

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: Private Public Limited Address: Unit 3 St Saviours Wharf, 23 Mill Street, London, SE1 2BE Registration number: 06405704
3.	Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables, being a research project on people's experiences of care following contact with NHS healthcare services. Our NHS patient survey programme now includes a question asking permission for further contact from CQC to understand personal experiences of care. This is included in our maternity survey, our urgent and emergency care survey, our adult inpatient survey and our community mental health survey. We would like to use this mechanism to explore aspects of patient experience not currently covered in our surveys, such as how individuals are or are not supported to stay well at home upon discharge from hospital.</p> <p>– see Annex 1 (Specification) to this Award Form for full details.</p> <p>This Award Form is issued pursuant to the CQC Research and Evaluation Multi-Lot Framework Agreement, EP&S 052</p>
4.	Contract reference	CQC EP&S 106 - People's experience of care following contact with health & social care services

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	09/04/2025
9.	Expiry Date/	31/03/2026
	Initial Term	12 months
10.	Extension Period	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.	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.

		<p>If there is any conflict, the following order of precedence applies:</p> <ol 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 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. 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.
13.	Special Terms	<ol style="list-style-type: none"> 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>
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	https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.cqc.org.uk%2Fsites%2Fdefault%2Ffiles%2F2024-

	and Security and ICT Policy	02%2F20240220_CQC_Information_Governance_Policies.odt&wdOrigin=BROWSELINK
17.	Charges	£47,862.00 (Including Vat) Initial Term Details in Annex 2 to this Award Form and Schedule 3 of Call-Off Terms and Conditions (Charges)
18.	Estimated Year 1 Charges	£47,862.00 (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	BACS
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	The Supplier shall attend Progress Meetings with the Buyer every monthly. The Supplier shall provide the Buyer with Progress Reports every month.
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: d[REDACTED]
29.	Supplier Compliance Officer	Name: [REDACTED] Job Title: [REDACTED] Email Address: [REDACTED]
30.	Supplier Data Protection Officer	Name: [REDACTED] Job Title: [REDACTED] Email Address: [REDACTED]
31.	Supplier Marketing Contact	Not applicable
32.	Key Subcontractors	[REDACTED] [REDACTED] T [REDACTED] [REDACTED] [REDACTED] [REDACTED]

33.

**Buyer
Authorised
Representative**

[REDACTED]

[REDACTED]

[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:

[REDACTED]

SIGNED for and on behalf of **Private Public Ltd**

Authorised Signatory 1:

[REDACTED]

Authorised Signatory 2:

[REDACTED]

Annexes

Annex 1: Specification

Annex 2: Supplier's Supplemental Tender

Annex 3: Data Processing Schedule

Annex 1 – Specification

Overarching requirement

We are seeking a research project on people's experiences of care following contact with NHS healthcare services. Our NHS patient survey programme now includes a question asking permission for further contact from CQC to understand personal experiences of care. This is included in our maternity survey, our urgent and emergency care survey, our adult inpatient survey and our community mental health survey. We would like to use this mechanism to explore aspects of patient experience not currently covered in our surveys, such as how individuals are or are not supported to stay well at home upon discharge from hospital. We are keen to deliver this work through mixed methods approaches including, for example, questionnaires and interviews. The project must ensure ethical considerations are at the centre of its design and that inclusion and safeguarding strategies are considered as part of project planning.

The purpose of this research is to deliver increased understanding of how people experience transitions between healthcare services, often from a hospital into the community. We are interested in exploring the barriers people face in accessing the care they need, for example, funding for social care support and/or lack of community health and care provision in their local area. Using demographic information captured via the survey, we are keen to focus on challenges faced by particular population groups, such as those who may be frail and/or vulnerable. This increased knowledge and understanding will be disseminated by CQC through our Independent Voice programme with the aim to deliver systemic impact and influence policy making in this space. Outputs from the work we hope would be specifically used in our Independent Voice publications and statutory report to Parliament on the State of Care. We will also use findings to inform the continued redevelopment of our survey programme and our internal decision making and prioritisation.

First study – required by end June 2025

The context for the first study 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. This research will support us to understand the current challenges in delivering this plan. CQC is also committed to pushing for equality of access, experiences and outcomes from health and social care services and this work will support us to ensure these voices are heard by policymakers and system leaders.

The research questions are:

- How do people experience transition from hospital into the community?
- How are people supported to stay well at home?
- What are the barriers to accessing good quality health and social care in the community?
- What are the impacts when people do not get the care they need?

