

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: Tonic Consultants Ltd Address: 86-90 Paul Street, London EC2A 4NE Registration number: 06141892
3. Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables, being Assessment Framework Consultation – 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 EPS 110, Assessment Framework Consultation, Lot 3
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	13 th October 2025
9. Expiry Date/ Initial Term	12 th January 2026 3 Months
10. Extension Period	Not applicable
11. Ending this Contract without a reason	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3 provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 1 Month.
12. Incorporated Terms (together these documents form the " this Contract ")	<p>The following documents are incorporated into this Contract.</p> <ul style="list-style-type: none"> (a) This Award Form including the Annexes. (b) the Call-Off Terms and Conditions including the Schedules. (c) the Framework Agreement including the Schedules. <p>If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> 1) the Call-Off Terms and Conditions including the Schedules. 2) This Award Form and Annexes except Annex 2. 3) the terms of the Framework Agreement, the Schedules to the Framework Agreement except Schedule 4 (the Service Provider's Tender). 4) any other document referred to in the clauses of the Contract. 5) Annex 2 (Supplemental 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	<p>1) Special Term 1 – Data Processing – Clause 18.1 of the Call Off Terms and Conditions shall be varied as follows: <i>The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Annex 3 to this Award Form.</i></p> <p>Special Term 2 - NOT APPLICABLE</p> <p>Special Term 3 - NOT APPLICABLE</p>
14.	Buyer's Environmental Policy	NOT APPLICABLE
15.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in the Framework Agreement and provide the Social Value Reports as set out in Schedule 26 (Sustainability)
16.	Buyer's Security Requirements and Security and ICT Policy	https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.cqc.org.uk%2Fsites%2Fdefault%2Ffiles%2F2024-02%2F20240220_CQC_Information_Governance_Policies.odt&wdOrigin=ROWSLINK
17.	Charges	<p>Fixed costs only:</p> <p>£34,700.00 Excluding VAT</p> <p>£41,640.00 Including VAT</p> <p>Details in Annex 2 to this Award Form and Schedule 3 of Call-Off Terms and Conditions (Charges)</p> <p>There will be variable costs for this project based on response volume as set out in Annex 1 – Specification.</p>

		<p>The contract value is £100,000 including VAT. Broken down as follows:</p> <p>£41,640.00 Including VAT (fixed costs) and £58,360.00 including VAT (variable costs) based on milestone achievements.</p> <p>Total approved budget for this requirement is £80,000.00-£100,000.00 including VAT. Any additional spend will require further approvals.</p>
18.	Estimated Year 1 Charges	<p>Fixed costs only:</p> <p>£34,700.00 Excluding VAT</p> <p>£41,640.00 Including VAT</p> <p>The contract value is £100,000 including VAT. Broken down as follows:</p> <p>£41,640.00 Including VAT (fixed costs) and £58,360.00 including VAT (variable costs) based on milestone achievements.</p>
19.	Reimbursable expenses	<p>None.</p> <p>Any expense that the Buyer may in its absolute discretion allow must be approved by the Buyer prior to being incurred and must be in accordance with the Buyer's relevant policy.</p>
20.	Payment method	BACS
21.	Service Levels	NOT APPLICABLE
22.	Liability	<p>In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges.</p> <p>In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being £20 million.</p>
23.	Cyber Essentials Certification	Not required
24.	Progress Meetings and	The Supplier shall attend Progress Meetings with the Buyer every 2 weeks

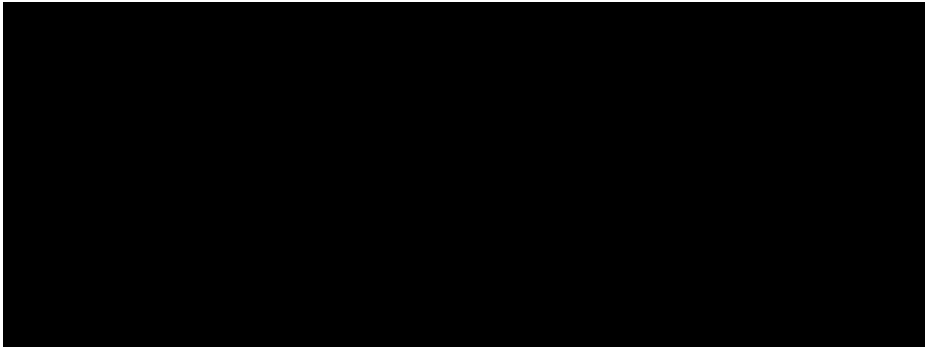
	Progress Reports	The Supplier shall provide the Buyer with Progress Reports every week
25.	Guarantor	NOT APPLICABLE
26.	Virtual Library	NOT APPLICABLE
27.	Supplier's Contract Manager	<div></div> <div></div> <div></div>
28.	Supplier Authorised Representative	<div></div> <div></div> <div></div> <div></div>
29.	Supplier Compliance Officer	NOT APPLICABLE
30.	Supplier Data Protection Officer	<div></div> <div></div> <div></div>
31.	Supplier Marketing Contact	NOT APPLICABLE
32.	Key Subcontractors	NOT APPLICABLE
33.	Buyer Authorised Representative	<div></div> <div></div> <div></div>

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

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

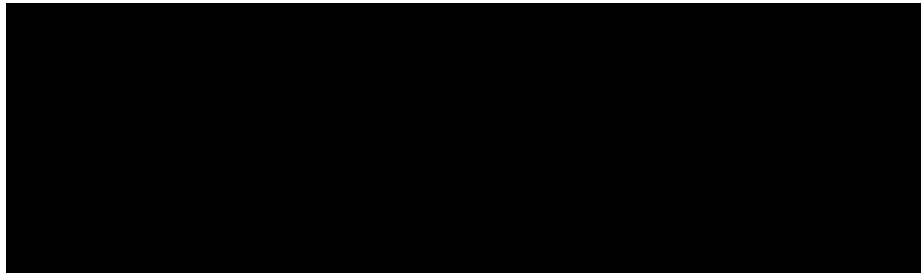
SIGNED for and on behalf of **CARE QUALITY COMMISSION**

Authorised Signatory:

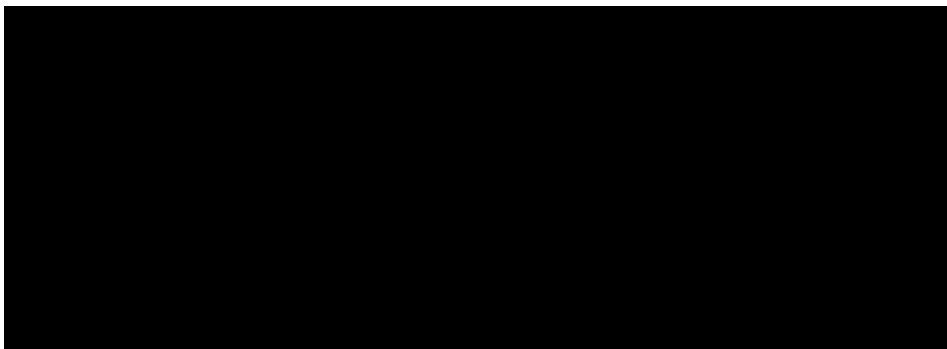
A large black rectangular box redacting the signature of the authorised signatory for the CARE QUALITY COMMISSION.

