

# 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.

<b>1. Buyer</b>	<b>CARE QUALITY COMMISSION (CQC)</b> of City Gate, Gallowgate, Newcastle upon Tyne NE1 4PA ( <b>the Buyer</b> ).
<b>2. Supplier</b>	<p>Name: The Nuffield Trust for Research and Policy Studies in Health Services</p> <p>Address: 59 New Cavendish Street, London, W1G 7LP</p> <p>Companies House Registration number: 00382452</p>
<b>3. Contract</b>	<p>This Award Form is issued pursuant to the CQC Research and Evaluation Multi-Lot Framework Agreement, EP&amp;S 052 – Lot 6</p> <p>Research to deliver increased understanding of the challenges and opportunities facing ICSs to enable CQC to better use our independent voice to encourage improvement. In the context of considerable financial pressure and demand on services, we would like to understand how ICSs understand their ability to deliver improvements for people and communities and their perspectives on key barriers and enablers to progress. By publishing aggregated findings in our State of Care report (with associated commentary), we will seek to drive systemic impact and influence policy makers. see Annex 1 (Specification) to this Award Form for full details.</p>
<b>4. Contract reference</b>	<b>CQC EP&amp;S 105 – State of Care ICS Survey</b>
<b>5. Buyer Cause</b>	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.	<b>Collaborative working principles</b>	The Collaborative Working Principles do not apply to this Contract. (See Clause 3.1.3 for further details.)
7.	<b>Financial Transparency Objectives</b>	The Financial Transparency Objectives do not apply to this Contract. (See Clause 6.3 for further details.)
8.	<b>Start Date</b>	07th May 2025
9.	<b>Expiry Date/  Initial Term</b>	31 <sup>st</sup> March 2026 Initial Term means a period starting on the Start Date and ending on the Expiry Date.
10.	<b>Extension Period</b>	Up to 12 months The extension is exercised where the Buyer gives the Supplier no less than 1 Month's written notice before this Contract expires
11.	<b>Ending this Contract without a reason</b>	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.	<b>Incorporated Terms</b> (together these documents form the " <b>this Contract</b> ")	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).

		<p>4) any other document referred to in the clauses of the Contract.</p> <p>5) Annex 2 (Supplemental Tender) to the Award Form, unless any part of the Supplemental Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Supplemental Tender will take precedence over the documents above.</p> <p>6) Schedule 4 to the Framework Agreement (the Service Provider's Tender) unless any part of the Service Provider's Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Service Provider's Tender will take precedence over the documents above.</p>
13.	<b>Special Terms</b>	<p>1) <b>Special Term 1 – Data Processing</b> – Clause 18.1 of the Call Off Terms and Conditions shall be varied as follows:  <i>The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Annex 3 to this Award Form.</i></p> <p>Not applicable</p>
14.	<b>Buyer's Environmental Policy</b>	Not applicable
15.	<b>Social Value Commitment</b>	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.	<b>Buyer's Security Requirements and Security and ICT Policy</b>	<a href="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&amp;wdOrigin=ROWSSELINK">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&amp;wdOrigin=ROWSSELINK</a>
17.	<b>Charges</b>	<p>£39,405.00 Including VAT</p> <p>Details in Annex 2 to this Award Form and Schedule 3 of Call-Off Terms and Conditions (Charges)</p>

18. Estimated Year 1 Charges	£39,405.00 Including VAT
19. Reimbursable expenses	<p><b>None.</b></p> <p>Any expense that the Buyer may in its absolute discretion allow must be approved by the Buyer prior to being incurred and must be in accordance with the Buyer's relevant policy.</p>
20. Payment method	<p>BACS</p> <p>A Purchase Order will be issued relating to the activity within this Award Form.</p> <p>The Purchase Order must be quoted on all invoices and invoices emailed to: [REDACTED]</p>
21. Service Levels	Not applicable
22. Liability	<p>In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of <b>£5 million</b> or <b>150%</b> of the Estimated Yearly Charges.</p> <p>In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being <b>£20 million</b>.</p>
23. Cyber Essentials Certification	Not applicable
24. Progress Meetings and Progress Reports	<p>The Supplier shall attend Progress Meetings with the Buyer every month</p> <p>The Supplier shall provide the Buyer with Progress Reports every month</p>
25. Guarantor	Not applicable
26. Virtual Library	Not applicable
27. Supplier's Contract Manager	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

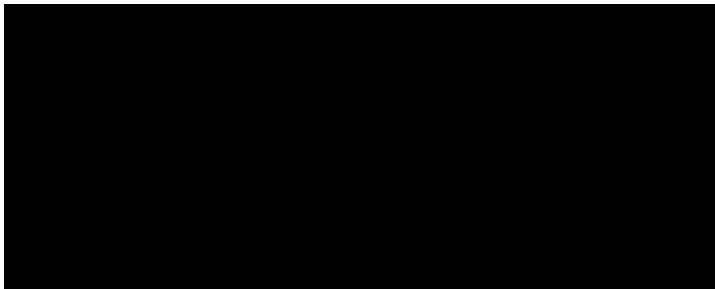
28.	<b>Supplier Authorised Representative</b>	<div></div> <div></div> <div></div>
29.	<b>Supplier Compliance Officer</b>	Not applicable
30.	<b>Supplier Data Protection Officer</b>	<div></div> <div></div> <div></div>
31.	<b>Supplier Marketing Contact</b>	Not applicable
32.	<b>Key Subcontractors</b>	<b>Key Subcontractor 1</b> Not applicable
33.	<b>Buyer Authorised Representative</b>	<div></div> <div></div> <div></div> <div></div> <div></div>