We would expect the research to cover:

- Type of support accessed in the community
- Quality and timeliness of health and care services accessed
- Barriers to accessing the care they needed
- Outcomes for the individual – e.g. did their health deteriorate, did they end up in secondary care again.

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

- Use the sample of respondents to our Adult Inpatient Survey 2023 who:
 - said they either received support after leaving hospital or would have found support useful; and
 - said they were willing to be recontacted for further research.
 There are approx. 900 people in this sample.
- Design and deliver a questionnaire to understand high level details of types of services used/needed in the community and people's experience of those services. We expect this to be primarily useful for identifying candidates for detailed interviews but may also yield useful high levels findings of people's experiences.
- Design and deliver a minimum of 20 interviews with people to understand their experiences of care, with a particular focus on the 'research questions' and 'we would expect the research to cover' points listed above.

The outputs required from this research should include:

- Research instruments, to be signed off by CQC prior to fieldwork (questionnaire, discussion guide)
- Methodology, including ethical considerations and data caveats
- Thematic analysis of primary data, including descriptive results of any survey data.
- Case studies and quotes 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 30 April 2025
- Delivery of interim findings by 6 June 2025
- Delivery of findings report by 30 June 2025

We appreciate these timings are tight, please consider in your response what is achievable or not during these timelines.

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

- Their proposed approach to delivering the first study outlined above
- Their approach to contacting and eliciting responses from hard-to-reach groups, and ways to overcome low response rates from these groups.

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 methodology.		
	Delivery of final methodology.		
	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.		

1. DURATION OF CONTRACT

Start Date	End Date	Extension Options (If Applicable)
09/04/2025	31/03/2026	Up to 12 months

2. COST ENVELOPE

Cost Envelope
£30,000 to £50,000 (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:

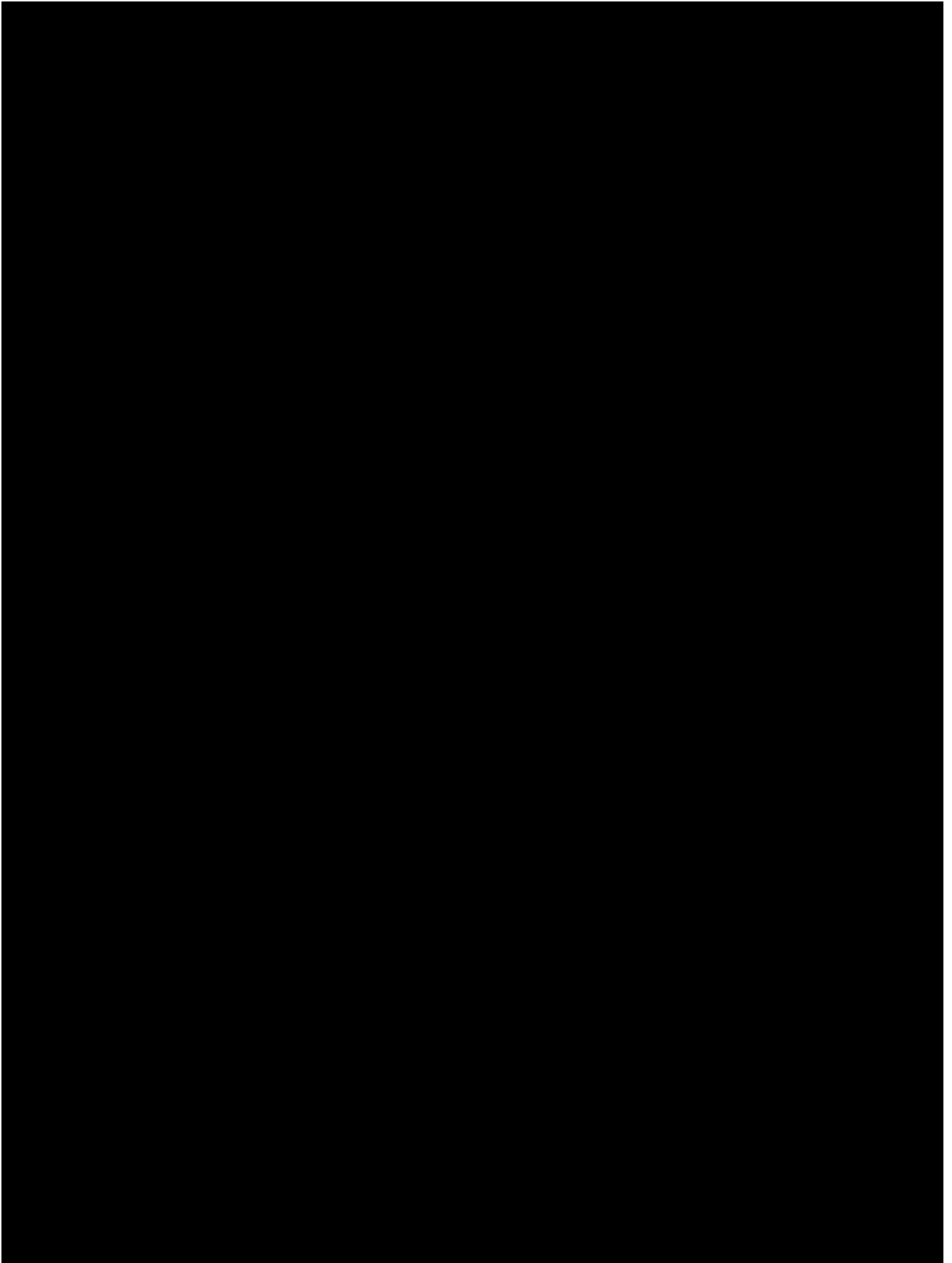
- Appoint a contract and/or a programme manager to oversee the work and liaise with and report to the Authority.
- Ensure delivery against the timeline and milestones, managing contingencies, risks, issues, and mitigations.
- Work within agreed key performance indicators relating to quality, delivery 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.

