

platforms, devices, browsers and screen resolutions and we strive to adhere to the Web Content Accessibility (WCAG) guidelines¹².

5. **Cognitive interviews** (see section 5).
6. **Usability testing**, to assess how easy it is to access the online survey tool, navigate the online questionnaire, answer questions across different devices, and carry out other tasks (e.g. notice the instructions and definitions).
7. **Report facilitated by a questionnaire audit document**, which will help us keep abreast of why changes were made, and could also be used as a stakeholder management tool.

Accessibility of the online questionnaire

A key step to ensuring inclusiveness and boosting response rates is to ensure that the questionnaire is *accessible* – both in terms of the languages offered and the wording and layout of the questionnaire. These issues are looked at routinely on all of our surveys and we have recently completed a full review of GPPS specifically on these issues.

We understand that under the current process a language leaflet is included in the initial mailout, directing respondents to get in touch, via a Freephone number, should they wish to complete an interview in another language. The interview is then facilitated via Language Line providing a translator is available. A move to an online approach will mean that different languages will be easier to accommodate as the cost implications will be relatively low. For example, once the online questionnaire is scripted it is a simple process of copying the script and overlaying it with the translation. This will ensure consistency of language – a consistency which is currently lacking by the very nature of Language Line.

We would also recommend that when reviewing the questionnaires or in designing new questionnaires, particular attention is given to the type of language used and the layout of the questionnaire. In particular, we advocate that all questions be designed and conform to the Plain English guide where possible, using simple words, short sentences and avoiding complex statements. The Plain English approach will also complement the mobile first design principles in ensuring simple and accessible language, clearly presented.

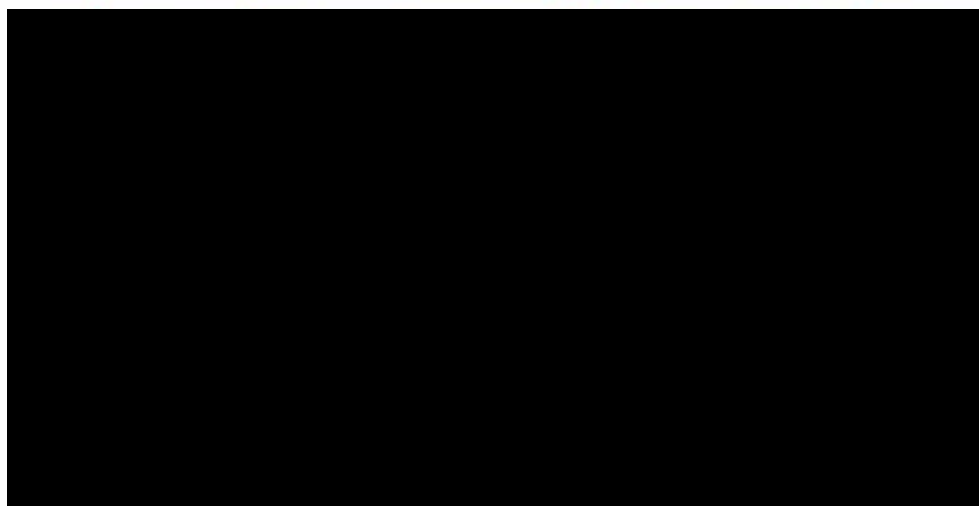
An online approach will also help to increase accessibility. The majority of online scripts have a function where it is possible to change the background colour (e.g. a yellow background is easier for those with cognitive impairments) or to increase the font sizes for those who might have visual impairments. As standard, we recommend that all fonts used for the online questionnaires are accessible (e.g. Arial), and the questionnaire is set up for screen readers.

2.3 Developing and updating the sampling approach

Development will also include an evaluation of sampling procedures and guidance for trusts and contractors on sampling, to ensure they remain appropriate. When moving to mixed methods surveys, it will be important to review proportions of those with email addresses and mobile phone numbers included in samples, and to review their impact on the sampling design. We understand that an audit is already underway, but of course, this is something that will need to be repeated periodically as the collection and recording of email addresses becomes more commonplace.

¹² <http://www.w3.org/WAI/intro/wcag>

Notwithstanding the results of the audit, we have reviewed the sampling for each of the existing surveys. Each was designed to issue set sample sizes for each NHS trust where patient numbers allow. The sampling approach used on the previous occasions that these surveys were run varied across the five surveys – outlines of these approaches (for the most recent iteration) are described below.



At this point we suggest retaining the sampling approach for each of these surveys. We do not believe the move to a mixed method approach necessitates any changes, in and of itself. In fact, some of the sampling is already rather complicated and we would not want to add to their complexity.

However, we do recommend changes in how we communicate with trusts and contractors about their samples and in the way they provide them. For each survey, we will continue to provide a clear set of sampling instructions, giving details of the eligibility, how to compile the sampling frame, and how to carry out the sampling, including the checks that need to be carried out. But we intend to standardise the procedures as much as possible to minimise the risk of error when sampling. In particular, this will be crucial for the quite complicated stratification sampling procedures used for some of the surveys (and which could also be introduced for the mental health survey rather than using a simple random sample). We recommend automating the sampling procedures in Excel to minimise the risk of error and to ensure that the samples selected are of equal and optimal quality (see section 3.3).

Once provided, we will then carry out further checks on the samples, for example, comparing the profile of the selected sample. This can be done by comparing against what one would expect from other sources – the best and most achievable source being the profile from the previous wave of the survey (as is currently the case).

2.4 Development report

At this point we will produce a development report, as it will be important to evidence the work conducted and any recommendations for the methods to be employed and supporting tools and guidance. As with all our reports, particularly those that are to be published, we will

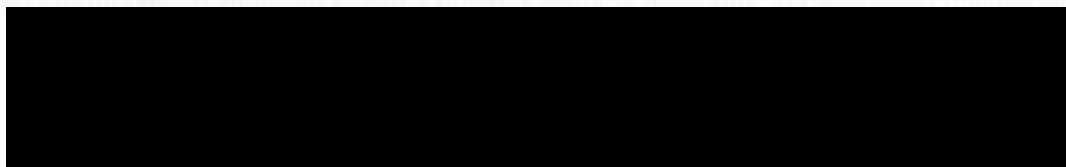
ensure that is clear and easy to read, but with sufficient technical information for those that are interested.¹³ This will form the basis for the pilot that follows.

2.5 Piloting the survey approach

Piloting changes to the survey allows us to test innovative approaches and opportunities, to assess their impact and fine-tune ideas. Ensuring we have a rigorous evidence base for change means we can be at the cutting edge of large-scale data collection, testing new ideas and methods of engagement. In previous sections of this response we have discussed potential approaches we want to test in the move to a mixed methods design. We have also outlined the impact on questionnaire design and sampling, and associated materials which will all need to be piloted.

While we are focusing here on the piloting of a new mixed methods approach, this method of piloting can be used for any change at any stage of the survey programme.

Our approach to pilots will cover four key stages:



Set-up of the pilot

We will design the methodology to ensure it best matches the hypothesis being tested, e.g. delivering factorial designs when testing multiple interventions to maximise confidence intervals. This is something we have done to good effect on other projects, including on multiple occasions on GPPS.

We will identify trusts, using criteria to ensure results are transferable (looking at factors such as trust size, demographics, and number of email addresses). Using tried and tested processes, which we have found effective for recruiting trusts previously, we will use emails, followed up with phone calls, to recruit trusts. We will emphasise the benefits to trusts of taking part, and confirm any outputs they would need.

We will work with you to decide on the most appropriate pilot timing – whether it would need to happen at the same time as the current survey to ensure comparability and avoid a fieldwork timing effect, or whether it could be run separately, to speed up timelines. Depending on what is being tested and the extent of resulting changes, we could aim to run a pilot and an altered survey in a single year.

As discussed in our questionnaire design section, we will ensure new materials are appropriately cognitively- and user-tested and adhere to best practice and Plain English and 'mobile first' principles.



Fieldwork

While the pilot is running, we will stay in close contact with any trusts and contractors involved, using key contacts to manage each relationship. This will allow us to ensure any issues are identified and resolved as quickly as possible, and that we can keep you updated throughout.

Analysis and reporting

Once the survey is closed, we will analyse the data, comparing against our original parameters. We will also use this opportunity to check for any unintended or unexpected impact, and consider whether any additional analysis is necessary. Once the data analysis is complete, we will write a development report, fully summarising the methodology and results, and highlighting the key learnings and next steps.

3. Implementation of a mixed methods approach

This section describes our approach to implementing a mixed methods design for the NHS Patient Survey Programme. We consider the website, communications with trusts and contractors, obtaining the samples and producing the outputs.

3.1 Developing a new website for the NHS Patient Survey Programme

As the key interface for the NHS Patient Survey Programme, the website has a central role to play in its redevelopment and future. It must represent the diversity of both the programme and audience requirements; for approved contractors and trusts it will provide a reliable and interactive resource to support the administration of the surveys, also allowing them to upload sample and data; CQC and trusts will be able to analyse results via the online reporting function; and, patients will be able to complete the survey online, find answers to common queries, and view local results. At the same time, it must remain user friendly and reliable in terms of performance while adapting as the programme evolves throughout the contract.

We are experienced in delivering websites that meet all these criteria and to a high standard. For this survey programme we would continue our strong existing partnership with the website developers Kicktag and our in-house design team. Both have considerable experience, including for GPPS, CCG 360, the HS2 consultation, Google, Disney, Barclays and Further Education Choices – a website with similar requirements to the NHS Patient Survey Programme where education providers can access their own reports, with a public facing site and secure access site.

Here we outline our detailed approach to ensuring a smooth transition to a new website, with all functionality working effectively as the first survey is ready to move across. From the outset, we will work with you to ensure this process fits with the overall timetable and plans for the survey programme.

Review of current site

Looking at the current web offering, the core element is a series of static pages acting as a filing system of materials, supporting documents, and technical information for each survey. From our review we are certain that we can quickly offer some significant improvements, retaining the core functions of the site while making the online experience as smooth as possible; e.g. integrating elements of the existing offer into one site, simplifying navigation and signposting from the homepage, ensuring downloads open in a new window, and offering an online reporting tool. In making these changes, the key design principles we will

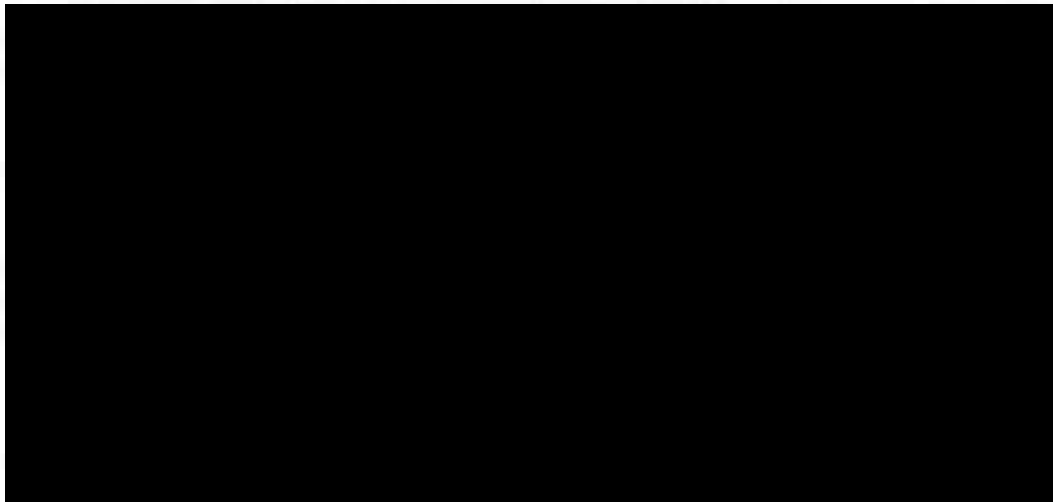
follow include simplicity of layout, reducing the need to read and scroll for information, and making all functions as intuitive as possible.

Proposals for new site

We envisage the site working in a similar way to the GPPS website. While most of the key features would be similar, the look and feel will differ in key respects to reflect the specific features of the Survey Programme.

The analysis functions of the online reporting tool will include the ability to:

- view trust results and compare with other trusts, regional/national results and benchmark measures
- analyse by key patient groups (where base sizes allow)
- conduct trend analysis
- build dashboards combining or comparing thematic results across surveys, where relevant
- download and print results.



In addition, the website will need to support the survey programme by providing:

- a gateway to any online survey offering
- a library of FAQs and other supporting documentation for different user groups, some of which will be controlled by secure log-ins (with different access permissions, relating to content management and/or particular secure features or locations)
- an archive of survey materials, by survey and survey year
- the ability for contractors to securely upload sample and survey data
- a feedback form that can be used to evaluate the website and content, and collect contact information to notify users about relevant publications.

We note that you are also keen to actively promote the site and we will work with Kicktag to ensure that the website has a high public profile, taking all possible steps to use techniques of relevant content, indexing, keywords and tags. In addition, we will ensure there are

multiple links to the site from any other sites you maintain to improve search engine optimisation.

Developing the website

The first stage of developing the website will involve individuals identified as key existing users of the website, alongside key *potential* users. As requested, we have costed for six focus groups among the public, trusts/other stakeholders and national stakeholders. We will create scenarios for discussion and requirements elicitation, allowing us to distinguish between 'must-haves' and 'nice-to-haves', avoiding 'locking' functionality into the design too early. We will use a variety of prioritisation techniques to avoid situations where stakeholders may push for all possible options rather than the most important. CQC staff are welcome to attend these groups, to understand user requirements at first hand. Findings from this stage would be summarised in a scoping report including our recommendations for development.

These initial recommendations will then be considered with CQC staff to ensure the final design meets your strategic plans for the Survey Programme. We have costed for interviews as requested, but would be keen to discuss the benefits of a workshop. This would encourage evaluation of all ideas in a broader context, helping to reach consensus earlier in the process. It would also enable Kicktag and our in-house designers to be involved, giving them insight into your requirements at first hand.

The final stage is a full development and testing plan, reporting on our recommendations including process flows, web page mock-ups, and a more detailed site map, along with costs. This will outline our thoughts on the timeline for transition of elements over to the current site. The existing website would continue to run, with all work being completed on a development site until fully tested, avoiding any periods where the website would need to be offline. At any stage, there would be restrictions around who can view the development site through limiting access to specific IP addresses.

The development plan will also include recommendations to ensure the website is accessible to all users, including those with a disability. At a minimum it would be set up to conform to WC3 and Plain English standards, and an accessibility page will be included.

Following decisions on the final content of the website, we will review compliance with relevant UK and EU data protection legislation, including GDPR. For example, the website will require a privacy notice setting out what information is collected from visitors (feedback forms and analytics), how it is used, stored and retained/deleted, details of our Data Protection Officer and how people can get access to their information.

The website will be securely hosted at an ISO27001 accredited UK-based data centre with a clear performance assessment plan in place outlining agreed service levels in terms of scheduled and unscheduled downtime, 24x7 monitoring of availability and incident response times according to the severity of the outage or problem. Kicktag will also operate a similar performance assessment plan for website support and maintenance.

Our approach to testing

Through each stage of development, we propose a thorough programme of alpha testing (through Kicktag) and beta testing (through Ipsos MORI); as part of the latter, we will carry

out thorough end-to-end testing between Ipsos MORI and Kicktag before any new functionality or site pages are launched.

We will work with you to define a group of users to complete the User Acceptance Testing. These users will be asked to explore the site following a series of real-world scenarios; usability labs will be a part of this, whereby people are set tasks and challenges through which we can examine how they navigate the website and which elements are more challenging and require a different solution or where bugs remain.

At the point where any survey goes live, the data and functionality will have been checked in full on the development site. However, we will perform an agreed set of checks on publication as a final level of quality assurance.

As the website itself will need to evolve and adapt over time, we find that a good system for ensuring improvements are made is through a "development fund" being set aside at the start of each contract year. While it is only used where needed – meaning you receive a service credit if it is not used – the advantage of this is that it automatically builds in more proactive and continuous review of functionality. As part of these reviews, milestones would bring together all feedback from various sources, including the website analytics, feedback form and Co-ordination centre inbox for queries.

3.2 Communication with trusts and approved contractors

The success of the surveys is dependent on effective communication with two key audiences: trusts and approved contractors, to ensure they are clear about what and when they need to deliver. This section outlines our approach to developing communication tools, before outlining how we will meet the needs of these two key groups in moving to a mixed methods approach.

Approach to developing communication tools

The existing communication with trusts and contractors appears to operate well, and so we will build on this to reflect the transformation of the survey programme. We will work with you, as well as these audiences, to refine the content of the existing materials to make sure they are fit for purpose. We will also build on our extensive experience of developing similar materials for other surveys, such as the CCG 360° stakeholder study and the GPPS, to optimise the communications provided.

Communication with trusts

Effective communication with trusts is vital to ensure their buy-in, guarantee they select the sample accurately, and then use their results to improve services.

First and foremost, we need to provide comprehensive survey guidance materials, covering critical actions and timings for the surveys. The quality and accessibility of this information will safeguard the quality of the survey, reduce the burden on trusts and lessen the need for intensive support from the Co-ordination Centre. We therefore propose an update to the website to help trusts navigate this complex information (as discussed earlier), to include:

- **A webpage for each survey**, allowing users to easily navigate the information about each survey. Each page will include an overview and background to the survey; a summary of any changes since last wave; key timings; sampling instructions; information governance considerations; publicising the survey; and reporting on and

using the results. Users will also be able to download this information in one PDF document, similar to the instruction manual that is currently available.

- A one-page **standalone summary of key changes** to each survey to highlight the major things trusts need to be aware of. An infographic could be an effective way of communicating these key messages succinctly.
- A **well-signposted set of FAQs** that can be adapted and added to throughout each survey cycle. We know from our experience on other surveys that the development of an effective set of FAQs answers a lot of queries without the need for further correspondence through the Co-ordination Centre.
- **Examples of reporting and using the data**, to support trusts in service improvement. The current website offers instructions on how to use and report on the data. To build on this we propose developing a section with examples and case studies.

To build early engagement from trusts we would conduct a **series of webinars** in the lead-in to each new survey cycle. This will be a useful way of handling queries, and will be an effective way for these groups to engage with the survey. The webinars will explain the survey process and timings, what input is needed from trusts, and answer questions they have.

To assist with the dissemination of the survey findings and to foster continued engagement with the survey, we suggest conducting further webinars with trusts shortly after the final reports for each survey have been published. During the webinar, we will provide an overview of the survey findings outlining trust level variance to provide them with a sense of how their results fit in the wider context.

Throughout the survey lifetime, trusts will also require ongoing support for setting up, administering, and reporting on the findings. The final part of the communications provision will be a telephone **helpline and email service**. These will be overseen by the immediate research team, whose close involvement with all aspects of the survey will mean most queries can be resolved at that first point of contact.

Communication with approved contractors

Clear communications and procedures for approved contractors will be paramount to ensure samples and data are provided to the Co-ordination Centre accurately and in a timely way.

The contractors (and any trusts that are delivering the surveys in-house) will need easy access to detailed information about the surveys, including all key documents. We will develop a bespoke section on the website providing this information, including:

- **Survey materials** such as the core questionnaire, covering letters, reminder letters, leaflets and content for emails and SMS when these are introduced
- **Clear guidance notes** with step-by-step instructions for each survey, including details of procedures for non-compliant contractors
- **Data templates** in which contractors can enter their sample or data, automated to ensure accuracy and consistency
- **A detailed timetable** for each survey clearly outlining when contractors will need to complete key stages
- **An FAQ document** for each survey.

In addition to this, it will be important to build up effective relationships with each of the contractors, by providing ongoing communication and support throughout. We will do this by putting the following elements in place:

- **A webinar** at the set-up of each survey to outline how they will be taken forward.
- **A dedicated project team** with contact details (email, telephone numbers and address) distributed to contractors.
- **Helpline and email service** staffed during office hours with all queries responded to within 24 hours.
- **Email prompts and reminders** communicating key milestones approaching, with email and telephone follow-ups for contractors who have missed their deadlines.

3.3 Obtaining sample files from trusts and contractors

The management of multiple sample files can be very time consuming and prone to errors without proper management and validation. In line with the move to the use of digital contact and data collection methods for the survey programme, we will automate the process for obtaining and checking the trusts' samples. This has a number of key benefits:

- Validating at source removes the risk of duplication or error
- It is easier for the contractors and trusts
- It is more cost effective and future-proof as it can be updated easily.

We propose that for ease of use and familiarity we build on the existing process, using Excel templates, but, rather than the sheets being emailed back and manually validated we will bring this process online to enable us to automate the whole process from start to finish.

We will send out the structured templates and/or make them available on the survey programme website. The contractor will then upload the sample file into our database where it will be automatically validated with various parameters (demographic profiling, dates etc.); if the file does not meet all the criteria it will be rejected. This process will be repeated until the file passes the criteria. If needed, we can set up systems to send out reminders to ensure this process is timely. Once all the sheets have been uploaded, collated and verified they will be automatically returned to contractors.

3.4 Data processing

Ipsos MORI has extensive experience generating datasets from complex multi-mode datasets, with recent examples including ALS and GPPS. We also conduct large-scale mixed-mode international research with individual projects spanning across as many as 30 different countries, for example the Fundamental Rights Survey. For these projects, therefore, we adopt a Co-ordination Centre role, designing materials for adaptation within market, then cleaning, combining and processing end data for reporting. We would bring this experience to the NHS patient survey programme, ensuring the highest quality standards are enforced from specification through to the final provision of data.

As a first step, we would create a clear set of data guidelines for each survey. At the most basic level, these guidelines would provide a data map detailing the required format of the data, and specifics such as the variables that need to be included and their valid ranges. This specification will ensure that all data is returned in a consistent format, allowing for more expedient production of reports.

The data guidelines will also include an edit specification for paper surveys which would be signed off by CQC, again ensuring a consistency in approach to cleaning the data. This specification will set out a series of rules to enforce questionnaire logic on self-completion surveys.

This will include (but not be limited to):

- Excluding multi-code responses on single-coded questions;
- If all boxes for a question are left blank the response will be forced into a missing values code;
- Enforcing logic checks (e.g. ages out of range, and unrealistic height and weight values); and,
- Incorrect following of routing.

Contractors would need to apply these edits to any paper data collected as part of the data cleaning process.

Application Programming Interface (APIs)

We continually strive to improve our processes both in terms of quality assurance and timeliness and cost efficiencies, and with this in mind we would propose to use an **API** to manage the data flow – i.e. how we receive and store the data.

APIs are becoming increasingly more common in projects where large volumes of data are generated from multiple users; however it is a relatively innovative approach in social research where it is only now starting to be adopted. Given that the Patient Survey Programme generates large amounts of data (sample and survey results) from multiple users and feeding into multiple uses (sample checking, data checking, data analysis and report generation), we feel that an API approach would be ideal, and would help to future-proof the programme.

APIs are lightweight software intermediaries which are used to facilitate communication between applications, automation scripts and databases. They are an efficient means of ensuring that everyone (with appropriate authorisation) is able to access the data. However, data can only be added to the database once correct checks have been performed (i.e. automated checks) and the data is in the correct format. APIs are generally considered to be very accessible, can be increased in scale and are programmable so additional functionality can be added at a later stage.

One of the core benefits of this approach is that it will only allow files to be uploaded that exactly match the data specification. This would automate many of the data checks necessary on the data – for example ensuring routing and edits are consistently applied. Furthermore, should any data be 'rejected' by the API, an error report would be produced detailing the exact issues with the file. This approach ensures that data would be received 'clean', and would ensure equal quality standards across all fieldwork providers. We know that some trusts may conduct research in house, and that this will bring challenges to data processing where their technical skills may be more limited: APIs enable greater flexibility to handle data across a variety of formats while retaining the essential quality benefits outlined above.

Once data has been successfully uploaded, a further series of checks will be undertaken. These checks will help to identify outliers which might suggest systemic errors (e.g. the reversal of a five-point scale).

Weighting the data

While ideally we would weight to the aggregated sample frame data, we recognise the additional burden this would place on trusts. In addition, given that the data is only weighted to age and gender, the profile will be very similar to the issued sample. Therefore, in line with the current approach we will generate sets of weights for these surveys to fulfil two functions:

The first is to allow comparisons across trusts that correct for differences in the profiles of the samples (the trust-level benchmark analyses). This is done by adjusting each trust to a standardised national profile. So, for example, for the Emergency Department survey, the age group by gender distribution for each trust is weighted to the same national profile so that comparisons across the trusts are not confounded by differences resulting from different age and sex profiles.

The second function is to reduce non-response bias for the national estimates, so that for each trust, the profile of the responding sample is weighted back to the originally drawn sample. An additional stage of weighting is to ensure that each trust is given equal weight so that all trusts have equal influence on the national estimates.

3.5 Data analysis and outputs

Ipsos MORI has a very strong analytical team and is used to carrying out a variety of in depth statistical analysis for our clients. We will work closely with you at the start of each study to produce an analysis plan. By fully scoping your analysis requirements we can ensure that the data is used to its maximum potential and therefore offers best value for money.

The ITT outlines a number of analytical requirements that span the breadth of the work packages. In this section, we discuss the approaches we would adopt to ensure your needs are fully met, as well as suggesting some additional approaches you may want to consider.

Statistical analysis in questionnaire development

When reviewing questionnaires we often carry out statistical analysis of the survey data – in particular this can be very useful when evaluating which questions should remain in a questionnaire. CHAID analysis helps us to understand how certain survey variables interact together i.e. the answer to one question can predict the answer to another question. By identifying these relationships it can help us prioritise which questions to keep.

Key Driver Analysis (KDA) can help us to identify which questions have the largest impact on overall metrics like satisfaction and recommendation. We used both CHAID and KDA in redesigning the GPPS questionnaire.

Use of paradata in ongoing monitoring

As part of our ongoing monitoring and evaluation of individual surveys we will analyse the available paradata. This will help to identify any issues with the questionnaire, whether that be item response or mode specific issues. For example, within the ALS, we use online survey paradata to monitor survey effectiveness by device, and identifying any questions that show differences in (non-) response patterns across different completion modes. With any online survey, it is possible to collect a wealth of paradata. This ranges from more

straightforward information, such as technical specifications of online completion (device, operating system, browser), survey duration and drop out points – through to more sophisticated data such as length of time on page, use of help functions and back buttons, and selection/ de-selection of response options. It is important to note, however, that much of this data can only be captured through extensive programming within the survey (potentially requiring additional javascript programming). The paradata to be collected would need to be agreed as part of the questionnaire development stage, to ensure that all fieldwork providers adhere to uniform principles.

Project specific analysis and outputs

In addition to the development work there are a number of different analysis tasks and outputs that we would produce for each survey:

Production of datasets: For each survey, we would produce a number of specific datasets, which would feed into the PowerPoint reports and the online analysis tool. This would include data tables for each trust and at an overall level, as well as excel files of the raw data. We are used to producing datafiles and data that is used to produce national statistics and are aware of the necessary steps and quality checks involved. We regularly produce data files that are deposited in the UK data archive.

Multi-variate analysis: For each survey, we will conduct multi-variate analysis on the overall dataset to investigate the impact of sub-group variables on key survey measures. This type of analysis is key to identifying and isolating how individual factors influence survey measures. For example, we recently carried out logistic regression to identify which factors are significantly associated with having unmet social care needs after controlling for other individuals' characteristics.

Production of adjusted z scores: In order to assist with the interpretation of the results we will create standardised z-scores for the measures. This involves subtracting the mean for all trusts from each raw trust score and then dividing the difference by the standard deviation for all trusts. This generates a set of transformed measures that all have a mean of zero and a standard deviation of one, which allows the same simple interpretations to be applied to all measures.

We note that the computed z-scores are Winsorised – in other words, the extreme values are trimmed to a set minimum and maximum value – and that allowance is made for the trust level variance where there is evidence of over-dispersion. We would incorporate these stages to the calculation of z-scores going forward.

Outliers report: We would conduct trust level analysis of each key survey measure to identify the best and worst performing trusts on each measure. For example, we could either identify the top and bottom 10 (number to be determined) or we could identify any trusts that deviate a certain amount from the overall mean, for example those who are a set number of standard deviations from the mean. The findings from this analysis would be presented in an excel sheet and supported by a short word document summarising the key findings. This would include information on trusts which are performing poorly on only one measure but also trusts who are performing badly on certain groups of different measures etc.

