

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	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables, is to improve our understanding of what 'Outstanding' looks like in health and social care providers by providing a set of principles about what makes something 'outstanding'. This needs to be at a level that is specific enough for practical application for CQC operational colleagues and its regulated providers. This research also needs to explore applicability of the principles of outstanding to Local Authorities – 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&S 052</p>
4.	Contract reference	CQC EP&S 097 – What 'outstanding' looks like - 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	10 th March 2025
9.	Expiry Date/ Initial Term	15 th August 2025 5 months
10.	Extension Period	Up to 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 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

		<p>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.</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.	Special Terms	<p>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> <p>Special Term 2 - Licence</p> <p>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</p> <p>Special Term 3 - Funding Transparency</p> <p>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.</p> <p>Special Term 4 - Editorial independence</p> <p>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</p>

		<p>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.</p> <p>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).</p>
		<p>Special Term 5 – Publicity</p> <p>Clause 19 of the Framework Agreement shall be varied to include the following:-</p> <p>"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."</p>
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	<p>Initial Term:</p> <p>£ 108,160.00 Ex VAT</p> <p>£ 129,187.00 Inc VAT</p> <p>Details in Annex 2 to this Award Form and Schedule 3 of Call-Off Terms and Conditions (Charges)</p>
18.	Estimated Year 1 Charges	<p>£ 108,160.00 Ex VAT</p> <p>£ 129,187.00 Inc VAT</p> <p>Should the buyer wish to execute the extension for the Research, a change control notice/variation will be required.</p>

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	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 than 150% 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 £20 million.</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 as and when required.</p>
25.	Guarantor	NOT APPLICABLE
26.	Virtual Library	NOT APPLICABLE
27.	Supplier's Contract Manager	<div>██████████</div> <div>██████████</div> <div>████████████████████</div>
28.	Supplier Authorised Representative	<div>██████████</div> <div>██</div> <div>████████████████████████████</div>
29.	Supplier Compliance Officer	NOT APPLICABLE

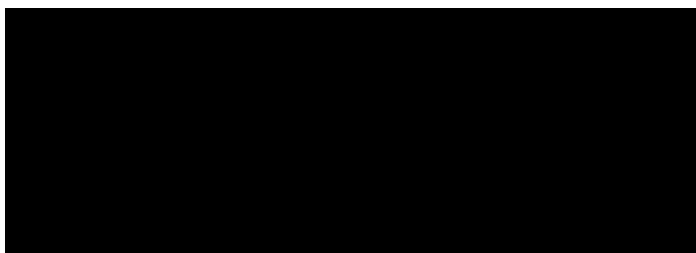
30.	Supplier Data Protection Officer	<div></div> <div></div> <div></div>
31.	Supplier Marketing Contact	NOT APPLICABLE
32.	Key Subcontractors	Not applicable
33.	Buyer Authorised Representative	<div></div> <div></div> <div></div>

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.

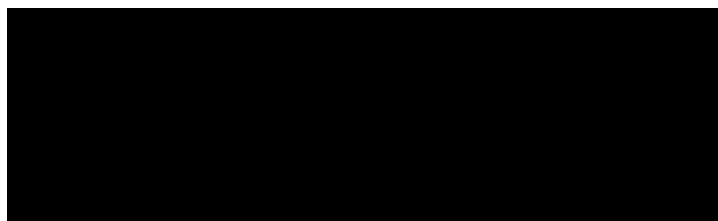
SIGNED for and on behalf of **CARE QUALITY COMMISSION**

Authorised Signatory:

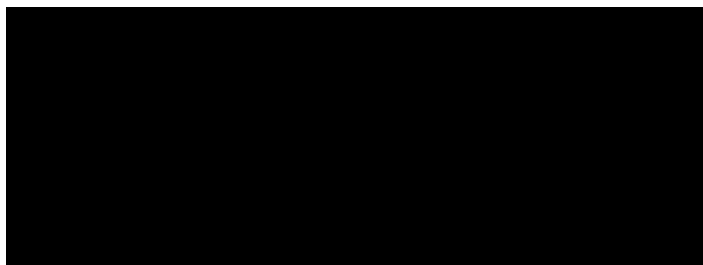


SIGNED for and on behalf of **THE KING'S FUND**

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

1. THE REQUIREMENT

Via a Direct Award through Lot 1 we seek to commission a project on ‘What ‘outstanding looks like’.

CQC is the independent regulator of health and adult social care in England. We make sure health and social care services provide people with safe, effective, compassionate, high-quality care and we encourage care services to improve. We monitor, inspect and regulate services and publish what we find. Where we find poor care, we will use our powers to take action.

The purpose of this research is to improve our understanding of what ‘Outstanding’ looks like in health and social care providers by providing a set of principles about what makes something ‘outstanding’. This needs to be at a level that is specific enough for practical application for CQC operational colleagues and its regulated providers. This research also needs to explore applicability of the principles of outstanding to Local Authorities.

The context for this research

For providers, CQC set out what ‘outstanding’ looks like against its 5 key questions (Safe, Effective, Responsive Caring and Well-led) and key lines of enquiry (KLOEs) in its previous assessment framework. These rating characteristics are set out in the following documents:

- [Ratings characteristics for Adult Social Care](#)
- [Ratings characteristics for Healthcare](#)

We have also previously:

- [Published examples of outstanding practice for GP practices.](#)
- [Identified factors that have been crucial in developing outstanding care](#)

Since then, CQC has developed a new assessment framework. Whilst the 5 key questions and 4 quality ratings (Outstanding, Good, Requires Improvement and Inadequate) remain, the key lines of enquiry (KLOEs) and underlying prompts have been replaced with new ‘quality statements’ (these are set at the level of ‘good’). Given this ratings characteristic work was undertaken some time ago and with the introduction of the new assessment framework and quality statements this provides an opportunity to refresh our understanding of Outstanding. This also coincides with our review of the assessment framework a year after being introduced.

Whilst this research is focussed on ‘Outstanding’ in health and social care providers we would like the research to also explore applicability of these principles of outstanding to Local Authorities. CQC has a new duty to assess Local Authorities (LAs). Like for providers, CQC uses the [assessment framework](#) to assess LAs, however the approach is more tailored to their context with a subset of the quality statements used. By December 2025 CQC hopes to have assessed and rated all local authorities. To date, most local authorities have been rated requires improvement, with some good and only one rated outstanding. The panel of expert reviewers (who calibrate ratings) have also identified cases that have some outstanding features.

