Award Form

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

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

1.	**Buyer**	**CARE QUALITY COMMISSION (CQC)** of City Gate, Gallowgate, Newcastle upon Tyne NE1 4PA (**the Buyer).**
2.	**Supplier**	Name: Ipsos (Market Research) Limited Address: 3 Thomas More Square, London, United Kingdom, E1W 1YW Registration number: **948470**
3.	**Contract**	This Contract between the Buyer and the Supplier is for the supply of Deliverables, being Research into Mental Health Community Medicine to improve our understanding of what good mental health care looks like with respect to people's medicines. See Annex 1 (Specification) to this Award Form for full details. This Award Form is issued pursuant to the CQC Research and Evaluation Multi-Lot Framework Agreement, EP&S 052
4.	**Contract reference**	**CQC EP&S 100 – Mental Health Community Medicine**
5.	**Buyer Cause**	Additional costs or adverse effect on performance have been caused by the Supplier as a result of being provided with fundamentally misleading information by or on behalf of the Buyer and the Supplier could not reasonably have known that the information was incorrect or misleading at the time such information was provided.

6.	**Collaborative working principles**	The Collaborative Working Principles do not apply to this Contract. (See Clause 3.1.3 for further details.)
7.	**Financial Transparency Objectives**	The Financial Transparency Objectives do not apply to this Contract. (See Clause 6.3 for further details.)
8.	**Start Date**	06th January 2025
9.	**Expiry Date/** **Initial Term**	31st March 2025 Initial Term means a period starting on the Start Date and ending on the Expiry Date.
10.	**Extension Period**	None
11.	**Ending this Contract without a reason**	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3 provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 1 Month.
12.	**Incorporated Terms** (together these documents form the **"this Contract"**)	The following documents are incorporated into this Contract. (a) This Award Form including the Annexes. (b) the Call-Off Terms and Conditions including the Schedules. (c) the Framework Agreement including the Schedules. If there is any conflict, the following order of precedence applies: 1) the Call-Off Terms and Conditions including the Schedules. 2) This Award Form and Annexes except Annex 2. 3) the terms of the Framework Agreement, the Schedules to the Framework Agreement except Schedule 4 (the Service Provider's Tender). 4) any other document referred to in the clauses of the Contract.

		5) Annex 2 (Supplemental Direct Award response) to the Award Form, unless any part of the Supplemental Direct Award response offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Supplemental Tender will take precedence over the documents above. 6) Schedule 4 to the Framework Agreement (the Service Provider's Direct Award response) unless any part of the Service Provider's Direct Award response offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Service Provider's Direct Award response will take precedence over the documents above.
13.	**Special Terms**	1) **Special Term 1 – Data Processing** – Clause 18.1 of the Call Off Terms and Conditions shall be varied as follows: *The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Annex 3 to this Award Form.*
14.	**Buyer's Environmental Policy**	NOT APPLICABLE
15.	**Social Value Commitment**	The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in the Framework Agreement and provide the Social Value Reports as set out in Schedule 26 (Sustainability)
16.	**Buyer's Security Requirements and Security and ICT Policy**	https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.cqc.org.uk%2Fsites%2Fdefault%2Ffiles%2F2024-02%2F20240220_CQC_Information_Governance_Policies.odt&wdOrigin=BROWSELINK
17.	**Charges**	£67,650 to £90,000 (Including VAT) fixed + variable costs. Details in Annex 2 to this Award Form and Schedule 3 of Call-Off Terms and Conditions (Charges)
18.	**Estimated Year 1 Charges**	£67,650 to £90,000 (Including VAT)

19.	**Reimbursable expenses**	**None.** Any expense that the Buyer may in its absolute discretion allow must be approved by the Buyer prior to being incurred and must be in accordance with the Buyer's relevant policy.
20.	**Payment method**	NOT APPLICABLE
21.	**Service Levels**	NOT APPLICABLE
22.	**Liability**	In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £**5 million** or **150**% of the Estimated Yearly Charges. In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being **£20 million.**
23.	**Cyber Essentials Certification**	Not required
24.	**Progress Meetings and Progress Reports**	Weekly updates and Team meetings as and when required.
25.	**Guarantor**	NOT APPLICABLE
26.	**Virtual Library**	NOT APPLICABLE
27.	**Supplier's Contract Manager**	Name: [redacted] Job Title: [redacted] Email Address: [redacted]
28.	**Supplier Authorised Representative**	Name: [redacted] Job Title: [redacted] Email Address: [redacted]

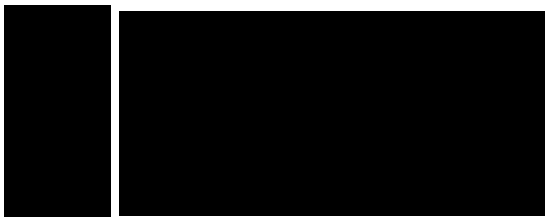
29.	**Supplier Compliance Officer**	NOT APPLICABLE
30.	**Supplier Data Protection Officer**	Name: [redacted] Job Title: [redacted] Email Address: [redacted]
31.	**Supplier Marketing Contact**	NOT APPLICABLE
32.	**Key Subcontractors**	NOT APPLICABLE
33.	**Buyer Authorised Representative**	Name: [redacted] Job Title: [redacted] Email Address: [redacted]