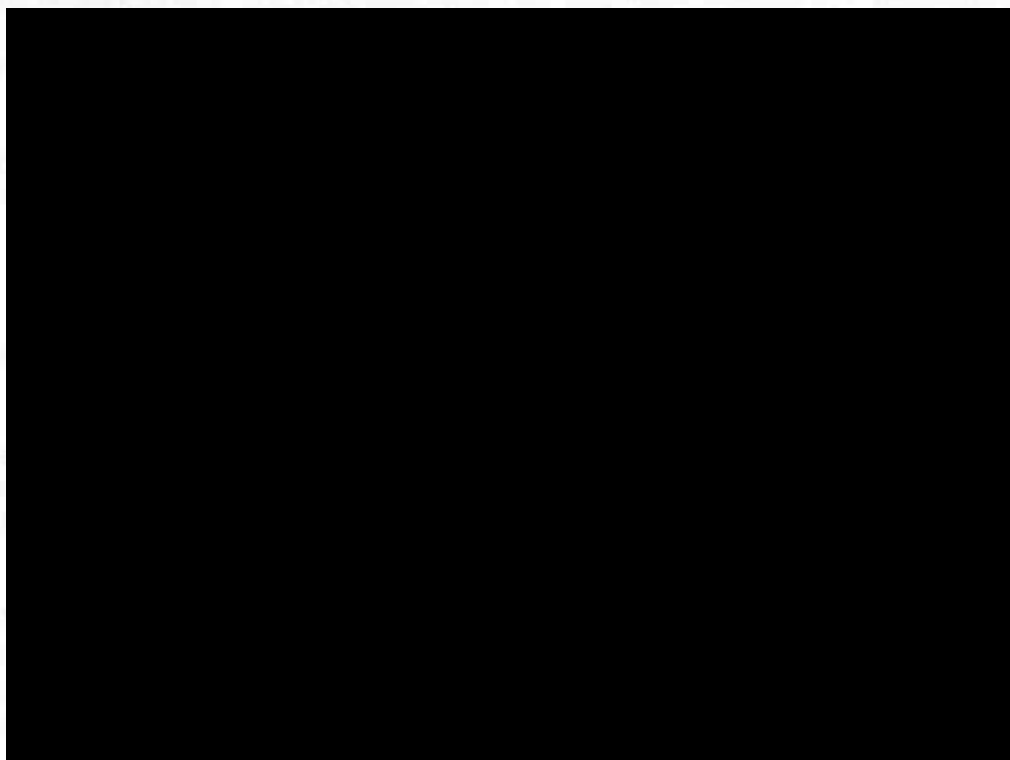
Quality and methods report: Accompanying the above-mentioned outputs would be a quality and methods document to help you understand limitations that may arise through the use of multiple contractors and data collection methods.

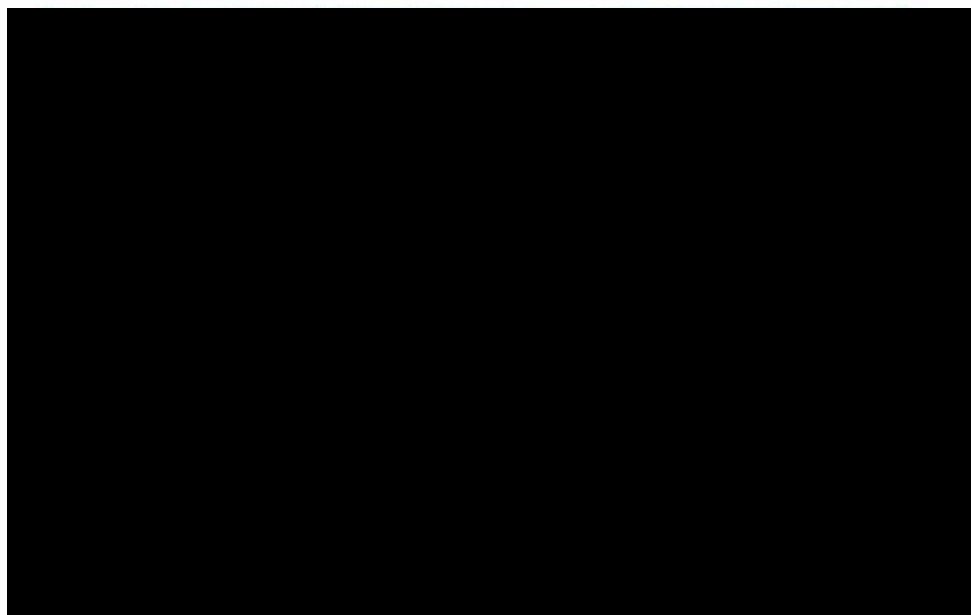
3.6 Reporting

The NHS Patient Survey Programme results are published to allow easy access to information on people's experiences of care, as well as promoting transparency around the ongoing regulation of NHS services. In addition, most of the current NHS patient surveys are Official Statistics. Their production is therefore guided by a Code of Practice¹⁴ which states that official statistics must support society's need for information. These considerations necessitate that the reporting of the NHS patient survey programme data must be user-centred, accessible and clear.

Given Ipsos MORI's strong track-record of developing high-quality official statistics reports, we are well placed to meet these reporting requirements. For example, in 2017 we undertook a substantive review of the national report produced for GPPS to improve its accessibility and clarity while ensuring it continued to meet the needs of users. We have also continuously refined the CCG 360o Stakeholder Survey reports by proactively seeking feedback from users each year, and incorporating this into our report design.

Excerpt from the GP Patient Survey 2017 National Report





By working closely with our internal automation team, Ipsos MORI has proven ability to replicate this quality of design at scale, within tight timeframes, while maintaining rigorous quality standards. For example, each year we deliver over 220 CCG- and DCO-level GPPS reports, and over 200 CCG-level reports for the CCG 360o Stakeholder Survey shortly after the close of fieldwork. This high-capacity is crucial if the NHS Patient Survey Programme reports are to be successfully delivered.

Based on our experience of developing and delivering these reports, we have proposed a four-stage approach to reporting which we believe will add considerable value to the NHS Patient Survey Programme reports.

Stage 1: Scoping and review

At the outset, we will seek to develop an in-depth understanding of the needs of current and prospective data-users by holding a **half-day workshop with key stakeholders** (for example, local and national commissioners, trusts, patient groups and academics). Experience tells us that requirements will vary by level of data literacy, complexity of need, level of detail required and willingness to invest time. While it will be challenging to develop a reporting approach that meets all data-users' needs, gaining an in-depth understanding of how these factors vary will enable us to ensure our approach is optimal.

Taking the learnings from these activities, we will then conduct a thorough **evaluation of all existing reporting outputs**. The review will evaluate which data-users' needs are currently being met, and which are left unmet. Where the current reporting outputs are falling short, we would produce recommendations on how the reports could better be tailored to address users' requirements.

We will also **review the reporting outputs from a design perspective**, consulting our internal data visualisation team for advice on alternative options for presenting the complex data contained within the outputs. Far from being a "nice-to-have", we believe that good design can be the key separator between an accessible report which is used by a wide variety of stakeholders and a dense report which is inaccessible to many of its potential

users. Given the requirement that official statistics support society's need for information, we feel it is incumbent upon us to ensure the design is as accessible as possible while retaining the necessary level of insight.

The scoping and review stage will conclude with the production of a concise Word report, summarising the findings from the scoping exercise, evaluating the current reporting outputs, and providing our recommendations for the revised outputs. Following the provision of the report we will meet with you to discuss the recommendations, before proceeding to development.

Stage two: Development

Building on the recommendations from the scoping and review stage, and subsequent conversations with the CQC, we will develop a **revised report specification** for each output. The specification will detail the structure, layout and content of the report, including all design elements and introductory text. At this stage we will also ensure that the report meets all accessibility requirements (including contrast and colour, font size, alt-text and any other requirements identified during the scoping phase).

We will work iteratively with the CQC to finalise the report specification—seeking input from all relevant stakeholders—until all parties are happy with the approach.

Once the specification is agreed, we will create a full mock report for each output, using data from the previous year's survey. Using this mock report, we will conduct five face-to-face **usability tests** with potential data-users. In the tests, we will observe participants as they attempt to answer a series of research questions using the report—monitoring the way in which they navigate the report and the ease with which they interpret the data visualisations. We will then discuss our observations with the participant to understand any difficulties they encountered and identify elements of the report which would benefit from additional refinement. Following usability testing, we will produce a note on the findings, outlining any revisions we recommend. This will be agreed with CQC before the final report template is signed-off.

Stage three: Automation and quality assurance

We propose using automation to produce the reports. Our in-house automation team have over 15 years' experience of report automation and have automated reports successfully for many projects, including both GPPS and the CCG 360o Stakeholder Survey.

Automation provides the best value for money when generating a large number of reports as it saves significant amounts of time while still allowing data to be well-presented, in a format that meets data-users' needs. Although each report will be based on the same report template, the automation software allows a high degree of customisation within the template itself. This includes ranking and sorting, adjusting the colour of data points depending on the contents, adding markers to show significant differences and deleting rows, columns, or entire slides if they are not needed for a particular report. During the development of the reporting template we will work closely with our automation team to ensure that all aspects of the reports can be automated with high-levels of accuracy within the required timescales.

Once the template is signed-off, our automation team will begin automating all data-driven elements of the template. This involves them working in the 'back-end' of the report, writing code which links the raw data to individual charts and tables. The accuracy of this set-up will

be checked thoroughly by the core project team, with every data point within the report checked on a minimum of 5% of the reports. A further benefit of automation is that all of this set-up work can be completed using interim data, before the end of fieldwork. This means that reports can be produced quickly following the close of fieldwork and completion of data processing.

Once the reports have been produced, we will undertake a two-stage quality assurance process:

1. Moody's--our preferred partner for data checking--will conduct checks on each of the reports. These include full checks on 10% of the reports in which every data point in the report and the formatting of every slide is checked. All other reports receive 'spot checks' - formatting checks on every slide and data checks on five slides to ensure the correct data set is feeding into the reports.
2. Following these initial checks, each report then receives a subset of the checks by a member of the core project team before it is signed-off. This is to provide additional quality assurance in line with our Business Excellence System.

Our experience of producing automated reports has provided us with a very clear understanding of the checks that need conducting on reports to ensure their complete accuracy and, based on this knowledge, we will be able to provide a detailed briefing and comprehensive instructions to Moody's. We currently work closely with Moody's to check similar reports for Google, Diageo and the CCG 360o Stakeholder Survey, and based on this experience, are confident that this approach will ensure the quality of the reports.

4. Ongoing development and review

This section covers both ongoing development and substantive reviews of surveys and reflects our commitment to continuous improvement. We discuss how we would establish the need for change, and how we would manage the process.

4.1 Ongoing development of a survey

One of the key things we can offer you as a contractor is a proven track record of **delivering continuous and ongoing improvement**. The drivers for improvement may come from a range of sources during a survey cycle, be it feedback from you, through the Survey Advisory Group, from separate pieces of analysis looking at data from each survey, or from our expertise and learnings developed on other large-scale projects we are managing within Ipsos MORI. We may also receive feedback from trusts left via helpline or email, but would be keen to offer a more formal mechanism for them to provide feedback through a **working group**, meeting quarterly to discuss any issues or areas for development across all surveys within the Programme.

Depending on the specific aspects of the survey programme that are under review, the types of approaches we would take to ongoing development may involve one, or a combination of, the following:

- **Methodological and analytical review:**
 - Improvements that we can successfully adopt in a mixed method approaches, and seeing what that would mean for response rates and data quality.
 - Analysis to identify how the current questionnaire is working on each survey. This would highlight any questions with a significant proportion of non-responders or with evidence of floor or ceiling effects, any areas where

- participants answer in error, and any other peculiarities which may indicate the survey is causing participant error or where comprehension issues exist.
- Insight from cognitive testing in previous years of the survey, which together would help generate insight into potential issues with existing questions.
- **Dissemination and reporting review:**
 - A bespoke programme of review and development with key stakeholders and data users. Involving such people in iterations of development worked well on GPPS, for example, with the development of new CCG slide packs.
- **Website review:**
 - A key element to the developments outlined as part of our offer as the Co-ordination Centre, and is discussed further in section 3.1.
- **Project management and compliance reviews:**
 - A dedicated annual compliance review, which will examine all processes on each of the surveys within the NHS Patient Survey Programme and log any issues identified, along with an action plan for remedy.
 - Our internal **post project reviews (PPRs)** allow us to identify what went well on each project, what things could have been improved, and ultimately how we evolve best practice across the organisation.

An **annual project evaluation report** will bring together all elements of development and review which are undertaken each survey year. This would be developed in collaboration with you, and provide a formal log of recommendations for changes to the methodology or to survey products. We will then make this publically available through the new Survey Programme website.

The final steps for development would involve the piloting of recommendations where necessary (discussed further in section 2.5), with all confirmed changes being formally recorded through a change log for each survey. This provides a clear audit trail of decisions made through the life cycle of the contract.

4.2 Substantive review of a survey

A substantive review may be needed for a number of reasons, for example, changes in policy or following quality assessment triggering the need for a questionnaire update, changes in the way in which results are calculated or reported, or a desire to change the layout or format of reports.

We will use our experience of delivering long-running programmes and surveys in conducting any review. For example, we recently successfully managed the transformation of our GPPS questionnaire, given that it was no longer fit for purpose and reflecting the way that primary care services are now being delivered. In addition, following a consultation on the VOICES-SF survey, we reviewed the capture, utilisation and publication of feedback on the quality of end of life care for NHS England which led to the implementation of our recommendations which included expanding the sample size to allow for reporting at a CCG level.

This experience has informed our approach which is:

- **Collaborative** – meaning we place importance on understanding what the different stakeholders need from a survey, and exploring what the priorities are/may no longer be
- **Evidence based** – in that we always strive to adhere to best practice principles, and are informed by how the literature can add to our understanding or clarify unexplored areas
- **Comprehensive** – we recognise the importance of being aware of the unintended (or intended) consequences of any changes, and how important it is to think through these consequences for each process or element of the survey and for each stakeholder group/type of data user.

A substantive review would typically involve the following steps, but will be agreed with you and tailored to each review and survey.

Stakeholder consultation

The starting point is to gather the views of the range of stakeholders, not least to meet the need for user engagement, a requirement dictated under the principles and protocols for Official Statistics¹⁵. We may do this in stages, first liaising with any internal stakeholders (through interviews or workshops), and then reaching out to any external stakeholders. As we did for the Public Perceptions of the NHS and Social CareTracker, we could bring these stakeholders together in a workshop, supplementing this with an online feedback mechanism and potentially additional interviews. Depending on what was driving the need for change, the aim would be to problem-solve and agree on how the survey can meet its purpose more effectively going forward, whether it be the questionnaire content, or the analytical and reporting methods. If we were reviewing the survey processes it is likely that a smaller, focused working group would be more effective.

Desk research

Alongside the stakeholder consultation, we will also work with you and consult key policy documents, if required, to understand any changes required to the questionnaire. We may also use desk research to inform the sample design, for example the sample coverage and sample sizes. It is likely too that we will need to liaise with statisticians in the CQC teams and work together to address the questionnaire scoring requirements and how these might need amending for the benchmarking reports.

Reporting and recommendations for piloting

Following the review, we will produce a report detailing the process and the findings to a publishable standard. Here we will document the case for change, discuss where there is more than one option for how you might achieve this, and address the implications of any changes on the survey methodology, questionnaire and scoring, analysis and reporting. If it is the sampling method that needs to change, for example, we will consider the methodological implications and ease of selecting the samples. The report will provide a clear basis for any subsequent pilots.

¹⁵ <https://www.statisticsauthority.gov.uk/wp-content/uploads/2018/02/Code-of-Practice-for-Statistics.pdf>

5. Development and delivery of a new mixed methods survey

Finally, in our response to Q02, we discuss our approach to developing a new survey. There are a number of areas for consideration:

- the service or area of care provision of interest, and therefore the patient or service user group(s) to be included – this will have implications for the questionnaire, sample frame and methodology;
- the information required, and what that means for the questionnaire, in terms of the types of questions and its length;
- the availability and quality of an adequate sampling frame. For most surveys, our investigations will focus on the quality of the sample frame and the coverage of email addresses and/or mobile phone numbers. However, in some cases, for example, if you were to consider a new survey looking at ICSs, the existence of a sample frame may be problematic in itself and may require significant work to compile;
- the methods to be employed, including the most suitable time to conduct the survey, the method of contact and of data collection, and the strategies to maximise response rate;
- the reporting requirements – both in terms of content and format. We will need to understand how the results will be used and by whom; and
- the guidance and support that we will need to develop for trusts and contractors.

Many of these activities have been described elsewhere in our proposal, and so here we will focus on the development of the questionnaire for a new survey. This supplements our discussion of the impact of moving to a mixed methods design in section 2.2. It is also worth noting that this applies to sections of a questionnaire or new individual questions as part of ongoing development or a substantive review.

Designing a questionnaire for a new survey

The development of a new questionnaire will need to be framed by the structure of your regulation regime, both at the time it is developed and also looking into the future. However, there are likely to be a number of other key drivers that will impact on both the overall coverage and the specific content.

- The questionnaire must collect data that is **perceived to be relevant and necessary**; it must provide **value for money** and be **justified**.
- The questionnaire will presumably need to collect data that **enables decision-making at a national level**, not least to help you target your inspections. It should also be suitable to be used (and acted upon) **at a local level**.
- The questionnaire must **reflect the landscape** in a way that those completing the survey understand, and be **forward looking**, to account for the ways in which the delivery of services might change with time.

At this point, we understand that there are no set plans for the *type* of new survey, and therefore in this section we describe our overall approach to developing a new survey, which could in theory cover any population group and/or model of service delivery.

Our starting point will be to **fully explore and understand your requirements** from the survey: the patient or service user group(s) of interest, the data requirements and how they will be used, and the key desired indicators. Assuming your requirement was for us to reinstate/develop an Outpatients survey, we would need to agree on the reference frame for measurement, since people may attend multiple appointments over time, with different

healthcare professionals. If your interest instead concerned developing a children's community mental health survey, we would need to agree on the age range of the children and whether, as with the Inpatient survey, a questionnaire would also need to be developed for parents and carers.

In our experience, involving the necessary stakeholders early in the process is extremely advantageous. Not only does it ensure that their perspectives are captured before the survey is designed, it also secures buy-in right from the start. We recommend holding a workshop with stakeholders, which we will facilitate on your behalf, to explore their expectations around the coverage and content of the new survey, and to understand how the data will be used. We did this with approximately 50 stakeholders across over 30 CCGs as part of the design for the CCG 360° Stakeholder Survey. For those unable to attend the event, or for whom separate engagement might be more appropriate, there will be an opportunity to provide comments, based on the key areas being explored in the event. For previous projects we have created a short online proforma that ensures comments are focused on the key questions, and to facilitate effective analysis.

Following the workshop, and further discussion with you and the Advisory Group, we will agree the parameters, top level indicators, concepts to be used, and from there we will start to produce a list of individual question topics. As the questionnaire content starts to come together, we will also produce a **questionnaire map**, showing how the questionnaire could be structured and the individual questions ordered.

We have a wealth of experience of developing questionnaires for new surveys, for example for the What about Youth? study¹⁶, the Brightlight study¹⁷ and Great Ormond Street's Inpatient experience survey.¹⁸ Our approach involves **five systematic steps** outlined below.

1. Scoping and mapping existing questions: We know that the existing questionnaires cover similar ground: waiting times, treatment by staff and the co-ordination of care, tests and the delivery of information, the environment and facilities etc. Where applicable, we would expect a new survey to capture similar aspects of patient experience; however this would very much depend on the requirements. We also recognise the importance of using harmonised questions: both within the CQC and between other relevant organisations and also the standard demographics (ONS).

2. Develop new questions: We will focus on how the content can be translated into useable questions that will produce meaningful and robust data at the different levels at which these are required (i.e. trust and/or national level). At the same time, we will pay attention to the knowledge of those who will be completing the survey and, of course, the requirement for the survey to function equivalently in a mixed method design.

For any large population survey, it is important to ensure that a number of **best practice principles** are adhered to during the questionnaire development phase. Keeping questions as short as possible, avoiding double-barrelled concepts, avoiding question types that we know are problematic (for example agree/disagree items¹⁹), including examples to aid response and definitions where necessary, avoiding overlapping response categories and

providing clear instructions around how to answer. Additionally, there are a number of specific principles of importance when developing a new survey for this programme:

- Ensuring that the questionnaire uses language that is familiar to survey participants and reflects the way they use and talk about the care services
- Avoiding clinical jargon or technical terms and vague words
- Choosing descriptors (for example for different services) that will stand the test of time.

3. Consideration of the design: In addition to ensuring the questions function equivalently on paper, as well as online and across different devices (described in section 2.2), we will involve our in-house graphic design team and programmers early in the process to ensure that the visual design of the instruments remain easy and attractive to complete.

4. Quality assure the questionnaire: We will involve the Advisory group at all major points in the development of the questionnaire. This is to ensure that there is an opportunity for members to consider and provide advice on any significant proposed changes. We recommend the use of a questionnaire audit document, mapping each question to the research objectives, and logging feedback and changes. This process ensures transparent decision-making with a clear audit trail. We will also use our internal quality procedures to review the questionnaire and all questionnaires that are in the public domain are signed off by our Polls for Publication team of senior Directors.

5. Question testing: Cognitive interviewing will be used to test the questionnaire to ensure that the questions accurately measure concepts in the intended way. Cognitive interviewing will be carried out by the team and overseen by Michelle Mackie. She is a recognised UK expert in this field and author of the Sage textbook 'Cognitive Interviewing Practice'.²⁰

To explore how questions are being interpreted and answered, we will use a mix of techniques including 1) **Observation:** to ensure any non-verbal cues which could signal difficulties in completion are explored (hesitations, facial expressions); 2) **Verbal probing:** to explore the question and answer process using a set of pre-scripted and spontaneous probes; and, 3) **Think-aloud:** to improve the reliability of error detection²¹ by encouraging participants to talk aloud and verbalise their thought processes in real time. The key features of our approach are:

- **Purposive sampling to represent the range and diversity of the patient population** – geographical, age, gender, education, social grade, service use etc.
- **Adequate number of interviews to ensure robust findings and conclusions to be drawn** – over several rounds.
- **'Mode-mimicking' within the cognitive interviews** – on paper or online to ensure the actual survey conditions are replicated as far as is possible²² while also providing the opportunity to explore the functionality of questionnaire routing and instructions.

- **Findings fully analysed leading to evidence-based recommendations** – a report with commentary after each question highlighting the key findings, any particular issues encountered and the options for solutions to improve the reliability and validity of questions.

Reporting and recommendations for piloting

Our development work (on the questionnaire design and all elements outlined earlier) would lead to the production of a **feasibility report** making recommendations for each aspect of the survey with the associated costs laid out. We would also suggest which areas need to be piloted and produce a pilot design.

EVALUATION QUESTION 03 – RELATIONSHIP MANAGEMENT	WEIGHTING
Please provide an assessment of your organisation's approach to working, in partnership, with Commissioning Authorities to ensure the successful delivery of outputs	10%
<p><i><u>Evaluation intention</u> - This criterion seeks to establish how the Tenderer will work with CQC to ensure successful delivery and to meet expected quality standards. Evaluation of this criterion will include:</i></p> <p><i>an assessment of your organisation's approach to working, in partnership, with CQC to ensure the successful delivery and development of the NHS Patient Survey Programme via mixed methods;</i></p> <p><i>how you intend to provide appropriate assurance that the work will be delivered to a high-quality standard and within agreed timescales and budgets;</i></p> <p><i>Assessment of your approach to the management of risks and issues in developing and delivering this work and the information governance arrangements you will put in place to support delivery.</i></p>	
RESPONSE:	

Introduction

We know from experience that we are most successful when we work in partnership with our clients. This is particularly important here, given the nature of the Co-ordination Centre role. More importantly, the Programme is undergoing a strategic shift in direction, meaning that you require a partner who can work alongside you to drive it forward, bring new and innovative ideas to the table, proactively make suggestions for improving the survey programme and challenge ways of working and existing thinking. At the same time, you also need to be reassured that your partner can deliver a high profile piece of work to the highest quality standards (particularly given its primary aim of feeding into regulation) and within agreed budgets and timescales, while effectively managing any risks and issues.

This section outlines our understanding of these requirements and how we intend to deliver

against them. It outlines what we envisage bringing to the partnership, how we will aim to make sure it is working for you and how we will manage any risks or issues.

Our approach to partnership working

At the centre of our approach are the components we believe we must bring to this partnership to ensure its success:

- **Understanding your needs and expectations:** You have expressed a desire to transform the survey programme, moving to a mixed methods approach, to reduce costs and potentially increase frequency and sample sizes. However, to be an effective partner we will also need to understand your needs and pressures at any one moment in time, relating to your inspection programme, other policy imperatives or stakeholder demands. We will build in mechanisms for effective ongoing communication, so that we are able to drive the contract forward, rooted in an understanding of what you need at that point, and how that might change over time. We see these mechanisms as more than just meetings, providing a constructive space for you to be able to set expectations and review and challenge our performance.
- **Methodological expertise:** We recognise the need for robustness in the survey programme, given its role in your regulatory function. Therefore, this is not just about developing an online survey, but truly integrating different methods and using the latest methodological thinking. As an organisation and as individuals we are committed to staying abreast with industry developments. For example, we have presented on push-to-web methodology at the Biennial Conference of the European Social Survey Association and International Workshop on Household Survey Nonresponse and written papers published in *Survey Research Methods*, *Social Research Practice* and *Research Matters*, the magazine of the Social Research Association. We will make recommendations that you can trust, and be clear about any limitations and risks.
- **Problem solving:** We also recognise that there will be challenges ahead as you move to a mixed methods approach, not least because there are a number of unknowns (e.g. coverage and quality of email addresses and response rates via online methods amongst these populations). There may also be methodological tensions (e.g. the preference for standardisation of the online platform versus the approved contractor model). We will work with you to generate solutions, advising you based on our experience.
- **A commitment to continuous improvement:** When delivering these large survey programmes, we continuously look for improvements to our approach, both methodological and operational, as well as in our relationships with our clients. Through the meetings we suggest, we will bring these suggestions to you – and of course be open to your suggestions for enhancements – so that we can make the survey programme the best it can be.

Underpinning these components, we envisage the following working arrangements with CQC (building on what is specified in your ITT):

- Our team structure means we will provide you with a **single day-to-day point of contact for each survey and for the contract overall**, so you have a clear contact point and strong relationships can form.
- **Planning meetings** (at least quarterly) will enable a full briefing on your vision for the programme, and allow us to discuss plans for moving surveys over to mixed methods. We have suggested these over and above the meetings you have suggested in the ITT which sit within an ongoing delivery cycle. However, we would be happy to combine these planning meetings into the contract review meeting if you would prefer.
- **Operational delivery meeting** (weekly), will focus on the day-to-day delivery of work packages and will be attended by relevant team members, depending on the work packages being delivered at that point. This is a similar process to the one we use for GPPS, with each meeting preceded by a written update so that the calls can be more focused, discussing issues, rather than providing updates.
- **Performance review meetings** (fortnightly), will cover delivery of the programme, including escalation of issues from the weekly meetings. We envisage including an update from you of the context within which you are working and upcoming priorities, discussion of emerging delivery challenges and possible solutions, identifying areas where improvements could be made (to delivery and to our working relationship), and raising and testing new ideas.
- **Contract review meeting** (at least quarterly), will allow us the space away from day-to-day delivery to review how the partnership is working overall and assure the quality of the work being conducted. As suggested, this will cover a review of spend figures, risks and issues, and performance against KPIs (as outlined in your ITT). However, we also anticipate a discussion of how we have performed as a partner, perhaps against more informal, qualitative KPIs.

Potential areas to discuss could include:

- What has gone well in the last three months? What features of the partnership have contributed to this? Can we do more of this?
- What could have gone better in the last three months? How should working practices change to account for this?
- Have we helped CQC transform the programme? Have we made useful suggestions? Have we brought innovative ideas to the table? Have we provided constructive challenges? How have we responded to any challenges or concerns?

This is a process we have found works well, for the Millennium Cohort Study (MCS) for example, a major contract that involves a very close working relationship across multiple years. The team meets with the client quarterly to discuss progress. This has led to changes to increase efficiency and ensure better communication between our respective organisations.

We envisage **additional e-mail, telephone or face-to-face contact on an ad hoc basis**, ensuring that we are responsive and meet your KPI regarding availability of the contractor, and that we are able to make progress between operational delivery meetings.

We are accustomed to working with clients in a flexible and collaborative way, and receive excellent feedback on our approach, as demonstrated below.






"Ipsos MORI are one of the most professional companies we work with. The quality of the work is exceptional and their ability to flex the approach taken has been very much appreciated. The changing landscape of the NHS has meant things have not always gone to plan for us, yet Ipsos MORI have remained able to deliver the work on time and at great value for money."

3. Meeting quality standards, timescales and budgets

Given that the NHS Patient Survey Programme produces robust and comparable data used for regulatory purposes (among others), it is crucial that we maintain high quality standards, deliver the surveys to timetable, and ensure we remain within budget. This section of the proposal outlines how we intend to achieve this.

3.1 Meeting quality standards

All projects Ipsos MORI conducts for clients across the public sector must be robust and defensible; we take our quality standards and information security very seriously (e.g. we were one of the first members of the Market Research Society company partner scheme). To guarantee that quality is embedded, we have an integrated quality, compliance and information security management system – our 'Business Excellence System' (BES) – which meets the requirements listed below.