SIGNED for and on behalf of **INSERT TONIC CONSULTANTS LTD**

Authorised Signatory 1:

A large black rectangular box redacting the signature of Authorised Signatory 1 for INSERT TONIC CONSULTANTS LTD.

Authorised Signatory 2:

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Annexes

Annex 1: Specification

Annex 2: Supplier's Direct Award Response

Annex 3: Data Processing Schedule

Annex 1 – Specification

The Requirement:

We are seeking to appoint a single Framework supplier to provide Consultation Response Analytics and input into the consultation document:

- work with us to develop the consultation document advising on question make up and methodology.
- provide a breakdown of the response to our consultation and provide full analysis of quantitative and qualitative feedback from various consultation responses.
- produce a report based on the above.

During the contract period, CQC will work with the successful supplier on the specification for the work package detailing:

- **An expected consultation approach stating response methods such as an online tool, social media comment, focus groups and/or interviews;**

We will use an online survey hosted on CQC's engagement platform Go Vocal and anticipate that the majority to responses will be received via this route.

In order to ensure we reach a wide range of stakeholder we will also run a number of focus groups with seldom heard communities / people with a range of protected characteristics.

- **The number and type of (qualitative and quantitative) questions;**

This is still to be determined and will be agreed through discussion with the supplier as we work together to draft the consultation document.

The majority of questions will be quantitative with between 2- 5 qualitative questions.

We would ask that the supplier provide a rate based on the number of questions used.

- **An estimated number of responses from the consultation by response option (see above). Where an online tool is used, we will also estimate the number of email responses or letters we are likely to receive;**

We anticipate between 6,000 – 10,000 responses but would ask that the supplier provide a rate per 1000 responses.

A small number of responses may also be received via post / telephone / email. We would not anticipate more than 100 responses being received in this way.

The successful Framework supplier will provide:

- Use the agreed pricing schedule – rate card and schedule of rates, fixed for the duration of contract and excluding/including VAT.
- A costed specification detailing costs at each stage (advice, analysis and reporting) by the grade and daily rate (7.5 hours) of the staff member providing services. Costs should be provided such that they can be re-calculated by CQC and can be varied pro-rata up or down where costed work package is higher, or lower, than the expected levels.
- A full work plan for the delivery of the work package stating key delivery milestones

The purpose of this research is:

We are consulting on our assessment approach, which includes our assessment framework and methodology. Using feedback from stakeholders and recommendations from the reviews by [Professor Sir Mike Richards and Dr Penny Dash](#), and from the [Care Provider Alliance](#), the consultation will cover the **content of the assessment framework, how we develop our judgements and ratings, the supporting guidance, and the use of scoring and evidence.**

The context for this research is:

Rebuilding a trusted approach to regulation.

The consultation questions will relate to proposed changes to the content of the assessment framework, how we develop our judgements and ratings, the supporting guidance, and the use of scoring and evidence.

CQC will design the consultation questions in collaboration with the Framework supplier however it is vital that the methodology is executed and results analysed independently of CQC to ensure a robust evidence-based approach to this activity.

The consultation will cover the end-to-end process of how we assess, report and rate, including:

1. **Content of the assessment framework**
 - Ratings characteristics
 - Quality Statements – removal of duplication and improvement of

wording

2. Applying the assessment framework

- What level of sector specificity do we include
- How the framework might be differentially applied across sectors and across registration and assessment

3. How we make judgements and rate

- Level of judgement
- How we use scoring and professional judgement
- Frequency, periodicity and keeping ratings up to date

The outputs required from this research are:

1. Consultation analysis

The feedback will be a mix of both quantitative and qualitative data from a range of sources. Data sources may vary but will typically consist of:

- Responses to an online survey
- Written reports from focus group activity

The supplier will:

- Draft and agree an analytical plan
- Support the development of the consultation document
- Deliver a robust and full analysis of feedback to the consultation from a range of data sources (see above). This will include, but not be limited to, analysis of the volume and source of the responses received, and the qualitative and quantitative analysis of the content of the responses received
- Identify, weight or report separately on responses from range of data sources and audiences
- Tag or otherwise identify suitable quotes to use in the reporting of any findings and anonymise these as appropriate
- Agree with CQC any bespoke analytical services required and deliver those as requested in the specification. This may include in-depth analysis of specific themes or issues raised during consultation.

2. Consultation Reporting

The Framework supplier will:

- Communicate all emerging key themes and findings from the analysis during fortnightly online project meetings between CQC and the supplier.
- Agree a broad report structure, it is assumed that this will be similar to the structure outlined below.
- Provide a draft final report within an agreed timeframe for comment and agreement by CQC before publication of the agreed final product. Each report must include as a minimum:
 - An executive summary
 - Details of the consultation, stating what the consultation is about, what CQC's proposals are, what questions we are asking, who we have asked through consultation and other relevant information
 - A breakdown and analysis of the responses received stating how many responses we received, broken down by type of responder, route by which the response was received, geographical area or other relevant information
 - Analysis by question stating clearly how many people responded to the question and breakdown of the response, whether appropriate responders agreed, or disagreed, with CQC's proposals, thematic analysis of any free text comments, and quoting relevant or 'typical' responses in an anonymised format
 - Annexes or separate details of the analytical methods used in any analysis, qualitative and quantitative, and any limitations of the analysis undertaken.

The draft report should include data visualised using appropriate methods and tools, be written in plain English, and be formatted, designed and edited suitable for publication. The draft report should comply with CQC's house-style and design for national reports and contain CQC's logo alongside that of the successful supplier.

- Ensure that the draft report is quality assured to a standard equivalent to [CQC's Assurance Framework](#). The framework requires that data producers make appropriate plans for quality assurance, undertake an agreed review of the quality of its outputs, complete analytical sign off and organisational sign off before it is delivered. A supplier must be able to demonstrate their quality assurance processes and be able to assure CQC that this process is robust and is applied in all cases.
- Agree with CQC any final comments or amendments as required and agree a final report ahead of publication.
- Produce an audit trail sufficient to allow CQC to respond to any queries made about the work and to use it in the planning, development and delivery of future work. This audit trail should also be sufficient for CQC to identify any

learning and evaluation from the work package, breaches of confidentiality and limitations for the analysis.

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

Description	Target Date	Action to Achieve Milestone	Review Date
Delivery of project plan for review by CQC	w/c 13/10/2025	Delivery of project plan for review by CQC	w/c 13/10/2025
Consultation Opens	w/c 13/10/2025	Agree work package(s) analytical plans and data sharing	w/c 13/10/2025
Consultation Closes	w/c 08/12/2025	Data provision from CQC and commencement of analysis	w/c 08/12/2025
Mid point high level themes report	w/c 10/11/2025	Interim reporting of high level themes from analysis	w/c 10/11/2025
Draft analysis report	w/c 22 /12/2025	Analysis completed and first report drafted	w/c 22 /12/2025
Final analysis report	w/c 19/01/2026	Comments on draft report actioned and report finalised	w/c 19/01/2026