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

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

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

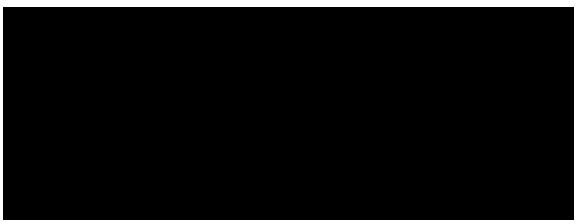
Authorised Signatory:



SIGNED for and on behalf of **Ipsos (Market Research) Limited**

Authorised Signatory 1:

Authorised Signatory 2:



Annexes

Annex 1: Specification

Annex 2: Supplier's Direct Award Response

Annex 3: Data Processing Schedule

Annex 1 – Specification

The purpose of this research is:

To improve our understanding of what good care looks like with respect to people who are taking medicines for their mental health (psychotropic medicines). We also want to understand how CQC can regulate more effectively in this space, to help drive improvements in the sector, and ultimately, people's outcomes. The focus of this research is in community settings, as opposed to inpatient services – this is where the majority of people receive their care, for a sustained period of time.

The context for this research is:

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

Medicines are used in most of the services CQC regulates. This includes mental health services. We know that people living in the community who are receiving care forand taking medicines for their mental health do not always receive good care. Our 2024 State of Care Report highlighted some of the challenges experiences by people requiring support from the mental health sector more generally. Following our special review of the care provided by Nottinghamshire Healthcare NHS Foundation Trust, CQC has also publicly committed to reviewing Mental Health community service provision.

This research will help to expand the evidence base on what good care looks like with respect to medicines and mental health, what current challenges exist, specifically in relation to medicines, and how we can best regulate this complex space in the future to encourage improvement. In addition, the outputs will dovetail with CQC's pilot work on reviewing community mental health services; together they will be used to inform the substantive thematic methodology for the assessment of community mental health services.

We would like to commission the design, delivery, analysis and reporting of a digital survey to help us develop a better understanding of:

- What does good care look like for people who are receiving medicines for mental health conditions? Including:
    - *How services in a locality support people taking psychotropic medicines in the community, including those who are experiencing*

health inequalities.
- *Challenges and risks associated with caring for people taking psychotropic medicines, including in areas such as therapeutic monitoring, medication reviews, communication, alignment of care between services and the practical implications of shared care.*
- *Professional support and training available for healthcare professionals caring for people.*
- *Examples of best practice, innovative or improvement projects in this area.*
- *Skill mix of staff supporting people with their medicines in community settings?*

- How can CQC regulate more effectively in the space of medicines and mental health in order to influence improvement? Including:

  - *CQC's role in supporting good care for people taking medicines in the community for their mental health*
  - *How CQC can utilise its regulatory levers in the most effective way to optimise our impact on improvement in this area of care.*

CQC's medicines optimisation team (MOT) will provide an initial draft of the survey questions, we require the successful provider to; review the draft questions to help ensure they will achieve the aims of the research, to design, test and deliver the survey, and analyse and report on the findings.

The survey questions will be informed by findings from a recent rapid literature review into Adult Community Mental Health and the Community Mental Health Survey 2023 e.g exploring good practice in; monitoring adherence to taking medication as prescribed, considering poly pharmacy issues. We will also utilise CQC's regulatory experience in this area to help inform survey questions.

Approach:

We are seeking a research partner with expertise in regulation, and health and social care systems. We would like to draw on the expertise of the supplier to develop and determine the appropriate design and method for this research, however, we would expect it to include:

- The delivery of an online survey, using no more than 20 questions in total (excluding demographic type questions), with mix of qualitative and quantitative response options. No more than 10 questions are to have qualitative response options.

- Purposive sampling, to include: All Mental health trust providers (52), GP services (approximately 10,000), Integrated Care Boards (42), Local Health Watch groups (42), Patient voice organisations and charities (up to 100 – responses to come from the organisation, and not individual patients). We would like to be able to promote the survey via our social media channels in order to pick up any additional participants who we may not reach on the invitation lists, such as pharmacy professionals. CQC will provide potential participant contact details.

The outcomes required from this research are:

- Enable us to have a better understanding of: what good care looks like for people who are receiving medicines for mental health conditions in the community, what support there is in the system for people and services, and the challenges and risks to good care.
- Help inform our regulatory approach to the thematic assessment of community mental health services.
- To help inform our future regulatory approach by considering how we can use CQC's regulatory impact mechanisms to influence improvement in medicines in community mental health.

The outputs required from this research are:

- An accessible executive summary, for publication on CQC's website and a full report, for internal CQC purposes only to help achieve the outcomes above.

- A presentation, designed to last no longer than one hour, for delivery by the research team, to internal CQC teams, by the end of March 2025.

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

- Digital survey design is completed and fully tested by end of January 2025

- Digital survey is delivered, with reminder emails by 28 February 2025

- Analysis and full reporting are completed by 31 March 2025.