- | | |
|---|---|
|  | <ul style="list-style-type: none"> • ISO 20252 is the international market research specific standard that supersedes BS 7911 / MRQSA & incorporates IQCS (Interviewer Quality Control Scheme). It covers the 5 stages of a Market Research project. Ipsos MORI was the first company in the world to gain this accreditation |
|  | <ul style="list-style-type: none"> • MRS Company Partnership – By being an MRS Company Partner, Ipsos MORI endorse and support the core MRS brand values of professionalism, research excellence and business effectiveness, and commit to comply with the MRS Code of Conduct throughout the organisation |
|  | <ul style="list-style-type: none"> • ISO 9001 - International general company standard with a focus on continual improvement through quality management systems. In 1994 we became one of the early adopters of the ISO 9001 business standard. |
|  | <ul style="list-style-type: none"> • ISO 27001 - International standard for information security designed to ensure the selection of adequate and proportionate security controls. Ipsos MORI was the first research company in the UK to be awarded this in August 2008 |
|  | <ul style="list-style-type: none"> • NHS Information Governance Statement of Compliance (IGSoC) Our Business Excellence System complies with the NHS Information Governance requirements for NHS Business Partners and is updated annually as required to maintain our NHSSoC status. Our Organisation National Code is 8HM27. |
| | <ul style="list-style-type: none"> • Data Protection Act – Ipsos MORI is required to comply with the Data Protection Act and is preparing for compliance with the new GDPR which comes into force in May |

Our BES system comprises internal communications, audits and spot checks, as well as regular meetings of BES representatives to discuss and address quality issues, feed them back to the business areas, and implement corrective and preventative measures. An external auditing company visits annually to ensure that we comply with the standards we are accredited to – recent audits in summer 2017 confirmed our accreditations.

In practice, for this project, the following measures will be in place:

- As Project Director [REDACTED] will have overall responsibility for ensuring the quality of the work and the deliverables, giving a **clear line of accountability**.
- [REDACTED] will act as a 'critical friend' and review our work from the client's point of view. We find this works well, as Quality Directors are less

involved in the detail, and can instead act as a sounding board and ensure that we are meeting your needs.

- **Internal sign-offs** so that each document is reviewed at the appropriate level, again providing clear accountabilities. Documents sent to us by trusts and approved contractors will also be reviewed at the appropriate level. These sign-offs are captured electronically as part of our standard procedures.
- **Formal sign-off from CQC** for key documents, such as any documents that will be available to trusts or approved contractors. Again, these sign-offs are captured electronically.
- **Clear guidance about the quality processes** that we expect trusts and approved contractors to observe so that they are also able to deliver high quality.
- **Standard procedures**, for example our document naming conventions that ensure versioning is clear and that all documents have the appropriate information classification.

3.2 Meeting timescales

Our experience with large projects means that we have tried and tested tools and project management experience for managing large-scale projects with multiple strands and involving multiple organisations.

The timetable is central to our overall project plan. Throughout the project lifespan, we will use it as a key resource to identify critical pathways, plan resource requirements and provide a framework against which progress can be monitored. We propose using Teamwork PM, an effective collaborative online management tool. It is particularly useful for managing large, complex surveys to keep track of tasks and dependencies during busy periods, and which we have used to good effect on MCS and the ALS. When developing the timetables, we will build on our experience of successfully delivering other large contracts, e.g. on GPPS we have never missed a publication deadline despite increasing the number of deliverables over the years.

We will deliver to the agreed timescales through:

- Ensuring that the timetable follows **critical paths**, with the right tasks prioritised at the right times.
- As Project Director (and overall contract manager), Laura Thomas will have **ownership of the timetables**, with responsibility for keeping it updated and monitoring progress against it.
- **Reviewing the timetable at internal team meetings** at least weekly, to monitor progress and assign tasks among the team.
- **Clear communication to CQC** of when your input will be required.
- **Continually reviewing the timetable with CQC** (at least on a monthly basis) alongside a review of the project risks, so that we can update timings throughout the project, ensuring that contingencies are allowed for and any risks managed, while also enabling us to respond to the changing demands of the Programme.
- Ensuring that we **look ahead to the future** to plan resource and identify any potential changes that may have an impact on the timetable.
- Ensuring that **trusts, approved contractors and sub-contractors** will be able to deliver on time, providing clear timescales so they know what is expected and when, and working with them to achieve this.
- **Building contingency into the timetable**, particularly where the surveys are reliant on trusts and approved contractors.

- **Maintaining discipline**, e.g. for GPPS we ensure we start data checking early in the timetabled window for this so there is time to deal with any issues.

In addition, our capacity means that we are well-placed to deliver to agreed timescales, as we are able to move staff around as needed. This applies in two different ways:

- The ability to **increase resource as quickly as needed** when surveys start moving over from the Co-ordination Centre for Existing Methods. Equally, if the process of moving to mixed methods takes longer than anticipated, staff can be employed elsewhere. This means that we can be flexible to resourcing requirements as the contract develops.
- The ability to **bring in additional staff** at particularly busy times in each survey, e.g. data checking.

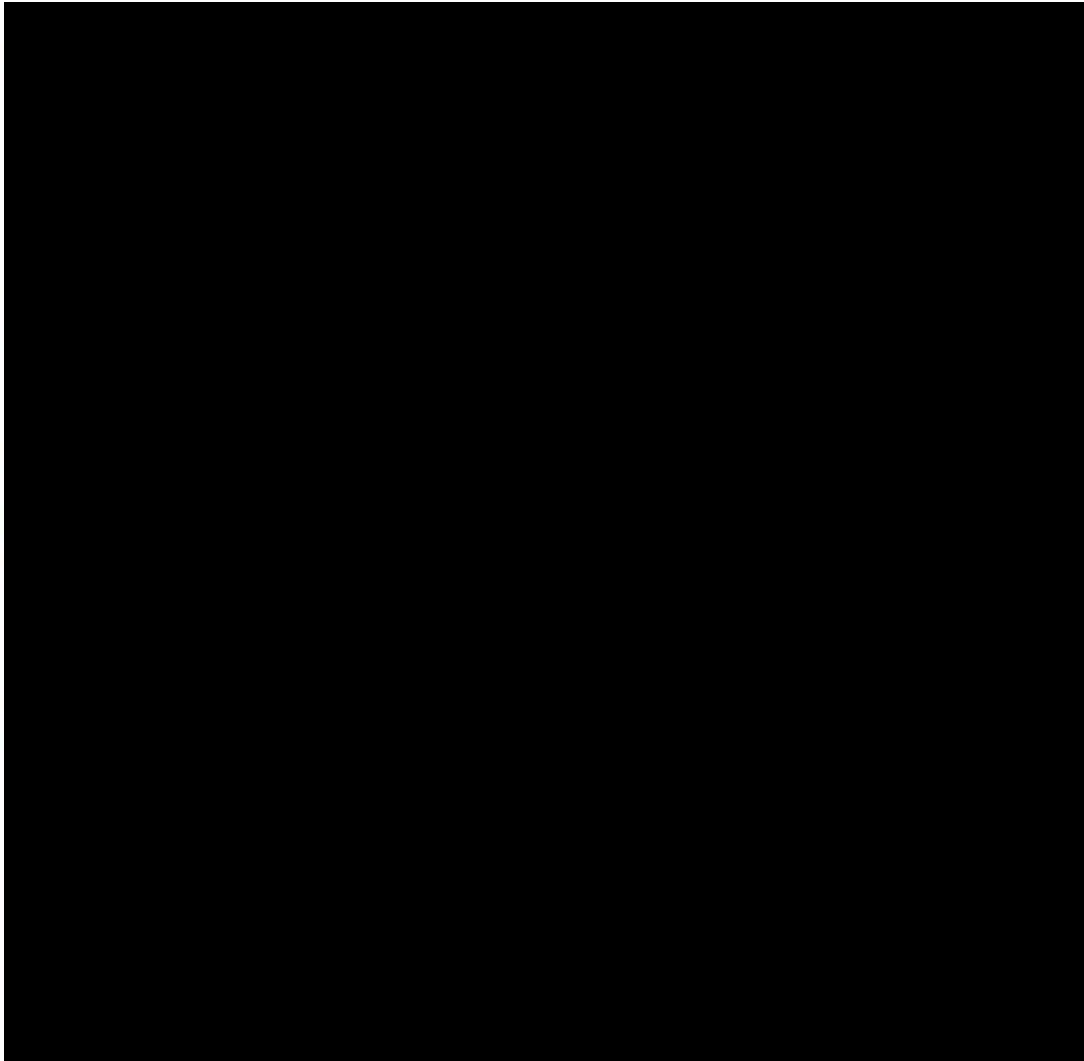
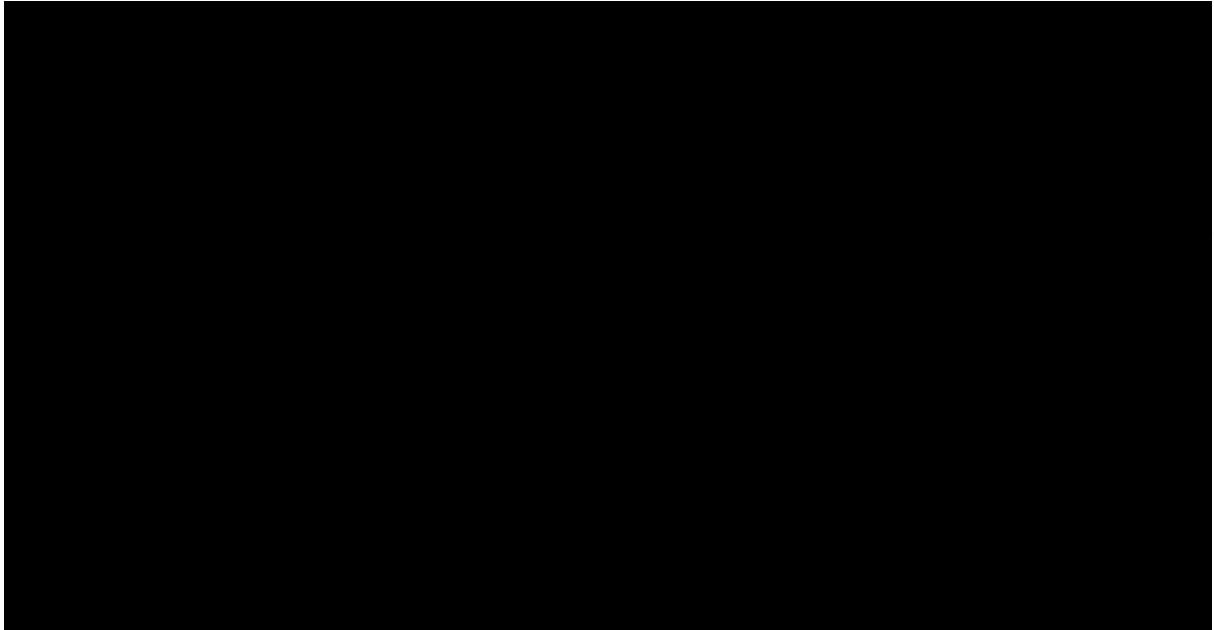
3.3 Meeting budgets

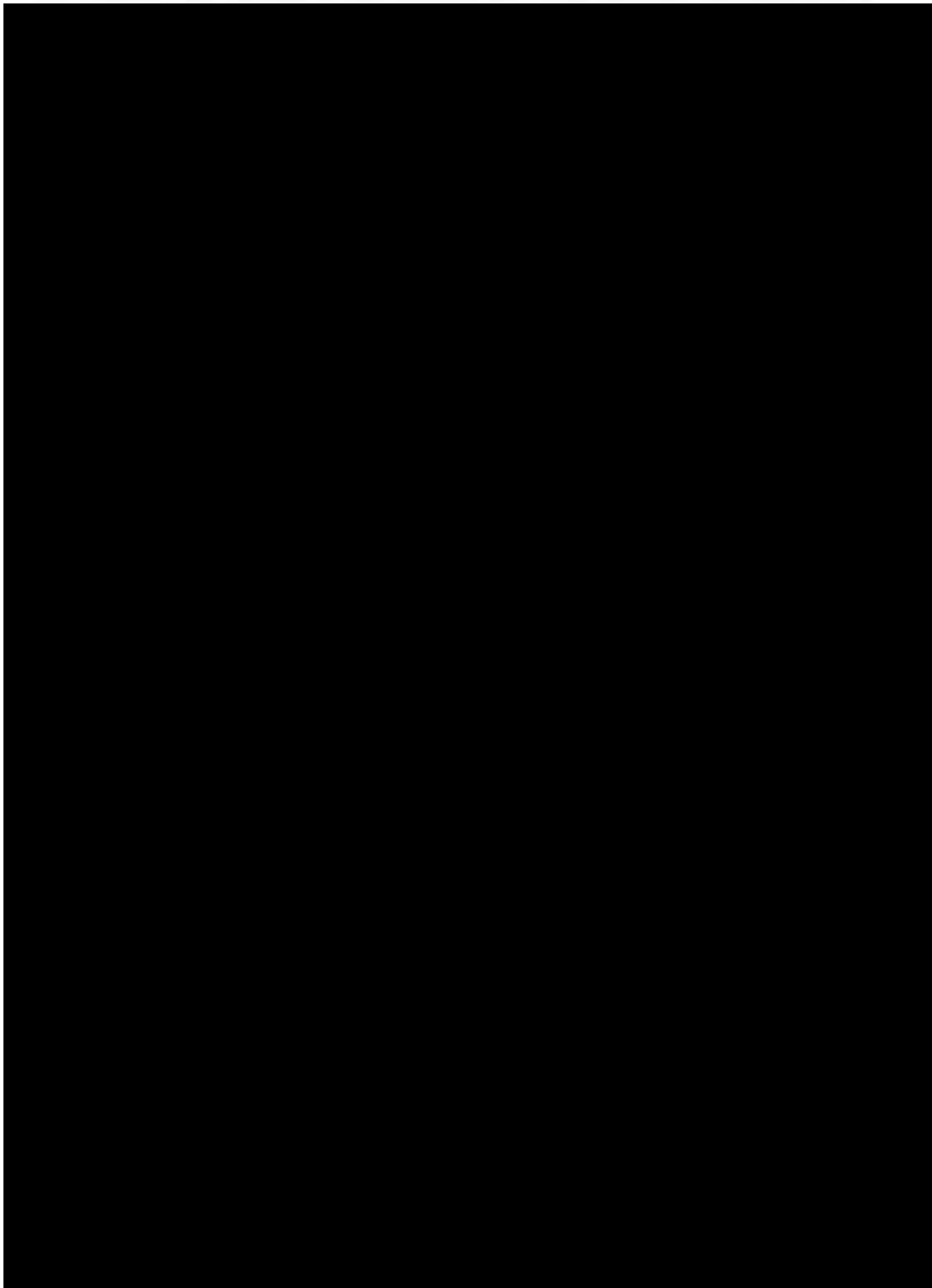
We have many processes for managing project budgets, including:

- A **financial management system** that allows us to see the direct costs of a project as well as the time spent so far, which is compared against budget.
- We have **service agreements** in place with sub-contractors specifying exactly what deliverables we expect and agreeing prices; this reduces the risk of miscommunications about costs.
- **Invoices require senior-level sign-off** depending on their value, ensuring they are scrutinised.
- **Internal team meetings** include a discussion about costs, identifying likely areas of overspend or underspend and actions to take as a result.
- When tasks are allocated to team members, they are given an indication of **how much time** the task is expected to take based on the budget.

In addition to these measures, we will be committed to identifying cost efficiencies as the contract progresses, forming part of our continuous improvement cycle. We have an established track record of delivering cost on long term projects – while ensuring our research remains methodologically robust. For example, for GPPS we have moved more respondents online, via a nudge to web 'lite' approach, which promotes the option to complete the survey online saving on return postage and scanning costs. This was trialled through experimentation, and increased the online response rate without reducing the overall response rate (in contrast to a stronger nudge to web). As the Co-ordination Centre for Mixed Methods, we will keep looking for efficiencies and logging ideas throughout the survey cycle so that changes can be made the following year. Part of this will be the opportunities that automation affords to reduce costs; e.g. we recently introduced a new automated process for checking samples for our CCG 360o Stakeholder Survey, substantially reducing the time spent on this task.

4. Risk management





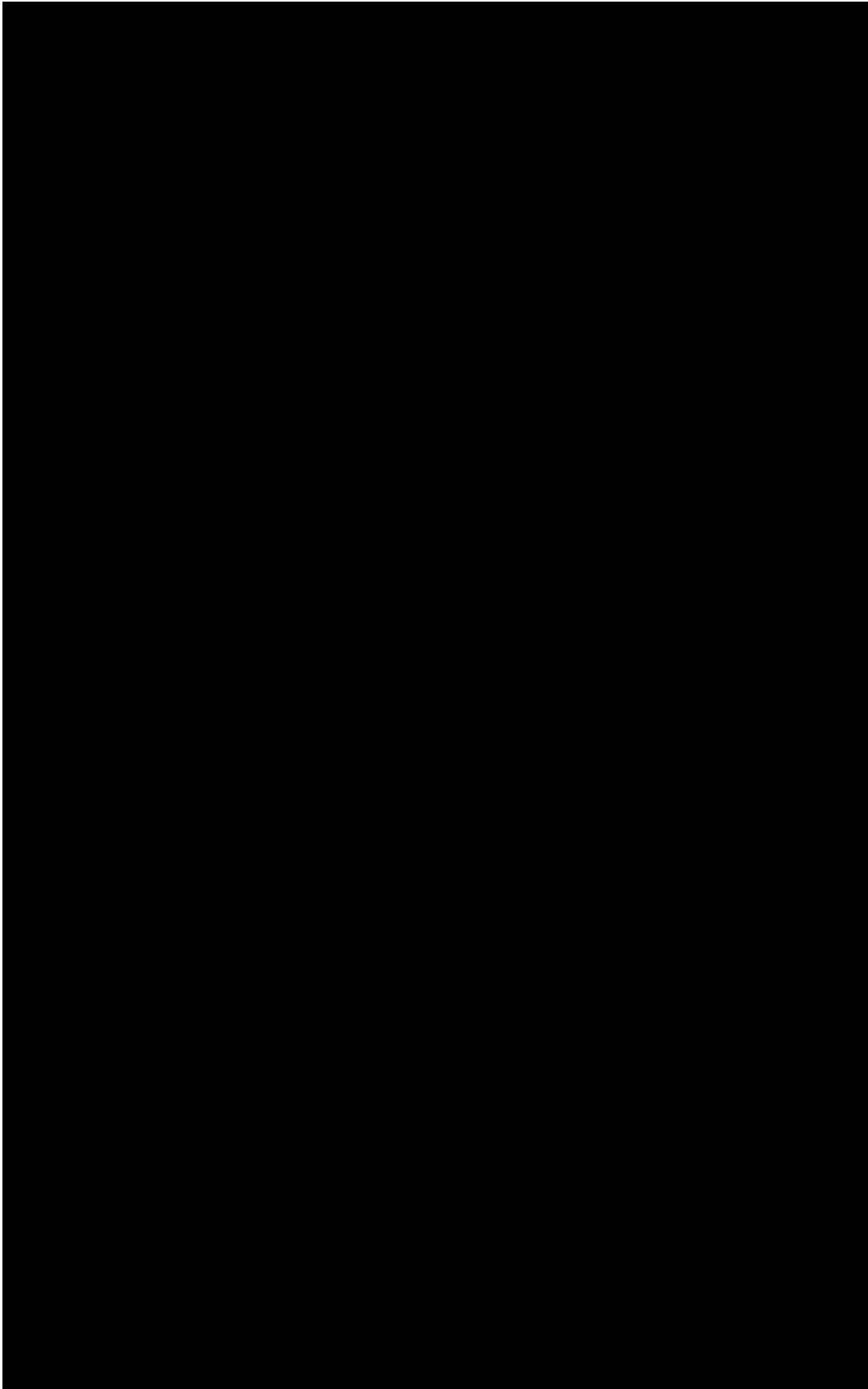
Document: 100-100000-1
Page: 1 of 1
Date: 10/10/2009

Page 1

Page 1

Page 1 of 1

11





Governance arrangements for managing risk

We recognise that the nature of these risks will evolve so we view our risk register as a 'live' document, which will be reviewed regularly throughout the contract internally, at our weekly project meetings, and with you, particularly at our performance and contract review meetings. Risks will be 'closed' but remain on the register when they have been addressed. This will be valuable in tracking progress and informing future risk identification. As Project Director, Laura Thomas will retain overall responsibility for risk management, while Anna Quigley, as Quality Director, will work with the team to find solutions if any aspect of the project is deemed at risk.

5. Information governance

5.1 Ethical approvals and Section 251 support

Ipsos MORI has an internal ethics team which comprises a group of senior researchers from across the company and includes two researchers [REDACTED] who sit on the Social Care Research Ethics Committee (SCREC), so we have a wealth of experience and understanding of the procedures for applying for ethical approval and Section 251 support.

We will apply for ethical approval via Health Research Authority (HRA) Approval and Section 251 support via the Confidentiality Advisory Group (CAG), following the correct procedures and completing the application through the Integrated Research Application System (IRAS).

In seeking approval, we will provide full justifications for each critical component of the survey programme's use of patient identifiable information. We will also include within our submission:

- Detailed descriptions of data flows and who will access what identifiable information.
- Evidence of why consent from patients is not required for the transfer of their contact details, along with details of how consent for their participation will be sought.
- Full justification of why personnel outside the clinical care team will need to access the relevant class of patient identifiable information.
- Details of how the Co-ordination Centre (current and past) has engaged patients, service users and patient group representatives, and how their opinions have been reflected in developing the methodology.
- For each item of patient identifiable information, full justification of why this information is required to deliver the surveys.

- Evidence of ensuring the correct support has been sought under Section 251.

5.2 Information governance and data protection

As an organisation which bases its business upon the goodwill and trust of participants, we understand that the lawful and correct treatment of personal information is vital. Ipsos MORI is compliant with the highest regulatory standards for the legal and safe processing of personal and/or sensitive data, including the Market Research Society Code of Conduct, ISO 27001 and GDPR.

In practice, for the NHS Patient Survey Programme, this means:

- We will agree the **lawful basis** for processing the data with CQC in advance and confirm any necessary data processing agreements.
- We will make sure that the information provided about participation in the research is fair and transparent, ensuring that the purpose of the survey and how the data will be used is accurately and clearly explained, and that a **privacy information notice** is available. In this way, we will work with the approved contractors and trusts to ensure that individuals can choose whether to take part on the basis of fully informed voluntary consent.
- We will create a **data flow**, documenting how the data will be held and stored, covering both the Co-ordination Centre and approved contractors. This will also determine whether the research has acceptable privacy outcomes or impacts, ensuring that strategies are adopted to reduce or mitigate any identified risks. We anticipate producing a Data Protection Impact Assessment since participants are invited to take part in the research by virtue of being patients, which carries an associated risk.
- Approved contractors and trusts will be **provided with clear information** about what they need to do to meet information governance and data protection requirements, e.g. how patient data should be stored and transferred.
- We will put measures in place to ensure that no **personal data** are passed to the Co-ordination Centre (other than in the pilots), e.g. through receiving anonymised sample files.
- Any sub-contractors involved in the survey will be subject to Ipsos MORI's **supplier approval** and management procedures. They will be provided with clear instructions about how we expect them to process the data. All high-risk suppliers (i.e. printers, scanning data processors, website development and hosting) will have regular compliance reviews.
- Any confidential information delivered to you will always be **encrypted** to a minimum standard of AES 256 and then transferred via a secure file transfer system (e.g. SFTP, Ipsos Transfer), unless otherwise instructed by you.
- We will take great care to ensure that only **anonymous datasets** are published. In reporting the data we will use appropriate suppression rules to ensure that participants cannot be identified, and we will outline these clearly to the approved contractors.

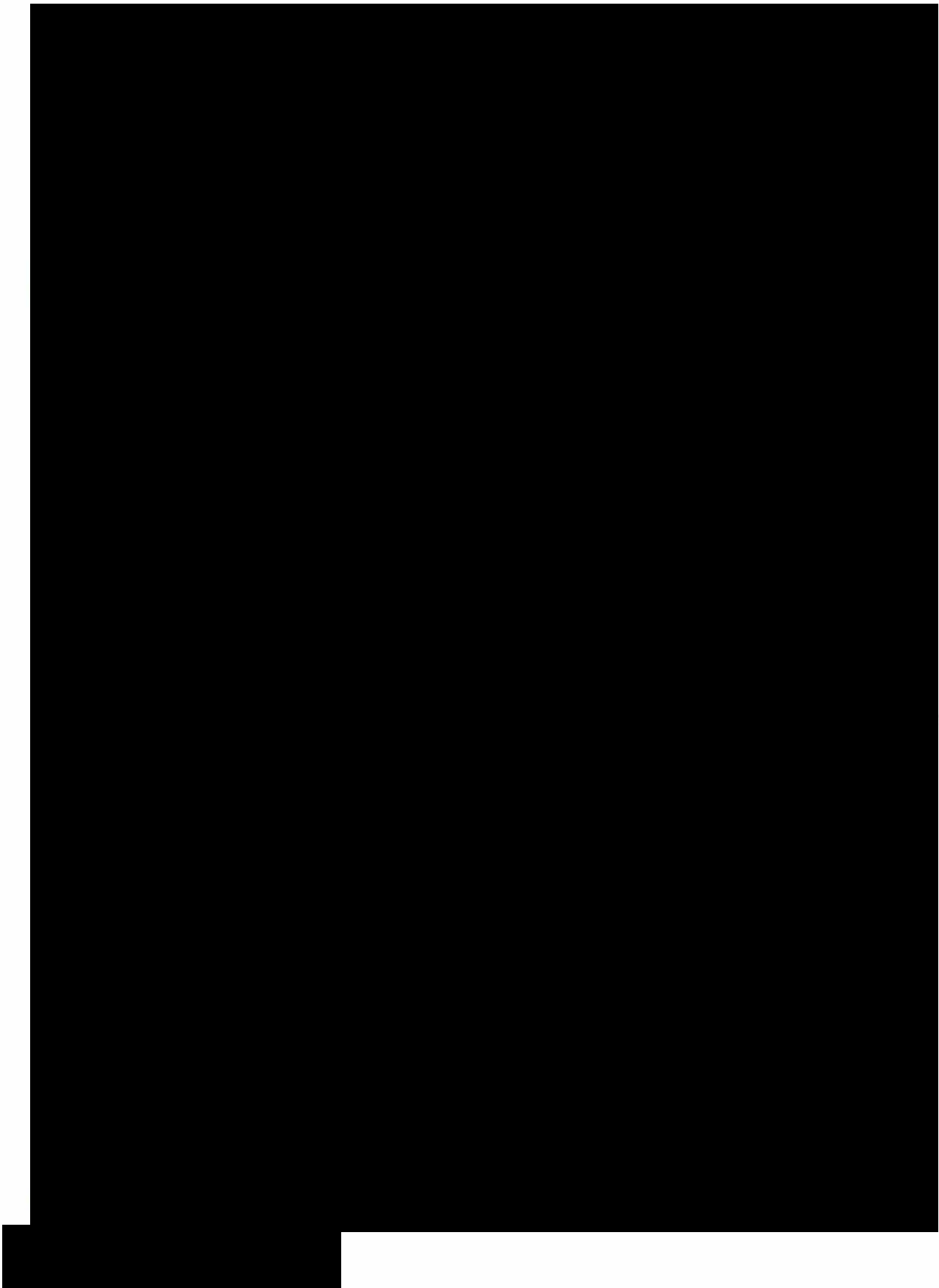
Where Ipsos MORI is in receipt of personal data, e.g. when running pilots, we will also implement the following controls:

- **Access to personal data** will be restricted to the minimum number of personnel; all of whom have undergone training in data protection law, their duty of confidentiality under contract and in the care and handling of personal data.

- Names, addresses and respondent ID numbers only will be sent to the printers (and also email addresses to the online team), **encrypted** using AES 256 as minimum, then transferred using our secure FTP (SFTP).
- The online survey will be implemented using an **industry standard online survey management system** hosted at Rackspace with appropriate controls, e.g. restricted access and no storage of survey participant personal data other than responses to the survey questions together with the respondent ID number. This system collects the IP address of participants, sometimes used in the data editing process. This is stored securely along with raw data.
- Survey data (and any scanned images) will be stored on a **secure server**, which is isolated from the Ipsos MORI network and has restricted access controls and network protection.
- In line with our **retention and destruction policy**, all personal data – both hard copy and electronic – will be securely removed once the project has finished.