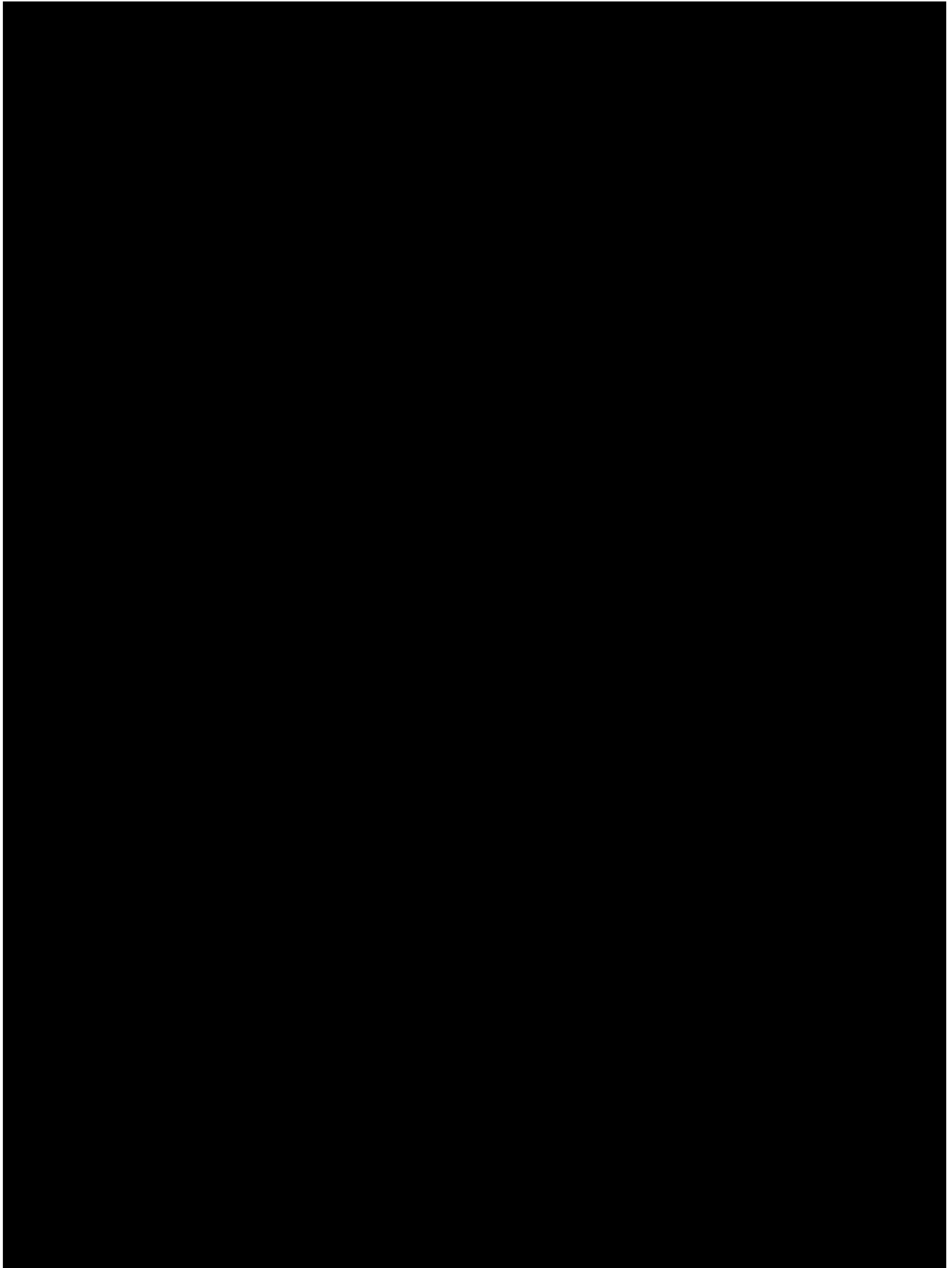
*milestones are subject to approval and could change.

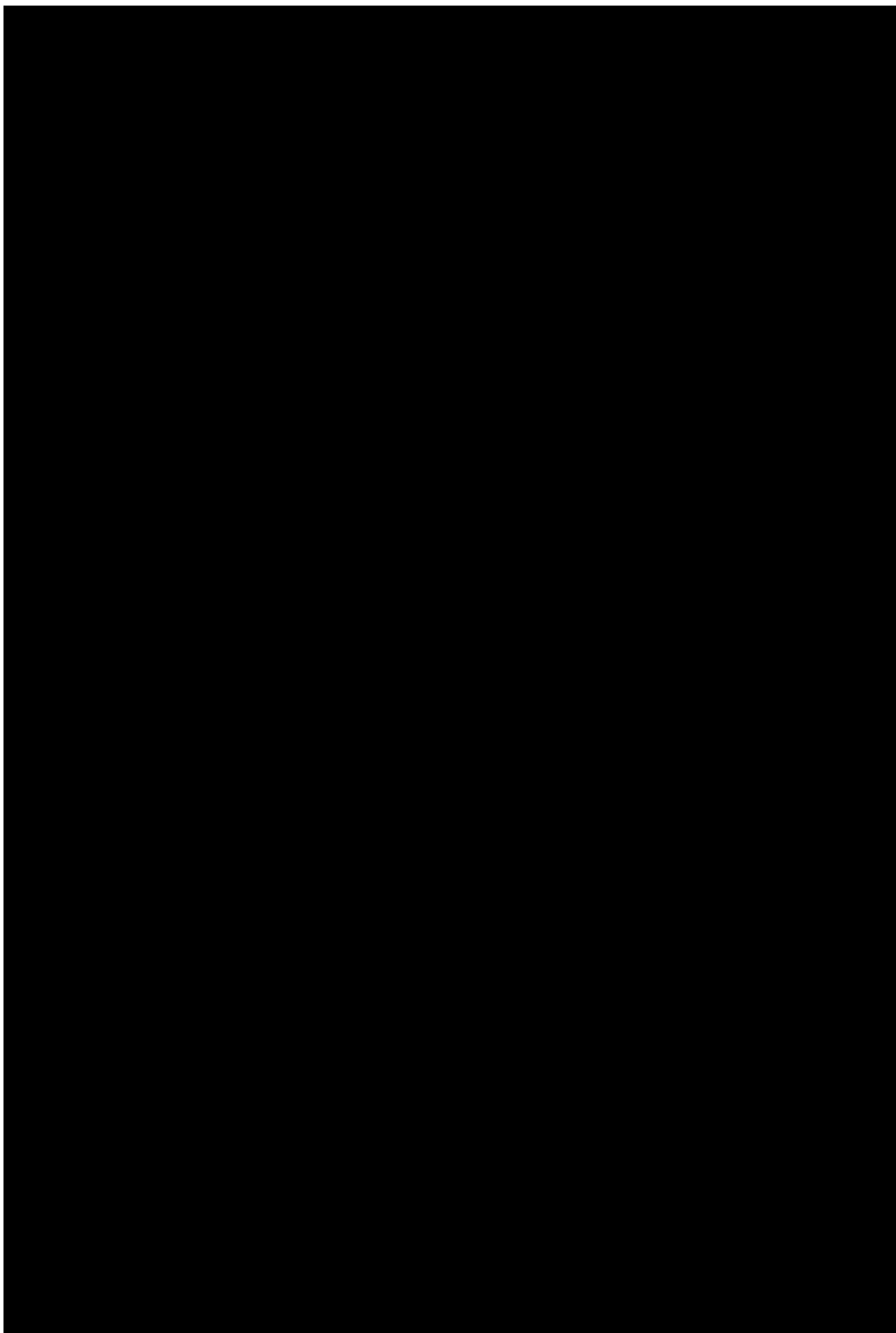
The Framework supplier should set out how they intend to ensure knowledge transfer to the Authority as part of this work. This includes the transfer for insight, expertise, capabilities, and learning.