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

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

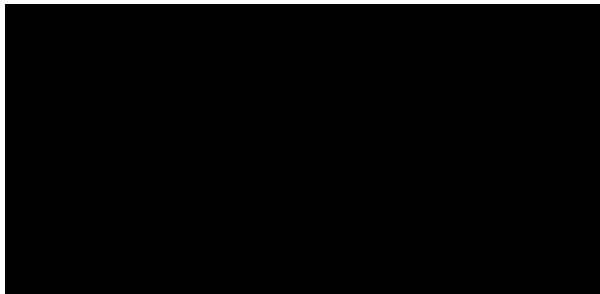
SIGNED for and on behalf of **CARE QUALITY COMMISSION**

Authorised Signatory:

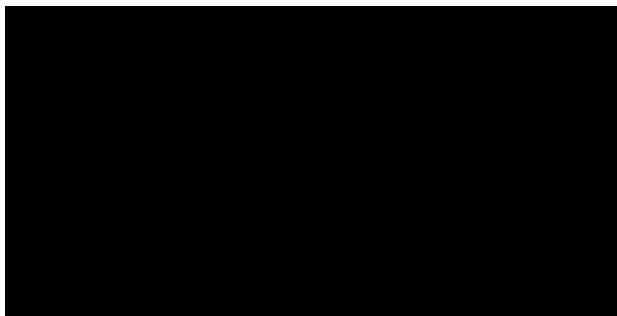


SIGNED for and on behalf of **THE NUFFIELD TRUST**

Authorised Signatory 1:



Authorised Signatory 2:



## **Annexes**

**Annex 1:     Specification**

**Annex 2:     Supplier's Supplemental Tender**

**Annex 3:     Data Processing Schedule**

## Annex 1 – Specification

We are seeking a project on how ICSs are delivering their responsibilities to improve access and outcomes for people and communities and to reduce health inequalities. The work should be based on the views of ICS leaders, gathered through a survey.

The purpose of this research is to deliver increased understanding of the challenges and opportunities facing ICSs to enable CQC to better use our independent voice to encourage improvement. In the context of considerable financial pressure and demand on services, we would like to understand how ICSs understand their ability to deliver improvements for people and communities and their perspectives on key barriers and enablers to progress. By publishing aggregated findings in our State of Care report (with associated commentary), we will seek to drive systemic impact and influence policy makers.

### First study – required early July 2025

The context for this research is the current "left shift" in UK government health policy. The government is currently in the process of developing a 10-Year Health Plan focused on three primary shifts: a) preventative care; b) community-based care and c) digital transformation. Integrated Care Systems (ICSs) are responsible for bringing together healthcare, social care, and other services to improve health outcomes and ensure more coordinated care for people in a specific area. They have specific responsibilities around reducing health inequalities and improving population health. This research will support us to understand the challenges faced by ICSs in delivering these three primary shifts and in tackling health inequalities.

The Care Quality Commission (CQC), in partnership with National Voices and the Point of Care Foundation, has also recently developed a [self-assessment and improvement framework for integrated care systems](#) to address health inequalities through engagement with people and communities. We would want to consider alignment to this evidence base and approach in the development of the survey.

Outputs from the work will be used to inform our Statutory report to Parliament on the State of Care. We are anticipating a focus on frail and elderly people in this report and would ask the bidder to consider how we can incorporate a focus on this population group through the work.

The research questions are:

- How are ICSs developing their approach to improving access and outcomes for people and communities?
  - How is tackling health inequalities embedded in this approach?
  - How is prevention embedded in this approach?
- How are ICSs making decisions about their approaches to targeting particular



pathways and population groups?

- What are the enablers and barriers to improvement? And what opportunities may there be for progress in the coming year? Are ICS's using innovative approaches to make improvements?

Outline of methodology (for bidders to consider, revise and expand on as they see fit):

- Design and deliver a survey of ICS leaders, specifically individuals with the relevant expertise and knowledge in prevention, health inequalities and population health
- Bidders to consider whether responses should also be elicited from members of the Integrated Care Partnership and Integrated Care Board
- Survey to contain closed response and free text questions
- Bidders to consider whether interviews could be delivered to support survey findings

We would expect the research to cover:

- ICS leaders' confidence in delivering their responsibilities
- Areas of focus for ICSs, for example prevention, pathways and populations, CORE20PLUS5
- Barriers and enablers to delivering responsibilities
- Innovation and improvement

The outputs required from this research are:

- Methodology, including plan for distributing survey and ensuring sufficient response rate, and quality assurance approach
- Research instruments (e.g. questionnaire) to be signed off by CQC prior to data collection
- Descriptive account of survey findings, including survey approach and limitations and considerations for interpretation of results
- Commentary on how findings may have changed over time compared to previous studies or similar work
- Examples of ICS initiatives and quotes for leaders to support themes
- Aggregate and/or anonymised data

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

- Project initiation, including delivery of a project plan, research instruments and methodology by 23 May 2025
- Delivery of interim findings by 27 June 2025
- Delivery of findings report and aggregate data by 11 July 2025

As part of the response, we would like the tenderer to set out:

- Their proposed approach to delivering the first study outlined above
- Their proposed approach to distributing the survey and ensuring sufficient response rate

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

### Key Performance Indicators (KPIs)

Indicator	Measured by	Target	Review Frequency
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 draft report. .		
	Delivery of final report.		
	Delivery of final aggregate data.		
Collaboration	There is regular contact and engagement with the Authority on the work.	As stipulated in section one of this document and in the supplier's quality response.	Weekly for duration of contract.
	The Authority is provided with plans, research instruments, and outputs for review and comments are acted upon.		