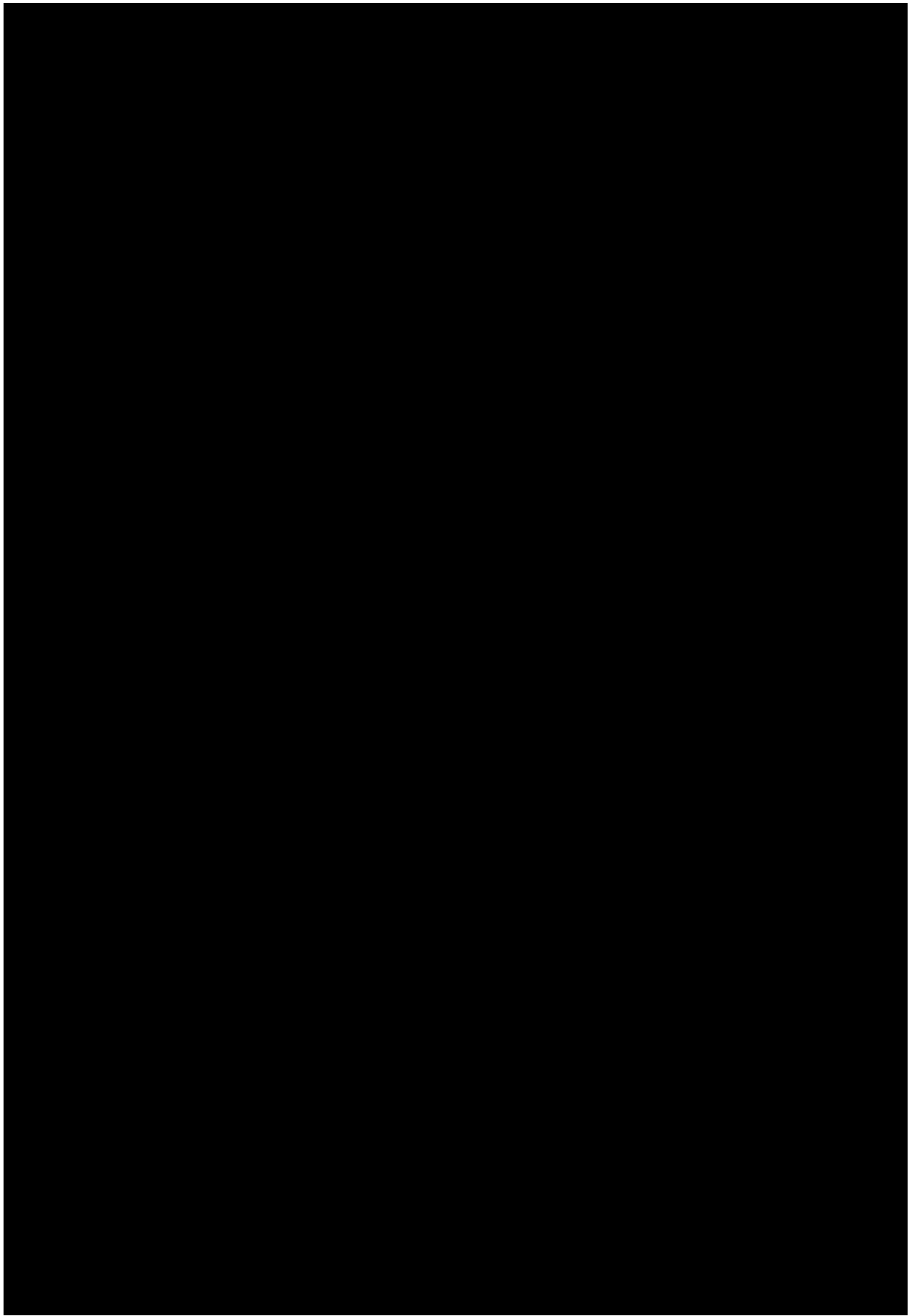
- Communicate and meet online with the Authority at the agreed frequency, providing the Authority with timely and ongoing information relating to the programme delivery and progress, including costs and any emergent risks, issues, and associated mitigations.