Work is currently underway in CQC to define characteristics of ratings for both Providers and LAs against the new quality statements (this is in-part based upon previous characteristics mapped to the new quality statements). Internal and external feedback is currently being sought on these. Some early, but consistent, feedback from providers has been that the Outstanding characteristics may need to be pitched at a higher level, and they need a clearer distinction from the rating of 'Good'. There is also some concern about the characteristics 'standing the test of time' (*would something today that is considered outstanding being equally thought outstanding in a year or so's time*). We have also heard that stakeholders would like us to publish both the principles that underpin, and the details of, the scoring descriptors and rating characteristics.

It will be important that this research both draws on and feeds into this current work which consists of producing some; high level principles across all the ratings, scoring descriptors and rating characteristics. This internal work is likely to involve the following phases: co-production/ engagement, testing using draft principles/ descriptors / characteristics. The timeline for this work is still being agreed but ultimately the output of the work is to inform policy options, which we provisionally expect to develop by the end of May, then wider internal/external engagement and testing and piloting following, ahead of an autumn consultation on the assessment framework including descriptors of ratings.

Developing a set of principles about what makes something outstanding for health and social care providers could provide an alternative way to articulate 'Outstanding' and help address some of the current concerns and asks. In particular it will help ensure our view of outstanding is up to date and does not become 'dated', support improvement in providers whilst giving scope to innovate (we know providers use our published information to help them improve*) and it helps to address ambiguity over what some may feel is outstanding and others feel is just good. [**There is also research underway looking at the regulatory levers that support improvement in LAs*].

We are aware there is some precedent of 'Outstanding principles', (although some time ago) the Audit Commission's use of resources assessment or ALE assessments for NHS Trusts and PCTs took this approach.

The research question is:

What do principles of outstanding look like that help distinguish between good and outstanding care, support and treatment?

This research would need to consider:

- This question for the providers of health and social care we regulate
- applicability across the sectors and service types we regulate, and
- across the five key questions (Safe, Effective, Responsive Caring and Well-led)
- identification of some general outstanding practice in health and care, and in local authorities
- exploration of the applicability of the principles of outstanding to Local Authorities.

Approach

We are seeking a research partner with expertise in regulation, CQC and health and social care. We would like to draw on the expertise of the supplier to develop and determine the

appropriate design and methodologies for this research, however, we would expect it to include:

- Working collaboratively and alongside **Policy colleagues** who are working on the principles/ descriptors and characteristics of ratings.
- Considering how learning from **CQC Policy colleagues'** testing of principles/ descriptors and characteristics of ratings can be drawn in to this research, and how this research will feed into Policy's work.
- A rapid literature review including academic and grey literature (e.g. CQC's characteristics of outstanding from draft and previous publications, evidence of outstanding practice).
- Speaking with, providers, representatives of people using services, CQC colleagues (including those involved in the CQC testing) and other regulators (that identify outstanding practice (or the equivalent)).
- Analysis and development of principles for Outstanding.
- Liaison with the CQC Local Authority Team.

The outcomes required from this research are:

- The development of principles for outstanding (that helps distinguish between good and outstanding care, support and treatment) that are applicable across the different sectors and service types regulated by CQC.
- The development of principles at an 'overall' level (i.e. outstanding principles that are applicable to all 5 key questions).
- If there are variations in principles for the 5 key questions, the development of outstanding principles at key question level.
- Principles that can be used by those we regulate help them move beyond good/ and help inspectors when assessing for Outstanding.
- To help illustrate the principles, some general outstanding examples for health and care.
- What is and is not transferrable, of the principles of outstanding, to Local Authorities.

Output requirements: The outputs required from this research are:

- Iterative feeding in of findings throughout the project to inform **CQC Policy team's** work, including liaison with CQC's LA team.
- Presentations of emerging findings to internal stakeholders with an additional internal workshop with the LA team to share emerging work, discuss how this aligns with their thinking to date and work through what is/isn't transferable, of the principles of outstanding, to Local Authorities.
- A final report with accessible executive summary, suitable for publication on our website, to help achieve the outcomes above, including the developed principles for outstanding for providers.
- A high-level slide set, presentations and briefings to internal/external audiences to share findings (minimum expectation: 1 internal, and 1 external presentation), with potential to do more than 1 internal presentation to different focused audiences.
- Alternative accessible formats suitable for website publication.

When developing the project plan, the Framework Supplier should ensure the following **milestones** are met: [NOTE: If Month 1= March, 2= April, Month 3= May, Month 4=June, Month 5= July, Month 6=Aug]

- Inception meeting, project plan and agreed finalised methodology (month 1)

- Analysis and synthesis of the information relevant to the research with presentation of emerging findings to internal stakeholders (months 1-2)
- Completion of data collection and analysis as set out in the project plan (months 2-4)
- Sharing of emerging findings to feed Policy work (Month 3)
- Final dissemination and workshop / presentation of findings to senior leaders and key stakeholders (month 4).
- Delivery of draft report for review and agreement, as per agreed structure (month 5)
- Delivery of a final report for CQC sign-off (month 5-6)

The Framework Supplier 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
Timely delivery of quality outputs	Delivery of project plan for review by CQC.	By the point set in the Framework Supplier's timeline and in line with the milestones set out in section one.	Monthly for duration of contract.
	Delivery of draft research instruments.		
	Delivery of final research instruments.		
	Delivery of draft analysis and synthesis of information.		
	Delivery of presentation of emerging findings.		
	Delivery of draft report.		
	Delivery of final report and workshop / presentation/s.		
Collaboration	There is regular contact and engagement with the Authority on the work.	As stipulated in section one of this document and in the	Weekly for duration of contract.

	<p>The Authority is provided with plans, research instruments, and outputs for review and comments are acted upon.</p> <p>There is effective knowledge transfer to CQC.</p>	Framework Supplier's quality response.	
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2. DURATION OF CONTRACT

Start Date	End Date	Extension Options (If Applicable)
March 2025	Aug 2025	Up to 3 months

3. COST ENVELOPE

Cost Envelope
£110,000 to £130,000 (including VAT)

4. AUTHORITY AND FRAMEWORK SUPPLIERS' RESPONSIBILITIES

It is the Authority's responsibility to:

- Ensure that we provide the Framework 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 framework supplier's responsibility to:

- Appoint a contract and/or a programme manager to oversee the work and liaise with and

report to the Authority.