	There is effective knowledge transfer to CQC.		
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## 1. DURATION OF CONTRACT

Start Date	End Date	Extension Options (If Applicable)
07/05/2025	31/03/2026	Up to 12 Months

## 2. COST ENVELOPE

Cost Envelope
£30,000 to £40,000 (including VAT) for initial term

## 3. AUTHORITY AND TENDERER RESPONSIBILITIES

### It is the Authority's responsibility to:

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

### It is the tenderer's responsibility to:

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

- Ensure delivery against the timeline and milestones, managing contingencies, risks, issues, and mitigations.
- Work within agreed key performance indicators relating to quality, delivery of products and levels of service.
- Provide the authority with draft methodologies, research instruments, and outputs for two rounds of review and comment before they are submitted to the Authority for sign off.
- Deliver a robust research methodology and credible outputs which meet the needs set out in this statement of requirements.
- Perform quality assurance on all aspects of the work.
- Communicate and meet online with the Authority at the agreed frequency, providing the Authority with timely and ongoing information relating to the programme delivery and progress, including costs and any emergent risks, issues, and associated mitigations.

#### **4. USE OF FINDINGS BY THE TENDERER**

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

## Annex 2 – Supplemental Tender

### Sub-Criteria 1:

The response addresses the requirement including:

- The response demonstrating a clear understanding of the requirement.
- The proposed approach/ methodology meeting the needs of the requirement.
- An adequate amount of time and resources proposed to be allocated to deliver the requirement.

The proposed outputs meeting the needs of the requirement.

**Embedded Content/Supporting Attachment: YES –**

Draft delivery plan including approach to distributing the survey and ensuring sufficient response rate