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

Equality, diversity and human rights

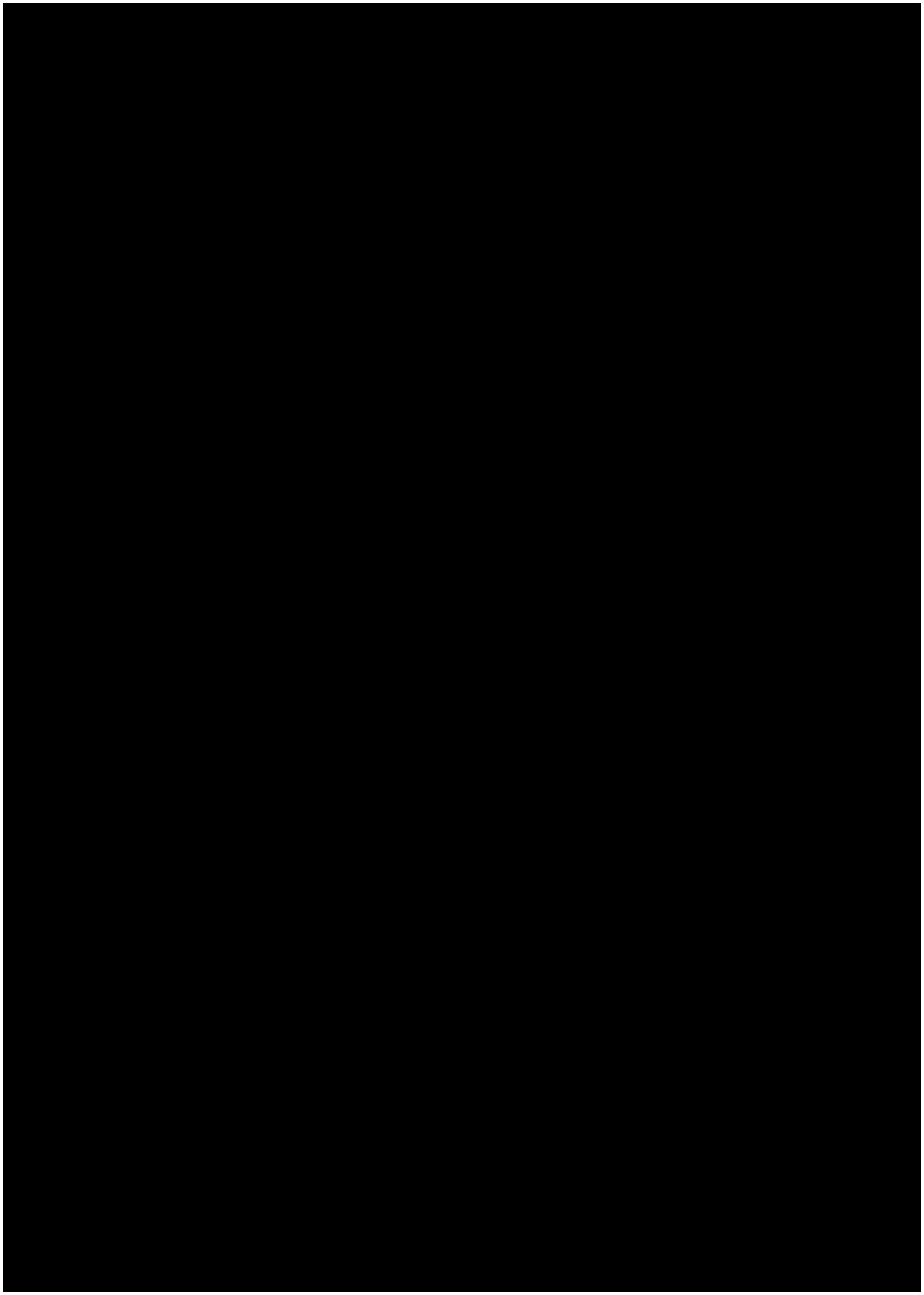
We are committed to equality and human rights throughout our work. We ask that the supplier demonstrate how equality, diversity and human rights will be considered to ensure the digital survey and outputs are accessible.

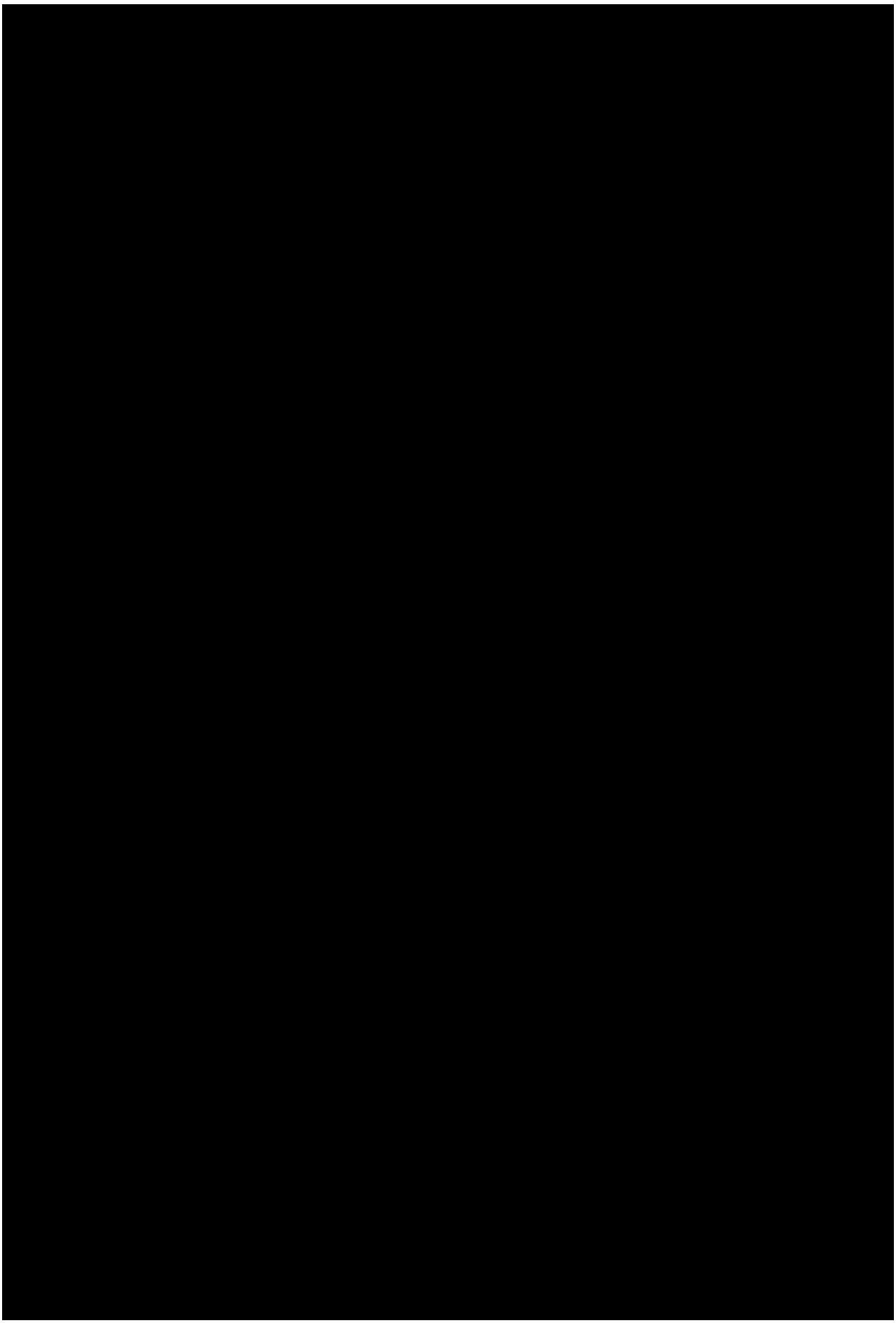
Key Performance Indicators (KPIs)