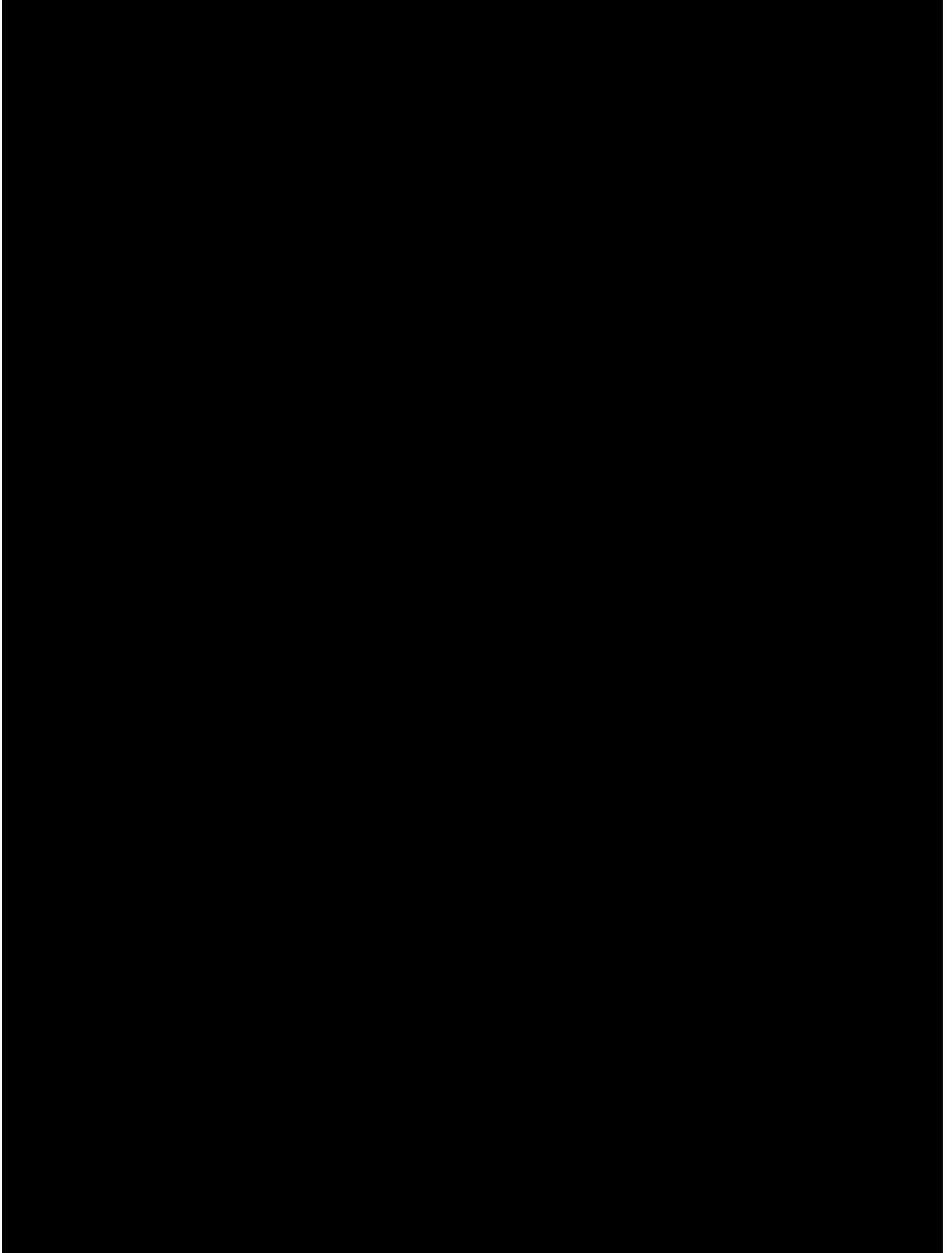
- Ensure delivery against the timeline and milestones, managing contingencies, risks, issues, and mitigations.
- Work within agreed key performance indicators relating to quality, delivery of products and levels of service.
- Provide the authority with draft methodologies, research instruments, and outputs 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.

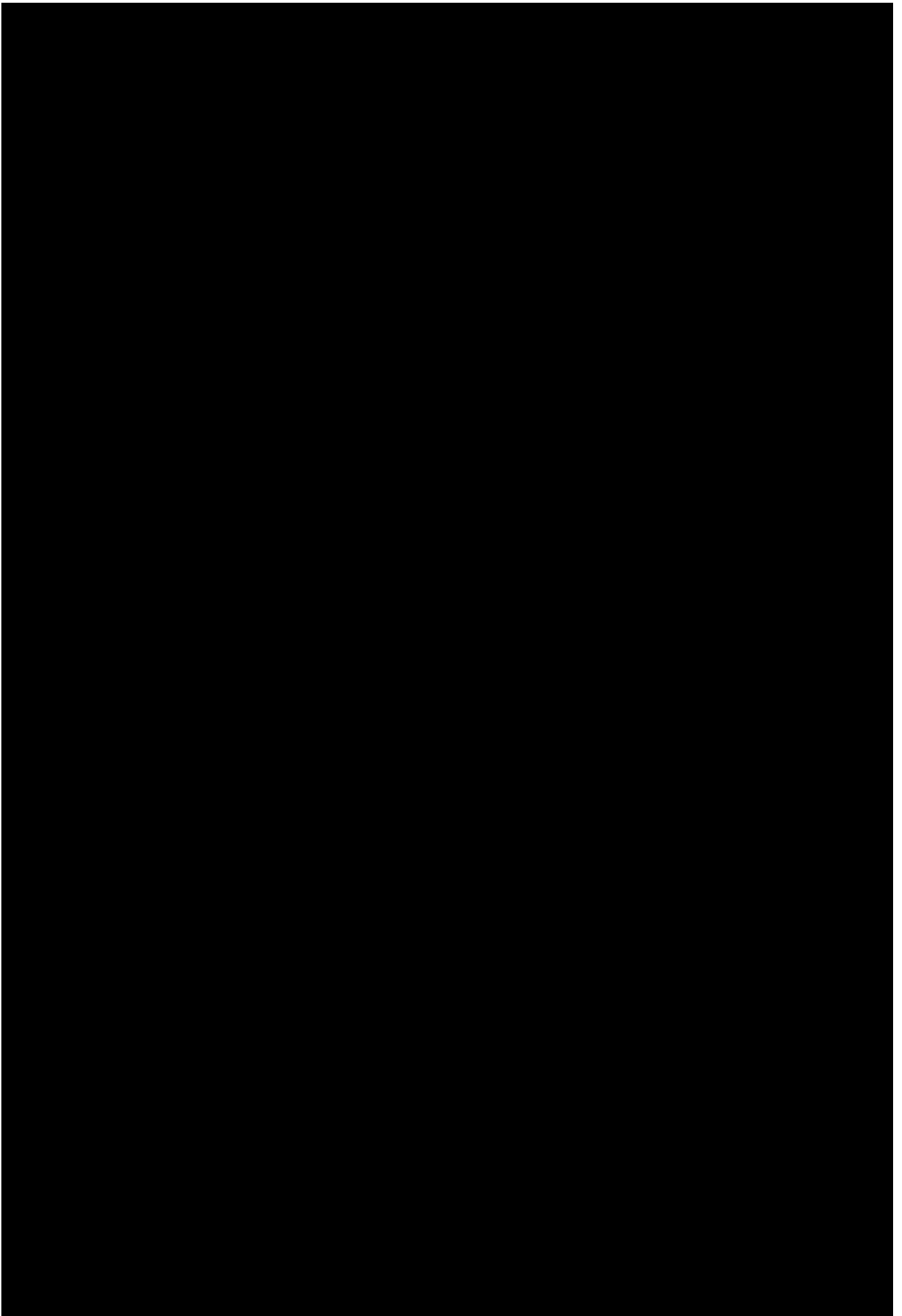
5. USE OF FINDINGS BY THE FRAMEWORK SUPPLIER