**Scoring mechanism:** 0 – 4 as per ITT Table 5

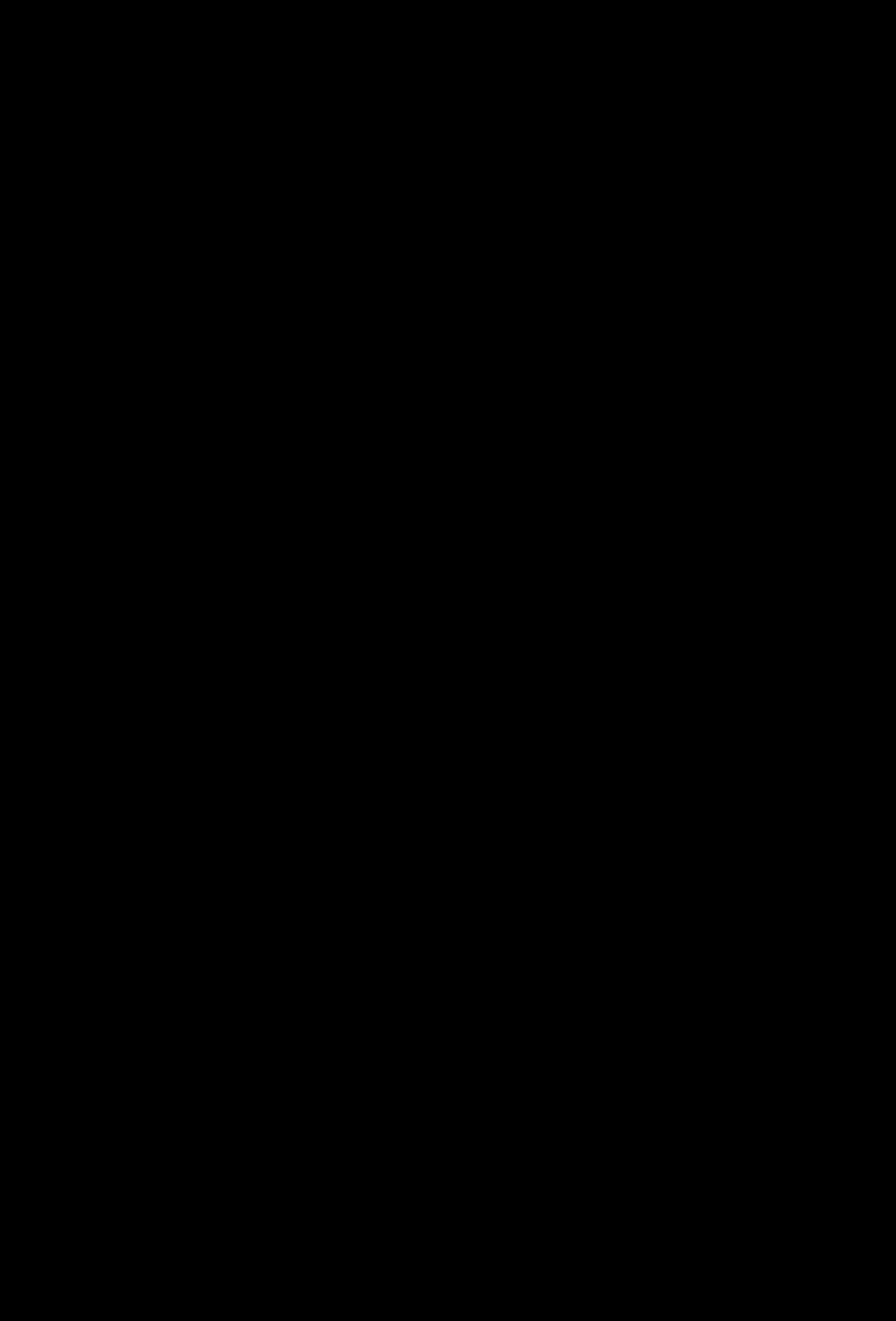
**Weighting/Max Score:** 45%

**Are word count limits being applied to responses? YES**

**Max Word Count:** 2000

**Sub-Criteria 1 Bidder Response.