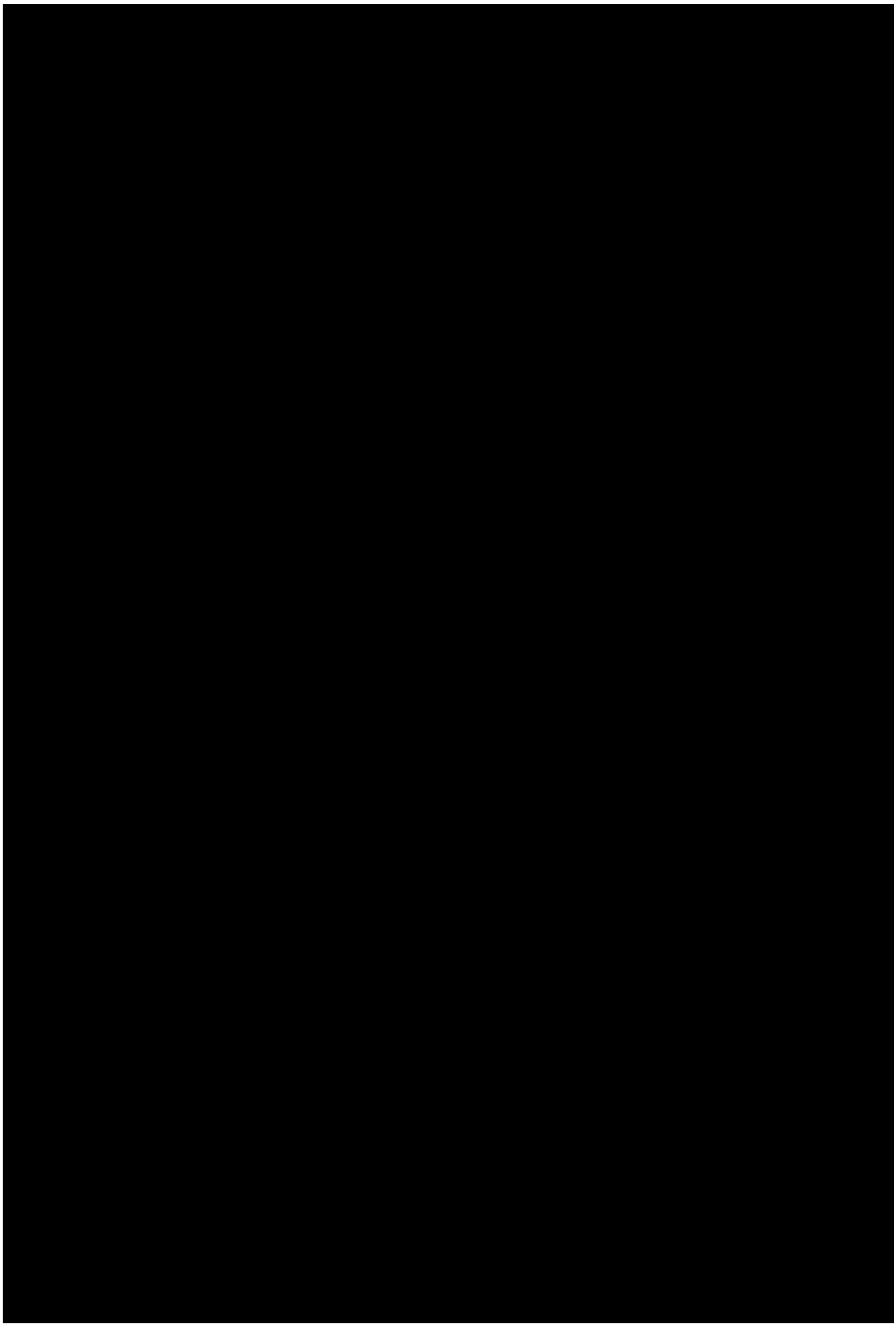
Indicator	Measured by	Target	Review Frequency
Timely delivery of quality outputs	Delivery of project plan for review by CQC.	By the point set in the tenderer's timeline and in line with the milestones set out in section one.	Monthly for duration of contract.
	Delivery of draft research instruments.		
	Delivery of final research instruments.		
	Delivery of digital survey to potential participants		
	Completion of data analysis		
	Delivery of a full report, for CQC internal use only.		
	Delivery of an executive summary, for publication on CQC's website.		
	Delivery of a presentation by the research team, to CQC's internal colleagues.		
Collaboration	There is regular contact and engagement with the Authority on the work.	As stipulated in section one of this document and in the supplier's	Weekly for duration of contract.

