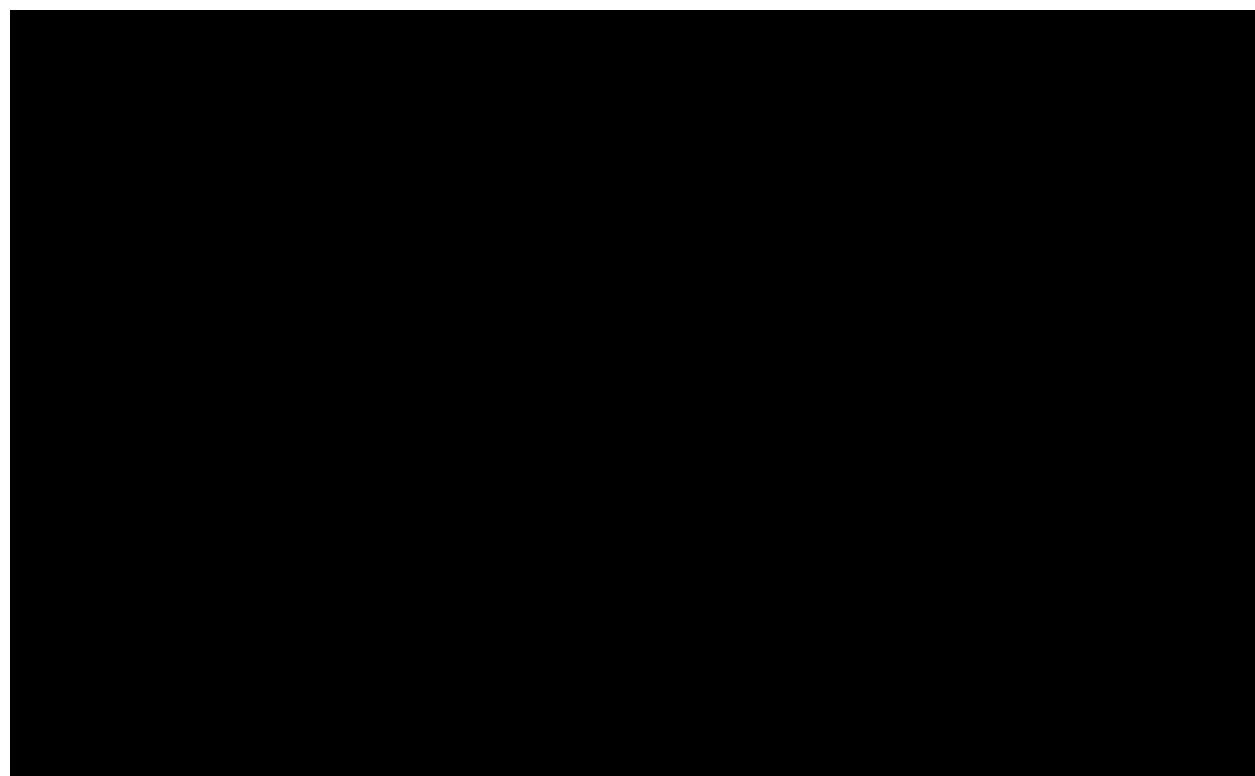
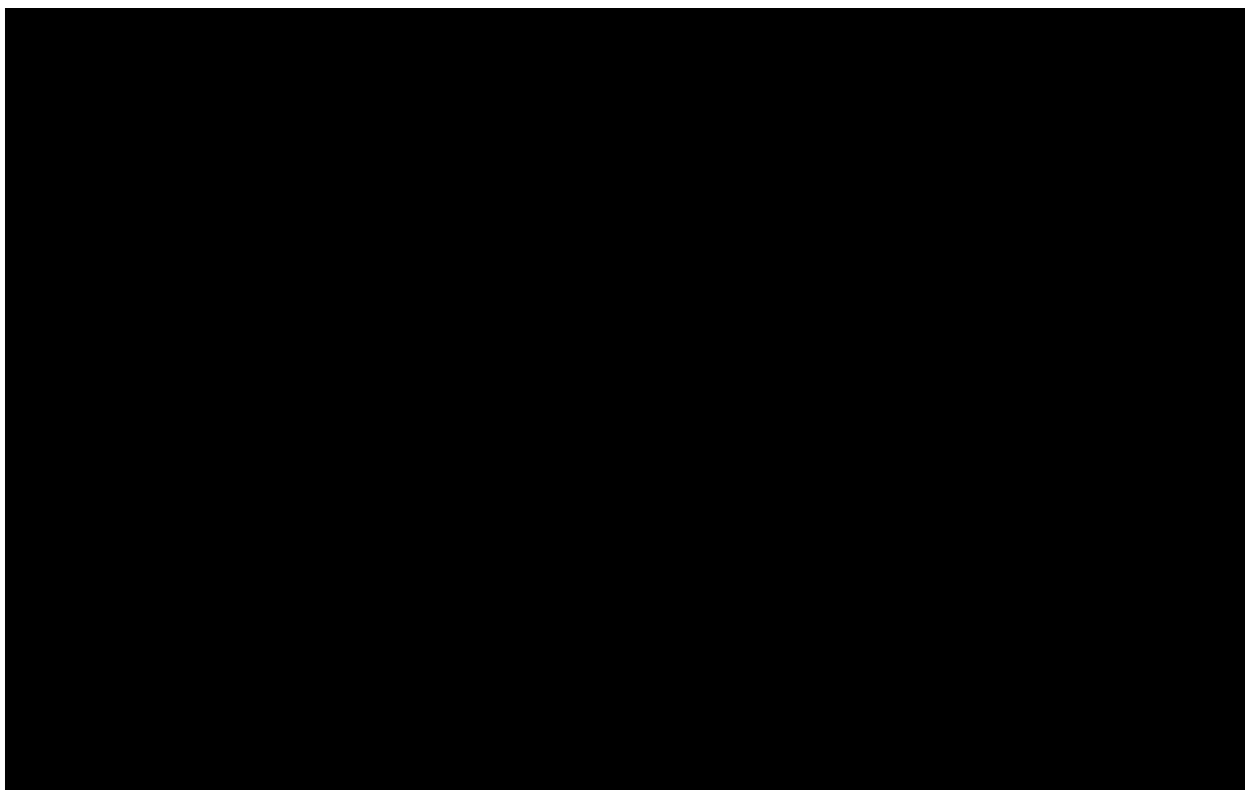