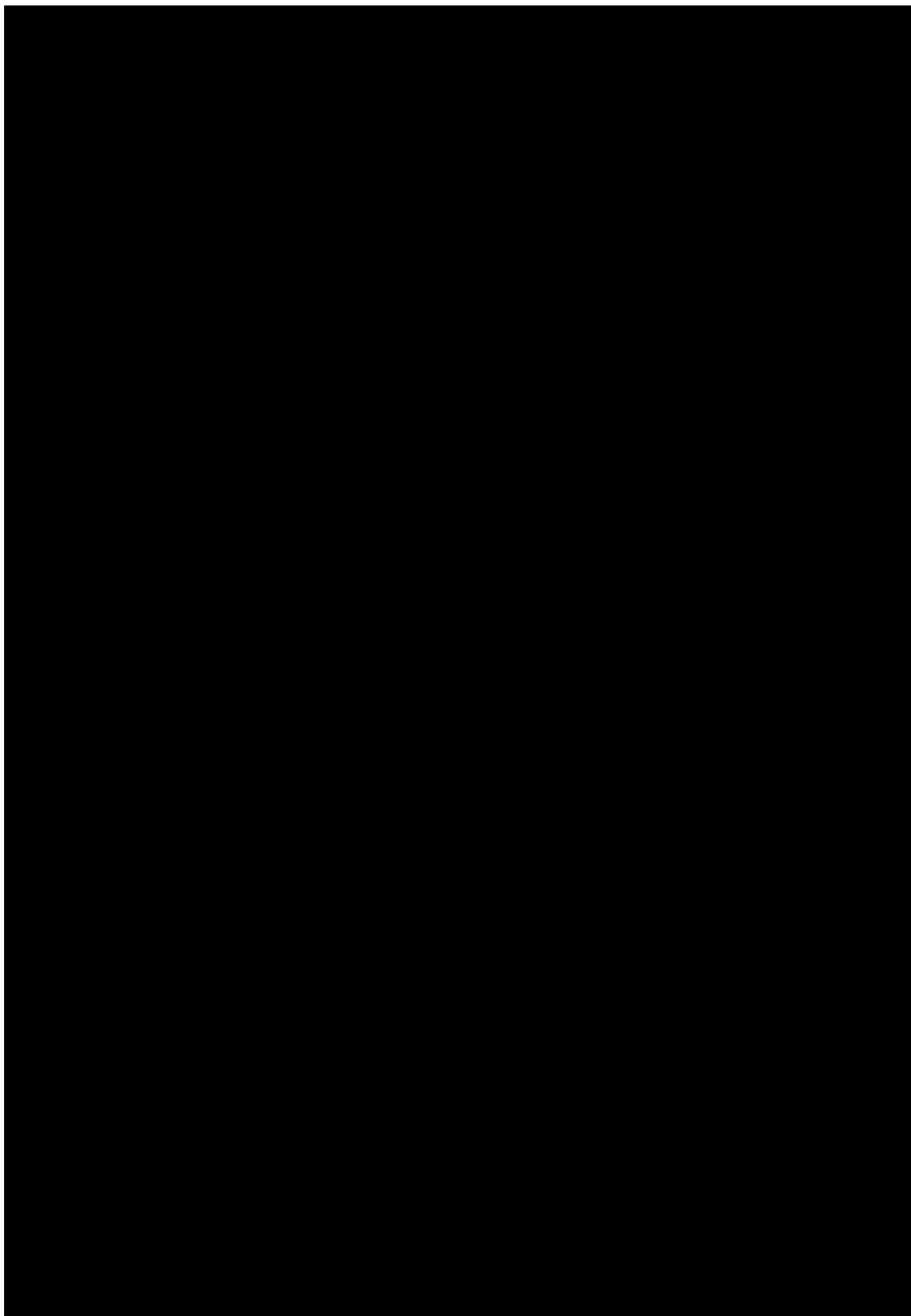
The Framework Supplier may use information collected and generated through the work if they obtain consent from CQC before using the information (including findings or outputs) in published works and articles.