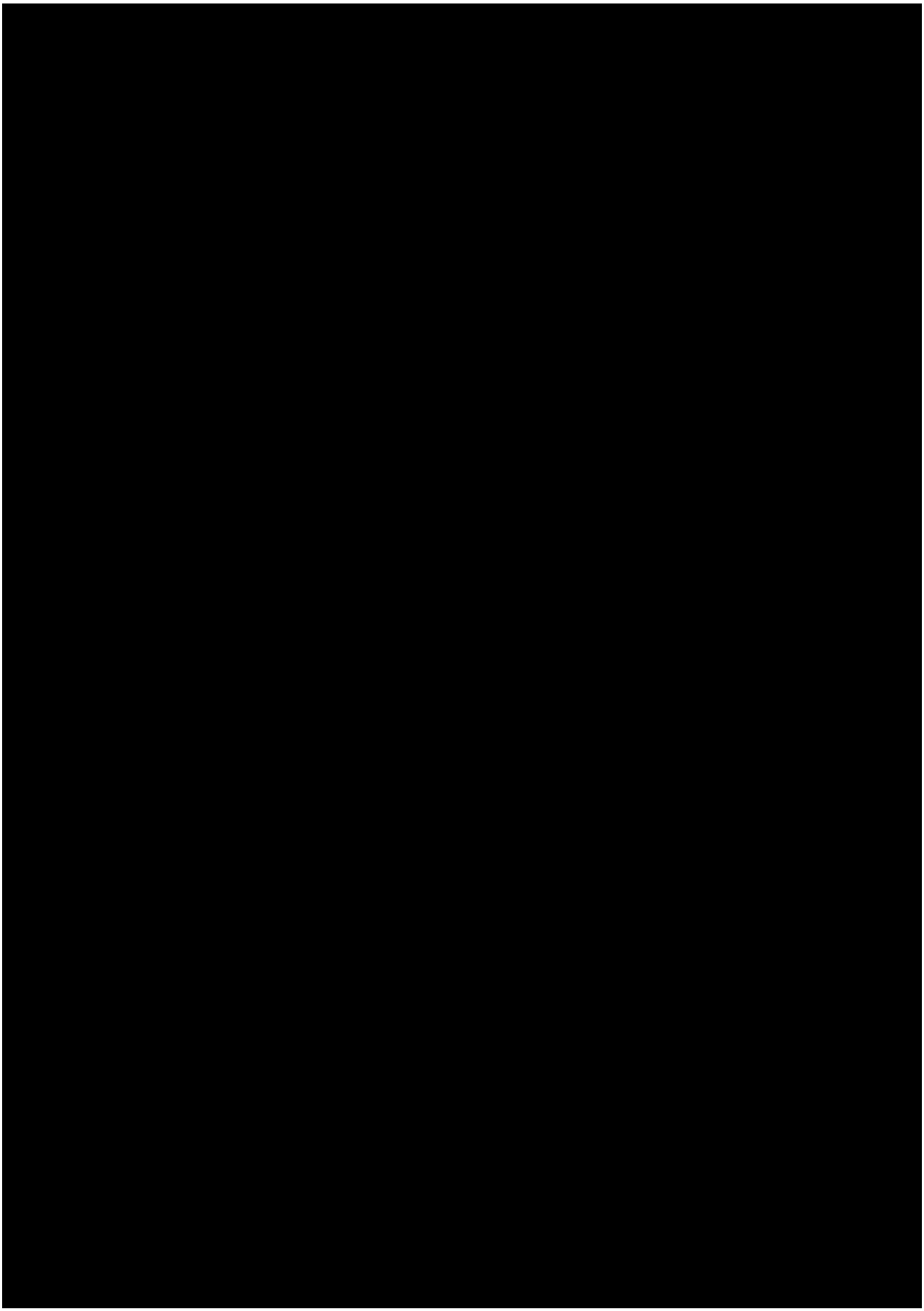
	The Authority is provided with plans, research instruments, and outputs for review and comments are acted upon. There is effective knowledge transfer to CQC.	quality response.	