**

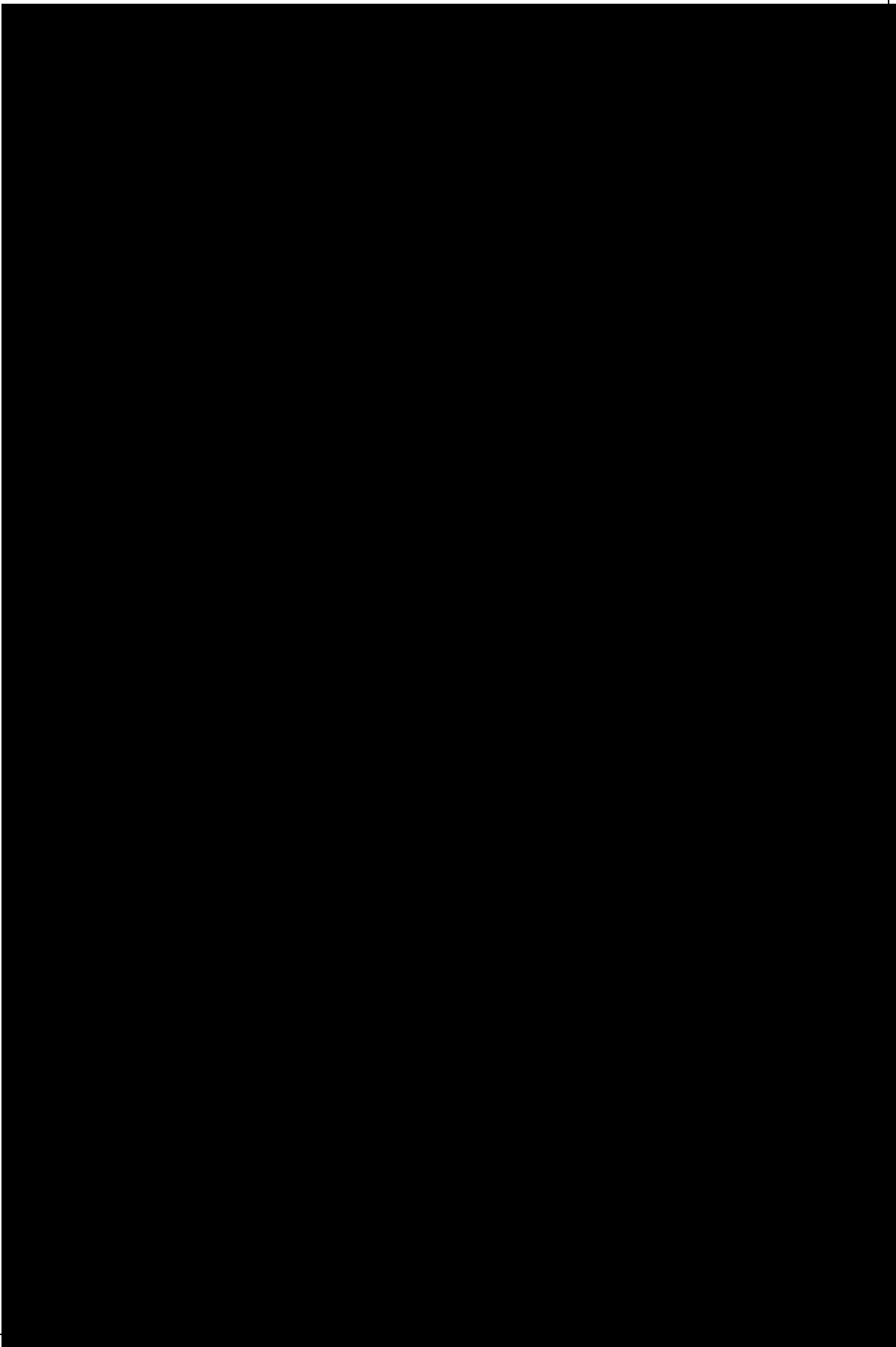
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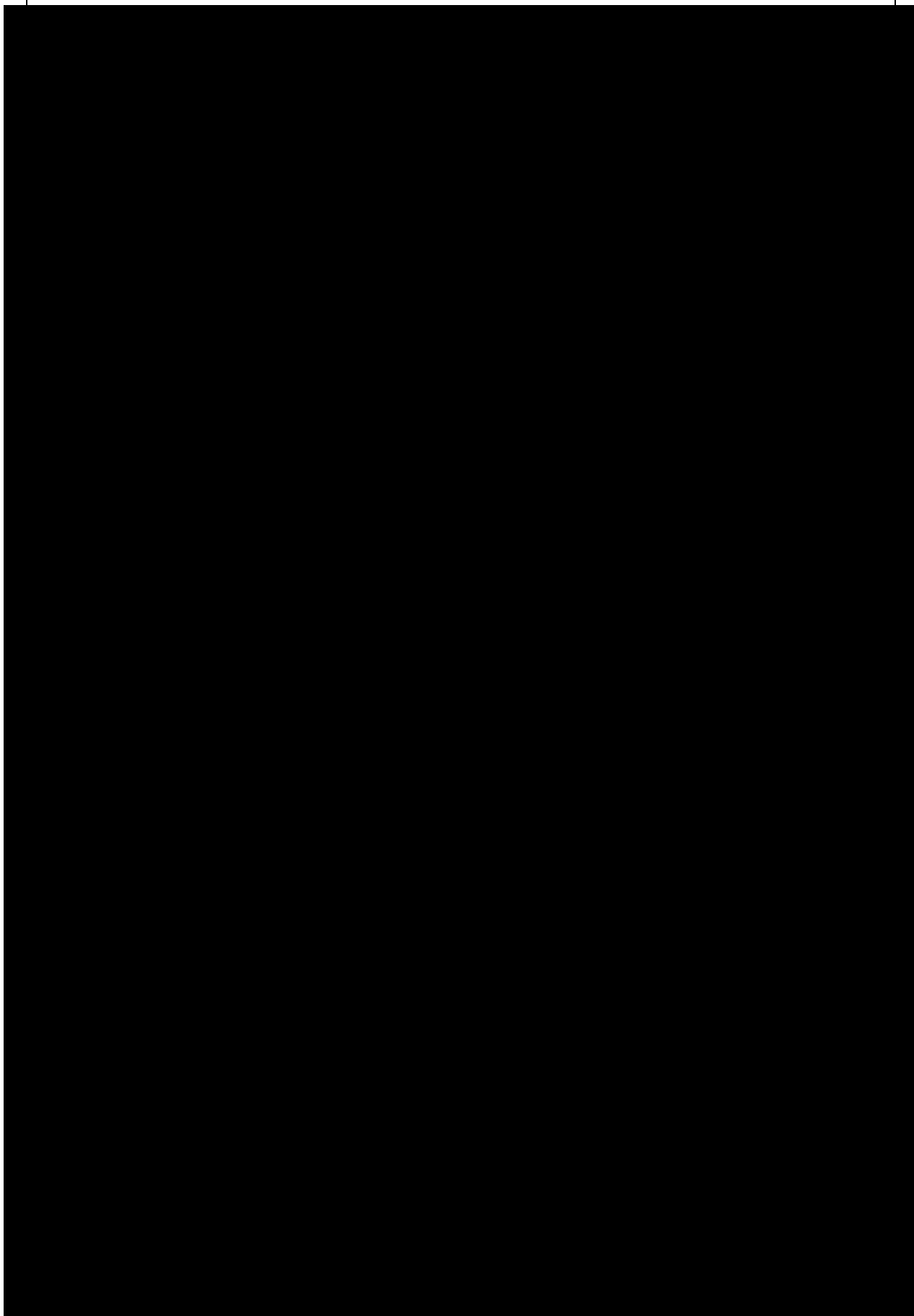
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**Sub Criteria 2:**