EVALUATION QUESTION 04 – EXPERIENCE AND TEAM	WEIGHTING
Please provide details of the expertise and experience of key individuals and/or teams whose responsibility will be to ensure that the requirements are delivered.	20%
<p><i><u>Evaluation intention</u> - This criterion seeks to establish that the Tenderer has the resources, expertise and capability to ensure successful delivery. This must include a plan to increase resources as needed for additional work packages that require either additional personnel or additional technical or specialist experience and skills.</i></p> <p><i>Evaluation of this criterion will include an assessment of the team who will deliver the work including the number of FTE posts dedicated to the programme, their grade and experience in delivering similar work within the last three years.</i></p>	
<div style="background-color: black; height: 60px; width: 100%;"></div>	
RESPONSE:	

1. Team



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

•

[REDACTED]

•

•

•

[REDACTED]

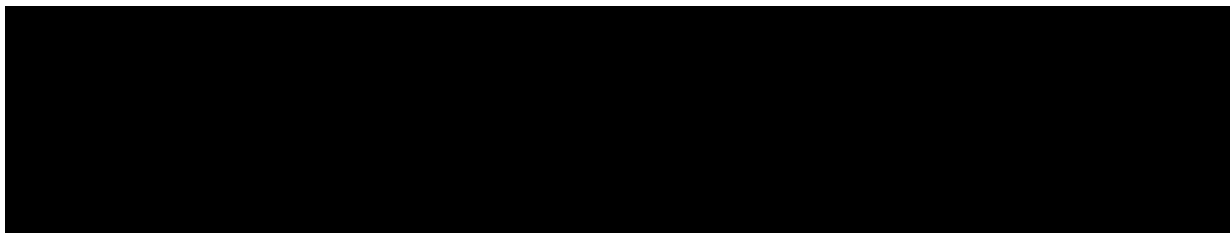
•

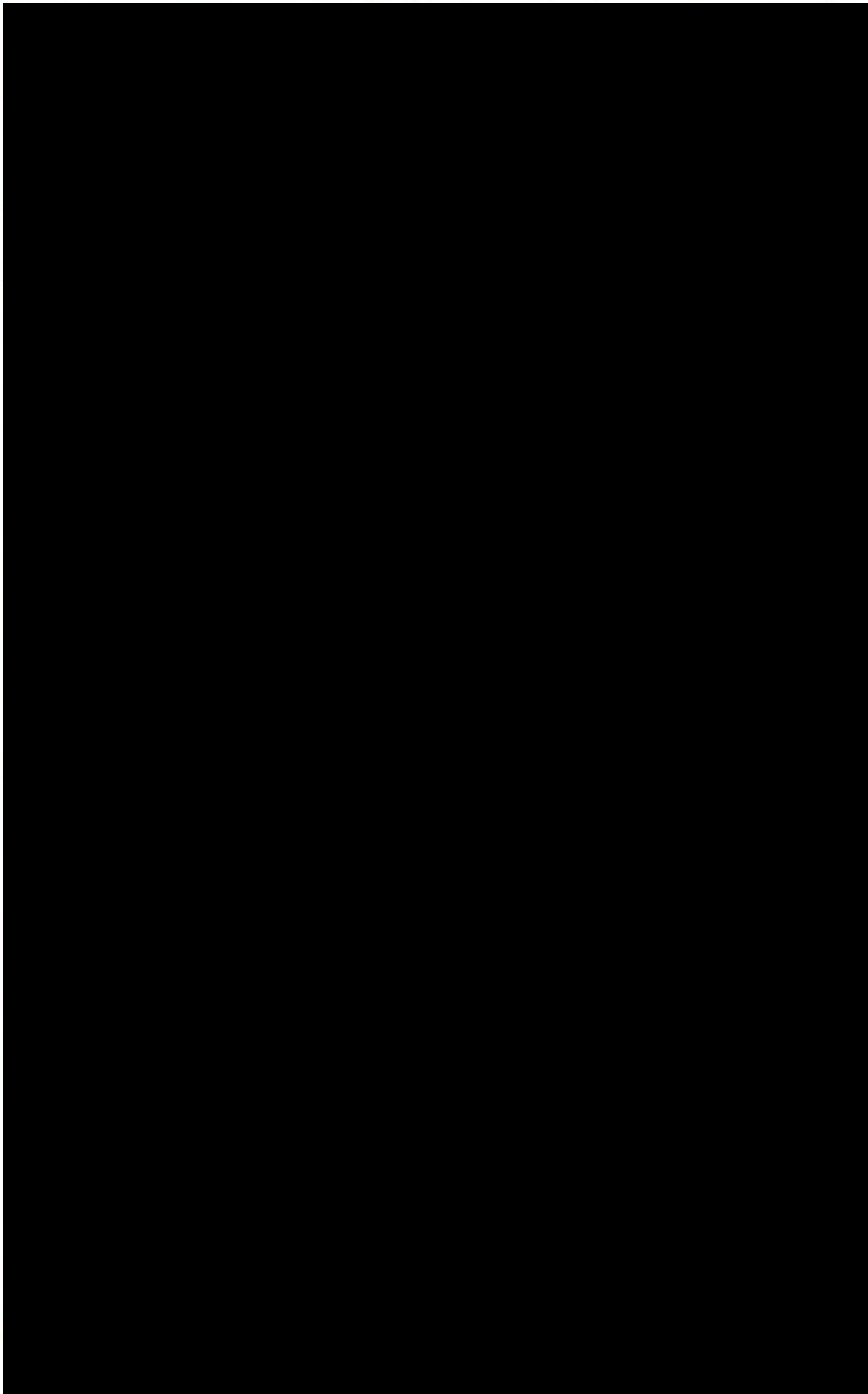
[REDACTED]

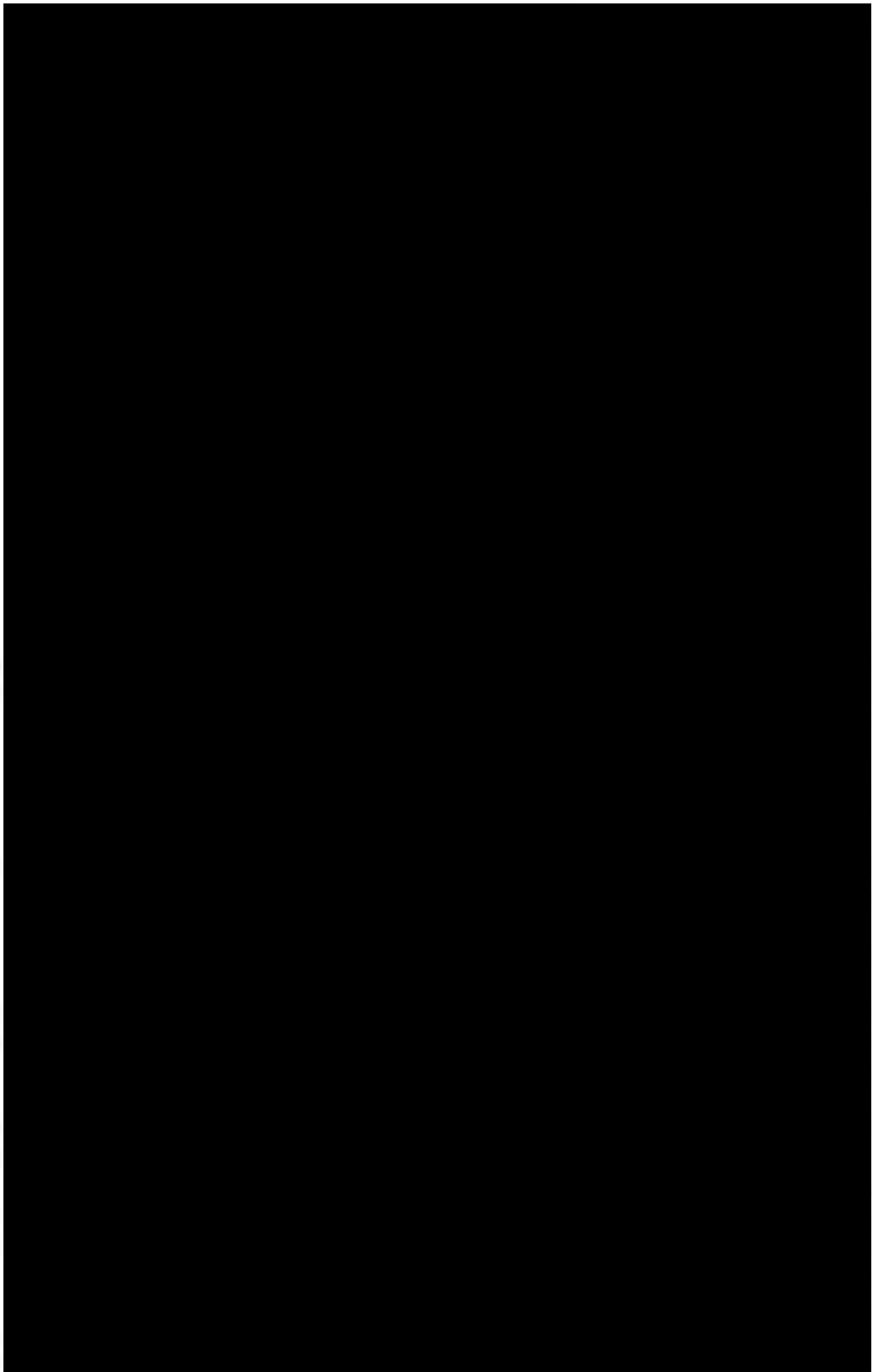
•

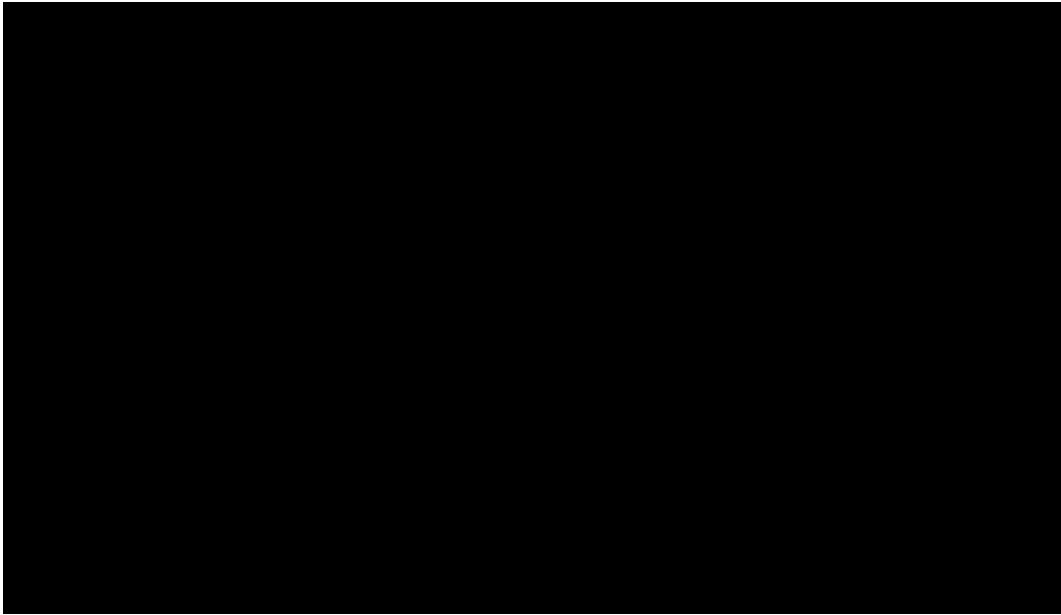
•

•

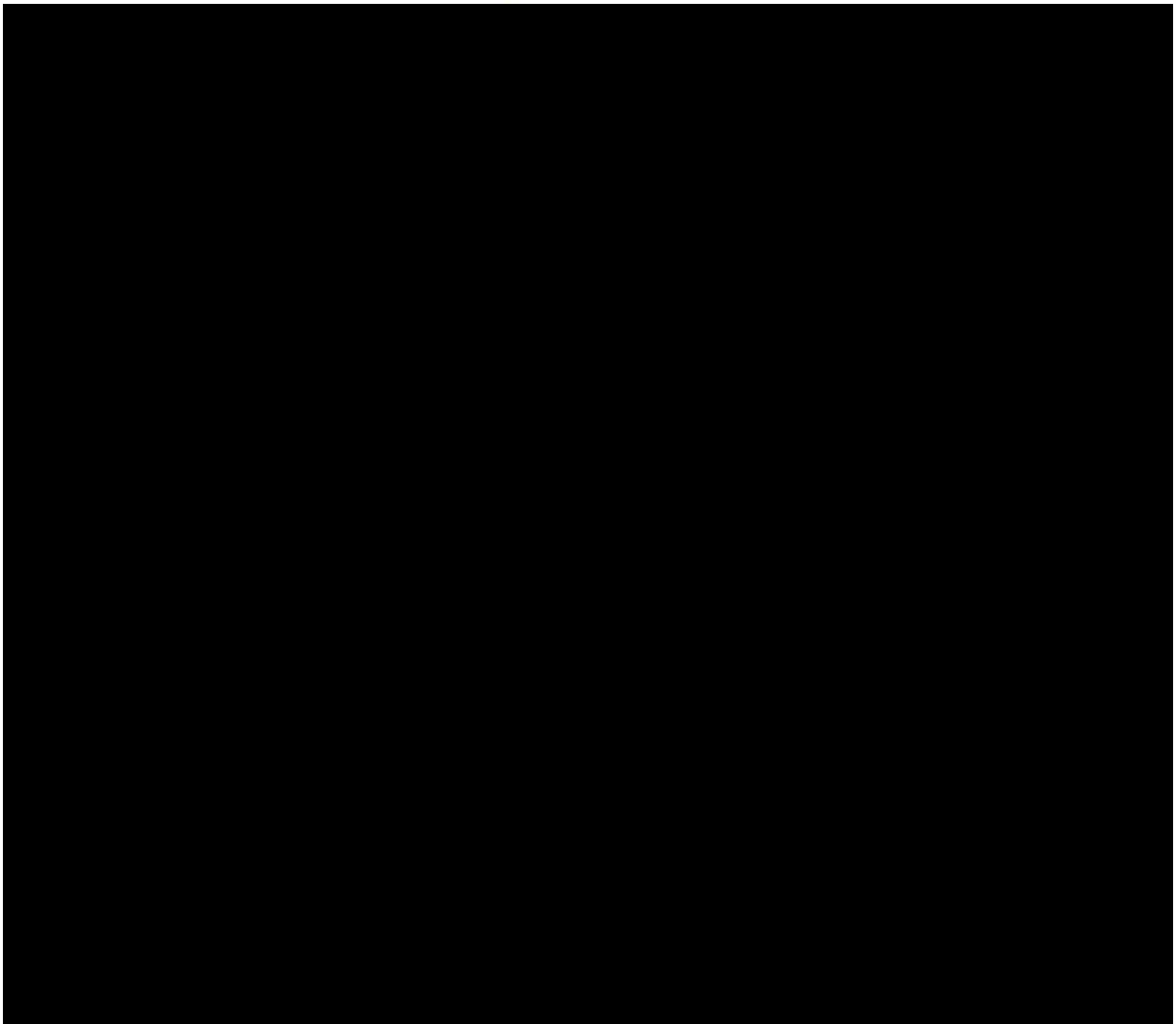
[illegible]







2. Experience



[REDACTED]

[REDACTED]

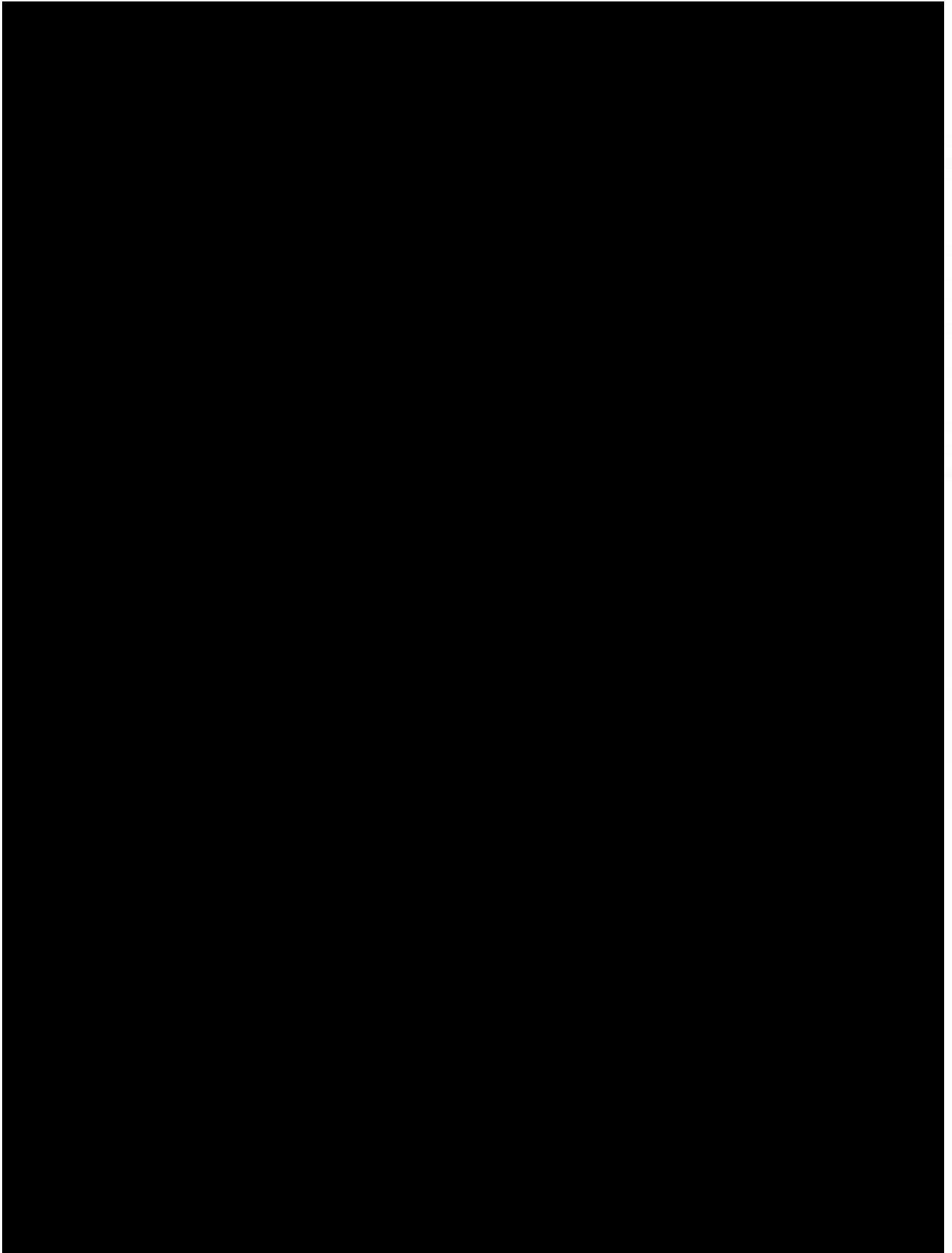
[REDACTED]

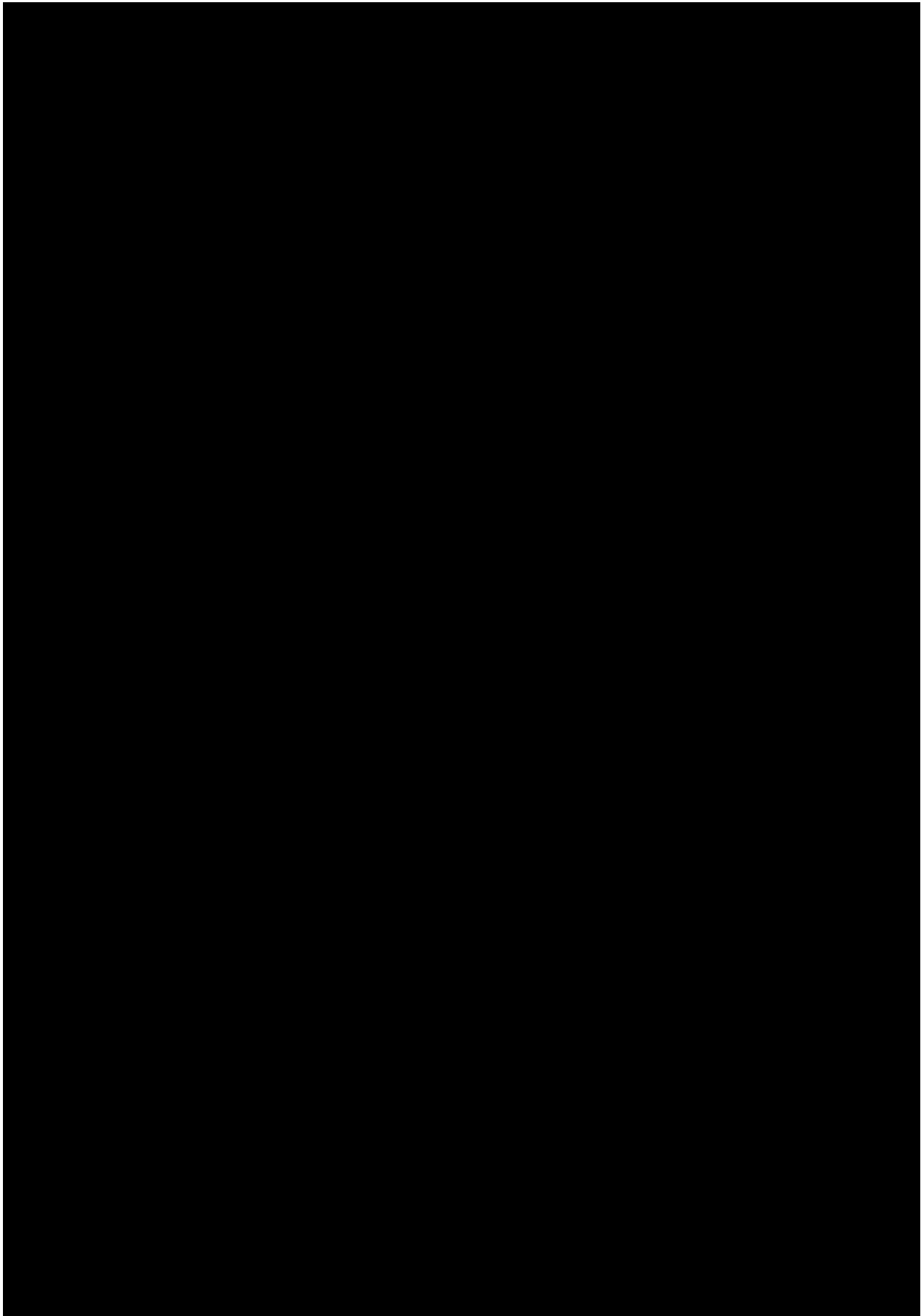
[REDACTED]

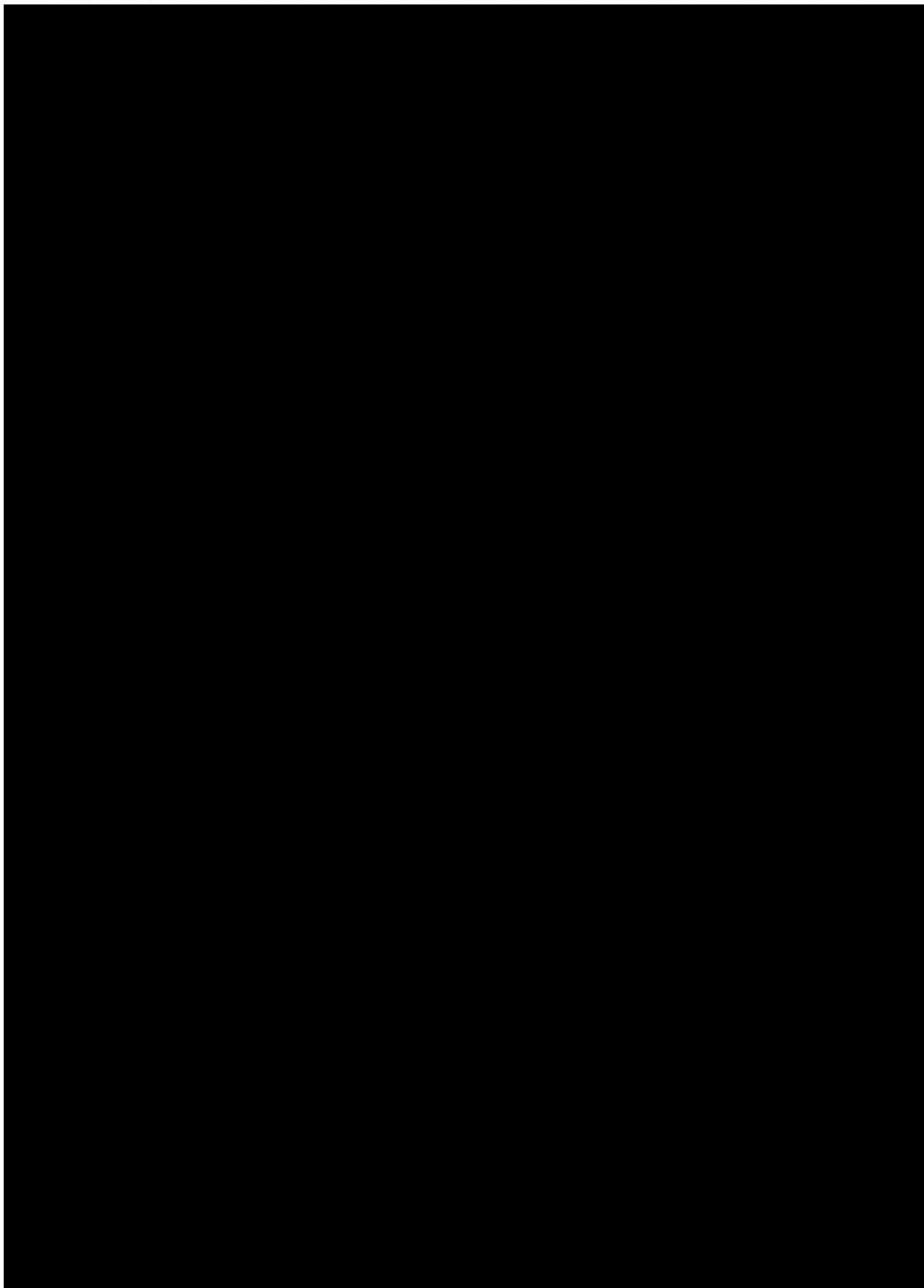
[REDACTED]

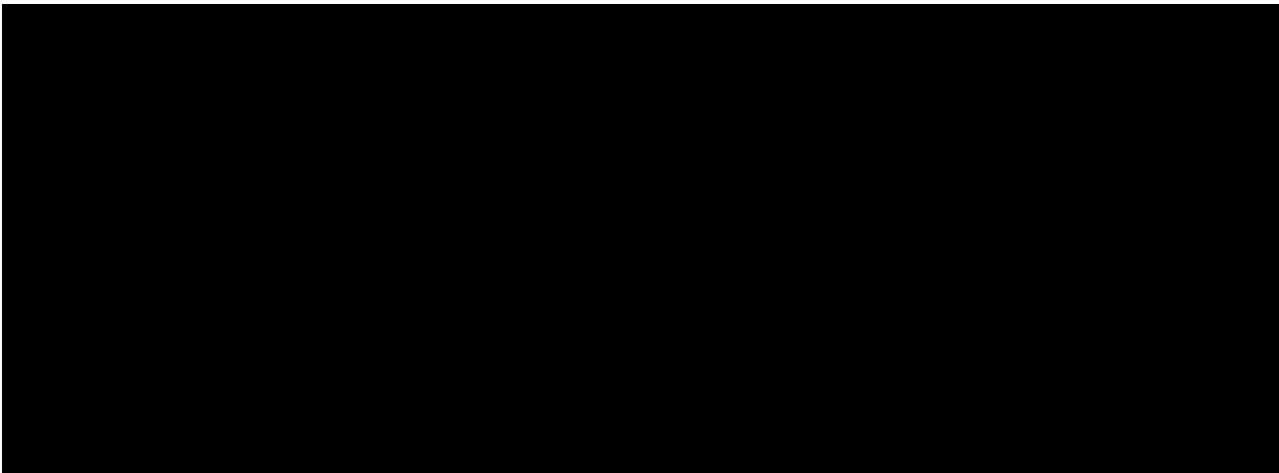
[REDACTED]

[REDACTED]









SCHEDULE 3 - PRICING

Milestone Payments

This image is a completely blank white page with no visible content, text, or markings.