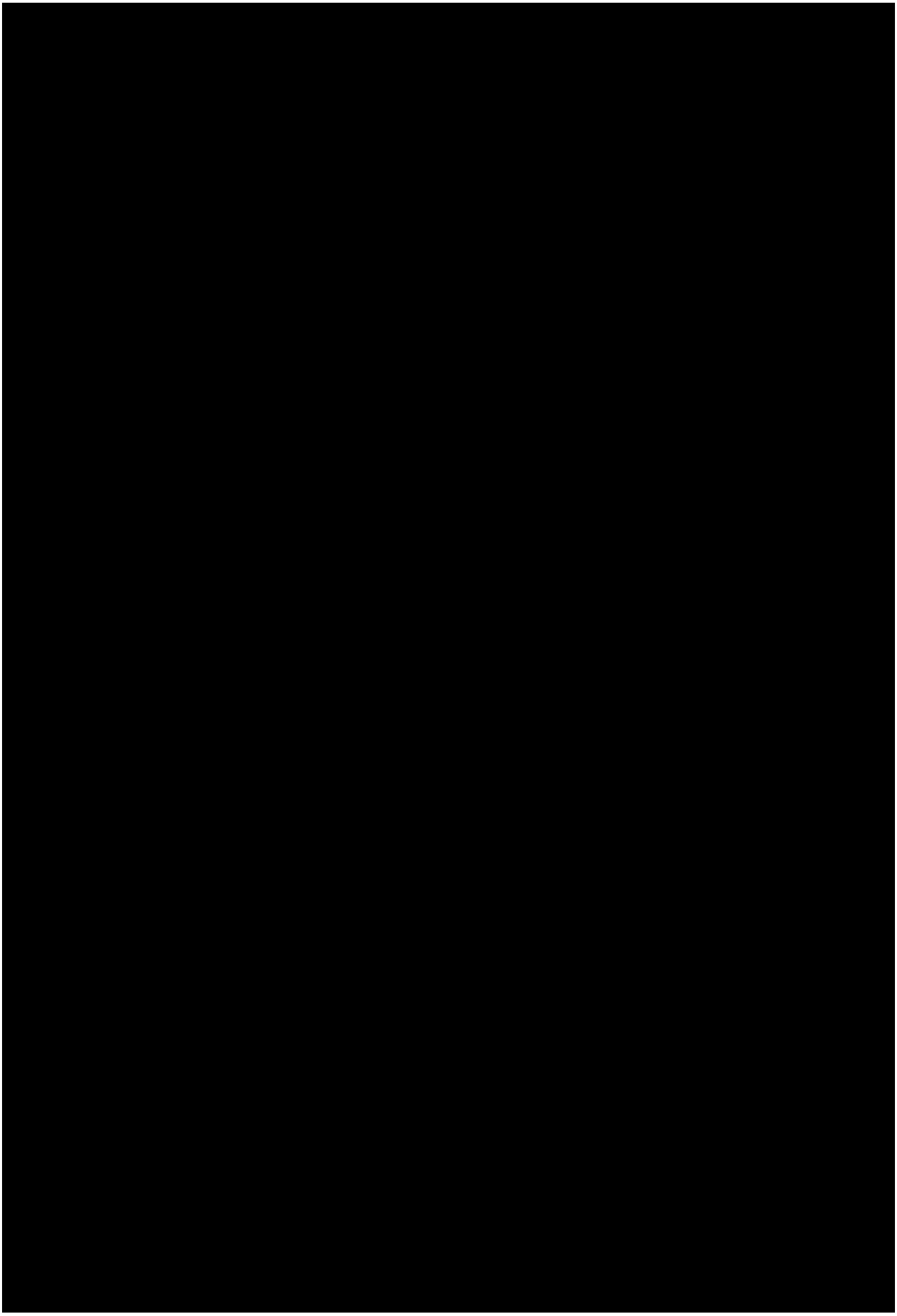
Annex 2 – Supplemental Tender

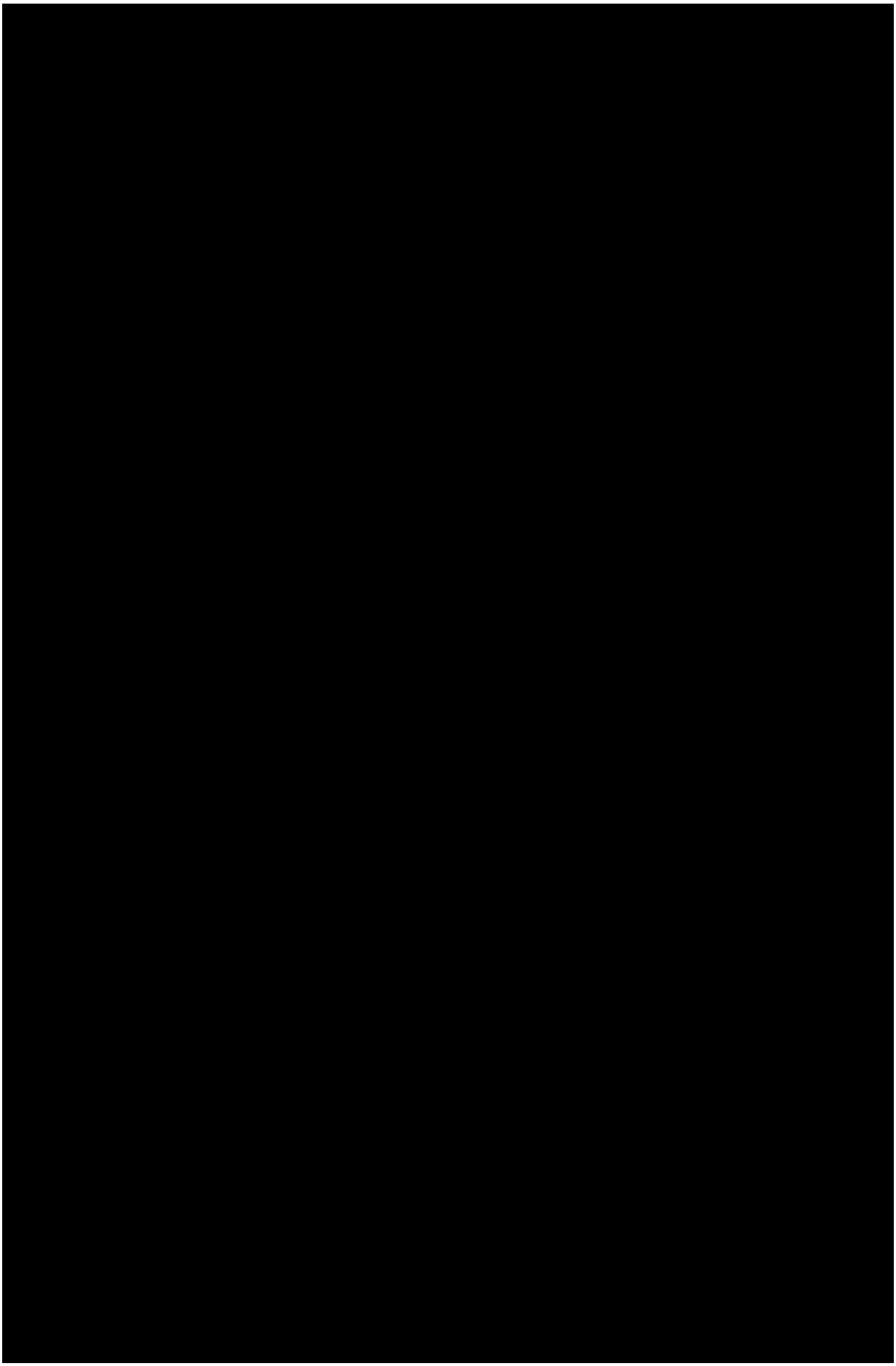


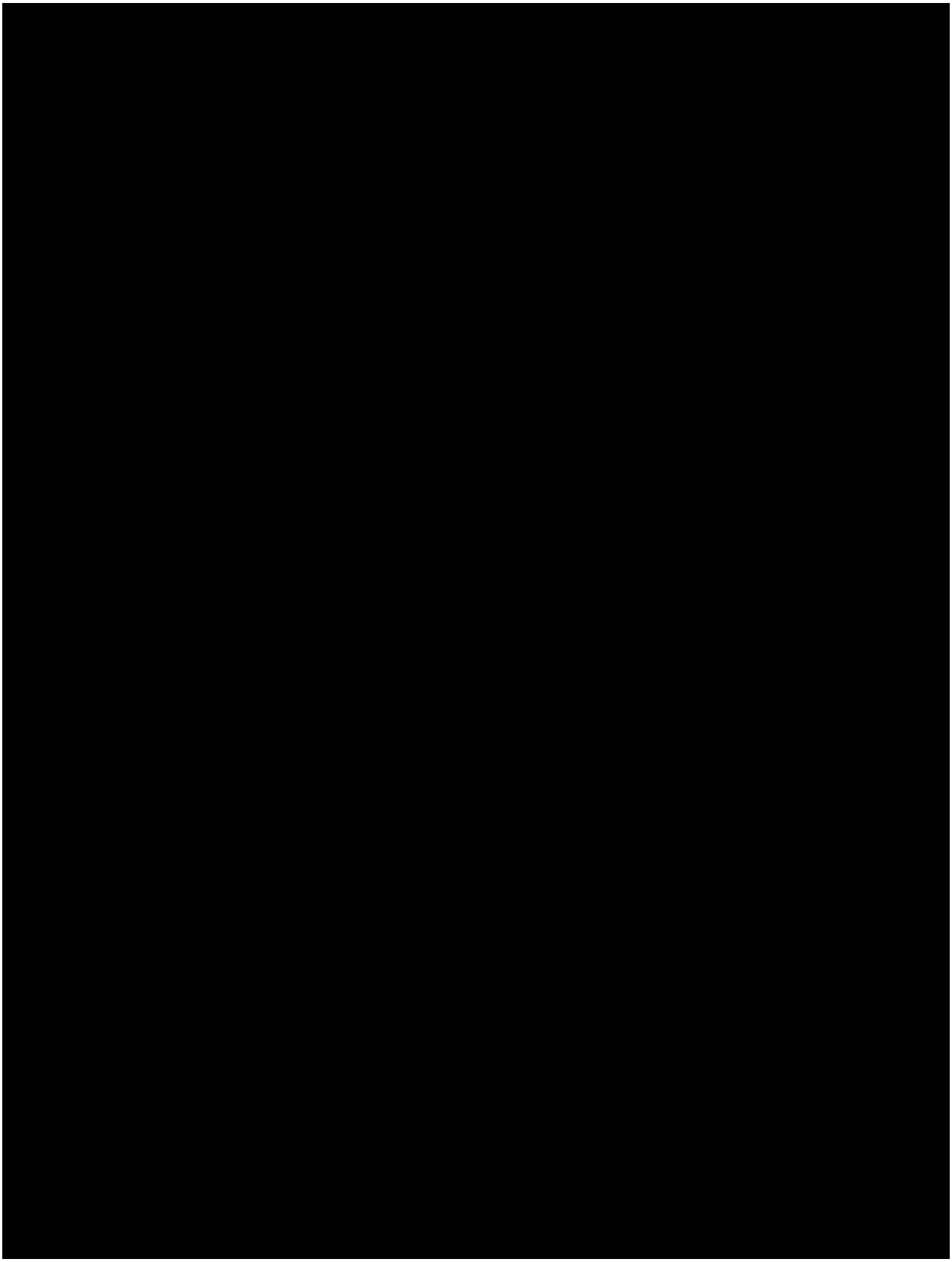












Price Table

CASE STUDY:	Mental Health Community Medicines
Assumptions (Please see more information outlined in the Statement of Requirements Document)	**We are seeking a research project on:** What does good care for people taking medicines for their mental health in the community look like? **The purpose of this research is:** To improve our understanding of what good care looks like for people who are taking medicines for their mental health (psychotropic medicines) in the community. We also want to understand how CQC can regulate more effectively in this space, to help drive improvements.
[redacted]	
Ac	

[redacted]		
Total Costs (excluding variable costs outlined in Table C)	**£34,210**	**£41,052**
	Excluding VAT	**Including VAT**

Additional Variable Costs

ACTIVITY 3 – Data collection & analysis	Excluding VAT	Including VAT
[redacted]	£21,790	£26,148
[redacted]	£28,290	£33,948
[redacted]	£40,790	£48,948

Annex 3 – Data Processing

1. This Annex shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

   1.1 The contact details of the Buyer's Data Protection Officer are: [redacted]

   1.1 The contact details of the Supplier's Data Protection Officer are: [redacted] Head of Compliance.

   1.2 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

   1.3 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	The Parties are Independent Controllers of Personal Data The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: • Personally identifiable information of Supplier Personnel for which the Supplier is the Controller, • Personally identifiable information of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under this Contract) for which the Buyer is the Controller, • Authority Supplied Data (including the sample) for which the Authority is the Controller, • Survey Responses for which the Supplier is the Controller.
Subject matter of the Processing	The purpose of the research is to improve our understanding of what good care looks like for people who are taking medicines for their mental health (psychotropic medicines) in the community. We also want to understand how CQC can regulate more effectively in this space, to help drive improvements.