The skills and experience of the proposed team is well suited to meeting the needs of the requirement. This includes people within the team being allocated to tasks to which they have the appropriate level of skills and experience to perform

**Embedded Content/Supporting Attachments: YES**

**Please provide pen portraits for people who will be working on this study**

**Weighting/Max Score: 25%**

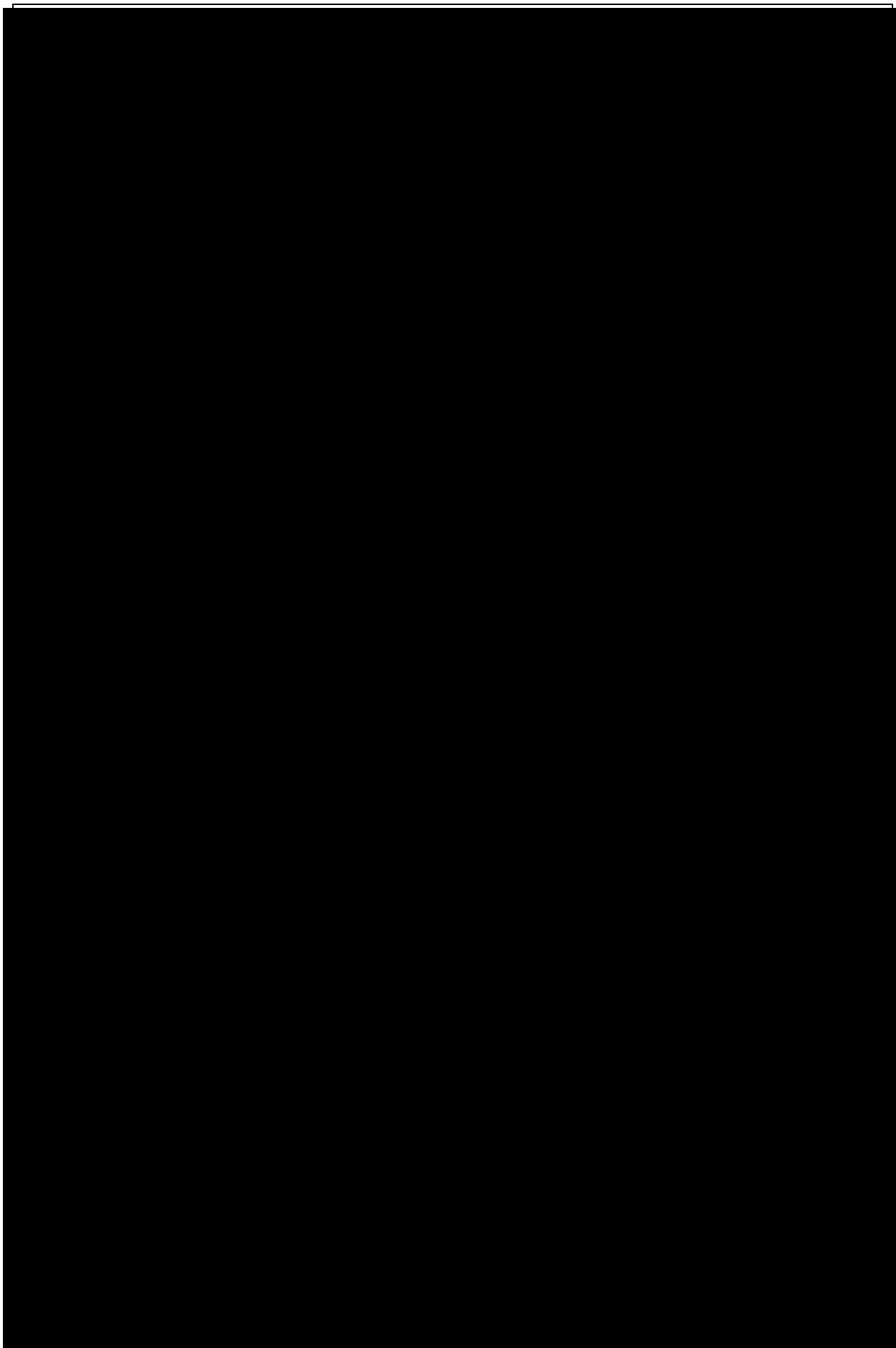
**Are word count limits being applied to responses? YES**