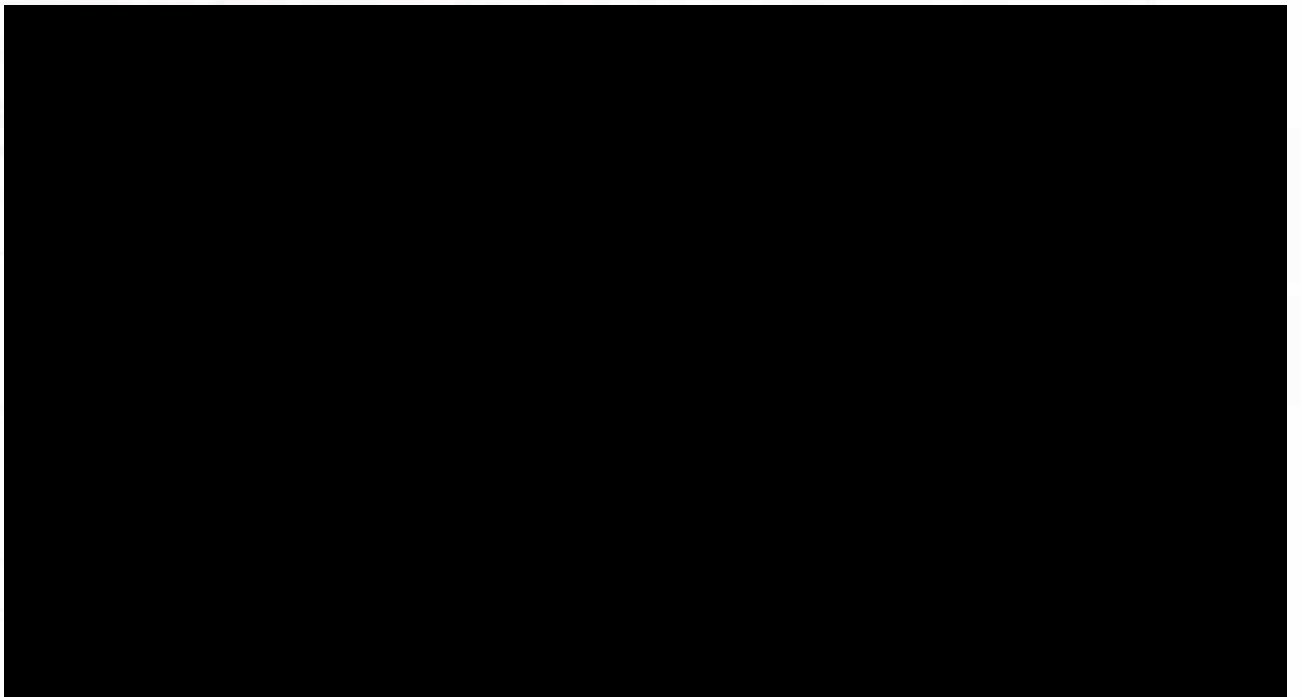
Methods of similar processes.

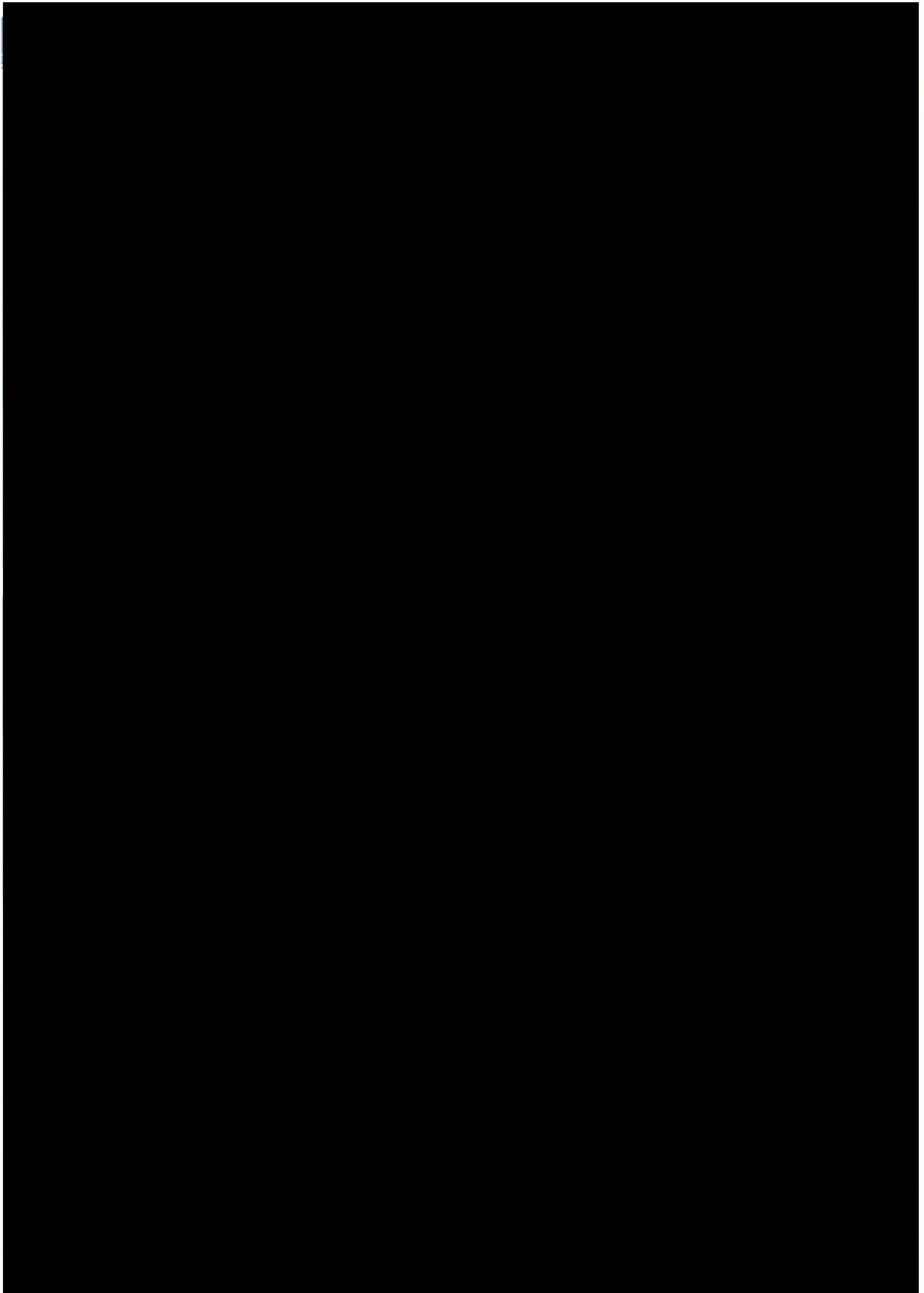
[illegible]

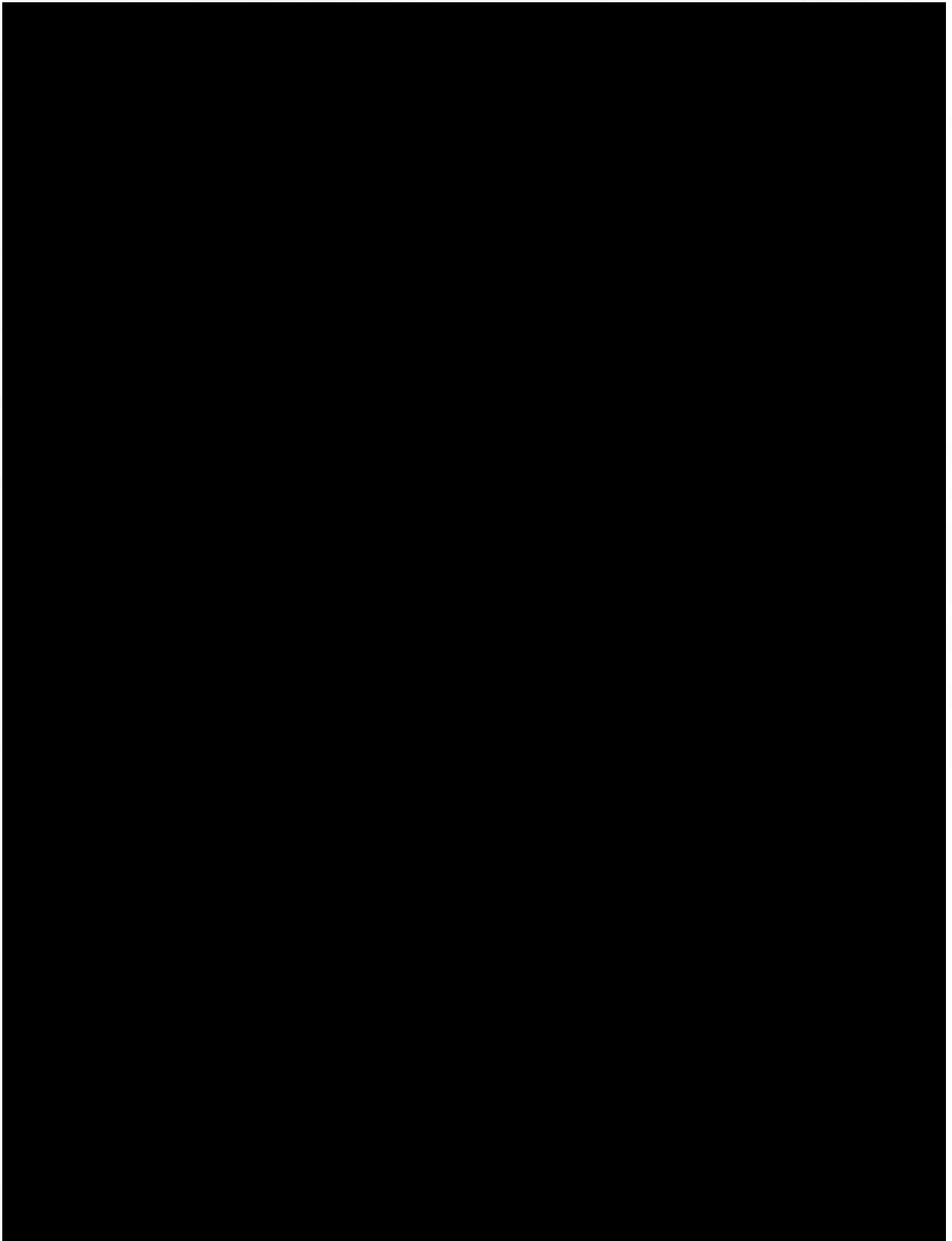
Pricing Tables - Please outline the key activities and associated costs for each case study using the templates below.

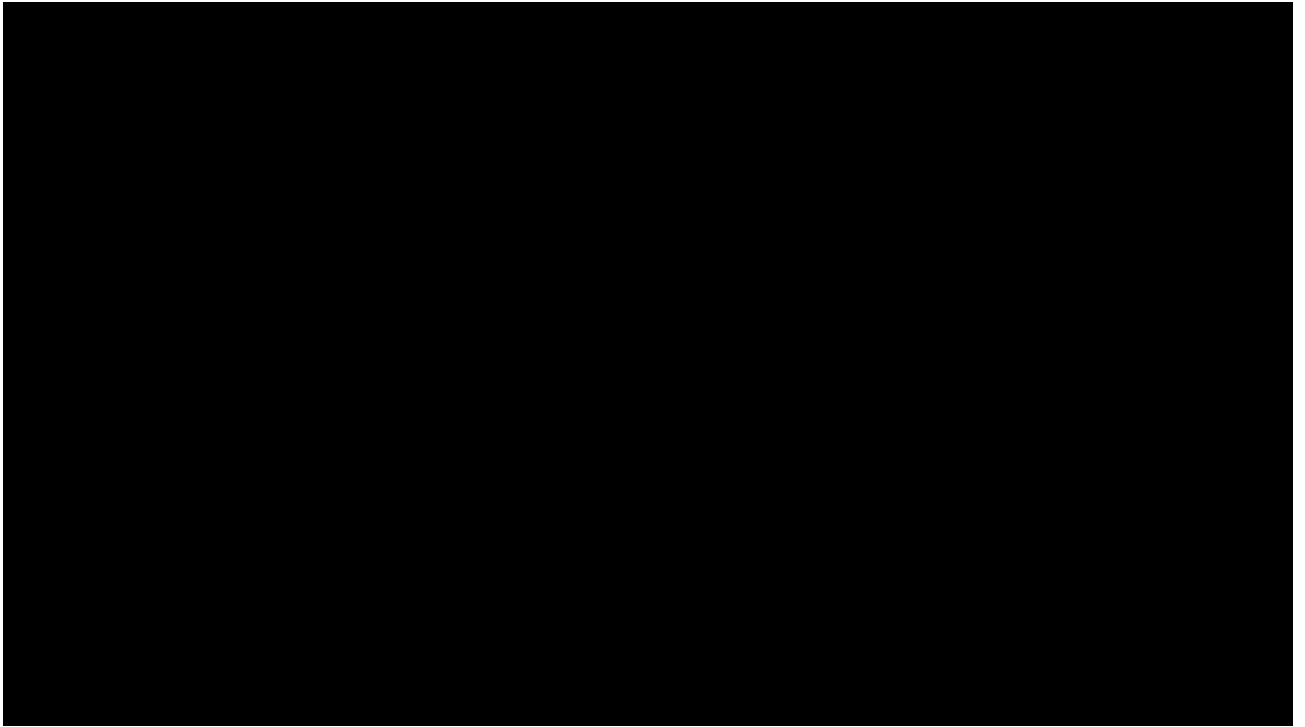
Please note: Tenderers must detail their prices as inclusive of VAT

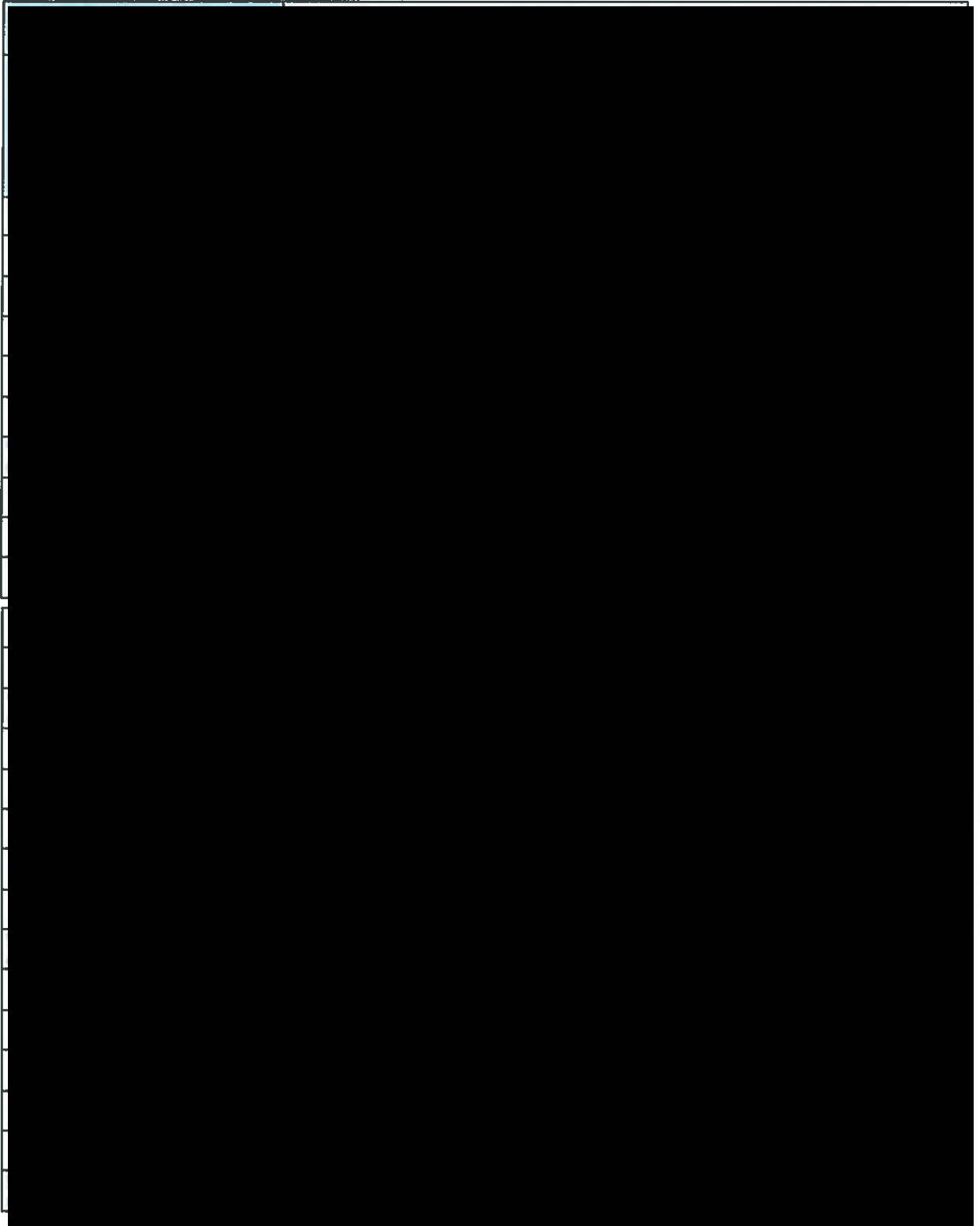
CASE STUDY:	WORK PACKAGE 1: DEVELOPMENT AND DELIVERY OF A NEW NATIONAL SURVEY WEBSITE
<div></div>	<div></div>
	<div></div>
	<div></div>
	<div></div>
	<div></div>

[illegible]

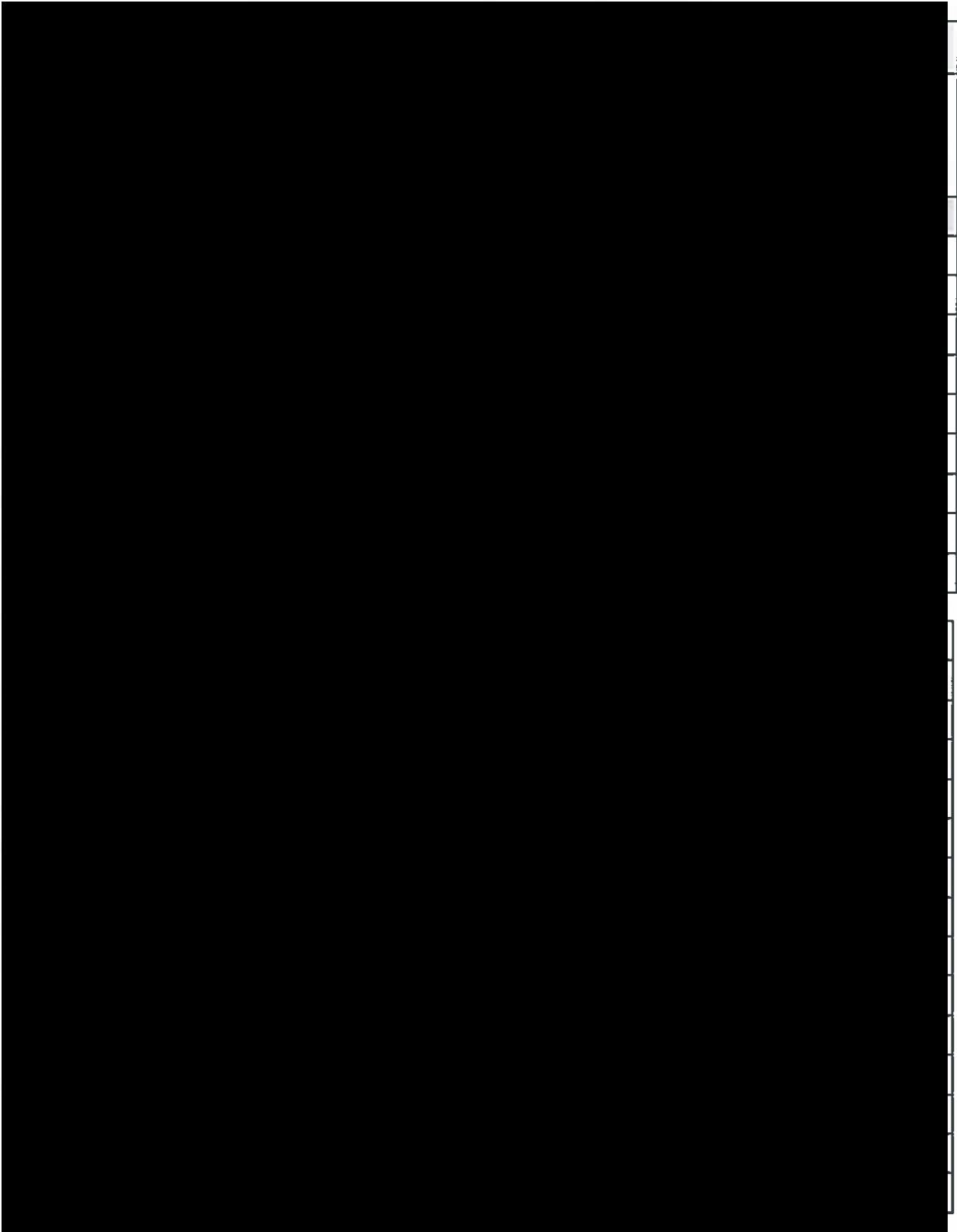


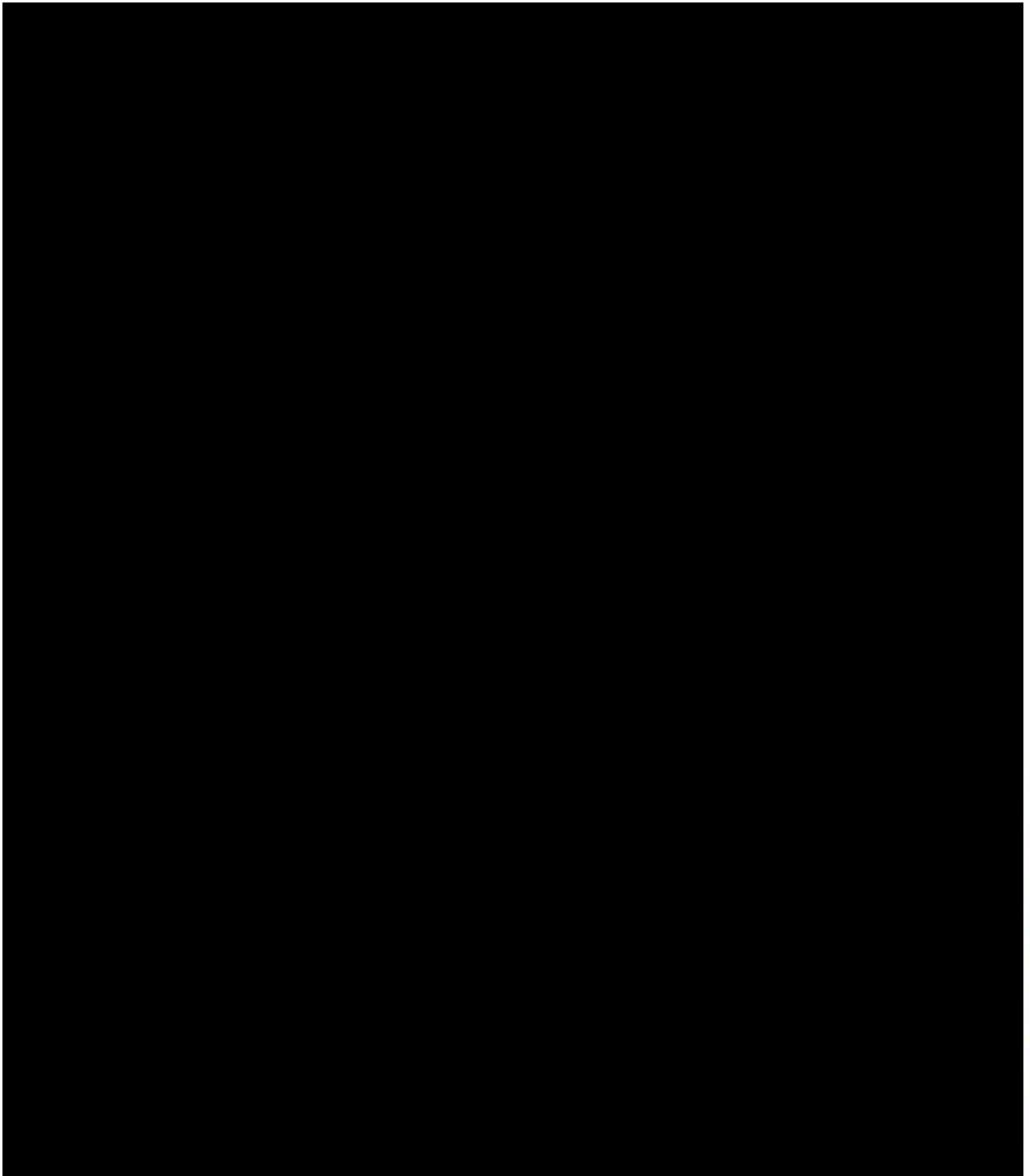


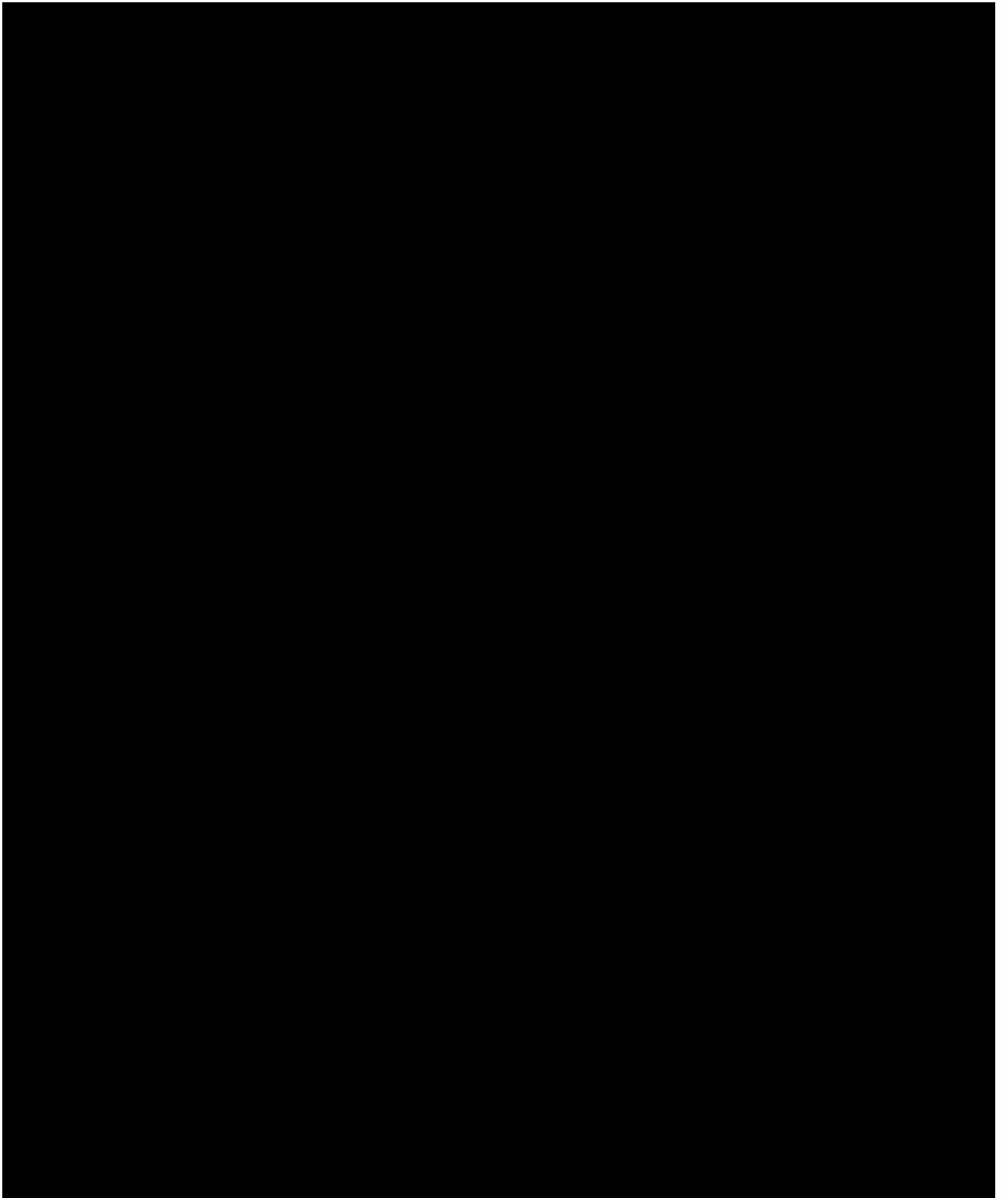


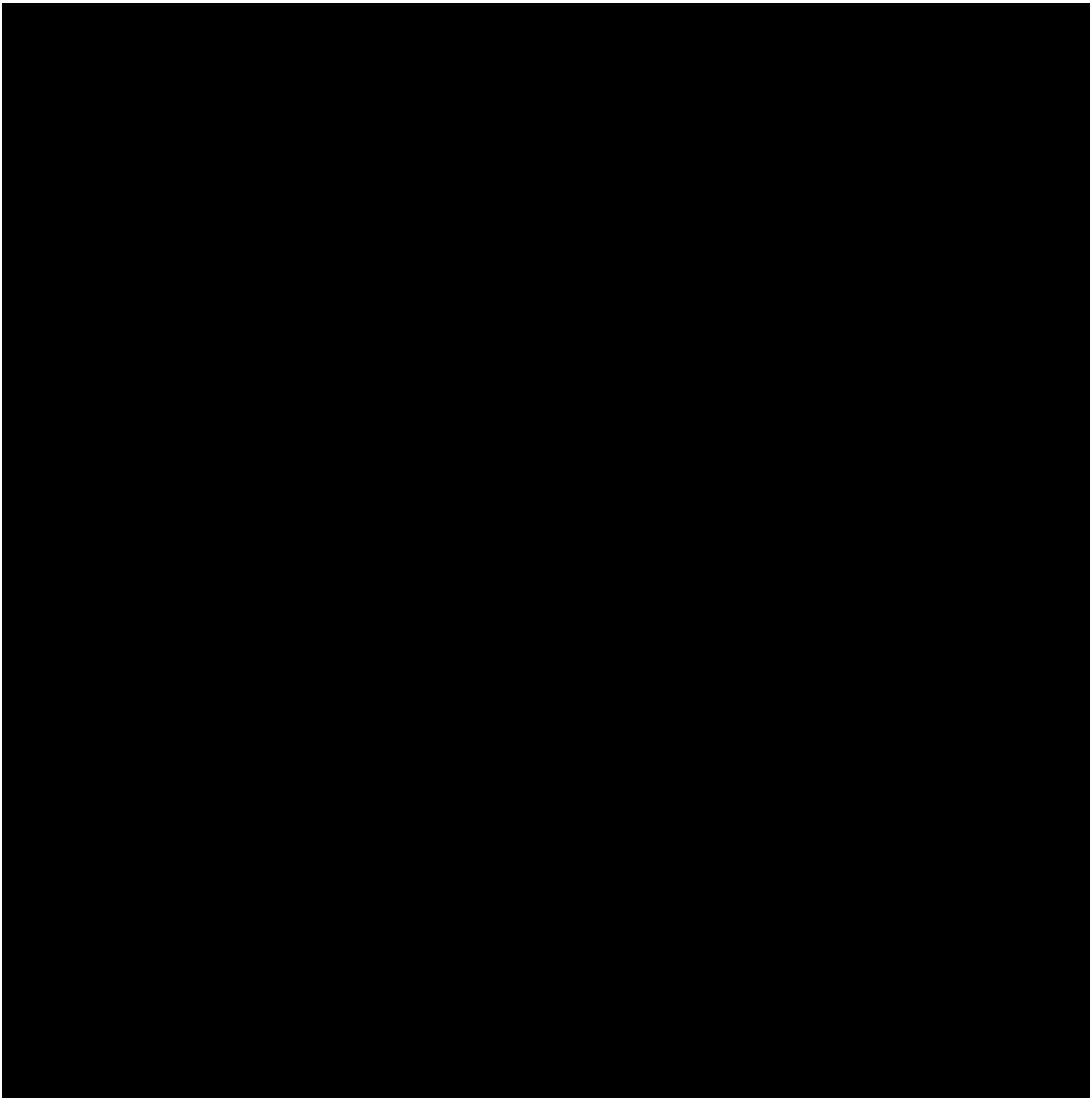


Ad	
Re	
Re	
Re	
M	
St	
Ad	
Re	
Re	
Re	
St	
Ad	
Re	
Re	
Re	
Ar	
St	
Ar	
Re	
D-	
M	
K	
G	