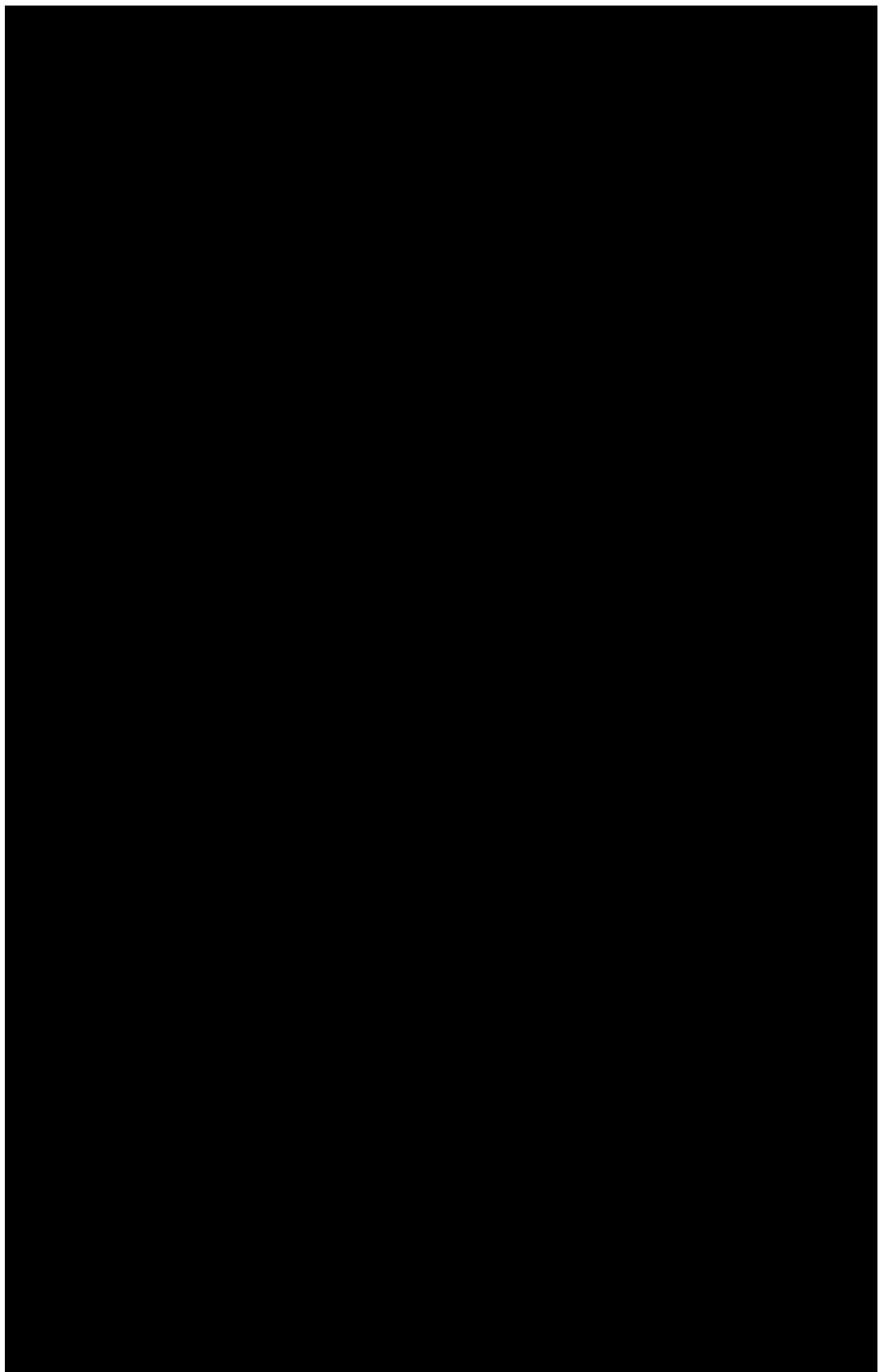
Annex 2 – Supplemental Tender

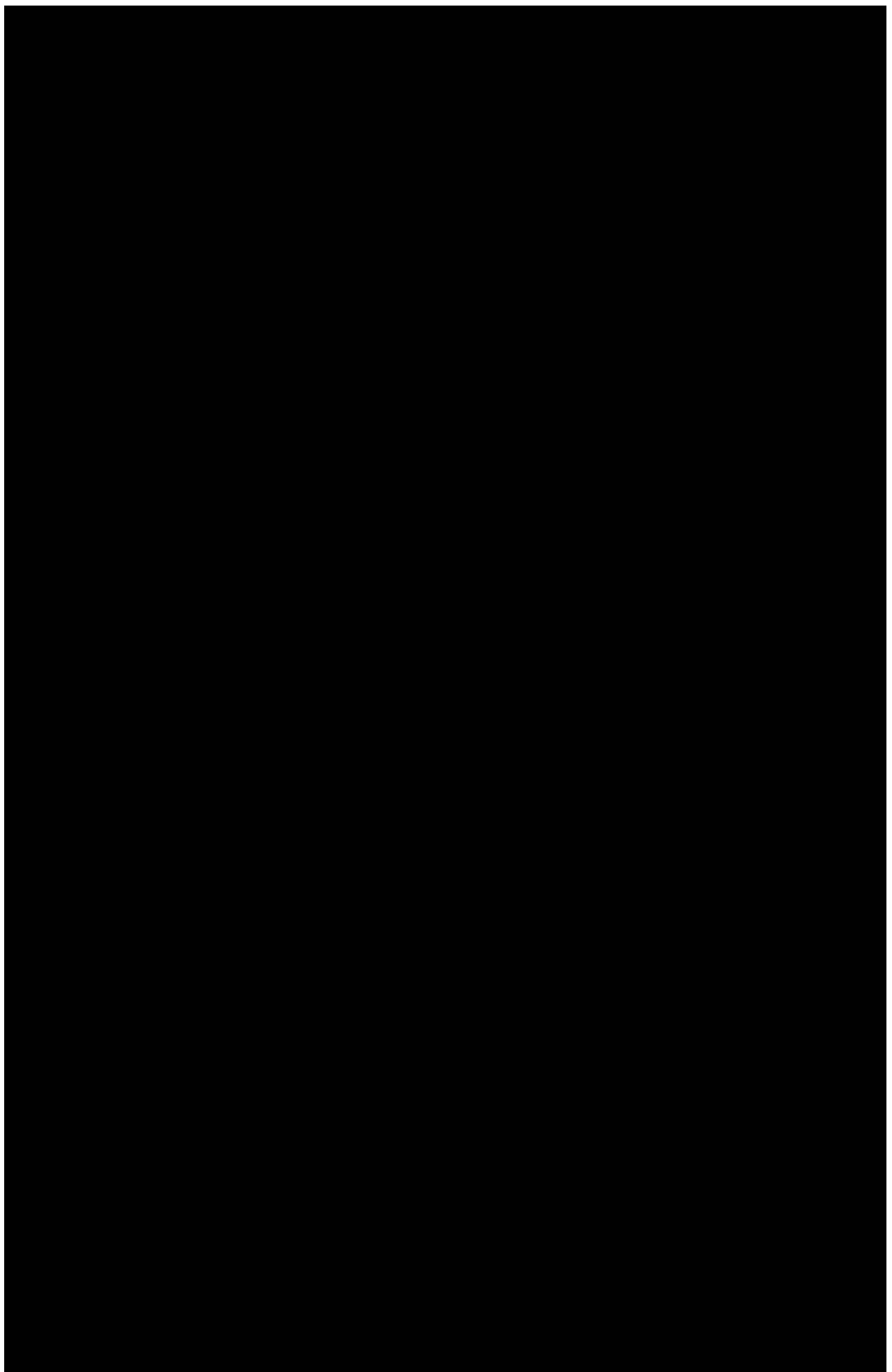
Quality Response:

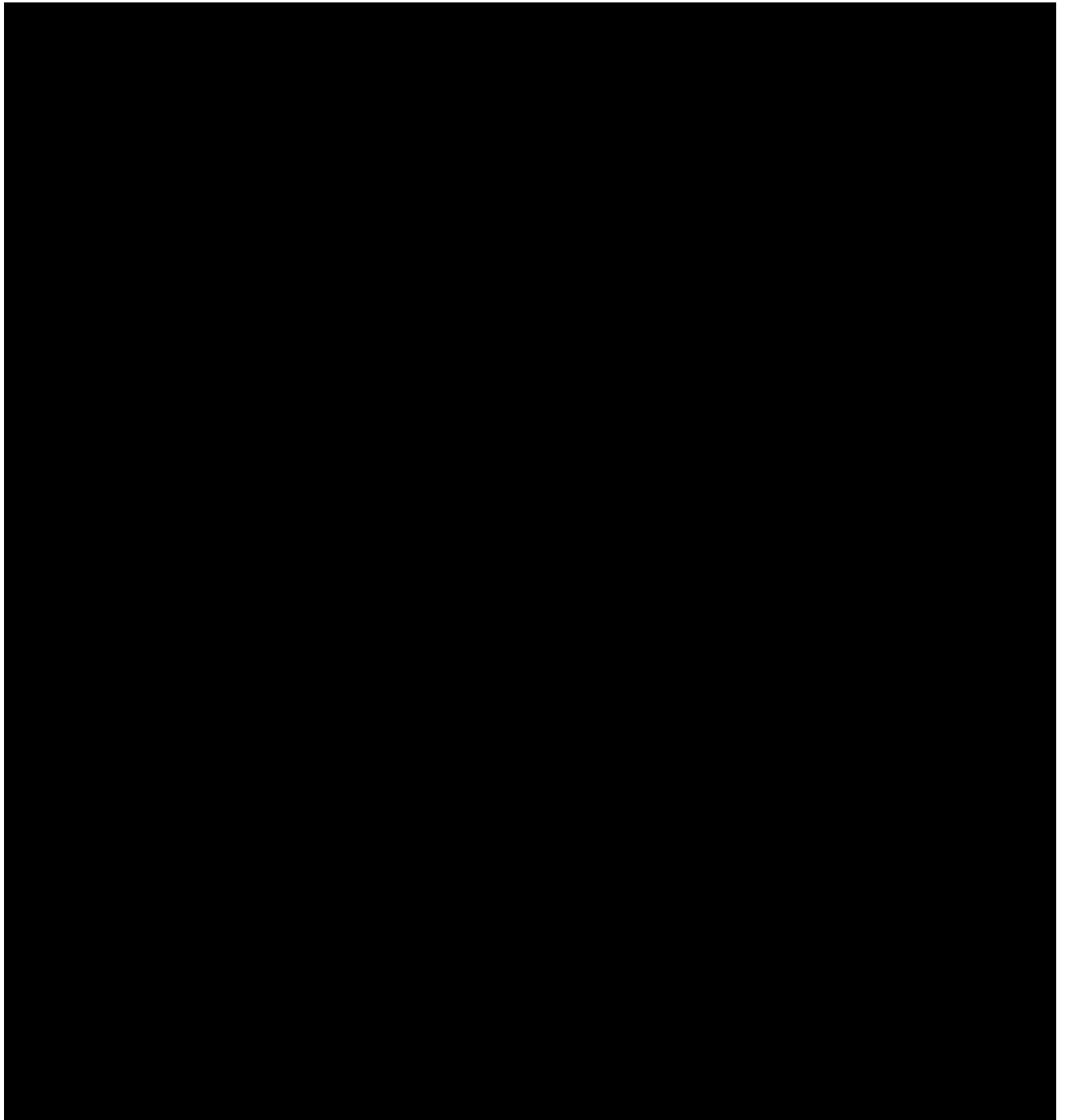


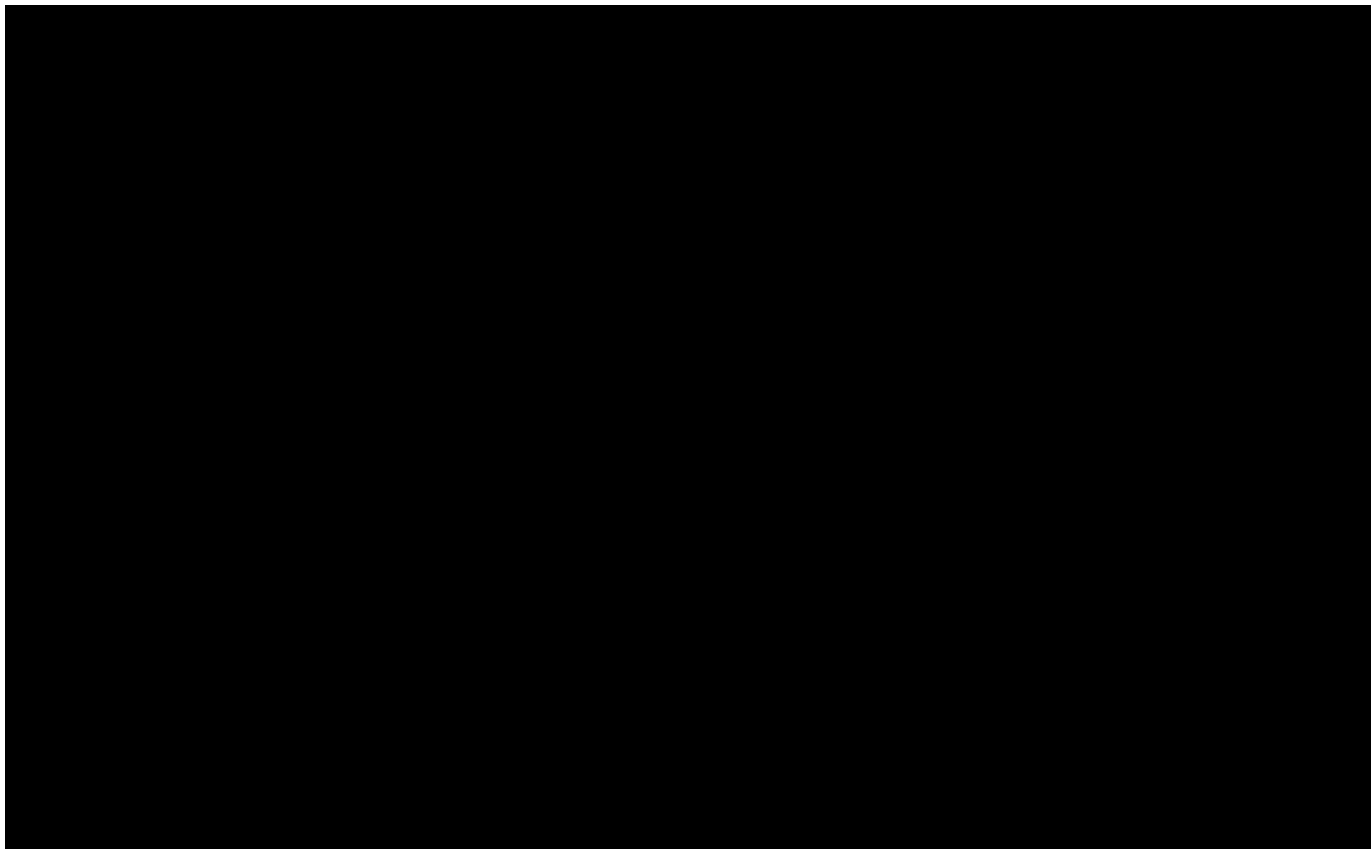










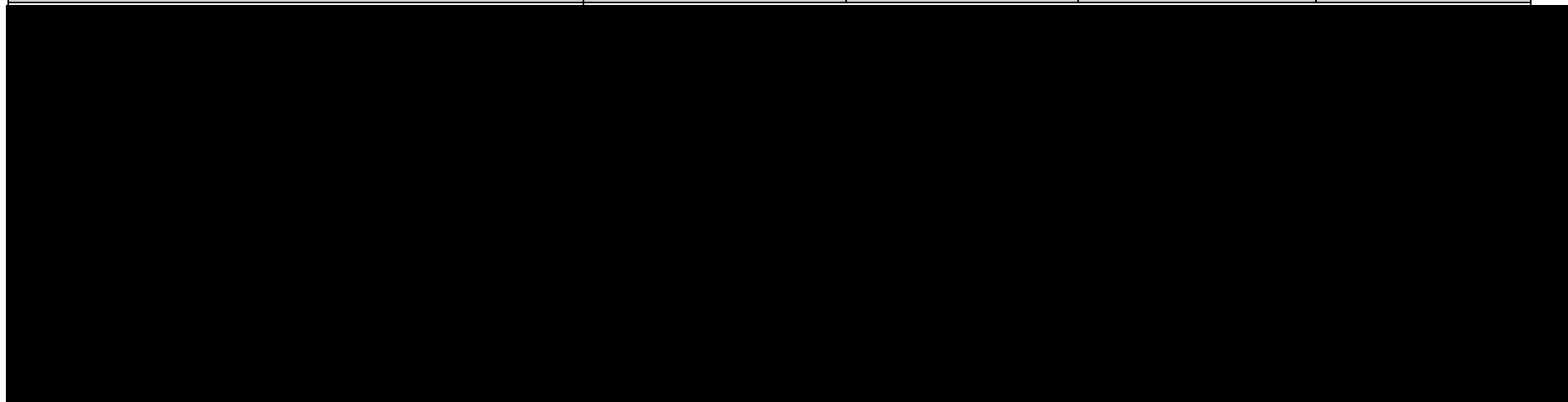