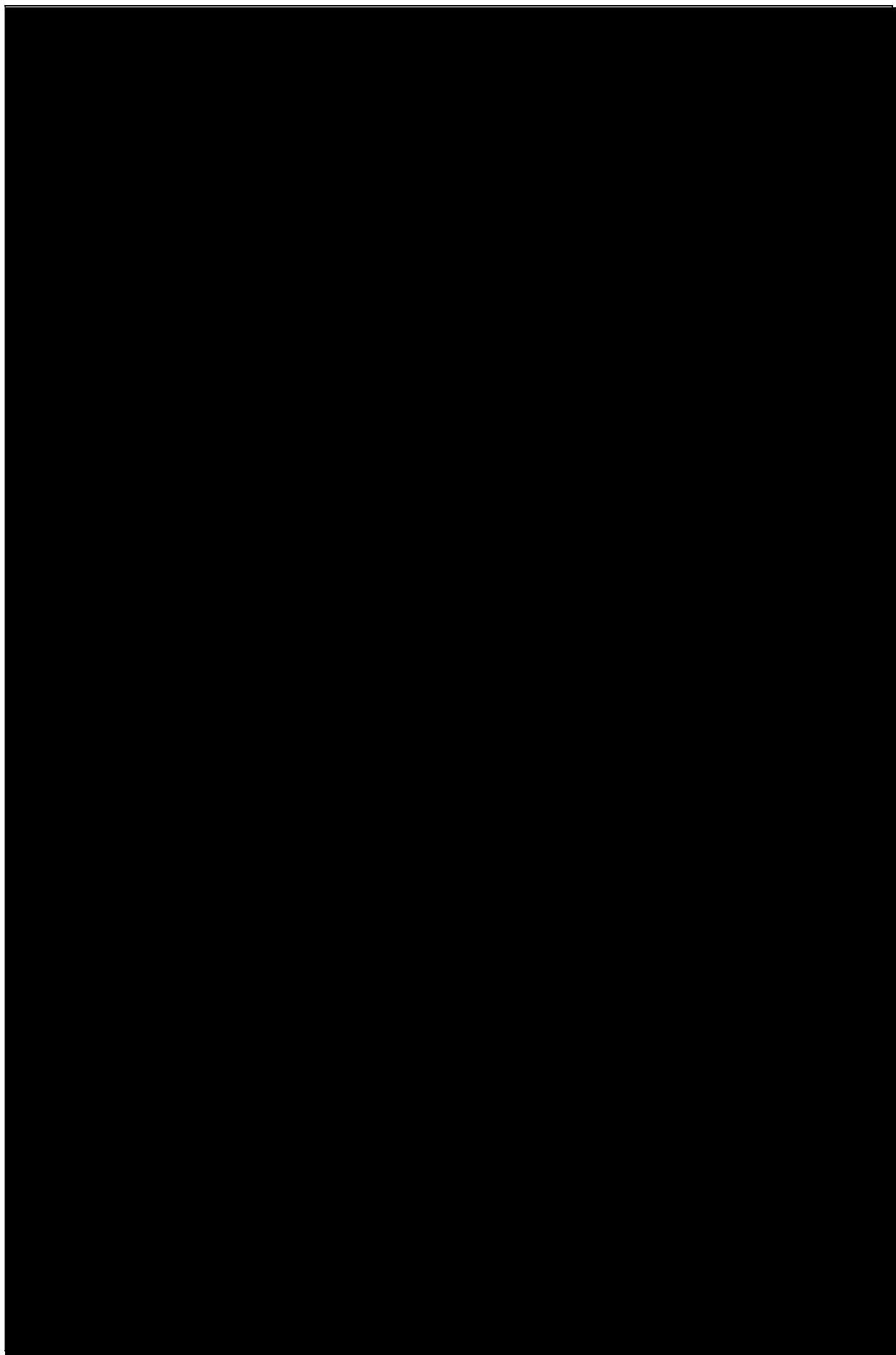
**Max Word Count: 1500**

**Sub-Criteria 2 Bidder Response.**

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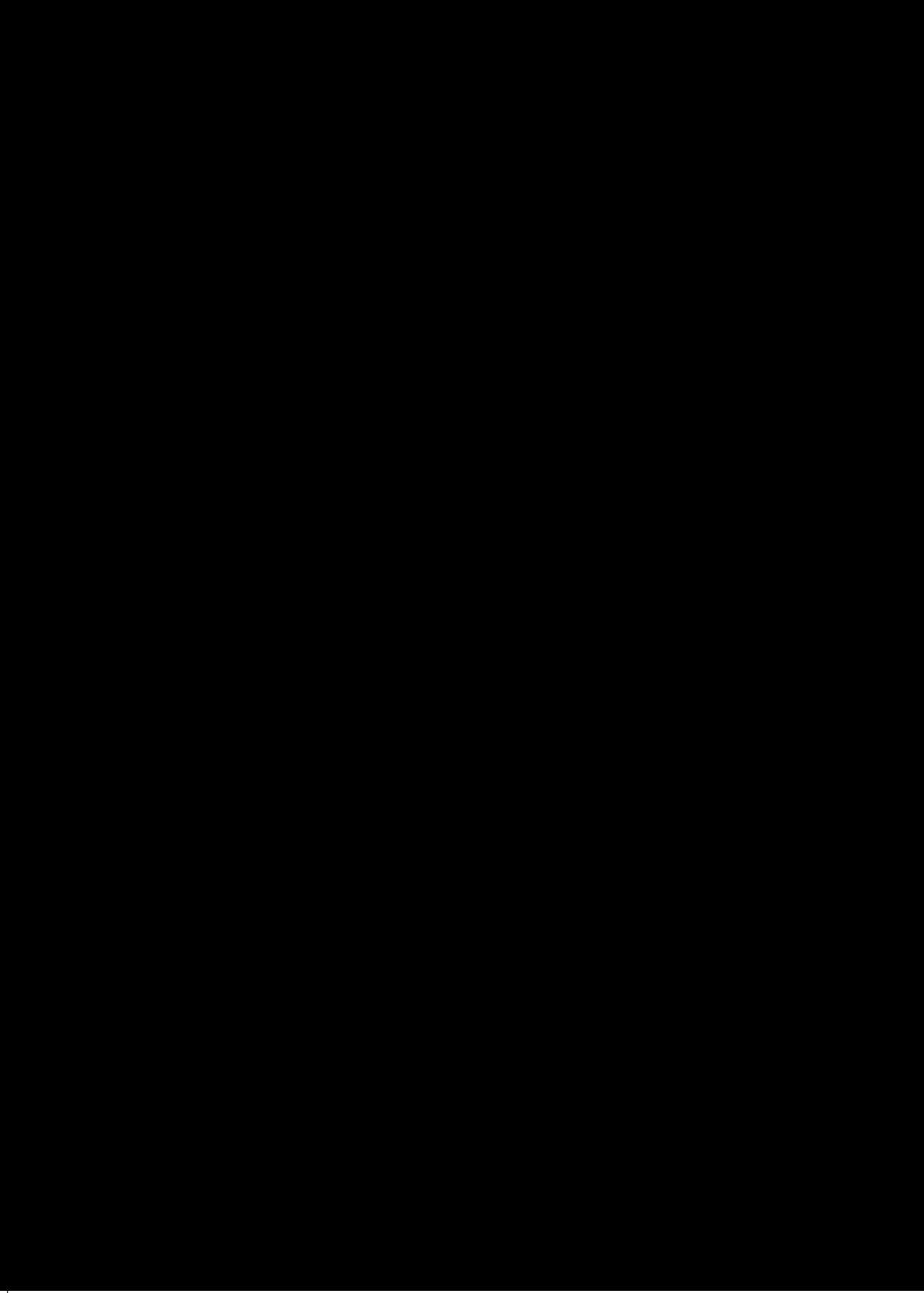