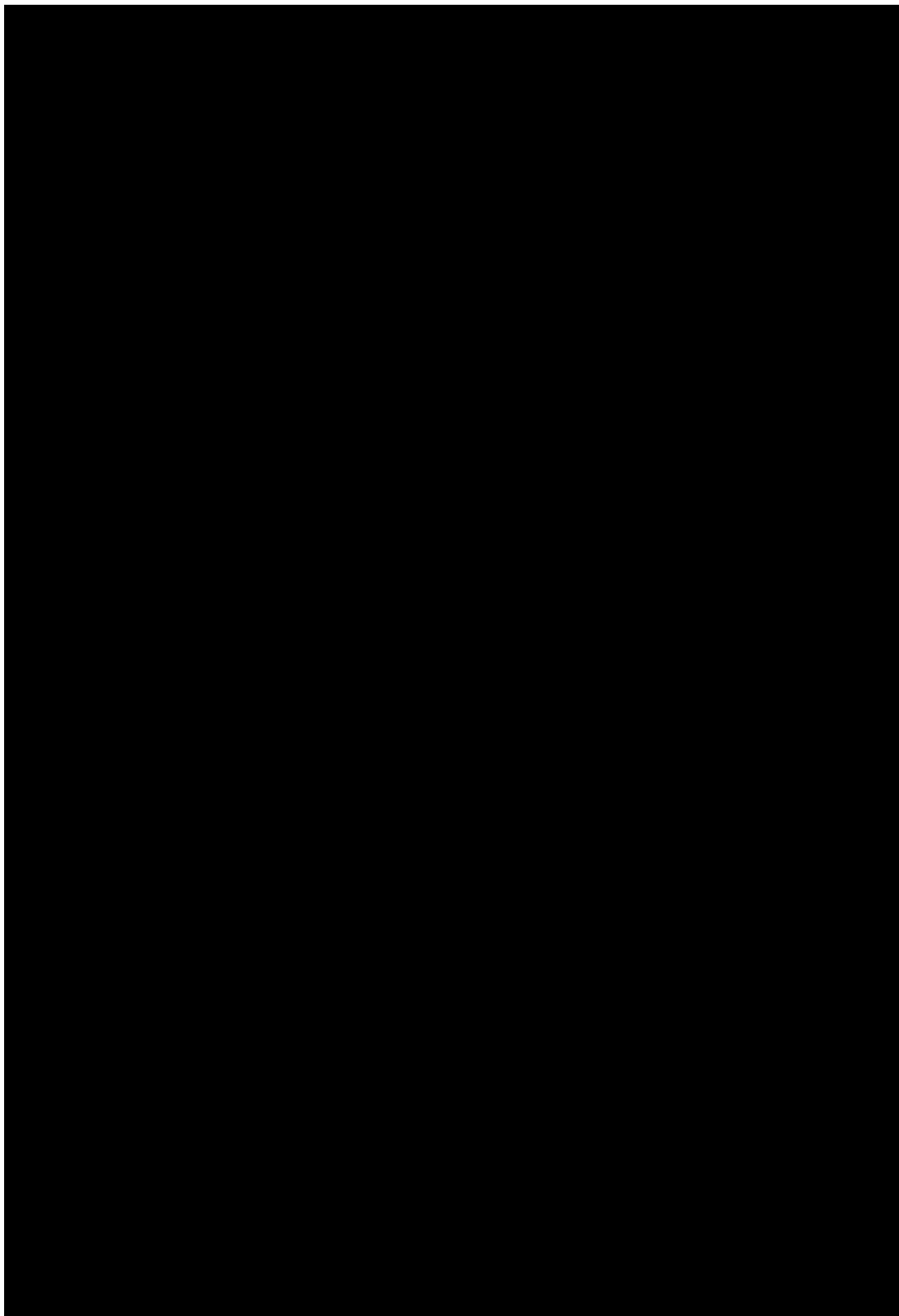
Key Performance Indicators (KPIs)

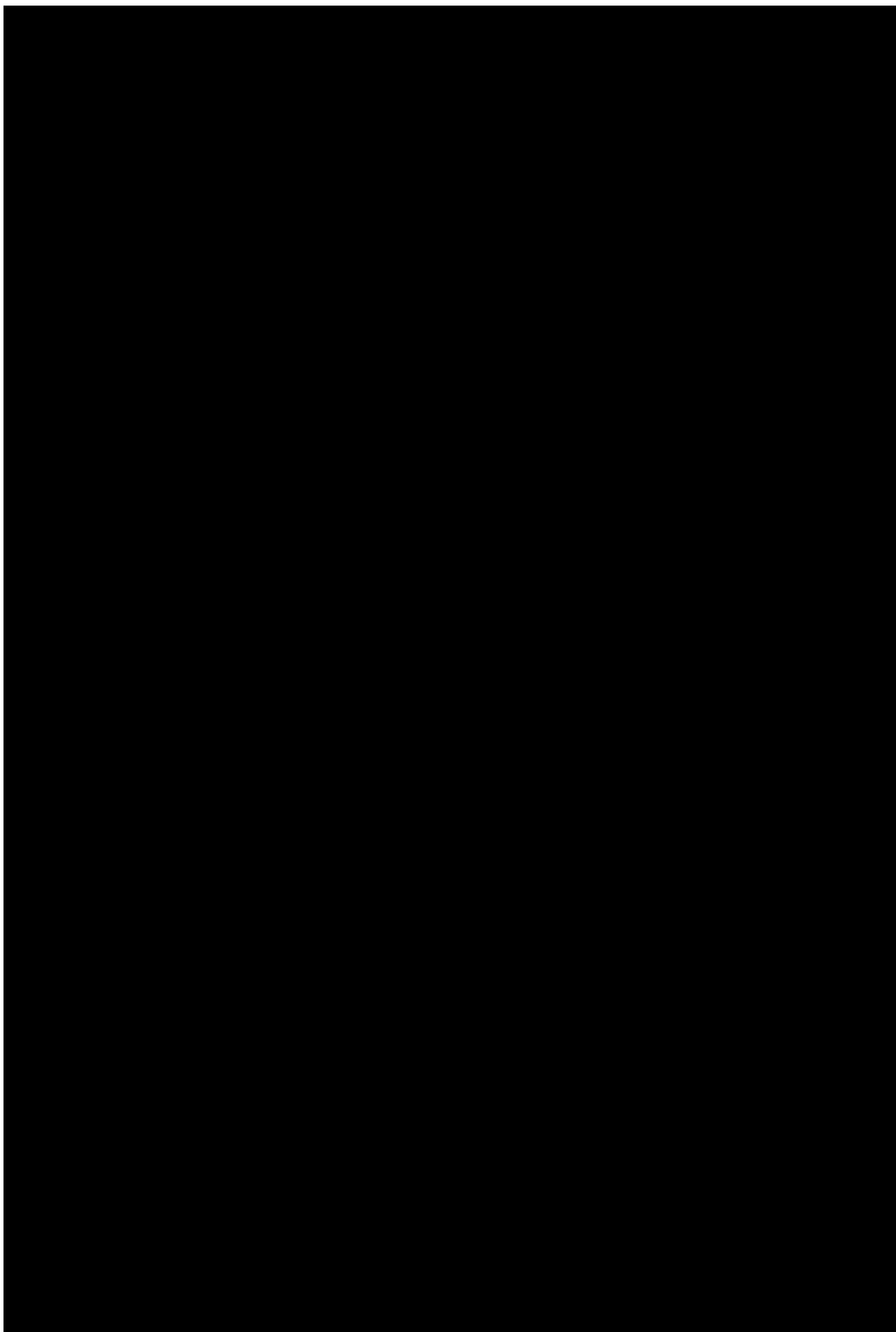
Indicator	Measured by	Target	Review Frequency
Timely delivery of quality outputs	Delivery of project plan for review by CQC.	By the point set in the Framework supplier's timeline and in line with the milestones set out in section one.	Weekly for duration of contract.
	Delivery of draft consultation document		
	Delivery of final consultation document		
	Delivery of interim report		
	Delivery of draft report		
	Delivery of final report		
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.	Fortnightly 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.		