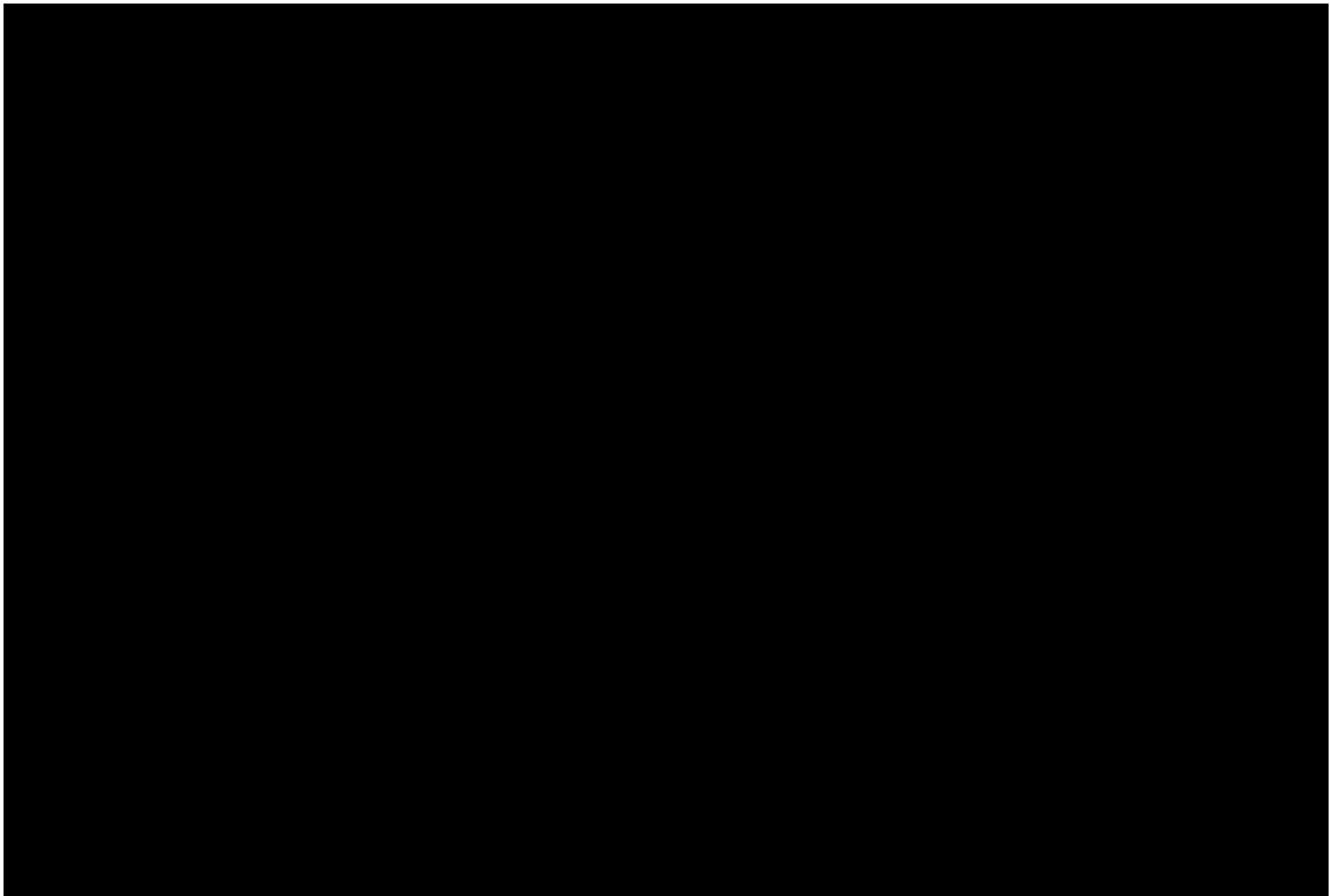
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Table A - Day Rate Card