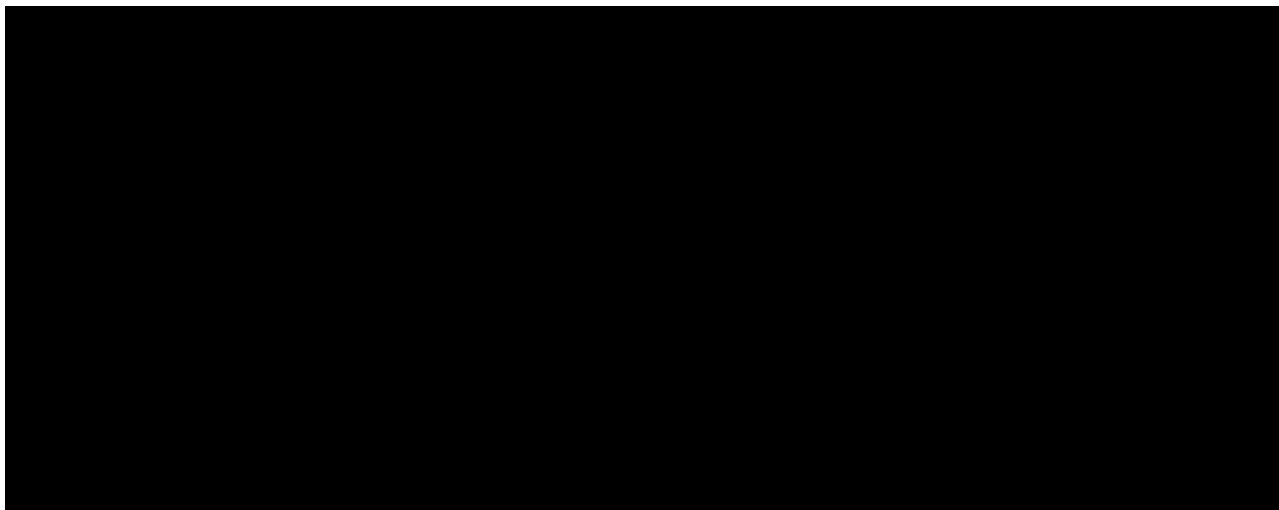








Total for What works to achieve equity in access, experience and outcomes for Black Men in mental health services? Including VAT	£76,681
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1.2

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>The Parties are Independent Controllers of Personal Data</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">• 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,• Personal data obtained directly from the data subjects.
Subject matter of the Processing	<p>This project will explore Black men's experiences of accessing and receiving mental health services, as well as the experiences of participants delivering and/or planning care. We will follow the CUREC guidance for conducting interviews with people with mental health problems in case participant wellbeing concerns arise.</p>

Description	Details
Duration of the Processing	The processing will take place from November 2024 to May 2025.
Nature and purposes of the Processing	<p>The study will be based on semi-structured interviews with key stakeholders via telephone or MS Teams.</p> <p>After informed consent is obtained, the interviews will last approximately 30-40 minutes and will explore Black men's experiences of accessing and receiving mental health services, as well as the experiences of participants delivering and/or planning care.</p> <p>We will follow the CUREC guidance for conducting interviews with people with mental health problems in case participant wellbeing concerns arise.</p> <p>The interviews will be audio-recorded to facilitate in-depth analysis.</p> <p>This will mainly include perceptions of providing or receiving services. The data will be in the form of an audio recording of the interview. The recordings will be transcribed by the research team into a text and the recording will then be deleted. The text will be anonymised at this point. Data will be analysed using framework analysis. The RREAL sheets will be reviewed by two researchers to identify the main themes and develop a framework. Data will be indexed within a matrix arising from the framework topics in the columns and cases (each participant) in rows. The categories will be based on our research questions, while also being sensitive to topics emerging from the data.</p>
Type of Personal Data being Processed	Telephone numbers, email addresses, perceptions of providing or receiving mental health services.
Categories of Data Subject	Experts, Advocacy groups, Mental Health service providers, Charities, Black men who use mental health services and their carers/families.

Description	Details
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under law to preserve that type of data</p>	<p>The interviews will be audio-recorded to facilitate in-depth analysis. The recordings will be transcribed by the research team into a text and the recording will then be deleted. The text will be anonymised at this point. The interview transcripts will be stored on a secure UCL server for 12 months and will then be deleted.</p>
<p>Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract and international transfers and legal gateway</p>	<p>All data will be stored at UCL.</p>
<p>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</p>	<p>We will follow the CUREC guidance for conducting interviews with people with mental health problems in case participant wellbeing concerns arise.</p> <p>The recordings will be transcribed by the research team into a text and the recording will then be deleted. The text will be anonymised at this point.</p> <p>Anonymised interview transcripts will be stored on a secure UCL server (OneDrive) in a password protected folder that will only be accessed by members of the research team.</p>