SCHEDULE 4 - CHANGE CONTROL

Contract Change Note

Contract Change Note Number	
Contract Reference Number & Title	
Variation Title	
Number of Pages	

WHEREAS the Contractor and the Authority entered into a Contract for the supply of _____ dated _____ (the "Original Contract") and now wish to amend the Original Contract

IT IS AGREED as follows

1. The Original Contract shall be amended as set out in this Change Control Notice:

Change Requestor / Originator		
Summary of Change		
Reason for Change		
Revised Contract Price	Original Contract Value	£
	Previous Contract Changes	£
	Contract Change Note	£
	New Contract Value	£
Revised Payment Schedule		
Revised Specification (See Annex ____ for Details)		
Revised Contract Period		
Change in Contract Manager(s)		
Other Changes		

2. Save as herein amended all other terms of the Original Contract shall remain effective.
3. This Change Control Notice shall take effect from the date on which both the Authority and the Contractor have communicated acceptance of its terms.

SIGNED ON BEHALF OF THE AUTHORITY:	SIGNED ON BEHALF OF THE CONTRACTOR:
Signature:	Signature:
Name:	Name:
Position:	Position:
Date:	Date:

SCHEDULE 5 - COMMERCIALY SENSITIVE INFORMATION

- 1.1 Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Contract following a Request for Information pursuant to clause E5 (Freedom of Information).
- 1.2 In this Schedule the Parties have sought to identify the Contractor's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.
- 1.3 Where possible the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies.
- 1.4 Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in s.43 of the FOIA to the Information listed below.

CONTRACTOR'S COMMERCIALY SENSITIVE INFORMATION	DATE	DURATION OF CONFIDENTIALITY
Breakdown of fees	25/05/2018	Duration of the contract.
Mini CVs - Please reserve under Section 40(2) of the Freedom of Information Act on the grounds that this is personal information provided solely to assist in determining the expertise of the staff identified by the personal information. No consent to further disclosure has been granted by the data subjects.	25/05/2018	Duration of the contract.
Details of clients. Please reserve under Section 43(2) of the Freedom of Information Act on the grounds that this information is commercially sensitive and disclosure would breach the Contractor's duty of client confidentiality and obligations under the MRS Code of Conduct that requires client confidentiality to be maintained unless specifically authorised by the relevant client.	25/05/2018	Duration of the contract.
Project Risk registers. Please reserve under Section 43(2) of the Freedom of Information Act on the grounds that this information is commercially sensitive for both the project and the Contractor. Disclosure of risk registers would provide stakeholders with information useful to them in adversely influencing or disrupting the project.	25/05/2018	Duration of the contract.

SCHEDULE 6 - NON DISCLOSURE AGREEMENT

THIS NON DISCLOSURE AGREEMENT is made the [insert day] day of [insert date] (the "Commencement Date")

BETWEEN:

[Insert full name of contractor] of [insert full address but if registered company please insert the following - (registered in England and Wales under number [insert company number]) whose registered office is situated at [] (the "Contractor");

and

[Insert name and address of the Staff member, professional advisor or consultant of the Contractor] (the "Disclosee").

(each a "Party" and together the "Parties").

WHEREAS:

- (a) The Contractor has contracted with the Care Quality Commission (the "Authority") to provide services to the Authority in an agreement dated [insert date] (the "Contract").
- (b) The Contract places an obligation of confidentiality on the Contractor. The Disclosee is an [insert employee, professional advisor or consultant] of the Contractor engaged in the provision of services to the Authority in support of or in connection with the services to be provided by the Contractor under the Contract.
- (c) The Disclosee may therefore, have communicated to it, certain Confidential Information belonging to the Authority which is proprietary and must be held in confidence. Accordingly, the Contract requires the Contractor to ensure that the Disclosee enters into a non-disclosure agreement with the Contractor on the terms set out herein.
- (d) Any Confidential Information disclosed by the Authority or the Contractor to the Disclosee, whether contained in original or copy documents, will at all times remain the property of the Authority together with all notes, memoranda and drawings that have been made as a result of access to such Confidential Information.

NOW IT IS AGREED as follows:

Definition and Interpretation

1. In this Agreement:

- a) "Confidential Information" means: any information which has been designated as confidential by the Authority in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) whether commercial, financial, technical or otherwise including (without limitation) information belonging to or in respect of the Authority which relates to research, development, trade secrets, formulae, processes, designs, specifications, the Authority data, internal management, information technology and infrastructure and requirements, price lists and lists of, and information about, customers and employees, all materials and

information belonging to third parties in respect of which the Disclosee owes obligations of confidence; information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, intellectual property rights or know-how of the Authority and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998; whether or not that information is marked or designated as confidential or proprietary; whether arising prior to, on or after the Commencement Date;

- b) "Law" means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body of which the Contractor is bound to comply.
- 2. In construing this Agreement the general words introduced or followed by the word include(s) or including or in particular shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
 - 3. Unless the context requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.
 - 4. Reference to any legislative and statutory requirement or similar instrument shall be deemed to include reference to any subsequent amendment to them.
 - 5. References to any person shall, as the context may require, be construed as a reference to any individual, firm, company, corporation, government department, agency, or any association or partnership (whether or not having a separate legal personality).

CONFIDENTIALITY

- 6. The Disclosee undertakes to: keep confidential all Confidential Information and safeguard it accordingly; and that any Confidential Information supplied will not be used by it for any purpose other than in connection with the Contractor's delivery of the services under the Contract without the prior written permission of the Authority.
- 7. The Disclosee will take all necessary precautions to ensure that the Confidential Information is held in confidence and will provide proper and secure storage for all information and any papers, drawings or other materials which relate to or are compiled from such information.
- 8. The Disclosee shall, with respect to any Confidential Information it receives directly from or on behalf of the Authority or from the Contractor, comply, with all instructions and/or guidelines produced and supplied by or on behalf of the Authority from time to time for the handling and storage of Confidential Information, generally or for specific items.
- 9. The Disclosee will not disclose any Confidential Information or any part thereof to any third party.

10. Where the Disclosee is an employee, breach of the obligations set out herein in this Agreement shall be a cause of disciplinary proceedings, and the Contractor shall institute and enforce such disciplinary proceedings as against the Disclosee in relation to such breach.
11. Where the Disclosee is a professional advisor or consultant, breach of the obligation set out herein shall entitle the Contractor to terminate the contract of engagement with the Disclosee immediately, and the Contractor shall enforce such right of termination as against the Disclosee in relation to such breach.
12. All Confidential Information in tangible form received hereunder together with all copies thereof shall be destroyed or returned immediately to the Contractor or where so required by the Authority and notified to the Disclosee, to the Authority, upon request or upon completion of the task for the purposes of which such Confidential Information was released.
13. The Confidential Information will not be used by the Disclosee for any purpose or in any way other than under this Agreement.
14. The following circumstances shall not constitute a breach of the obligations of confidentiality contained in this Agreement:
 - 14.1 Disclosure of Confidential Information by the Disclosee when required to do so by Law or pursuant to the rules or any order having the force of Law of any court, of competent jurisdiction;
 - 14.2 Disclosure of Confidential Information by the Disclosee where and to the extent that the Confidential Information has, except as a result of breach of confidentiality, become publicly available or generally known to the public at the time of such disclosure;
 - 14.3 Disclosure authorised in writing by the Authority;
 - 14.4 Disclosure of Confidential Information by the Disclosee where and to the extent that the Confidential Information is already lawfully in the possession of a recipient or lawfully known to it prior to such disclosure;
 - 14.5 Possession of Confidential Information by the Disclosee where it has been acquired from a third party who is not in breach of any obligation of confidence in providing that Confidential Information;

provided that, in no event shall information relating to the affairs of any identifiable person be disclosed or released from the obligations herein without the prior written consent of the Authority.
15. The Disclosee shall: notify the Contractor and the Authority promptly of the date and circumstances of the loss or unauthorised disclosure, if any, of the Confidential Information or any part of the Confidential Information and in addition, the action being taken to rectify that loss or unauthorised disclosure.
16. The obligations contained in this Agreement shall continue until notified in writing by the Authority or the Confidential Information becomes public knowledge (other than by breach of the terms of this Agreement).

17. No licence of any intellectual property rights (including but not limited to patent rights, copyrights, trademarks and rights in proprietary information and/or know-how and whether registrable or unregistrable) is granted hereby, beyond that necessary to enable use of the Confidential Information for the purpose for which the Confidential Information was released.
18. Nothing in this Agreement shall be construed as compelling any of the Parties to disclose any Confidential Information or to enter into any further contractual relationship with any other party.
19. No representation or warranties are given regarding the accuracy, completeness or freedom from defects of the Confidential Information or with respect to infringement of any rights including intellectual property rights of others.
20. Without affecting any other rights or remedies that the other Parties may have, the Disclosee acknowledges and agrees that damages alone would not be an adequate remedy for any breach of any of the provisions of this Agreement.

GENERAL

21. No failure or delay by any Party to this Agreement in exercising any of its rights hereunder shall operate as a waiver of such rights, nor shall any single or partial exercise preclude any further exercise of such rights. Any waiver by a Party of any breach or non-compliance with any term of this Agreement shall not constitute a waiver of any subsequent breach of non-compliance with the same or any other term of this Agreement.
22. No Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the Authority.
23. Any notice under this Agreement shall be in writing and shall be delivered by post, fax or e-mail to the address of the Party in question set out at the beginning of this Agreement or such other address (or e-mail address or fax number) as the Parties may notify one another from time to time.
24. No term of this Agreement shall be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement other than the Authority. The Parties shall only with the prior written consent of the Authority be entitled to vary any of the provisions of this Agreement without notifying or seeking the consent of any third party and the rights conferred by section 2 of the Contracts (Rights of Third Parties) Act 1999 are excluded.
25. This Agreement shall be governed by and shall be interpreted in accordance with the laws of England.
26. The courts of England have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and accordingly that any proceedings, suit or action arising out of or in connection therewith shall be brought in such courts.

This Agreement has been entered into on the date first written above.

SIGNED by the authorised signatory for and on behalf of the Contractor:

SIGNED by the Disclosee:

SCHEDULE 7 - CONTRACTOR AND THIRD PARTY SOFTWARE

CONTRACTOR SOFTWARE

For the purposes of this Schedule 7, "**Contractor Software**" means software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services. The Contractor Software comprises the following items:

Software	Supplier (if Affiliate of the Contractor)	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?

THIRD PARTY SOFTWARE

For the purposes of this Schedule 7, "**Third Party Software**" means software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services including the software specified in this Schedule 7. The Third Party Software shall consist of the following items:

Third Party Software	Supplier	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?

SCHEDULE 8 - SECURITY REQUIREMENTS, POLICY AND PLAN

INTERPRETATION AND DEFINITION

For the purposes of this Schedule 8, unless the context otherwise requires the following provisions shall have the meanings given to them below:

“Breach of Security” means the occurrence of unauthorised access to or use of the Premises, the Premises, the Services, the Contractor System, or any ICT or data (including Authority Data) used by the Authority or the Contractor in connection with the Contract.

“Contractor Equipment” means the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub-Contractor (but not hired, leased or loaned from the Authority) for the provision of the Services;

“Contractor Software” means software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services and which is specified as such in Schedule 7.

“ICT” means Information Communications Technology and includes a diverse set of technological tools and resources used to communicate, and to create, disseminate, store and manage information, including computers, the Internet, broadcasting technologies (radio and television), and telephony.

“Protectively Marked” shall have the meaning as set out in the Security Policy Framework.

“Security Plan” means the Contractor’s security plan prepared pursuant to paragraph 3 an outline of which is set out in an Appendix to this Schedule 8.

“Software” means Specially Written Software, Contractor Software and Third Party Software.

“Specially Written Software” means any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Contract.

“Third Party Software” means software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services including the software and which is specified as such in Schedule 7.

1. INTRODUCTION

This Schedule 8 covers:

- 1.1 principles of security for the Contractor System, derived from the Security Policy Framework, including without limitation principles of physical and information security;
- 1.2 wider aspects of security relating to the Services;
- 1.3 the creation of the Security Plan;

1.4 audit and testing of the Security Plan; and

1.5 breaches of security.

2. PRINCIPLES OF SECURITY

2.1 The Contractor acknowledges that the Authority places great emphasis on confidentiality, integrity and availability of information and consequently on the security of the Premises and the security for the Contractor System. The Contractor also acknowledges the confidentiality of Authority Data.

2.2 The Contractor shall be responsible for the security of the Contractor System and shall at all times provide a level of security which:

2.2.1 is in accordance with Good Industry Practice and Law;

2.2.2 complies with Security Policy Framework; and

2.2.3 meets any specific security threats to the Contractor System.

2.3 Without limiting paragraph 2.2, the Contractor shall at all times ensure that the level of security employed in the provision of the Services is appropriate to maintain the following at acceptable risk levels (to be defined by the Authority):

2.3.1 loss of integrity of Authority Data;

2.3.2 loss of confidentiality of Authority Data;

2.3.3 unauthorised access to, use of, or interference with Authority Data by any person or organisation;

2.3.4 unauthorised access to network elements, buildings, the Premises, and tools used by the Contractor in the provision of the Services;

2.3.5 use of the Contractor System or Services by any third party in order to gain unauthorised access to any computer resource or Authority Data; and

2.3.6 loss of availability of Authority Data due to any failure or compromise of the Services.

2.3.7 processing and storage of authority data within the UK or by exception within the EEA. Any processing outside of the UK must be subject to specific approval by the Authority.

3. SECURITY PLAN

3.1 The Contractor shall develop, implement and maintain a Security Plan to apply during the Contract Period (and after the end of the term as applicable) which will be approved by the Authority, tested, periodically updated and audited in accordance with this Schedule 8.

3.2 A draft Security Plan provided by the Contractor as part of its bid is set out herein.

- 3.3 Prior to the Commencement Date the Contractor will deliver to the Authority for approval the final Security Plan which will be based on the draft Security Plan set out herein.
- 3.4 If the Security Plan is approved by the Authority it will be adopted immediately. If the Security Plan is not approved by the Authority the Contractor shall amend it within 10 Working Days of a notice of non-approval from the Authority and re-submit to the Authority for approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 15 Working Days (or such other period as the Parties may agree in writing) from the date of its first submission to the Authority. If the Authority does not approve the Security Plan following its resubmission, the matter will be resolved in accordance with clause 12 (Dispute Resolution). No approval to be given by the Authority pursuant to this paragraph 3.4 may be unreasonably withheld or delayed. However any failure to approve the Security Plan on the grounds that it does not comply with the requirements set out in paragraphs 3.1 to 3.4 shall be deemed to be reasonable.
- 3.5 The Security Plan will set out the security measures to be implemented and maintained by the Contractor in relation to all aspects of the Services and all processes associated with the delivery of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with:
- 3.5.1 the provisions of this Schedule 8;
 - 3.5.2 the provisions of Schedule 1 relating to security;
 - 3.5.3 the Information Assurance Standards;
 - 3.5.4 the data protection compliance guidance produced by the Authority;
 - 3.5.5 the minimum set of security measures and standards required where the system will be handling Protectively Marked or sensitive information, as determined by the Security Policy Framework;
 - 3.5.6 any other extant national information security requirements and guidance, as provided by the Authority's IT security officers; and
 - 3.5.7 appropriate ICT standards for technical countermeasures which are included in the Contractor System.
- 3.6 The references to Quality Standards, guidance and policies set out in this Schedule shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such Quality Standards, guidance and policies, from time to time.
- 3.7 If there is any inconsistency in the provisions of the above standards, guidance and policies, the Contractor should notify the Authorised Representative of such inconsistency immediately upon becoming aware of the same, and the Authorised Representative shall, as soon as practicable, advise the Contractor which provision the Contractor shall be required to comply with.

3.8 The Security Plan will be structured in accordance with ISO/IEC27002 and ISO/IEC27001 or other equivalent policy or procedure, cross-referencing if necessary to other schedules of the Contract which cover specific areas included within that standard.

3.9 The Security Plan shall not reference any other documents which are not either in the possession of the Authority or otherwise specified in this Schedule 8.

4. AMENDMENT AND REVISION

4.1 The Security Plan will be fully reviewed and updated by the Contractor annually or from time to time to reflect:

4.1.1 emerging changes in Good Industry Practice;

4.1.2 any change or proposed change to the Contractor System, the Services and/or associated processes;

4.1.3 any new perceived or changed threats to the Contractor System;

4.1.4 changes to security policies introduced Government-wide or by the Authority; and/or

4.1.5 a reasonable request by the Authority.

4.2 The Contractor will provide the Authority with the results of such reviews as soon as reasonably practicable after their completion and amend the Security Plan at no additional cost to the Authority.

4.3 Any change or amendment which the Contractor proposes to make to the Security Plan (as a result of an Authority request or change to Schedule 1 or otherwise) shall be subject to a CCN and shall not be implemented until Approved.

5. AUDIT AND TESTING

5.1 The Contractor shall conduct tests of the processes and countermeasures contained in the Security Plan ("Security Tests") on an annual basis or as otherwise agreed by the Parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with the Authority.

5.2 The Authority shall be entitled to send a representative to witness the conduct of the Security Tests. The Contractor shall provide the Authority with the results of such tests (in an Approved form) as soon as practicable after completion of each Security Test.

5.3 Without prejudice to any other right of audit or access granted to the Authority pursuant to the Contract, the Authority shall be entitled at any time and without giving notice to the Contractor to carry out such tests (including penetration tests) as it may deem necessary in relation to the Security Plan and the Contractor's compliance with and implementation of the Security Plan. The Authority may notify the Contractor of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the delivery of the Services.

- 5.4 Where any Security Test carried out pursuant to paragraphs 5.2 or 5.3 reveals any actual or potential security failure or weaknesses, the Contractor shall promptly notify the Authority of any changes to the Security Plan (and the implementation thereof) which the Contractor proposes to make in order to correct such failure or weakness. Subject to Approval in accordance with paragraph 4.3, the Contractor shall implement such changes to the Security Plan in accordance with the timetable agreed with the Authority or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the Security Plan to address a non-compliance with the Security Policy Framework or security requirements, the change to the Security Plan shall be at no additional cost to the Authority. For the purposes of this paragraph, a weakness means a vulnerability in security and a potential security failure means a possible breach of the Security Plan or security requirements.

6. BREACH OF SECURITY

- 6.1 Either Party shall notify the other immediately upon becoming aware of any Breach of Security including, but not limited to an actual, potential or attempted breach, or threat to, the Security Plan.
- 6.2 Upon becoming aware of any of the circumstances referred to in paragraph 6.1, the Contractor shall immediately take all reasonable steps necessary to:
- 6.2.1 remedy such breach or protect the Contractor System against any such potential or attempted breach or threat; and
 - 6.2.2 prevent an equivalent breach in the future;
 - 6.2.3 collect, preserve and protect all available audit data relating to the incident and make it available on request to the Authority;
 - 6.2.4 investigate the incident and produce a detailed report for the Authority within 5 working days of the discovery of the incident.
- 6.3 Such steps shall include any action or changes reasonably required by the Authority. If such action is taken in response to a breach that is determined by the Authority acting reasonably not to be covered by the obligations of the Contractor under the Contract, then the Contractor shall be entitled to refer the matter to the CCN procedure set out in Schedule 4.
- 6.4 The Contractor shall as soon as reasonably practicable provide to the Authority full details (using such reporting mechanism as may be specified by the Authority from time to time) of such actual, potential or attempted breach and of the steps taken in respect thereof.

7. CONTRACT EXIT – SECURITY REQUIREMENTS

- 7.1 In accordance with clause H7 of the Contract, on termination of the Contract, either via early termination or completion of the Contract then the Contractor will either return all data to the Authority or provide a certificate of secure destruction using an industry and Authority approved method. Destruction or return of the data will be specified by the Authority at the time of termination of the Contract.

ANNEX 1 – BASELINE SECURITY REQUIREMENTS

1. HIGHER CLASSIFICATIONS

- 1.1 The Contractor shall not handle Authority Data and information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Contractor shall seek additional specific guidance from the Authority.

2. END USER DEVICES

- 2.1 When Authority Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the UK Government Communications Electronics Security Group ("CESG") to at least Foundation Grade, for example, under the CESG Commercial Product Assurance scheme ("CPA").
- 2.2 Devices used to access or manage Authority Data and services must be under the management authority of the Authority or Contractor and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Authority. Unless otherwise agreed with the Authority in writing, all Contractor devices are expected to meet the set of security requirements set out in the CESG End User Devices Platform Security Guidance (<https://www.gov.uk/government/collections/end-user-devices-security-guidance--2>).

Where the guidance highlights shortcomings in a particular platform the Contractor may wish to use, then these should be discussed with the Authority and a joint decision shall be taken on whether the residual risks are acceptable. Where the Contractor wishes to deviate from the CESG guidance, then this should be agreed in writing on a case by case basis with the Authority.

3. DATA PROCESSING, STORAGE, MANAGEMENT AND DESTRUCTION

- 3.1 The Contractor and Authority recognise the need for the Authority's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Contractor must be able to state to the Authority the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Authority Data will be subject to at all times.
- 3.2 The Contractor shall agree any change in location of data storage, processing and administration with the Authority in advance where the proposed location is outside the UK. Such approval shall not be unreasonably withheld or delayed unless specified otherwise in this Agreement and provided that storage, processing and management of any Authority Data are only carried out offshore within:
- 3.2.1 the European Economic Area (EEA);
 - 3.2.2 in the US if the Contractor and or any relevant Sub-Contractor have signed up to the US-EU Privacy Shield Register;
 - or

3.2.3 in another country or territory outside the EEA if that country or territory ensures an adequate level of protection by reason of its domestic law or of the international commitments it has entered into which have been defined as adequate by the EU Commission.

3.3 The Contractor shall:

3.3.1 provide the Authority with all Authority Data on demand in an agreed open format;

3.3.2 have documented processes to guarantee availability of Authority Data in the event of the Contractor ceasing to trade;

3.3.3 securely destroy all media that has held Authority Data at the end of life of that media in line with Good Industry Practice; and

3.3.4 securely erase any or all Authority Data held by the Contractor when requested to do so by the Authority.

4. NETWORKING

4.1 The Authority requires that any Authority Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by CESG, to at least Foundation Grade, for example, under CPA or through the use of pan-government accredited encrypted networking services via the Public Sector Network ("PSN") framework (which makes use of Foundation Grade certified products).

4.2 The Authority requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5. SECURITY ARCHITECTURES

5.1 The Contractor shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Authority Data.

5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Contractor) the Contractor shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a CESG Certified Professional certification(<http://www.cesg.gov.uk/awarenesstraining/IA-certification/Pages/index.aspx>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Contractor).

6. PERSONNEL SECURITY

6.1 Contractor Personnel shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.

- 6.2 The Contractor shall agree on a case by case basis Contractor Personnel roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Authority Data.
- 6.3 The Contractor shall prevent Contractor Personnel who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Authority Data except where agreed with the Authority in writing.
- 6.4 All Contractor Personnel that have the ability to access Authority Data or systems holding Authority Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Authority in writing, this training must be undertaken annually.
- 6.5 Where the Contractor or Sub-Contractors grants increased ICT privileges or access rights to Contractor Personnel, those Contractor Personnel shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

7. IDENTITY, AUTHENTICATION AND ACCESS CONTROL

- 7.1 The Contractor shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Contractor) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Contractor shall retain an audit record of accesses.

8. AUDIT AND MONITORING

- 8.1 The Contractor shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Contractor audit records should (as a minimum) include:
 - 8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Contractor). To the extent the design of Services allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
 - 8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Contractor) and shall include: privileged account logon and logoff events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
- 8.2 The Contractor and the Authority shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 8.3 The Contractor shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 months.

ANNEX 2 – SECURITY MANAGEMENT PLAN



Ipsos MORI Mixed Methods Co-ordination Centre

Security Plan – Version 2

1 Introduction

This document is designed to set out Ipsos MORI's security plans in their role as the mixed method's co-ordination Centre. This plan focuses on data security, both electronic and physical, and our approach to ensuring patient data confidentiality.

In the appendices we have included relevant policies relating to data security and confidentiality.

2 Data Security

2.1 Compliance with the Data Protection Act (UK DPA) 2018 and General Data Protection Regulation (GDPR).

Ipsos MORI depends on the collection and analysis of information about living individuals in order to carry out the business of market research. As such, the protection of personal data is, and always has been, a key priority. Ipsos MORI complies with the Market Research Society's Code of Conduct, and adheres to the UK Data Protection Act (UK DPA) 2018 and the General Data Protection Regulation (GDPR) Principles. This commitment is supported by an Integrated Business Excellence System, which includes policies, procedures and processes (including for Information Security and Data Protection – please see the appendices). These apply to all employees, casual workers, interviewers and contractors engaged by Ipsos MORI, collectively our "staff", as well as anyone visiting our offices.

Confidentiality clauses are included in all staff contracts, and all staff are made aware of their responsibilities through a series of compulsory induction training and awareness sessions (supported by documentation and testing). Post Induction we have a programme of ongoing training and briefing sessions, covering quality, information security, data protection and compliance, including confidentiality, and each member of the CQC research team will undergo this training annually. This is further supported by a series of monthly spot checks on individual projects, with real time feedback, and both internal and external audits. Any member of staff failing to comply with the requirements of our Business Excellence policies, procedures and processes are subject to appropriate disciplinary action.