Table B - Price Table

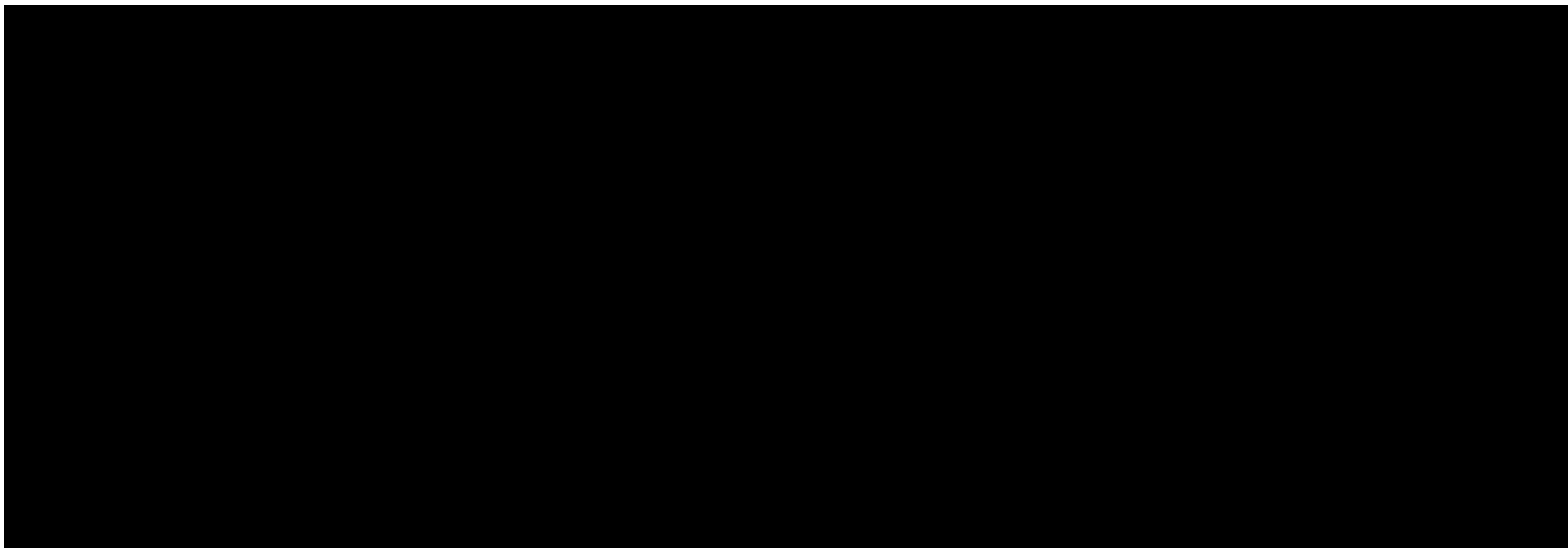
CASE STUDY:	What 'outstanding' looks like			
<p>Assumptions</p> <p>(Please see more information outlined in the Statement of Requirements Document)</p>	<p>We are seeking a research project on what 'outstanding' looks like.</p> <p>The purpose of this research is to improve our understanding of what 'Outstanding' looks like by providing a set of principles about what makes something 'outstanding'. This needs to be at a level that is specific enough for practical application for CQC operational colleagues and its regulated providers.</p>			
ACTIVITY	NUMBER OF DAYS	DAY RATE (£ B)	(A x £ B) (excluding VAT)	(A x £ B) (including VAT)





Total Costs	£108,160	£129,187
	Excluding VAT	Including VAT <i>(except on travel and transcription costs)</i>

Milestone Payments Schedule



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	<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,• Authority Supplied Data for which the Authority is the Controller,• Responses from interviews/data collection with stakeholders for which the Supplier is the Controller.
Subject matter of the Processing	<p>The purpose of this research is to improve CQC's understanding of what 'Outstanding' looks like by providing a set of principles about what makes something 'outstanding'. This needs to be at a level that is specific enough for practical application for CQC operational colleagues and its regulated providers.</p>
Duration of the Processing	<p>March to August 2025 and up to Nov 2025 if contract extended.</p>

Description	Details
Nature and purposes of the Processing	<p>This project is formed of two parts:</p> <ol style="list-style-type: none"> 1) A rapid literature review including academic and grey literature (e.g. CQC's characteristics of outstanding from draft and previous publications, evidence of outstanding practice). <p>No personal data processing is required for this.</p> <ol style="list-style-type: none"> 2) Speaking with providers, representatives of people using services, CQC colleagues (including those involved in the testing of the 'interim' work) and other regulators (that identify outstanding practice (or the equivalent)). <p>Personal data processing is required for this.</p> <p>The third party will be expected to speak with providers, representatives of people using services, CQC colleagues (including those involved in the testing of the 'interim' work) and other regulators (that identify outstanding practice (or the equivalent)).</p> <p>Data will be collected via interviews, and potentially focus groups. Recordings and transcripts or notes will be made of the interviews and focus groups.</p> <p>To enable contact to be made with research participants, there will be mutual sharing of individual names, job roles and contact details of CQC colleagues, health and care providers, representatives of people using services, and other external stakeholders including other regulators.</p> <p>When reporting findings, the data will be anonymised and reported in such a way that information could not be traced back to individuals or their organisation (unless consent was given for this information to be disclosed).</p> <p>Appropriate privacy notices to be developed to help participants understand the data processing and consent will be captured.</p>
Type of Personal Data being Processed	Names, job roles, employing organisation, contact details, including email addresses and phone numbers

Description	Details
Categories of Data Subject	<ul style="list-style-type: none"> • CQC staff (including assessment team colleagues, Engagement, Policy and Strategy colleagues) • Health and social care providers • Representatives of people using services • Wider external stakeholders such as other regulators (that identify outstanding practice (or the equivalent)).
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.
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.