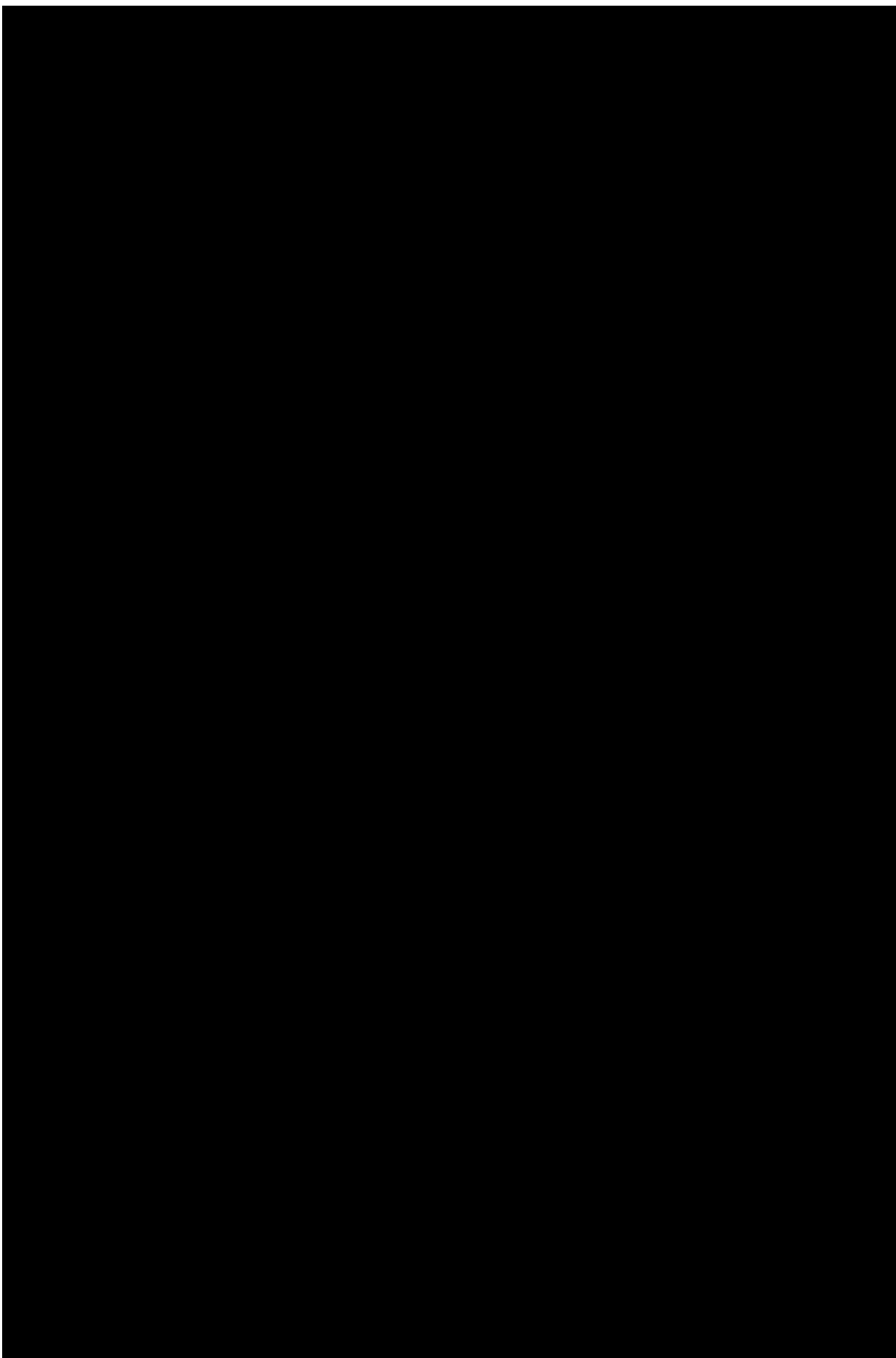
Annex 2 – Supplemental Tender

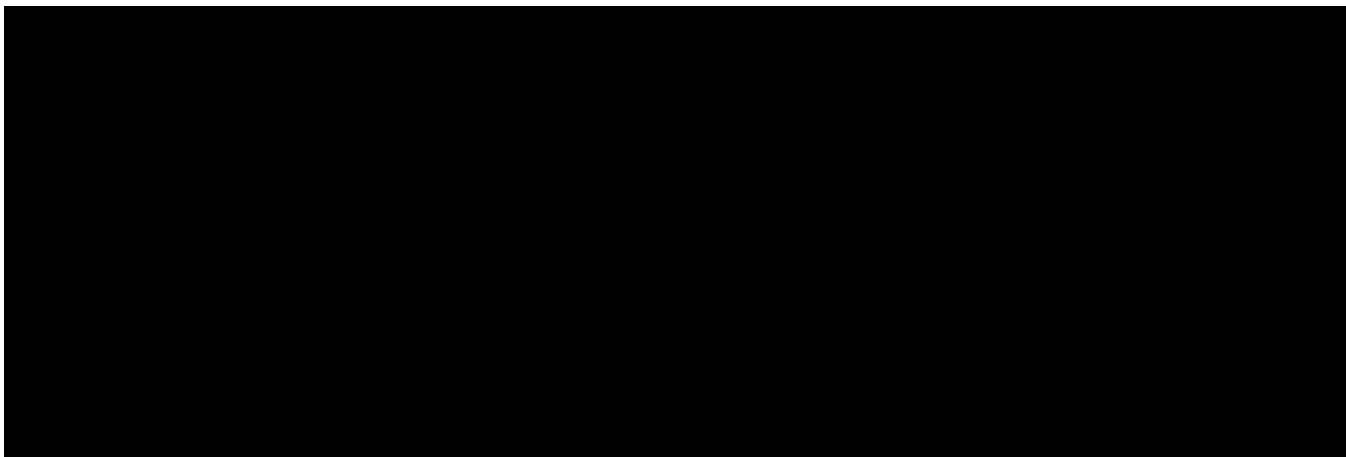


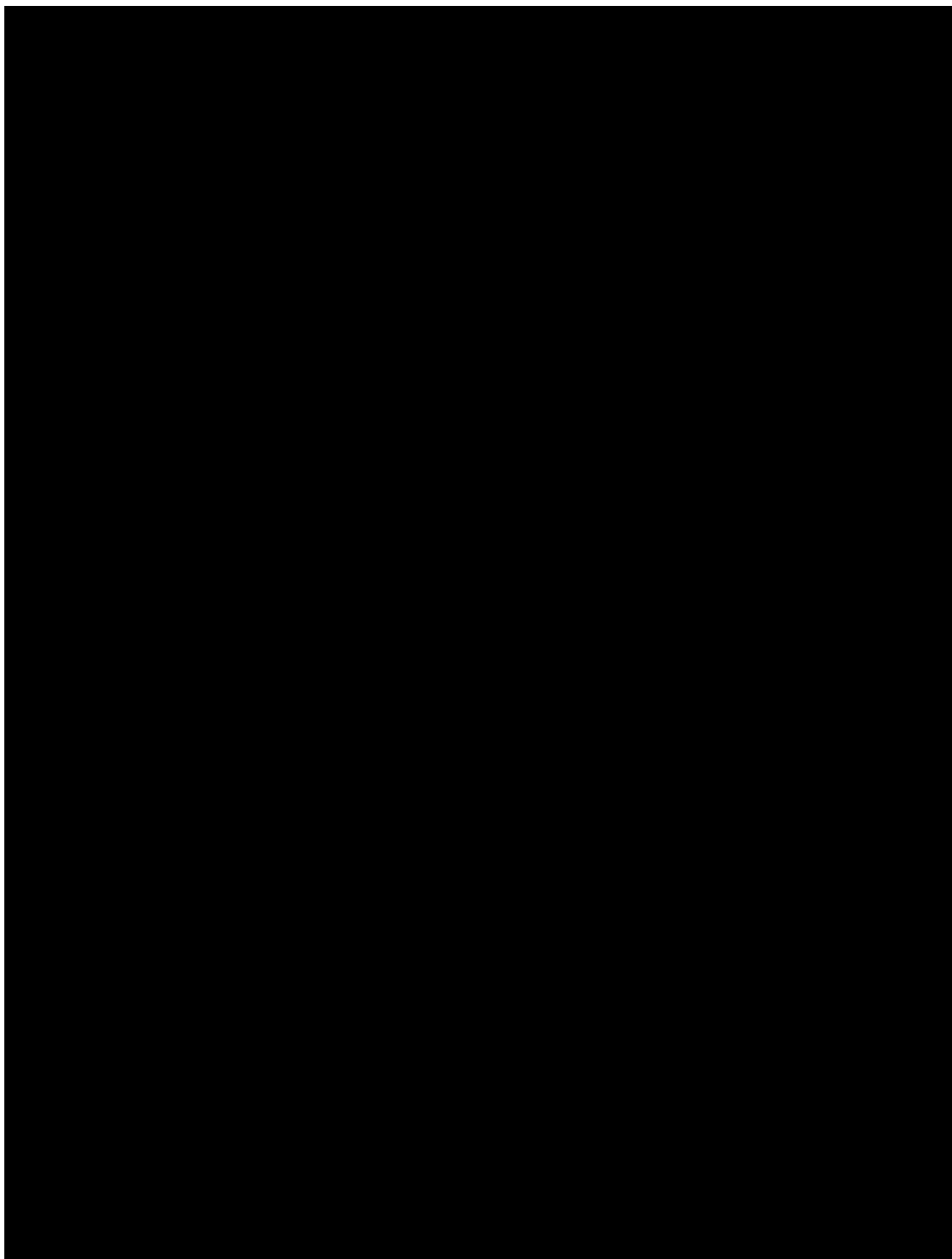


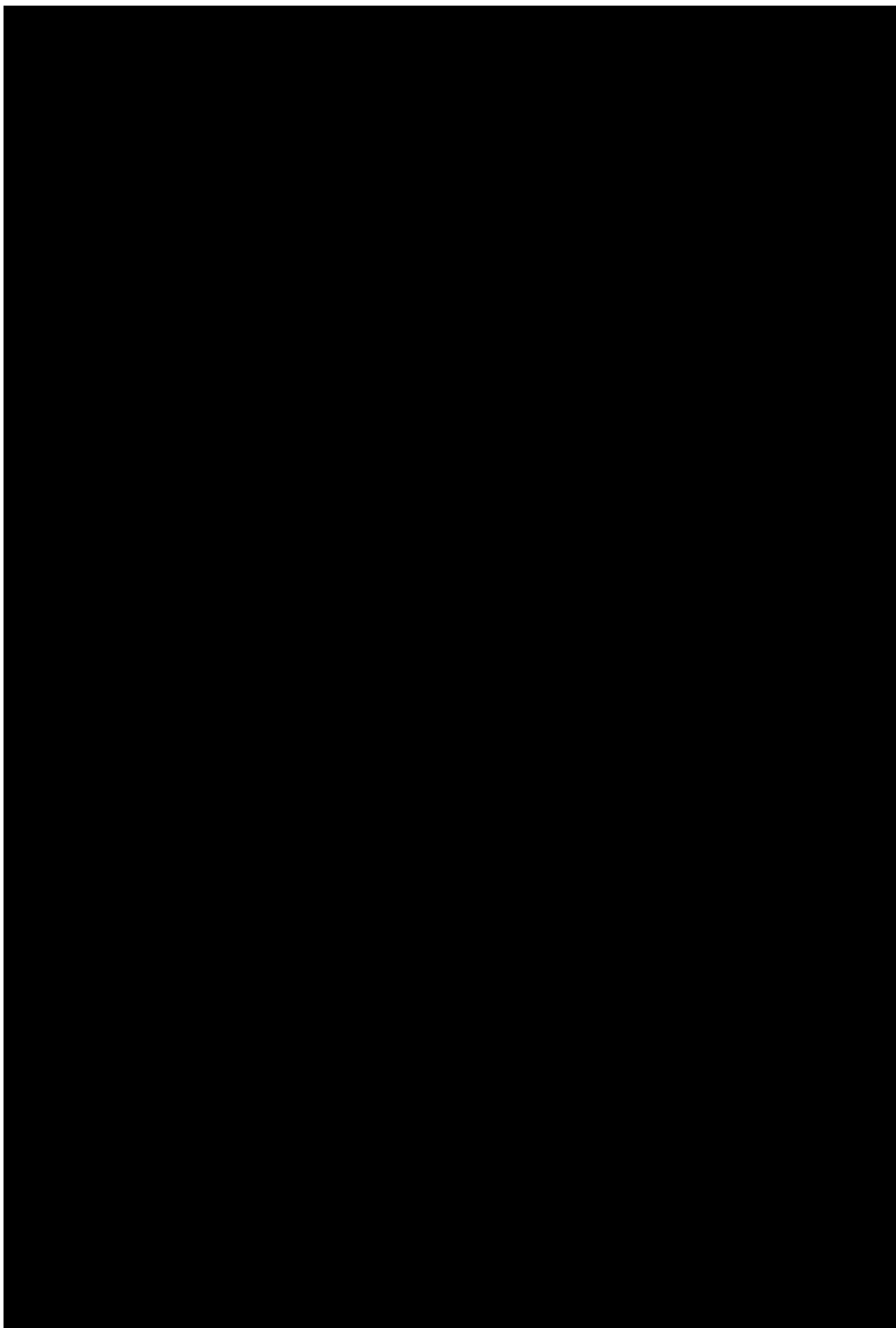


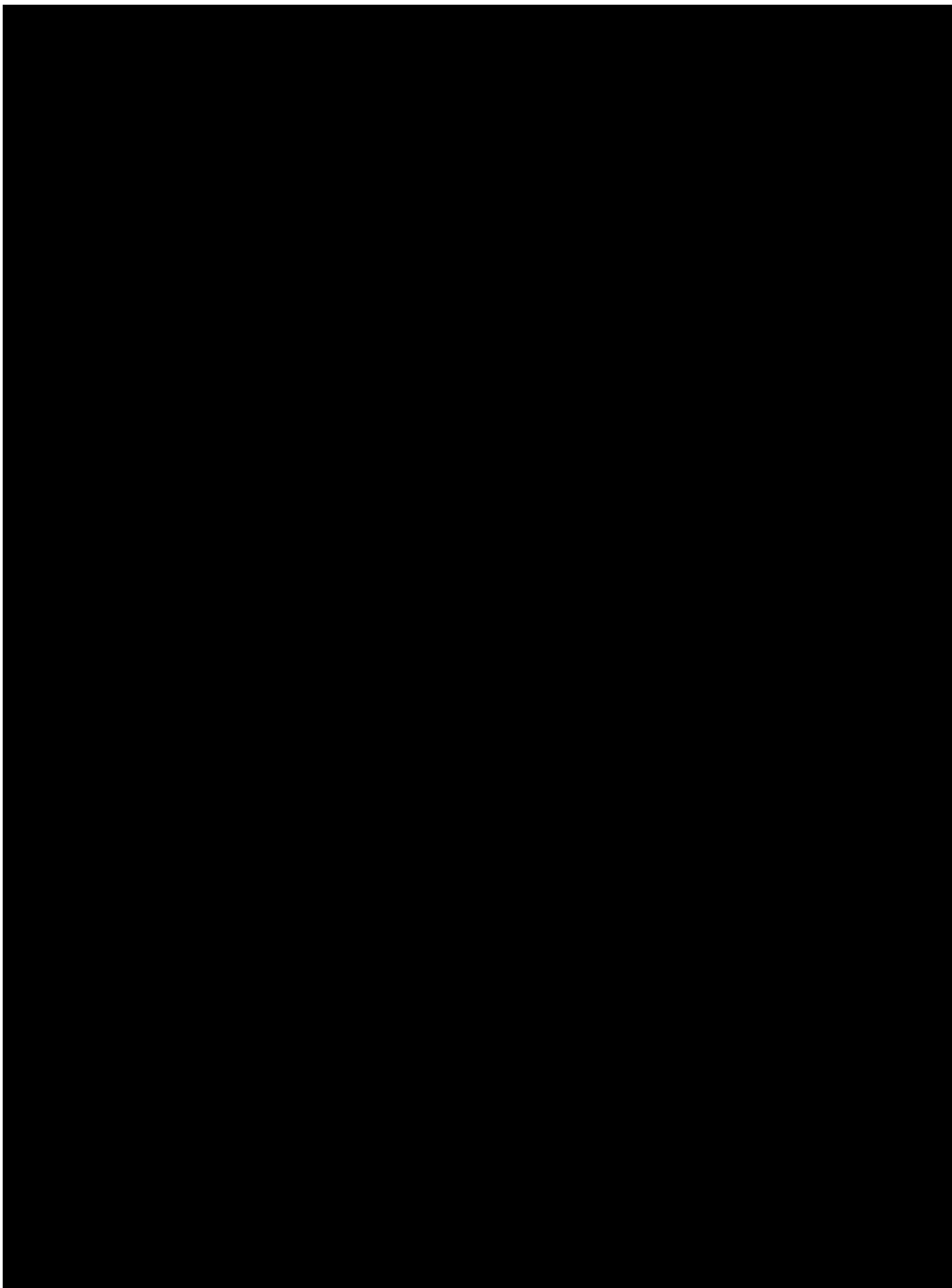


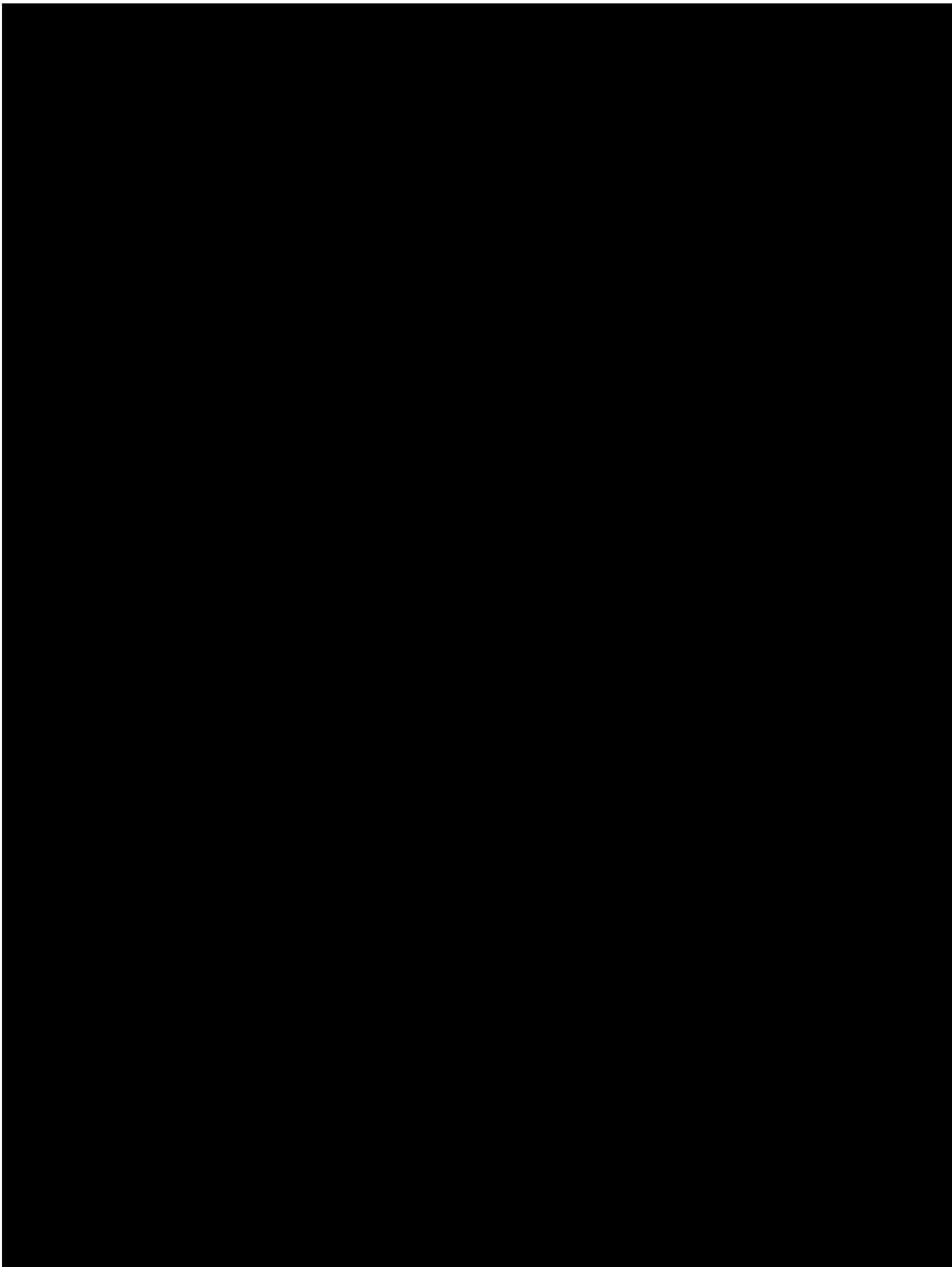


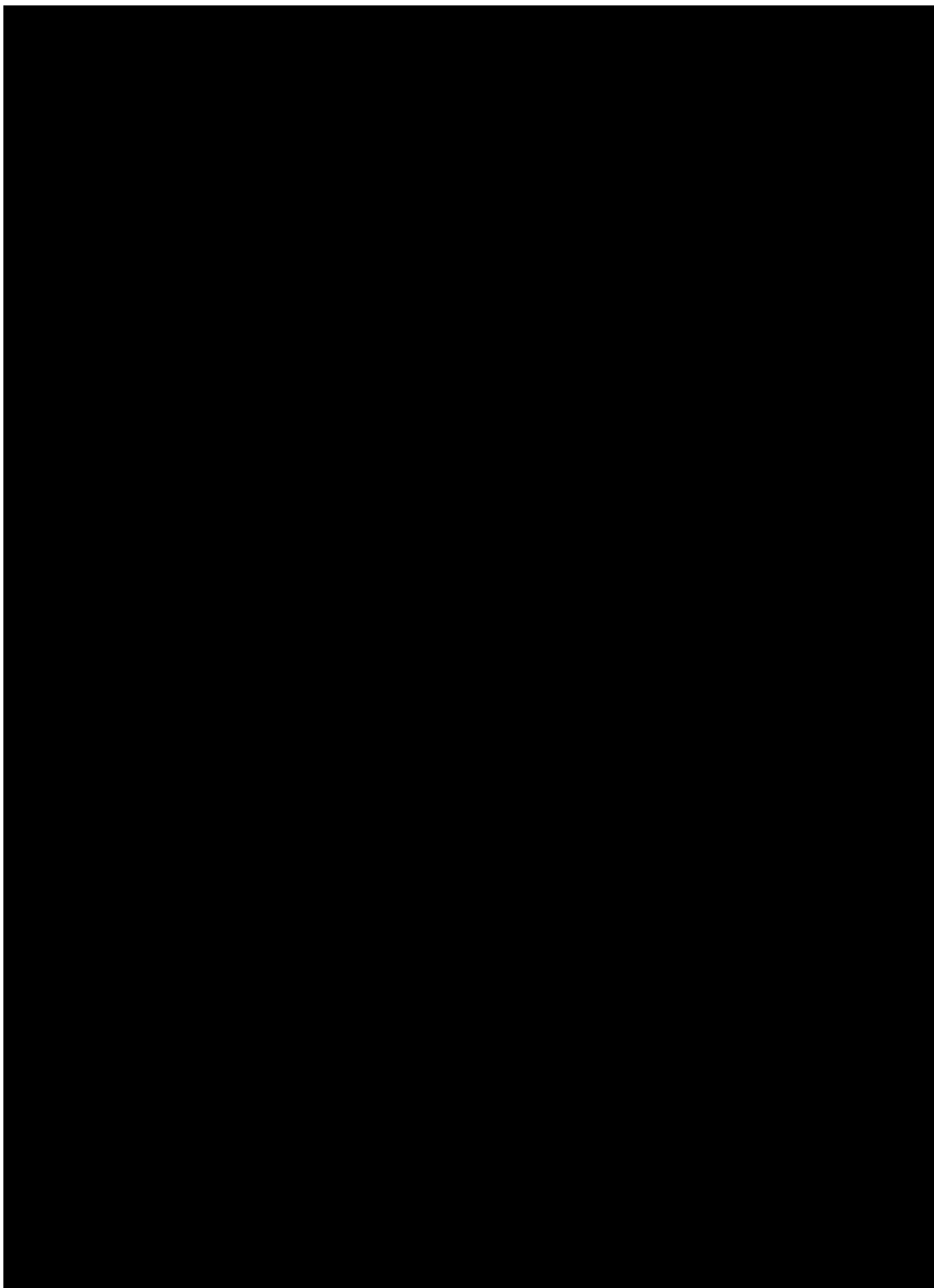












Annex 3 – Data Processing

1. This Annex shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.
 - 1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED]
 - 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
 - 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
 - 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>CQC will be the Data Controller and TONIC will be the Data Processor.</p> <p>The Parties acknowledge that in accordance with Paragraph 2 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • Tonic will process the data and will be responsible for compliance with data subject rights etc.
Subject matter of the Processing	<p>The processing is needed in order to ensure that the Processor (Tonic) can effectively deliver the contract to provide analysis of stakeholder responses to a formal consultation document/survey.