Ipsos MORI also complies with the government Security Policy Framework and undertakes annual reviews using the NHS Data Security and Protection Toolkit, to ensure we meet relevant Information security requirements.

2.1.1 GDPR compliance

The eight principles set out in the Data Protection Act 1998 have been superseded by seven principles of the General Data Protection Regulation (GDPR) (article 5). These principles are broadly the same, but there are no longer separate principles for individuals' rights and international transfers of personal data – these are dealt with separately.

In addition, there is a new accountability principle that requires organisations to take responsibility for compliance, including appropriate processes and records in place in order to demonstrate this.

19-017019-01 | Version 1 | Internal Use Only | This work will be carried out in accordance with the requirements of the international quality standard for Market Research, ISO 20252, and with the Ipsos MORI Terms and Conditions which can be found at <http://www.ipsos-mori.com/terms>. © Ipsos MORI 2019

Page | 1



Ipsos MORI Mixed Methods Co-ordination Centre
Security Plan – Version 2

Below we map out these principles, alongside the corresponding element within the GDPR, and demonstrate how we achieve compliance with each.

1. Personal data shall be processed fairly and lawfully and, in particular, shall not be processed unless at least one of the conditions in Schedule 2 is met; and in the case of sensitive personal data, at least one of the conditions in Schedule 3 is also met.

Corresponding GDPR principle: Article 5(1) requires that personal data shall be (a) processed lawfully, fairly and in a transparent manner in relation to individuals ('lawfulness, fairness and transparency').

Participating trusts are the data controllers for the personal data used for the study which means that they are responsible for ensuring that the processing complies with the General Data Protection Regulation (GDPR). The basis for lawful processing for the Adult Inpatient pilot survey is Article 6(1) (e) - *"processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller"*. This means that trusts can use the personal data they hold about individuals for research with appropriate safeguards in place. Ipsos MORI is the data processor acting on instructions of the CQC to deliver the survey.

Participating trusts will have reviewed all arrangements for the survey and sought their own assurances. Trusts have been directly notified of the survey by Ipsos MORI and via a letter sent from the CQC to chief executives and survey leads. Caldicott Guardians will be copied in to the letter sent to trust chief executives, which will outline the requirements for the survey in relation to the CAG support and the GDPR. Caldicott Guardians will be required to sign the sample checklist and declaration.

Trusts will be provided with a poster to display during their sampling month. Trusts are requested to include a telephone number in the posters for patients to call to opt out. Draft versions of these posters are included with the application.

Patients will be notified of the survey by receipt of the survey mailing letter, inviting them to take part online. Those not responding to the original request will also receive SMS reminders and further mailing reminder letters and paper questionnaire. The mailing letter will adhere to principles of fair processing setting out the reason for the research and how the results will be used. It will indicate that taking part is voluntary and include details of how to opt out. Materials will also contain a link to the survey privacy notice. All materials will be written using plain English principles.

Data subjects will consent to their participation in the survey by completing the online survey or returning the paper questionnaire. The survey letter and other materials will indicate to patients that their answers will be anonymised and kept confidential by Ipsos MORI and approved CQC staff.

2. Personal data shall be obtained only for one or more specified and lawful purposes, and shall not be further processed in any manner incompatible with that purpose or those purposes.

Corresponding GDPR principle: Article 5(1) requires that personal data shall be (b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes ('purpose limitation').



Ipsos MORI Mixed Methods Co-ordination Centre
Security Plan – Version 2

Trusts, as data controllers, will have included research as one of the purposes for they may process personal data supplied by the data subjects under their DPA registration. The survey instructions provided to trusts make this requirement explicit.

The data collected as part of the survey will be used by the CQC and trusts to help improve patient experience, and by patients to inform choice. This will be indicated on the survey materials. At an overall level, the findings will also be used to shape the future direction of the NPSP and inform a move towards a mixed methods approach.

3. Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed.

Corresponding GDPR principle: Article 5(1) requires that personal data shall be (c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimisation').

The minimum personal data required to identify and contact patients will be used for the survey; name and address only for postal contact, and name and telephone number for SMS contact.

4. Personal data shall be accurate and, where necessary, kept up-to-date

Corresponding GDPR principle: Article 5(1) requires that personal data shall be (d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('accuracy').

Trusts are required to check all patient information provided for accuracy and completeness, according to the list of checks set out in the sampling instructions provided. This includes a DBS check to remove any patients that have recently died. The initial mail out will take place no later than 2 weeks after the first DBS check, and checks will be run again before reminder mailings.

The sample will be further checked on receipt by Ipsos MORI. Checks will cover name, address and telephone number as well as the other information collected within the sample file.

Note that the contact information will be stored separately to the background and other personal information, linked by a unique reference number to ensure anonymity, as set out in detail under section 2 (m) above.

5. Personal data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

Corresponding GDPR principle: Article 5(1) requires that personal data shall be (e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals ('storage limitation').

19-037618-01 | Internal Use Only | This work will be carried out in accordance with the requirements of the operational quality standard for Market Research, ISO 20252, and with the Ipsos MORI Terms and Conditions which can be found at <http://www.ipsos-mori.com/terms> © Ipsos MORI 2019

Page | 3



The sample contact information (name, address, telephone number) will be destroyed two months after publication of the survey data. This process will be co-ordinated by Ipsos MORI, who will manage it using a retention and destruction log covering all elements of the survey process, setting out which organisations are handling patient identifiable data, specifying destruction dates for each element. Our approach is set out in detail under section 2.6 below.

6. Personal data shall be processed in accordance with the rights of data subjects under this Act.

No corresponding GDPR principle: However, GDPR provides the following rights for individuals. Where relevant these rights are fully respected in conducting this survey. Note that not all of these apply where the legal basis for processing is public task, including the right to erasure and data portability.

- **The right to be informed** – communications with patients will be designed to ensure that they understand why their data is being processed, including setting out the lawful basis for processing, the source and categories of personal data being used, retention periods, the individuals' rights and who to contact for more information (including the relevant Data Protection Officer). This will be provided in a number of forms, including the advance survey materials and privacy notice. Our aim will be to ensure that the information is concise, transparent, clear and accessible, using plain language, and will be based on Ipsos MORI's experience of user testing materials.
- **The right of access** – data subjects' right of access to the personal data held about them can be exercised either by contacting the relevant trust or Ipsos MORI. We understand that individuals may request a copy of their personal data and have processes in place to ensure we respond to a subject access request within one month. The privacy notice will make it clear that patients will be able to request access to any personal data that is held by Ipsos MORI before the relevant deletion date. The project data flow will quickly tell us where a data subject's personal data is held.
- **The right to rectification** – data subjects' rights to have inaccurate personal data rectified, or completed if it is incomplete, can be exercised by contacting the relevant trust (contact information) or Ipsos MORI (sample and collected survey responses). This will be specified in the relevant privacy notice, including indicating that this can be done to the point at which the data is processed for reporting.
- **The right to erasure** – n/a under public task
- **The right to restrict processing** – individuals have the right to restrict the processing of their personal data in certain circumstances. There are links to the right to rectification and we recognise that processing may need to be restricted during any investigation – this will apply until the data is anonymised and published.
- **The right to data portability** – n/a under public task
- **The right to object** – the survey materials will make it clear how patients can object to taking part; they will be removed from the sample and will not receive further contact. The privacy notice will make it clear that subjects may object at any time before the data is processed for reporting (at the point at which it is anonymised) before publication.
- **Rights in relation to automated decision making and profiling** – n/a

7. Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.



Ipsos MORI Mixed Methods Co-ordination Centre
Security Plan – Version 2

Corresponding GDPR principle: Article 5(1) requires that personal data shall be (f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('Integrity and confidentiality')."

Integrity and confidentiality is addressed in the contractual arrangements between the CQC and Ipsos MORI. Ipsos MORI is compliant with the NHS Data Security and Protection Toolkit (reviewed and updated in August 2019¹), and further information on technical and organisational measures is provided in Section 2.6.

8. Personal data shall not be transferred to a country or territory outside the European Economic Area, unless that country or territory ensures an adequate level of protection of the rights and freedoms of data subjects in relation to the processing of personal data.

No corresponding GDPR principle: not applicable for this research

2.2 Data security policies

Reflecting our commitment to data security, the Ipsos MORI Management Board have developed appropriate information security policies, procedures and processes which form a central element of our integrated quality, compliance and information security management system - our "Business Excellence System". This system applies to all employees, casual workers, interviewers and contractors engaged by Ipsos MORI, collectively our "staff", as well as anyone visiting our offices.

Copies of our Information Security and Data Protection policies are included in the Appendices. Operational management of our Business Excellence management system is the responsibility of our Head of Compliance and Data Security, Catherine Bolton, who leads a small team of quality, data protection and information governance specialists within our Compliance department. Catherine is also our registered Data Protection Officer.

However, information governance is further supported and co-ordinated by Business Excellence Representatives in every business unit to ensure that these principles are fully embedded in our working practices. Further, compliance with our Business Excellence system, including information security requirements, is continually measured and assessed via spot checks, comprehensive internal audits and annual external audits.

Where we use third party sub-contractors (e.g. printers and scanners), these are subject to appropriate quality, compliance and information security assessments by our Compliance Department.

Ipsos MORI has met the standard for the NHS Information Security and Protection Toolkit (August 2019) - setting out the National Data Guardian's (NDG) data security standards.

Ipsos MORI is fully compliant with ISO 27001 (International Standard for Information Security). Copies of our Information Security and Data Protection policies are attached, along with our ISO 27001 certificate.

¹ Organisation code 811N127

¹⁹⁻⁰³⁻²⁰¹⁹⁻⁰¹ (Version 1) Internal Use Only | This work will be carried out in accordance with the requirements of the international quality standard for Market Research, ISO 20252, and with the Ipsos MORI Terms and Conditions which can be found at <http://www.ipsos-mori.com/terms> © Ipsos MORI 2019



Ipsos MORI (trading under Market & Opinion Research International) is registered with the ICO. Our registration number is Z5502515. A copy of the certification is provided.

2.3 Security and audit measures to secure and limit the access of patient identifiable information within Ipsos MORI

As an organisation which bases its business upon the goodwill and trust of participants, we understand that the lawful and correct treatment of personal information is vital. Ipsos MORI is compliant with the highest regulatory standards for the legal and safe processing of personal and/or sensitive data, including the Market Research Society Code of Conduct, ISO 27001 and GDPR and the UK Data Protection Act (DPA 2018) as mentioned in previous sections.

In relation to patient identifiable information provided by Trusts in order to complete the survey, in practice this means that we have a number of rigorous controls in place at each stage of the process.

Access to patient identifiable data will be restricted to the minimum number of personnel; all of whom have undergone training in data protection law, their duty of confidentiality under contract and in the care and handling of personal data. A list will be maintained of all staff with access to data in relation to each stage set out below. This will be reviewed at key points in the project lifecycle.

Please note that the CQC and relevant stakeholders do not receive the patient identifiable information (i.e. names and addresses in the mailing file).

Transfer of sample information from Trusts will be completed using a secure FTP, protected by encryption to AES 256. The same standards will apply to transfer of contact information to the printers (limited to names, addresses and respondent ID numbers).

Storage of sample information: on receipt, data files will be transferred onto a dedicated workstation where they will be decrypted and stored on the workstation hard drives (not on a shared network). A number of standard workstation security controls are in place, including configuration to our PC hardening standards, up-to-date operating systems with patches automatically installed via WSUS, McAfee anti-malware and data loss prevention software. In addition to this, all usable storage is protected by whole disk encryption (using PGP Whole Disk Encryption - FIPS 140-2 certified AES 256 encryption). The workstation is also secured to the desk in order to further limit the (unlikely) risk of theft.

Online survey data: the online survey will be implemented using an industry standard online survey management system hosted at Rackspace with appropriate controls, e.g. restricted access and no storage of survey participant personal data other than responses to the survey questions together with the respondent ID number. This system collects the IP address of participants, sometimes used in the data editing process. This is stored securely along with raw data.

Storage of survey data (and any scanned images): this will be stored on a secure server which is isolated from the Ipsos MORI network and has restricted access controls and network protection.



Ipsos MORI Mixed Methods Co-ordination Centre
Security Plan – Version 2

2.4 System level security

The systems being used are: Windows servers, workstations and laptops and Microsoft office products. Market research industry standard interviewing platform.

The computers are part of an internal Ipsos LAN and domain used by Ipsos staff to access servers and process projects. The LAN is segmented into VLANS. Strict IP and port rules are in place. There is a change management policy and process in place, vulnerability management policy and risk assessment policy in place. These policies are shown in the appendices.

We have a layered approach to malware protection. Third party malware filtering at the email and internet gateways being the first layer. McAfee Enterprise anti-malware system is used internally on all servers and desktops, with updates pushed out automatically from the McAfee console daily. Emergency patches pushed out on release as required.

The IT director and the Infrastructure director are responsible for the management of firewall controls.

2.5 Physical security arrangements for patient identifiable data

The data will be processed at Thomas More Square, London E1. Ipsos MORI occupies and controls the 1st, 2nd, 3rd and 4th floor of this multi-occupancy office building, with the office spaces on each floor being self-contained office units.

Controls include staffed reception areas, photo ID electronic access controls, use of physical key and/or pin code locks, on-site security guards for out of hours cover, alarm systems and CCTV.

We have in place a formal access control policy governing access to our IT assets. Access controls are based on user accounts with access rights automatically controlled by "Active Directory" group security policy objects. All users have their own unique accounts and authenticate using their own user ID and password.

Patient identifiable data will be provided by Trusts via secure FTP, protected by encryption to AES 256 and saved to a standalone workstation, which is 'locked down', meaning personal data is held on the workstation and not linked to the main company IT servers.

The workstation is configured to our PC hardening standards, using up-to-date operating systems with patches automatically installed via WSUS, McAfee anti-malware and data loss prevention software. All usable storage is protected by whole disk encryption (using PGP Whole Disk Encryption - FIPS 140-2 certified AES 256 encryption). The workstation is also secured to the desk in order to further limit the (unlikely) risk of theft.

Access is restricted to the minimum number of project team members; fully documented in a regularly updated list.

As noted, name and address information, along with survey ID number, will be shared with the print supplier. This file will be encrypted (using FIPS 140-2 certified AES 256 encryption) and transferred using Ipsos MORI's Secure FTP that is locked down to authorised, authenticated users connecting from a pre-approved IP address only. The file will be decrypted and stored in the printers' secure data processing file server.



2.6 Data destruction

Ipsos MORI will provide a retention and destruction log covering all elements of the survey process (sampling, printing, scanning). This will set out which organisations are handling patient identifiable data, specifying destruction dates for each element (based on the project-specific quality checking requirements) allowing compliance to be closely monitored in line with our corporate retention and destruction policy.

2.6.1 Timings

- Sample/contact details – two months after publication
- Paper questionnaires – one month after fieldwork
- Scanned images – external, 3 months after publication; internal, 12 months after publication (as primary record of completed paper questionnaires for quality-checking purposes in the event that an error is found in the published reports).
- Online survey data (includes IP address) – two months after publication
- Communications (communications log and safeguarding) – 12 months after publication

2.6.2 Method of destruction

Ipsos MORI

- Sample/contact details
- Online survey data (includes IP address)
- Communications (communications log and safeguarding)

In all cases files will be deleted using Blancco file shredding software (which meets HM Government standards) and destruction certificates will be saved to the project folder as evidence.

Printing supplier

- Sample/contact details – data will be securely removed from the printer's systems and destroyed by secure deletion of the files using a secure file deletion utility that meets HMG Government standards (HMG Enhanced). Certificates of destruction will be provided.
- Paper questionnaires/letters – any spoiled hard copies are shredded onsite using either suitable (DIN 3) office shredders or a specialist mobile paper shredding service that meets HM Government standards for paper shredding.

Scanning supplier

- Paper questionnaires
- Scanned images

All deletion is carried out to HM Government standards. All materials destroyed do not contain any identifiable personal information, as surveys only contain an anonymous barcode and password, in accordance with the international standard for market research services.



3 Appendices

The following documents will be added to the appendices once the content of the plan has been agreed.

- Information security
- Data security
- ISO27001 certificate
- ICO certification
- IT change management policy and process in place, vulnerability management policy and risk assessment policy in place

SCHEDULE 9 - GUARANTEE

Guarantee

This Deed is made on 20[]

Between

- (1) [INSERT DETAILS] (Guarantor); and
- (2) Care Quality Commission at [] (CQC).

By an agreement (Contract) dated and made between (1)CQC and (2) [] (Contractor), the Contractor has agreed to provide the Services (as such term is defined under the Contract) in accordance with the terms and conditions of the Contract.

It is agreed

1 Guarantee

1.1 In consideration of CQC entering into the Contract with the Contractor, as the Guarantor hereby acknowledges, the Guarantor hereby unconditionally and irrevocably guarantees to CQC as sole and primary obligor:

(a) the due and punctual payment by the Contractor of all sums and liabilities payable or to be payable under or pursuant to the Contract to CQC as and when the same fall due (with the intention that any amount not recoverable for any reason from the Guarantor under this Deed on the basis of a guarantee shall nevertheless be recoverable on the basis of an indemnity); and

(b) the due and punctual performance and observance by the Contractor of all other acts, covenants, warranties, duties, undertakings and obligations to be performed or observed by the Contractor under or pursuant to the Contract, and hereby undertakes to keep CQC fully and effectually indemnified against all losses, damages, costs, claims and expenses whatsoever and howsoever arising out of or in connection with any failure on the part of the Contractor to effect due and punctual payment of any sum and/or liability as aforesaid and/or to perform or observe all or any of the other acts, covenants, warranties, duties, undertakings and obligations as aforesaid for any reason whatsoever, including the administration, receivership, insolvency, bankruptcy, winding-up, liquidation, dissolution, reconstruction, re-organisation, amalgamation or incapacity of the Contractor or the termination of the Contract or the employment of the Contractor under the Contract and undertakes to pay all sums covered by this indemnity on CQC's first written demand without set-off or counterclaim and free and clear of, and without deduction for or on account of, any present or future taxes, duties, charges, fees, deductions or withholdings of any nature whatsoever provided always that the Guarantor's liability under or pursuant to this Deed shall not exceed the Contractor's liability under or pursuant to the Contract.

1.2 The obligations of the Guarantor under or pursuant to this Deed shall not be discharged except by performance or the procurement of performance by the Guarantor. The guarantee given by the Guarantor under this Deed shall be a primary

obligation of the Guarantor and accordingly CQC shall not be obliged before enforcing their rights under this Deed and the obligations of the Guarantor under or pursuant to this Deed shall not be subject to CQC taking any steps or action against the Contractor, including, without limitation, the granting of any time or indulgence to the Contractor, the taking of any legal proceedings or action or the obtaining of any judgment against the Contractor, the making or filing of any claim in bankruptcy, liquidation, winding-up or dissolution of the Contractor or the pursuance or exhaustion of any other right or remedy against the Contractor.

- 1.3 The rights of CQC and the obligations of the Guarantor under or pursuant to this Deed shall not be prejudiced or affected by any extension of time, indulgence, forbearance or concession given to the Contractor, or any assertion of or failure to assert any right or remedy against the Contractor, or by any modification or variation of the provisions of the Contract, or by the administration, receivership, insolvency, bankruptcy, winding-up, liquidation, dissolution, reconstruction, re-organisation, amalgamation or incapacity of the Contractor or any change in the status, function, control or ownership of the Contractor, or by CQC holding or taking any other or further guarantees or securities or by the invalidity of any such guarantees or securities or by CQC varying, releasing, exchanging, enforcing or omitting or neglecting to enforce any such guarantees or securities, or by any other thing which might otherwise wholly or partially discharge the Guarantor from its obligations under this Deed. Without prejudice to the generality of the foregoing nor shall the Guarantor be discharged or released (in whole or in part) from its obligations under this Deed by any of the following (notwithstanding, where relevant that any of the same may be without the consent of the Guarantor):

- (a) an assignment of the Contract or a novation of the Contract; and
- (b) any incapacity or lack of power, authority or legal personality of the Contractor.

- 1.4 The guarantee and indemnity contained in this Deed shall be a continuing guarantee and indemnity and shall remain in full force and effect until all monies payable to CQC by the Contractor under or pursuant to the Contract shall have been duly paid and all the Contractor's obligations under or pursuant to the Contract shall have been duly performed. If any payment received by CQC pursuant to this Deed or the Contract shall on the subsequent insolvency of the Contractor or of the Guarantor be avoided under any laws relating to insolvency, such payment shall not be considered as having discharged or diminished the liability of the Guarantor hereunder; and the liability of the Guarantor hereunder shall continue to apply as if such payment had at all times remained owing by the Contractor and the Guarantor shall indemnify CQC in respect thereof.

2 General provisions

- 2.1 This Deed is in addition to and not in substitution for any other security which CQC may at any time hold in relation to the Services and may be enforced without first having recourse to any such security.
- 2.2 Subject to the express provisions of this Deed, the rights and remedies of CQC under, or pursuant, to this Deed are cumulative, may be exercised as often as CQC considers appropriate and are in addition to its rights and remedies under general law.

- 2.3 The Guarantor agrees to be bound by decisions made pursuant to the dispute resolution procedure under the Contract.
- 2.4 Subject to clause 2.3, this Deed and any non-contractual obligations arising out of, or in connection with it, are governed by, and shall be construed in accordance with the laws of England and Wales.
- 2.5 The Courts of England and Wales shall have exclusive jurisdiction in respect of all matters relating to or arising out of this Deed and its performance (including in relation to any non-contractual obligations arising out of or in relation to this Deed).
- 2.6 If a provision of this Deed is or becomes illegal, invalid or unenforceable, such provision shall not affect the legality, validity or enforceability of any other provision of this Deed, and the parties shall negotiate in good faith and in a reasonable manner to agree the terms of a mutually acceptable and satisfactory alternative for that provision.
- 2.7 Notices hereunder shall be served on the Guarantor at its registered office.

Executed as a deed by the parties or their duly authorised representatives on the date of this Deed.

Executed as a deed by
[GUARANTOR}
acting by its duly authorised representative(s)

Executed as a deed by
Care Quality Commission
acting by its duly authorised representative(s)

SCHEDULE 10 - EXIT MANAGEMENT STRATEGY

Please note - as per Clause H9.2:

- (a) *Draft Exit Management Strategy to be provided by the Contractor within ninety (90) days of the Contract Commencement Date*
- (b) *Within ten (10) Business Days of provision of such Exit Management Strategy, the Parties shall meet and use all reasonable endeavours to agree the contents of the Exit Management Strategy, which must provide for the orderly transition of the provision of the Services from the Contractor to the Authority and/or any replacement contractor in the event of any termination (in whole or in part) or expiry of this Contract and allow for the Contractor to comply with its obligations under clause H6 and H7.*

SCHEDULE 11 – KEY PERFORMANCE INDICATORS

No	Key Performance Indicator	Threshold
1	Delivery of Survey and Feedback outputs The Contractor is required to deliver good quality survey outputs for each of the defined work packages, in line with CQC's guidance, instructions or commissioning notes for any work package.	100% Critical KPI
2	Resource mobilisation in line with survey programme requirements profile The Contractor is required to ensure that there are sufficient personnel and other resources to deliver the work packages on time and to the quality standards required.	95% Critical KPI
3	Attendance at Meetings The Contractor is required to attend all planned Operational Delivery (as outlined in Contractor Responsibilities), Performance Review and Annual Review meetings, unless otherwise agreed with the Authority.	97% Critical KPI
4	Availability of Contractor The Contractor will be contactable to the Authority between the hours of 9am to 5pm Monday to Friday (excluding Bank Holidays) The Contractor is required to respond to all general queries within 24 hours. Simple queries should be resolved within 48 hours. Complex queries should be resolved within 5 days.	95% Critical KPI 95% Non-critical KPI 95% Non-critical KPI 95% Non-critical KPI

5	Security Requirements Services will be delivered in accordance with information security, data protection, GDPR, any confidentiality requirements including those agreed with the Confidential Advisory Group (CAG). The Co-ordination Centre will advise CQC where any such breach occurs.	100% Critical KPI
6	Delivery Timescales Services will be delivered in accordance with agreed timelines and any change is raised and agreed by a member of CQC's Survey Team.	95% Critical KPI
7	Evaluation and learning Evaluation and learning will be completed at the end of each delivered package, and any identified improvements flagged along with an action plan for development.	95% Non-critical KPI
8	Quality of Expertise The Contractor is to ensure that individuals providing support to the survey programme are those stated in the response or an equivalently qualified individual where the stated personnel have left.	100% Critical KPI
9	<u>Quality Assurance Framework</u> The Contractor is required to deliver survey and feedback outputs in line with the approved quality standards. This must include that all work will be quality assured and suitable assurance provided to CQC identifying what checks are in place and how and when they have been undertaken and by who.	100% Critical KPI

SCHEDULE 12 – BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

[To be provided by the Contractor within thirty (30) days of contract commencement, as per Clause D5]

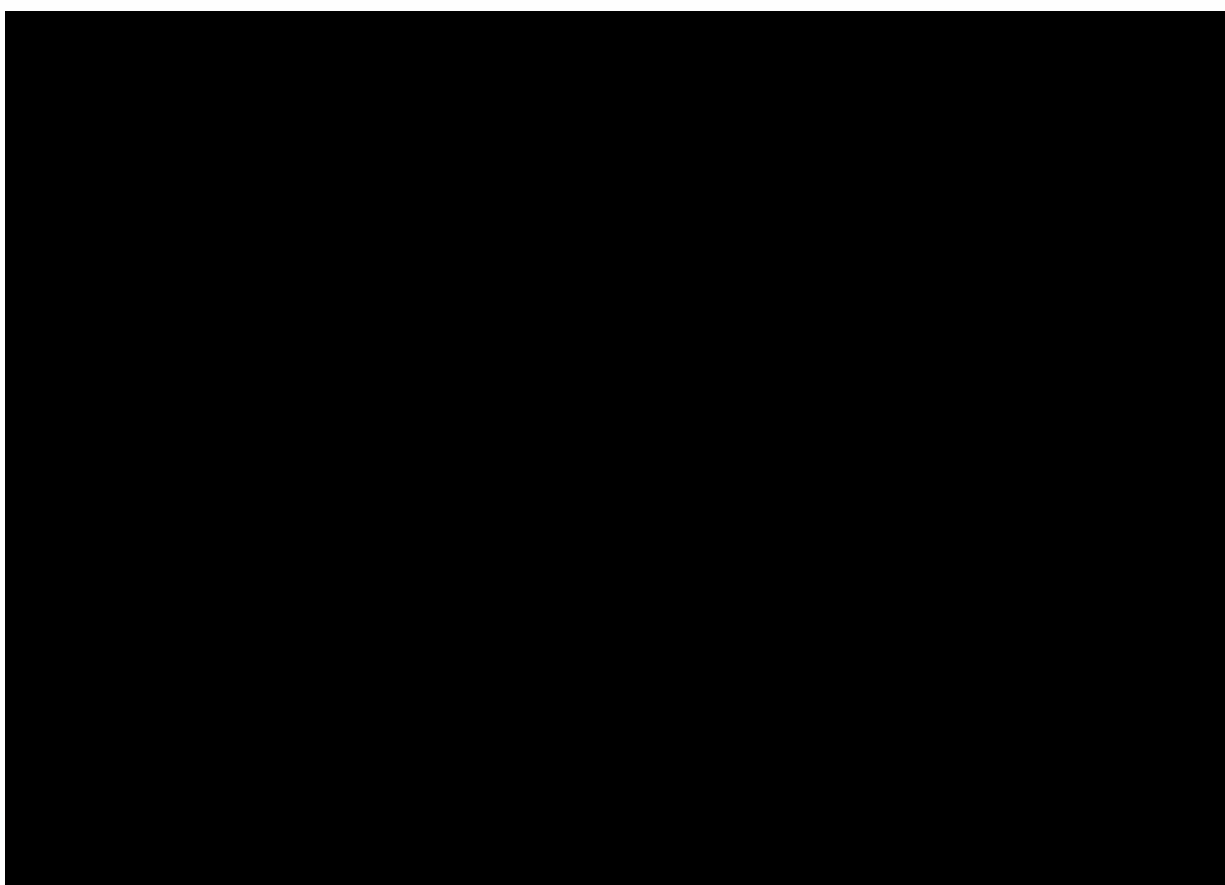
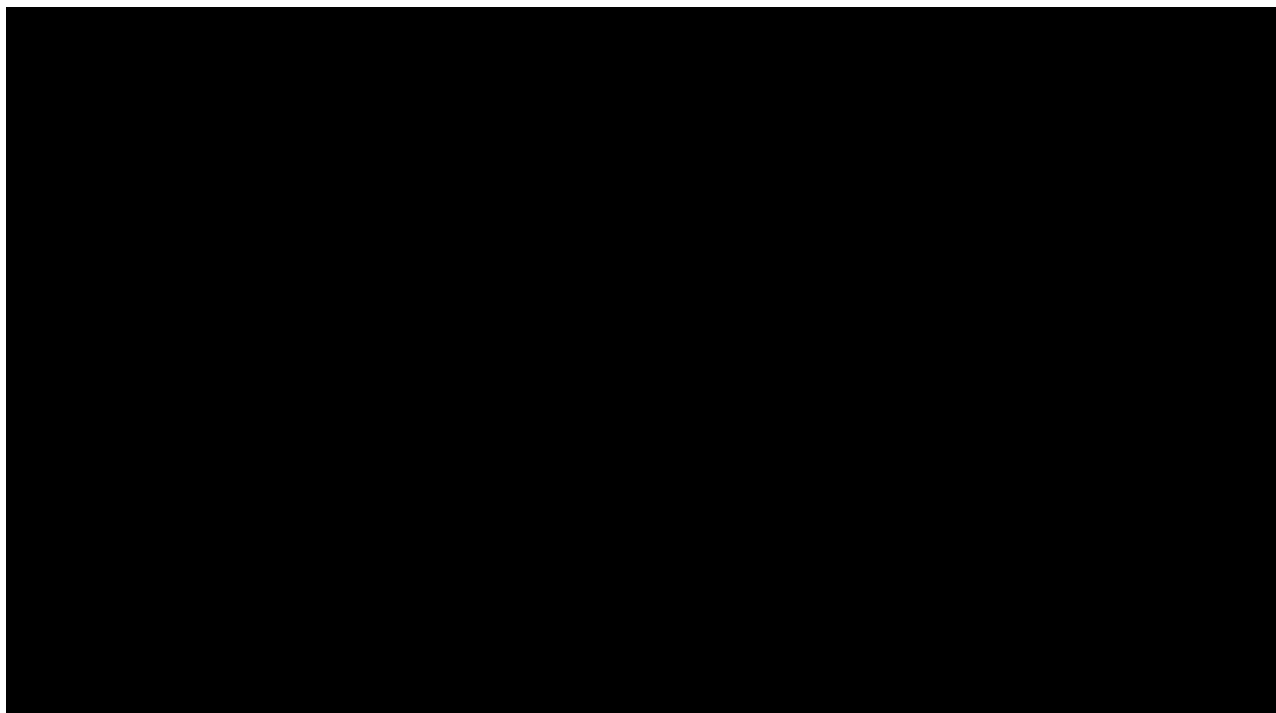
SCHEDULE 13 – MOBILISATION PLAN