Duration of the Processing	The contract will run from January 2025 to end March 2025.

Description	Details
Nature and purposes of the Processing	The project will involve the design, delivery, analysis and reporting of a digital survey to help us develop a better understanding of: • What does good care look like for people who are receiving medicines for mental health conditions? • How can CQC regulate more effectively in the space of medicines and mental health in order to influence improvement? <u>Personal data processing is required for this.</u> • Will require CQC sharing of contact details, of *those we wish to survey, with the supplier to enable the undertaking of the survey and demographic details (such as type of provider, region) to support analysis. • Survey findings shared with CQC will be anonymised and reported in such a way that information could not be traced back to them or their organisation (unless consent was given for this information to be disclosed) • Appropriate privacy notices to be developed which help participants understand the data processing. Participants should be reminded not to share any identifiable or CPI as part of any free text responses to survey questions. ** those we wish to survey: Mental health trust providers, GP services, Integrated Care Boards, Local Health Watch groups, Patient voice organisations and charities, some additional participants such as pharmacy professionals.*
Type of Personal Data being Processed	Name, email address and organisation of those being surveyed.
Categories of Data Subject	Mental health trust providers, GP services, Integrated Care Boards, Local Health Watch groups, Patient voice organisations (the organisations not individual patients) and charities, some additional participants such as pharmacy professionals.
Plan for return and destruction of the data once the Processing is complete	On completion of the Contract, data to be returned to CQC and the supplier copy to be destroyed within 6 months from the end date of the processing period, save for one copy which the Supplier may store for archiving purposes.

Description	Details
UNLESS requirement under law to preserve that type of data	
Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract and international transfers and legal gateway	Personal Data will be processed within the EU.
Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event	• All data collected is stored securely on a dedicated file services solution hosted by Rackspace UK. Access to these systems is limited to Ipsos employees only, with access rights based on the principle of "least privilege" whereby authorised users are only granted access to information systems/resources and network domains which are necessary for them to carry out the responsibilities of their role or function. All users of this IT infrastructure have their own unique accounts and authenticate using their own ID and password, which they are required to change at least every 90 days. For this project, Personal Data will be stored on a secure server, accessible only by named members of the project team. • Physical security controls of our systems include building access that is restricted and controlled via key card entry, reception and/or security staff in attendance in reception areas during working hours, alarm systems/CCTV, and use of physical key and/or PIN code locks for restricted areas like server rooms. • Our IT network is further protected by a multi-layered malware protection, and anti-malware software is installed on all servers, desktops and laptops. • For the transfer of Personal Data, Personal Data will be encrypted to minimum AES256 standard and transferred via Ipsos Transfer, a secure FTP site. • Processing of personal data will be limited to only that which is necessary for the provision of the project in line with the principle of data minimisation set out in the UK GDPR.

Description	Details
	• Participants will be kept informed as to the purposes for which their data are collected used and disclosed, how long it is kept, and the legal basis for collecting and processing it via the privacy notice which will be made available prior to taking part in the research. • Only fully anonymised data sets from the survey will be shared with CQC. • If it may be possible to identify participants in the qualitative research, participants will be informed and consent gained. • Personal Data will be securely deleted using Blancco shredding software (which meets HM Government standards) within six months of the end of the project, with proof of its removal retained.