</p> <p>The consultation will cover the content of the assessment framework, how we develop our judgements and ratings, the supporting guidance, and the use of scoring and evidence.</p>
Duration of the Processing	13 October 2025 – 12 th January 2026
Nature and purposes of the Processing	<p>Anonymous survey responses to a number of questions about the CQC assessment Framework.</p> <p>No personal identifiable information will be recorded.</p>

Description	Details
	Data will also be used to enable Tonic to analyse insights and draw conclusion from themes and trends
Type of Personal Data being Processed	No personal data will be processed
Categories of Data Subject	CQC staff. Members of the public. Health and social care professionals. Voluntary sector organisation and advocacy representatives. National stakeholder bodies including trade associations.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under law to preserve that type of data	Three months after completion of the contract, all data will be securely destroyed.
Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract and international transfers and legal gateway	CQC will transfer consultation data to TONIC using a CQC-provisioned Microsoft SharePoint site; CQC will invite TONIC to join, and no data will be sent by email. TONIC will then store and process the data only within TONIC's Microsoft 365 Business SharePoint environment, configured for UK data residency. All analysis will be conducted in Microsoft Excel within this environment. Access will be limited to named TONIC analysts assigned to the project, using managed and encrypted devices with multi-factor authentication. We will not use any sub-processors for this project. No international transfers will occur and no remote access from outside the UK will be permitted; accordingly, no transfer mechanism (e.g., UK IDTA or SCCs) is required. On completion, the dataset will be securely destroyed in line with the timetable agreed with CQC and TONIC's retention policy (typically one month post-sign-off unless CQC specifies otherwise).

Description	Details
<p>Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event</p>	<p>TONIC applies layered administrative and technical safeguards aligned to UK GDPR and TONIC's internal policy. Access is strictly role-based and least-privilege; only project analysts can view the data. All user accounts are protected by multi-factor authentication, strong passwords, and centralised account management with prompt removal of leavers. Data are encrypted in transit and at rest within Microsoft 365; analysts work on the SharePoint versions of files, and local downloads and onward sharing are restricted. Devices are company-managed and encrypted, with current anti-malware protections. Data handling follows minimisation principles, and we avoid email for any data transfer, relying solely on the CQC and TONIC SharePoint environments.</p> <p>Activity is logged for audit purposes, and we monitor for suspicious behaviour. We maintain incident response procedures: if TONIC becomes aware of a personal data breach, we will notify CQC without undue delay (and within 24 hours) and cooperate with CQC's assessment and any notifications. Secure destruction/return of data is carried out at project end as agreed with CQC, with deletion confirmed. These measures reflect TONIC's GDPR and security policy framework, including staff training, DLP controls in Microsoft 365, and annual reviews.</p>