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**Table A - Day Rate Card**

Role Level	Day Rate (Ex. VAT)	Day Rate (Inc. VAT)

**Table B - Price Table**

<b>CASE STUDY:</b>	State of Care 2024/25 ICS Delivery and Improvement Survey			
Assumptions  (Please see more information outlined in the Statement of Requirements Document)	Study on how ICSs are delivering their responsibilities to improve access and outcomes for people and communities and to reduce health inequalities			
<b>ACTIVITY</b>	<b>NUMBER OF DAYS (A)</b>	<b>DAY RATE (£ B)</b>	<b>(A x £ B) (excluding VAT)</b>	<b>(A x £ B) (including VAT)</b>
<b>Activity 1</b>	<b>Project initiation and planning, including development of methodology and research instruments</b>			
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[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]			[REDACTED]	[REDACTED]
Activity 2	Fieldwork / data collection			
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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Sub Total			████████	████████
<b>Activity 3</b>	<b>Data analysis and reporting (including quality assurance)</b>			
██ ██ ████████	█	██	██	██
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Activity 4	<div></div> <div></div>			
			£	£
<i>(Please add more lines as required)</i>			£	£
Sub Total			£	£
Total Costs			£32,837.50	£39,405
			Excluding VAT	Including VAT

## 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],  
[REDACTED]

1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]  
[REDACTED]

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

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

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>• Personally identifiable information of Supplier Personnel for which the Supplier is the Controller,</li> <li>• 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,</li> <li>• The Supplier will be identifying ICS contacts and carrying out research and engagement activity on CQC's behalf (the buyer). CQC is an independent data controller to the extent that we are making some decisions about the means and purposes for processing personal data. The Supplier is an independent controller to the extent that they are deciding on how to carry out the research and how to process personal data to do so.</li> </ul>
Subject matter of the Processing	<p>The processing involves</p> <ul style="list-style-type: none"> <li>i) Identification of appropriate survey participants and recording their contact information.</li> <li>ii) Sending out online survey requests to Integrated Care Service (ICS) staff via email, or telephone interview,</li> </ul>

Description	Details
	together with the collation and analysis of the responses and production of a report
Duration of the Processing	May 2025 to contract expiry
Nature and purposes of the Processing	<p>The purpose of the processing is to support CQC's statutory State of Care report. The processing will provide CQC insights into Integrated Care Services' plans, with a particular focus on inequalities.</p> <p>The Supplier will contact potential respondents by email. Emails may include a survey link to relevant ICB staff members to respond on behalf of their organisation. The invitee list will be stored in the Supplier's infrastructure with access restricted to the project team. Survey responses will also be saved in an access restricted location. The Supplier may also conduct online interviews, with transcripts and notes being stored in an access restricted location also.</p> <p>Storage of the responses, analysis of the data and write up will be undertaken by the Supplier. The report and any supporting information supplied to CQC may describe responses from a particular ICS but will not name individuals.</p> <p>Responses will be kept for two years after delivery of the to allow for challenge.</p>
Type of Personal Data being Processed	<p>ICS staff contact information:</p> <ul style="list-style-type: none"> <li>• Name</li> <li>• Position at employing organisation</li> <li>• Employing organisation</li> <li>• Position within ICS (ICB or ICP)</li> <li>• ICS name</li> <li>• Email address</li> </ul>
Categories of Data Subject	<p>ICS Staff members</p> <p>Leadership teams of national health and care organisations</p>



Description	Details
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under law to preserve that type of data</p>	<p>Data will be kept in the restricted project folder for two years after the delivery of outputs from the analysis.</p>
<p>Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract and international transfers and legal gateway</p>	<p>Microsoft Azure UK West.</p>
<p>Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event</p>	<ul style="list-style-type: none"> <li>• The Nuffield Trust IT systems are isolated from the internet using a network firewall</li> <li>• Inbound traffic through the firewall from the internet is restricted to those ports required for mail and secure remote access</li> <li>• All users accessing the system remotely are positively identified by means of Multi-Factor Authentication</li> <li>• Nuffield Trust's internet-facing security is assessed annually by means of an independent penetration test.</li> <li>• Strong password security measures are implemented for users accessing the system internally.</li> <li>• All Nuffield Trust laptops are encrypted to protect data in transit.</li> <li>• All data at rest is secured using 256 bit (or higher) encryption.</li> <li>• Access to project is stored in a private channel on Microsoft Teams with access restricted to the project team.</li> <li>• The Microsoft Azure contract between the Nuffield Trust and Microsoft complies with the requirements of section 59 of the UK Data Protection Act 2018 for a data processing agreement.</li> </ul> <p>Information relating to the implementation of ISO 27001 within Microsoft Azure may be found at: &lt;<a href="#">ISO/IEC 27001 - Azure Compliance   Microsoft Learn</a>&gt;</p>

Description	Details