NPSF Lot 2: Ipsos Mori

Dated: 22/11/2019

Workstreams	Key milestones	Lead	Status	Jan 19	Feb 19	Mar 19	Apr 19	May 19	Jun 19	Jul 19	Aug 19	Sep 19	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar 20
Project initiation and communications	Start up meeting																	
	Introductions, roles and responsibilities	(SUPPLIER), COC	COMPLETE															
	Scope of the work and strategy for the life of the contract	(SUPPLIER), COC	ONGOING															
	High level detail of each existing survey	(SUPPLIER), COC	COMPLETE															
	High level detail of how surveys are delivered																	
	Agreement of commissioned works and costs that will continue	(SUPPLIER), COC	ONGOING															
	Discussion of likely scope of additional work to be commissioned	(SUPPLIER), COC	COMPLETE															
	Discussion of work to plan schedule of interventions and transfers to MUM	(SUPPLIER), COC	COMPLETE															
	Communications plan																	
	Agreement of the plan (inc. details of contractors and coordination centres, how we work together etc.)	(SUPPLIER), COC	COMPLETE															
	Internal communications (agreed in the plan) developed and delivered	(SUPPLIER), COC																
	External communications (agreed in the plan) developed and delivered	(SUPPLIER), COC																
Enabling and delivering programme	File transfer																	
	Process agreed	(SUPPLIER), COC	ONGOING															
	Process established and tested	(SUPPLIER), COC	ONGOING															
	Detailed discussion of programme																	
	Detail of each existing survey (sampling, weighting etc.)	(SUPPLIER), COC	ONGOING															
	Detail of how surveys are delivered (stages, processes, etc.)	(SUPPLIER), COC	COMPLETE															
	Payment processes	(SUPPLIER), COC	COMPLETE															
	Payment details received and set up on SPS	(SUPPLIER), COC	COMPLETE															
	Purchase order set up and distributed	(SUPPLIER), COC	COMPLETE															
	Finance process established	(SUPPLIER), COC	COMPLETE															
	Finance meetings in place	(SUPPLIER), COC	COMPLETE															
	Website																	
Contracting and TAFE engagements	Letter of intent																	
	Distribution of letters for signature	(SUPPLIER), COC	COMPLETE															
	Final letters agreed	(SUPPLIER), COC	COMPLETE															
	Contracting																	
	Distribution of contracts for signature	(SUPPLIER), COC	ONGOING															
	Final contracts agreed	(SUPPLIER), COC	ONGOING															
Ongoing programme management	Single Contractor, separately																	
	Agreement of operational and contract meeting schedules	(SUPPLIER), COC	COMPLETE															
	Contract evaluation meetings	(SUPPLIER), COC	TBC															
	Quarterly meetings	(SUPPLIER), COC	COMPLETE															



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

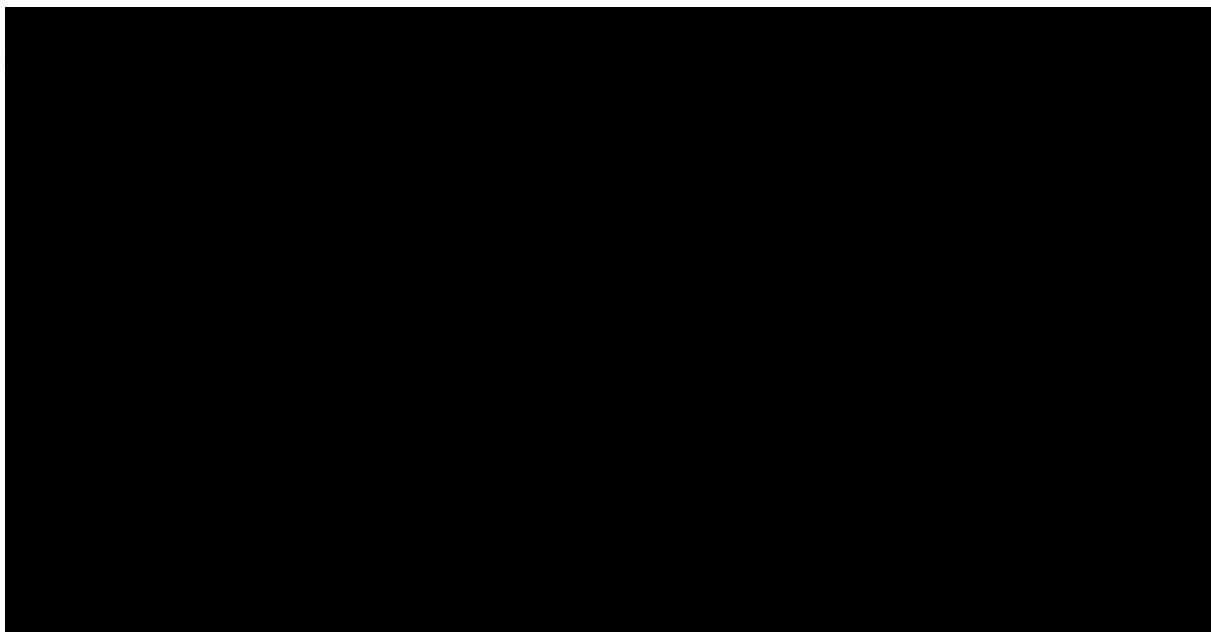
[REDACTED]

[REDACTED]

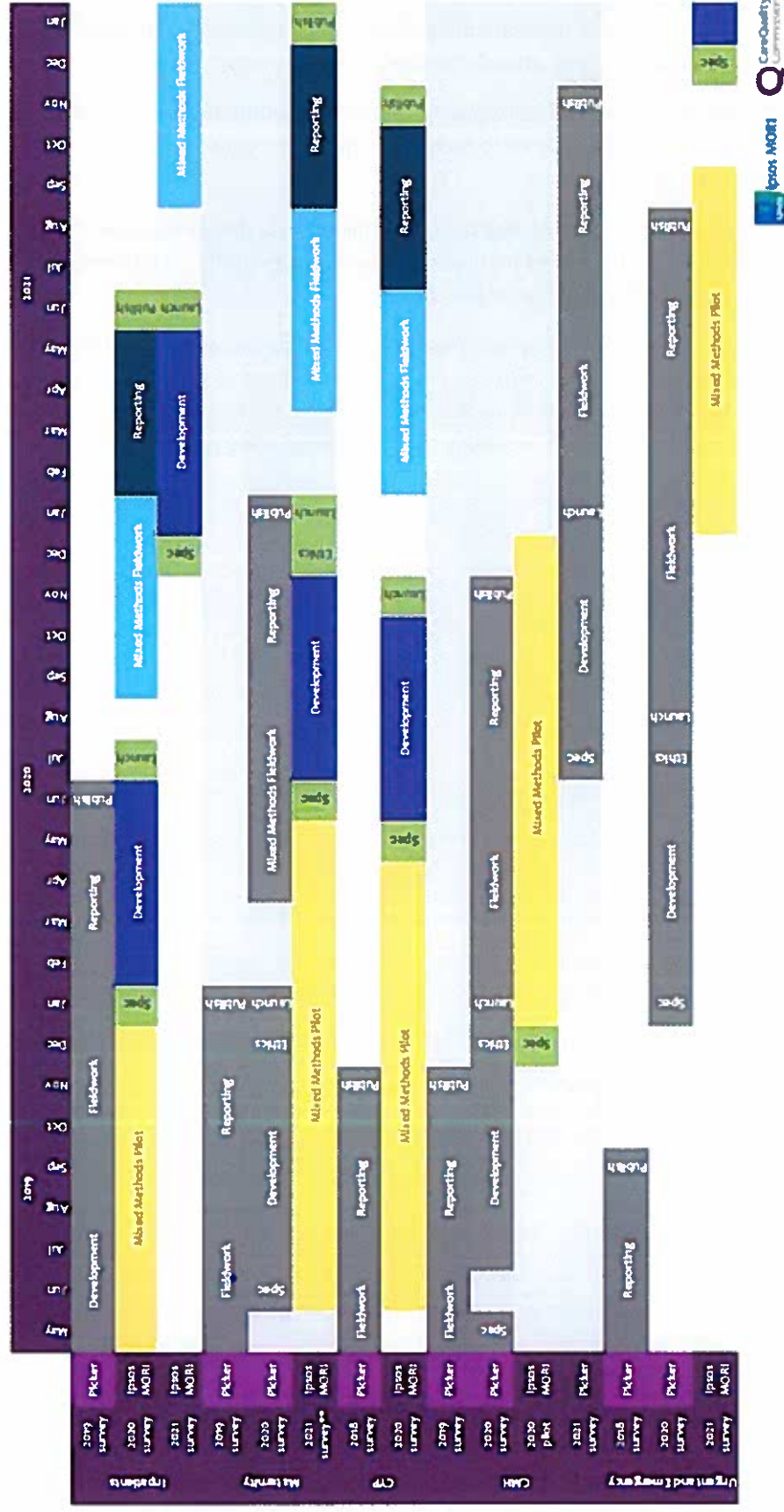
[REDACTED]

[REDACTED]

[REDACTED]



Patient Survey Programme Transition Roadmap



SCHEDULE 14 – PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. The contact details of the Controller's Data Protection Officer are: [REDACTED]
Quality Commission, 3rd Floor, Buckingham Palace Road, London SW1W 9SZ.

2. The contact details of the Processor's UK Data Protection Officer are:

Name:	[REDACTED]
Address:	3 Thomas More Square London E1W 1YW
E-mail:	[REDACTED]

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.

4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor in accordance with Clause E2.1</p> <p>For purposes of sampling and processing of data from NHS Trusts, the NHS Trusts shall be the Controller and the Contractor shall be the Processor. The Contractor shall enter into separate contracts with said NHS Trusts in accordance with the requirements of Data Protection Legislation.</p>
Subject matter of the processing	The National Patient Experience Survey Programme.
Duration of the processing	The period covers the sampling period, fieldwork and analysis stage which varies for each survey. For the existing surveys this is:

	<ol style="list-style-type: none"> 1. Adult Inpatient Survey Main sampling: July Fieldwork: September - January Reporting: June 2. Community Mental Health Survey Main sampling: September - November Fieldwork: February - June Reporting: November 3. Maternity Survey Main sampling: February Fieldwork: April - August Reporting: January 4. Children's Inpatient and day case Survey Main sampling: November - December Fieldwork: February - June Reporting: November 5. Emergency Department Survey Main sampling: September Fieldwork: October - March Reporting: October <p>An Outline Programme is published on our website.</p>
<p>Nature and purposes of the processing</p>	<p>The nature of the processing includes collection, recording, organisation, structuring, storage, 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 of the processing is to assess people's experiences of their care.</p>
Type of personal data	<p>Demographic and care details described as in the sampling instructions. This includes name and address details</p> <p>Such data will also include any survey-specific information, for example date and location of births occurring in the Maternity Survey's Sample.</p>
Categories of Data Subject	<p>Patients</p>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>Respondent level data set is retained indefinitely as part of the data archive and for trend analysis. Name and address details are destroyed by Approved Contractors and Trusts once they are no longer needed for the purposes of completing the survey, this varies by provider but is typically around six months from the end of fieldwork.</p>

SCHEDULE 15 – EMPLOYMENT PROVISIONS

Staff Transfer

DEFINITIONS

In this Schedule, the following definitions shall apply:

“Contractor's Final Contractor Personnel List”	a list provided by the Contractor of all Contractor Personnel who will transfer under the Employment Regulations on the Service Transfer Date;
“Contractor's Provisional Contractor Personnel List”	a list prepared and updated by the Contractor of all Contractor Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Contractor;
“Employee Liabilities”	<p>means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <ul style="list-style-type: none">a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;b) unfair, wrongful or constructive dismissal compensation;c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;d) compensation for less favourable treatment of part-time workers or fixed term employees;e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the <i>Employer</i> or the Replacement Contractor to a Transferring Contractor Employee which would have

	<p>been payable by the <i>Contractor</i> or the Sub-Contractor if such payment should have been made prior to the Service Transfer Date;</p> <p>f) claims whether in tort, contract or statute or otherwise;</p> <p>g) any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;</p>
"Former Contractor"	a Contractor supplying services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such Contractor (or any sub-contractor of any such sub-contractor);
"Notified Sub-contractor"	a Sub-contractor identified in the Annex to this Schedule to whom Transferring Authority Employees and/or Transferring Former Contractor Employees will transfer on a Relevant Transfer Date;
"Replacement Sub-contractor"	a sub-contractor of the Replacement Contractor to whom Transferring Contractor Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
"Service Transfer"	any transfer of the Services (or any part of the Services), for whatever reason, from the Contractor or any Sub-contractor to a Replacement Contractor or a Replacement Sub-contractor;
"Service Transfer Date"	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
"Staffing Information"	in relation to all persons identified on the Contractor's Provisional Contractor Personnel List or Contractor's Final Contractor Personnel List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Contractor's Final Contractor Personnel List"

a list provided by the Contractor of all Contractor Personnel who will transfer under the Employment Regulations on the Service Transfer Date;

"Contractor's Provisional Contractor Personnel List"

a list prepared and updated by the Contractor of all Contractor Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Contractor;

"Transferring Authority Employees"	those employees of the Authority to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Contractor Employees"	in relation to a Former Contractor, those employees of the Former Contractor to whom the Employment Regulations will apply on the Relevant Transfer Date; and
"Transferring Contractor Employees"	those employees of the Contractor and/or the Contractor's Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date.

INTERPRETATION

Where a provision in this Schedule imposes an obligation on the Contractor to provide an indemnity, undertaking or warranty, the Contractor shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, Former Contractor, Replacement Contractor or Replacement Sub-contractor, as the case may be.

**PART A: TRANSFERRING AUTHORITY EMPLOYEES AT COMMENCEMENT OF
SERVICES- NOT USED**

ANNEX TO PART A: PENSIONS- NOT USED

**PART B: TRANSFERRING FORMER CONTRACTOR EMPLOYEES AT
COMMENCEMENT OF SERVICES – NOT USED**

ANNEX TO PART B – NOT USED

PART C: NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES

1 PROCEDURE IN THE EVENT OF TRANSFER

- 1.1 The Authority and the Contractor agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Authority and/or any Former Contractor.
- 1.2 If any employee of the Authority and/or a Former Contractor claims, or it is determined in relation to any employee of the Authority and/or a Former Contractor, that his/her contract of employment has been transferred from the Authority and/or the Former Contractor to the Contractor and/or any Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- (a) the Contractor shall, and shall procure that the relevant Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, give notice to the Former Contractor; and
 - (b) the Authority and/or the Former Contractor may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Contractor or the Sub-contractor (as appropriate) or take such other reasonable steps as the Authority or Former Contractor (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2(b) is accepted (or if the situation has otherwise been resolved by the Authority and/or the Former Contractor), the Contractor shall, or shall procure that the Sub-contractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period specified in Paragraph 1.2(b):
- (a) no such offer of employment has been made;
 - (b) such offer has been made but not accepted; or
 - (c) the situation has not otherwise been resolved,

the Contractor and/or the Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2 INDEMNITIES

- 2.1 Subject to the Contractor and/or the relevant Sub-contractor acting in accordance with the provisions of Paragraphs 0 to 0 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 0, the Authority shall:
- (a) indemnify the Contractor and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Authority referred to in Paragraph 0 made pursuant to the provisions of Paragraph 1.4 provided that the Contractor takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities; and

- (b) procure that the Former Contractor indemnifies the Contractor and/or any Notified Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Contractor referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Contractor takes, or shall procure that the relevant Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.2 If any such person as is described in Paragraph 1.2 is neither re-employed by the Authority and/or the Former Contractor as appropriate nor dismissed by the Contractor and/or any Sub-contractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Contractor and/or the Sub-contractor (as appropriate) and the Contractor shall, or shall procure that the Sub-contractor shall, comply with such obligations as may be imposed upon it under Law.
- 2.3 Where any person remains employed by the Contractor and/or any Sub-contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Contractor and/or the Sub-contractor and the Contractor shall indemnify the Authority and any Former Contractor, and shall procure that the Sub-contractor shall indemnify the Authority and any Former Contractor, against any Employee Liabilities that either of them may incur in respect of any such employees of the Contractor and/or employees of the Sub-contractor.
- 2.4 The indemnities in Paragraph 2.1:
 - (a) shall not apply to:
 - (i) any claim for:
 - (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
 in any case in relation to any alleged act or omission of the Contractor and/or any Sub-contractor; or
 - (ii) any claim that the termination of employment was unfair because the Contractor and/or any Sub-contractor neglected to follow a fair dismissal procedure; and
 - (b) shall apply only where the notification referred to in Paragraph 1.2(a) is made by the Contractor and/or any Sub-contractor to the Authority and, if applicable, Former Contractor within 6 months of the Effective Date.

3 PROCUREMENT OBLIGATIONS

Where in this Part C the Authority accepts an obligation to procure that a Former Contractor does or does not do something, such obligation shall be limited so that it extends only to the extent that the Authority's contract with the Former Contractor contains a contractual right in that regard which the Authority may enforce, or otherwise so that it requires only that the Authority must use reasonable endeavours to procure that the Former Contractor does or does not act accordingly.

PART D: EMPLOYMENT EXIT PROVISIONS

1 PRE-SERVICE TRANSFER OBLIGATIONS

1.1 The Contractor agrees that within 20 Working Days of the earliest of:

- (a) receipt of a notification from the Authority of a Service Transfer or intended Service Transfer;
- (b) receipt of the giving of notice of early termination or any Partial Termination of this Agreement;
- (c) the date which is 12 months before the end of the Term; and
- (d) receipt of a written request of the Authority at any time (provided that the Authority shall only be entitled to make one such request in any 6 month period),

it shall provide in a suitably anonymised format so as to comply with the DPA, the Contractor's Provisional Contractor Personnel List, together with the Staffing Information in relation to the Contractor's Provisional Contractor Personnel List and it shall provide an updated Contractor's Provisional Contractor Personnel List at such intervals as are reasonably requested by the Authority.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Contractor shall provide to the Authority or at the direction of the Authority to any Replacement Contractor and/or any Replacement Sub-contractor:

- (a) the Contractor's Final Contractor Personnel List, which shall identify which of the Contractor Personnel are Transferring Contractor Employees; and
- (b) the Staffing Information in relation to the Contractor's Final Contractor Personnel List (insofar as such information has not previously been provided).

1.3 The Authority shall be permitted to use and disclose information provided by the Contractor under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Contractor and/or Replacement Sub-contractor.

1.4 The Contractor warrants, for the benefit of the Authority, any Replacement Contractor, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1(a), 1.1(b) and 1.1(c), the Contractor agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Contractor's Provisional Contractor Personnel List and shall not without the approval of the Authority (not to be unreasonably withheld or delayed):

- (a) replace or re-deploy any Contractor Personnel listed on the Contractor Provisional Contractor Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;

- (b) make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Contractor Personnel (including any payments connected with the termination of employment);
- (c) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Contractor Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- (d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Contractor's Provisional Contractor Personnel List;
- (e) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
- (f) terminate or give notice to terminate the employment or contracts of any persons on the Contractor's Provisional Contractor Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Sub-contractor shall promptly notify, the Authority or, at the direction of the Authority, any Replacement Contractor and any Replacement Sub-contractor of any notice to terminate employment given by the Contractor or relevant Sub-contractor or received from any persons listed on the Contractor's Provisional Contractor Personnel List regardless of when such notice takes effect.

- 1.6 During the Term, the Contractor shall provide, and shall procure that each Sub-contractor shall provide, to the Authority any information the Authority may reasonably require relating to the manner in which the Services are organised, which shall include:

- (a) the numbers of employees engaged in providing the Services;
- (b) the percentage of time spent by each employee engaged in providing the Services;
- (c) a description of the nature of the work undertaken by each employee by location.

- 1.7 The Contractor shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Authority, any Replacement Contractor and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Contractor Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Contractor Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Contractor shall provide, and shall procure that each Sub-contractor shall provide, to the Authority or, at the direction of the Authority, to any Replacement Contractor and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Contractor's Final Contractor Personnel List who is a Transferring Contractor Employee:

- (a) the most recent month's copy pay slip data;
- (b) details of cumulative pay for tax and pension purposes;
- (c) details of cumulative tax paid;

- (d) tax code;
- (e) details of any voluntary deductions from pay; and
- (f) bank/building society account details for payroll purposes.

2 EMPLOYMENT REGULATIONS EXIT PROVISIONS

- 2.1 The Authority and the Contractor acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Agreement or otherwise) resulting in the Services being undertaken by a Replacement Contractor and/or a Replacement Sub-contractor. Such change in the identity of the Contractor of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Authority and the Contractor further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Contractor and the Transferring Contractor Employees (except in relation to any contract terms disappplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Contractor and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Contractor Employee.
- 2.2 The Contractor shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Contractor Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Contractor Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE and national insurance contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Contractor and/or the Sub-contractor (as appropriate); and (ii) the Replacement Contractor and/or Replacement Sub-contractor.
- 2.3 Subject to Paragraph 2.4, the Contractor shall indemnify the Authority and/or the Replacement Contractor and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of:
- (a) any act or omission of the Contractor or any Sub-contractor in respect of any Transferring Contractor Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Contractor Employee whether occurring before, on or after the Service Transfer Date;
 - (b) the breach or non-observance by the Contractor or any Sub-contractor occurring on or before the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Contractor Employees; and/or

- (ii) any other custom or practice with a trade union or staff association in respect of any Transferring Contractor Employees which the Contractor or any Sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Contractor Employees arising from or connected with any failure by the Contractor or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- (d) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Contractor Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
 - (ii) in relation to any employee who is not identified in the Contractor's Final Contractor Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Contractor to the Authority and/or Replacement Contractor and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- (e) a failure of the Contractor or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Contractor Employees in respect of the period up to (and including) the Service Transfer Date);
- (f) any claim made by or in respect of any person employed or formerly employed by the Contractor or any Sub-contractor other than a Transferring Contractor Employee identified in the Contractor's Final Contractor Personnel List for whom it is alleged the Authority and/or the Replacement Contractor and/or any Replacement Sub-contractor may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and
- (g) any claim made by or in respect of a Transferring Contractor Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Contractor Employee relating to any act or omission of the Contractor or any Sub-contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Authority and/or Replacement Contractor to comply with regulation 13(4) of the Employment Regulations.

2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Contractor and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

- (a) arising out of the resignation of any Transferring Contractor Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Contractor and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date); or
 - (b) arising from the Replacement Contractor's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not identified in the Contractor's Final Contractor Personnel List claims, or it is determined in relation to any person who is not identified in the Contractor's Final Contractor Personnel List that his/her contract of employment has been transferred from the Contractor or any Sub-contractor to the Replacement Contractor and/or Replacement Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- (a) the Authority shall procure that the Replacement Contractor shall, or any Replacement Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Contractor; and
 - (b) the Contractor may offer (or may procure that a Sub-contractor may offer) employment to such person within 15 Working Days of the notification by the Replacement Contractor and/or any and/or Replacement Sub-contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
- 2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Contractor or a Sub-contractor, the Authority shall procure that the Replacement Contractor shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.
- 2.7 If after the 15 Working Day period specified in Paragraph 2.5(b) has elapsed:
- (a) no such offer of employment has been made;
 - (b) such offer has been made but not accepted; or
 - (c) the situation has not otherwise been resolved
- the Replacement Contractor and/or Replacement Sub-contractor, as appropriate may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 2.8 Subject to the Replacement Contractor and/or Replacement Sub-contractor acting in accordance with the provisions of Paragraphs 0 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Contractor shall indemnify the Replacement Contractor and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 provided that the Replacement Contractor takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.9 The indemnity in Paragraph 2.8:
- (a) shall not apply to:

- (i) any claim for:
 - (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Replacement Contractor and/or Replacement Sub-contractor; or
 - (ii) any claim that the termination of employment was unfair because the Replacement Contractor and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure; and
 - (b) shall apply only where the notification referred to in Paragraph 2.5(a) is made by the Replacement Contractor and/or Replacement Sub-contractor to the Contractor within 6 months of the Service Transfer Date .
- 2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Contractor or any Sub-contractor nor dismissed by the Replacement Contractor and/or Replacement Sub-contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Contractor Employee.
- 2.11 The Contractor shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of any person identified in the Contractor's Final Contractor Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE and national insurance contributions
- 2.12 The Contractor shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and any Replacement Contractor and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Authority, the Replacement Contractor and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Replacement Contractor and/or Replacement Sub-contractor, shall promptly provide to the Contractor and each Sub-contractor in writing such information as is necessary to enable the Contractor and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.13 Subject to Paragraph 2.14, the Authority shall procure that the Replacement Contractor indemnifies the Contractor on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:
- (a) any act or omission of the Replacement Contractor and/or Replacement Sub-contractor in respect of any Transferring Contractor Employee identified in the Contractor's Final Contractor Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Contractor Employee;

- (b) the breach or non-observance by the Replacement Contractor and/or Replacement Sub-contractor on or after the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Contractor Employees identified in the Contractor's Final Contractor Personnel List ; and/or
 - (ii) any custom or practice in respect of any Transferring Contractor Employees identified in the Contractor's Final Contractor Personnel List which the Replacement Contractor and/or Replacement Sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Contractor Employees identified in the Contractor's Final Contractor Personnel List arising from or connected with any failure by the Replacement Contractor and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- (d) any proposal by the Replacement Contractor and/or Replacement Sub-contractor to change the terms and conditions of employment or working conditions of any Transferring Contractor Employees identified in the Contractor's Final Contractor Personnel List on or after their transfer to the Replacement Contractor or Replacement Sub-contractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Contractor's Final Contractor Personnel List who would have been a Transferring Contractor Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- (e) any statement communicated to or action undertaken by the Replacement Contractor or Replacement Sub-contractor to, or in respect of, any Transferring Contractor Employee identified in the Contractor's Final Contractor Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Contractor in writing;
- (f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Contractor Employee identified in the Contractor's Final Contractor Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Contractor Employee identified in the Contractor's Final Contractor Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Contractor or Sub-contractor, to the Replacement Contractor or Replacement Sub-contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;

- (g) a failure of the Replacement Contractor or Replacement Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Contractor Employees identified in the Contractor's Final Contractor Personnel List in respect of the period from (and including) the Service Transfer Date; and
 - (h) any claim made by or in respect of a Transferring Contractor Employee identified in the Contractor's Final Contractor Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Contractor Employee relating to any act or omission of the Replacement Contractor or Replacement Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Contractor and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Contractor and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations.

ANNEX: LIST OF NOTIFIED SUB-CONTRACTORS