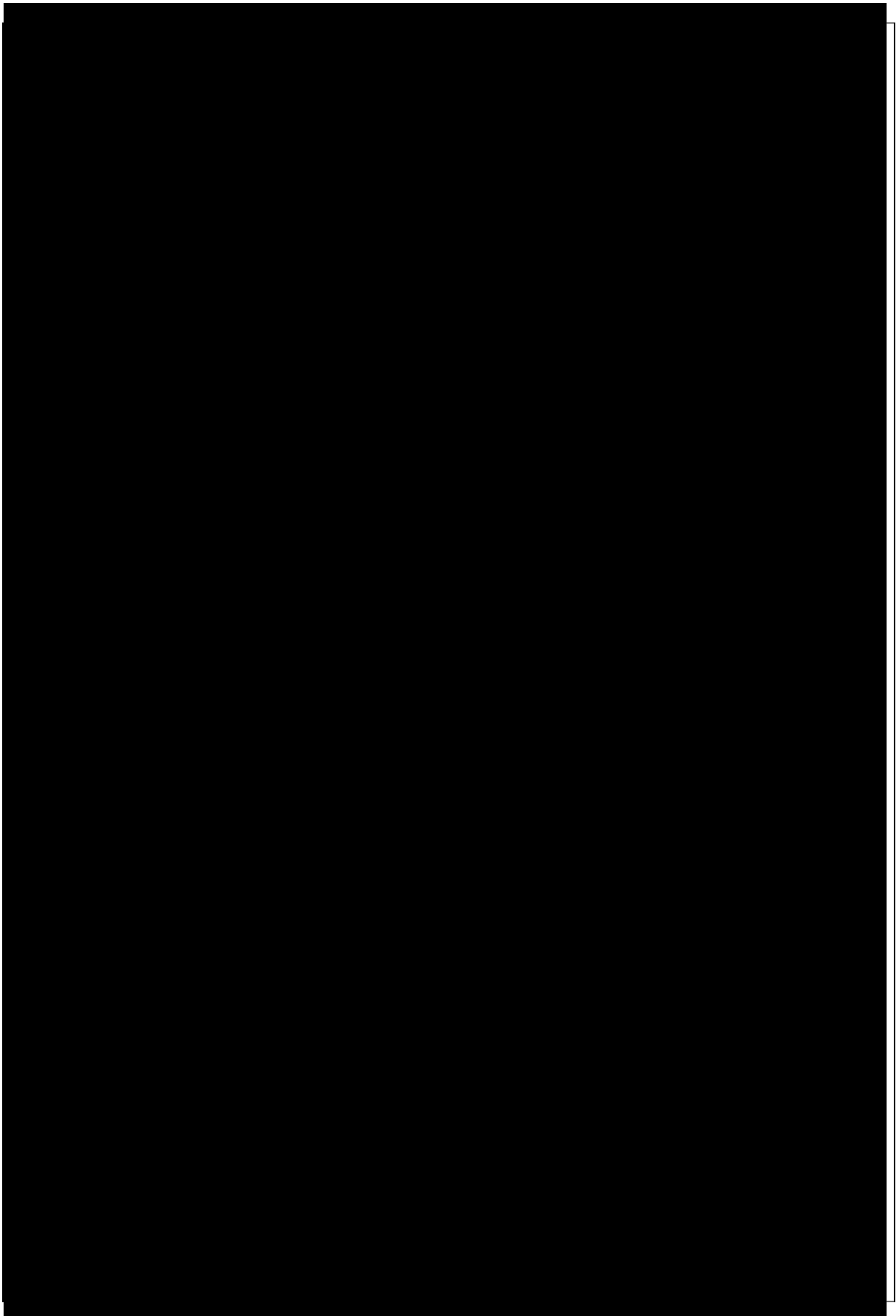
4. USE OF FINDINGS BY THE TENDERER

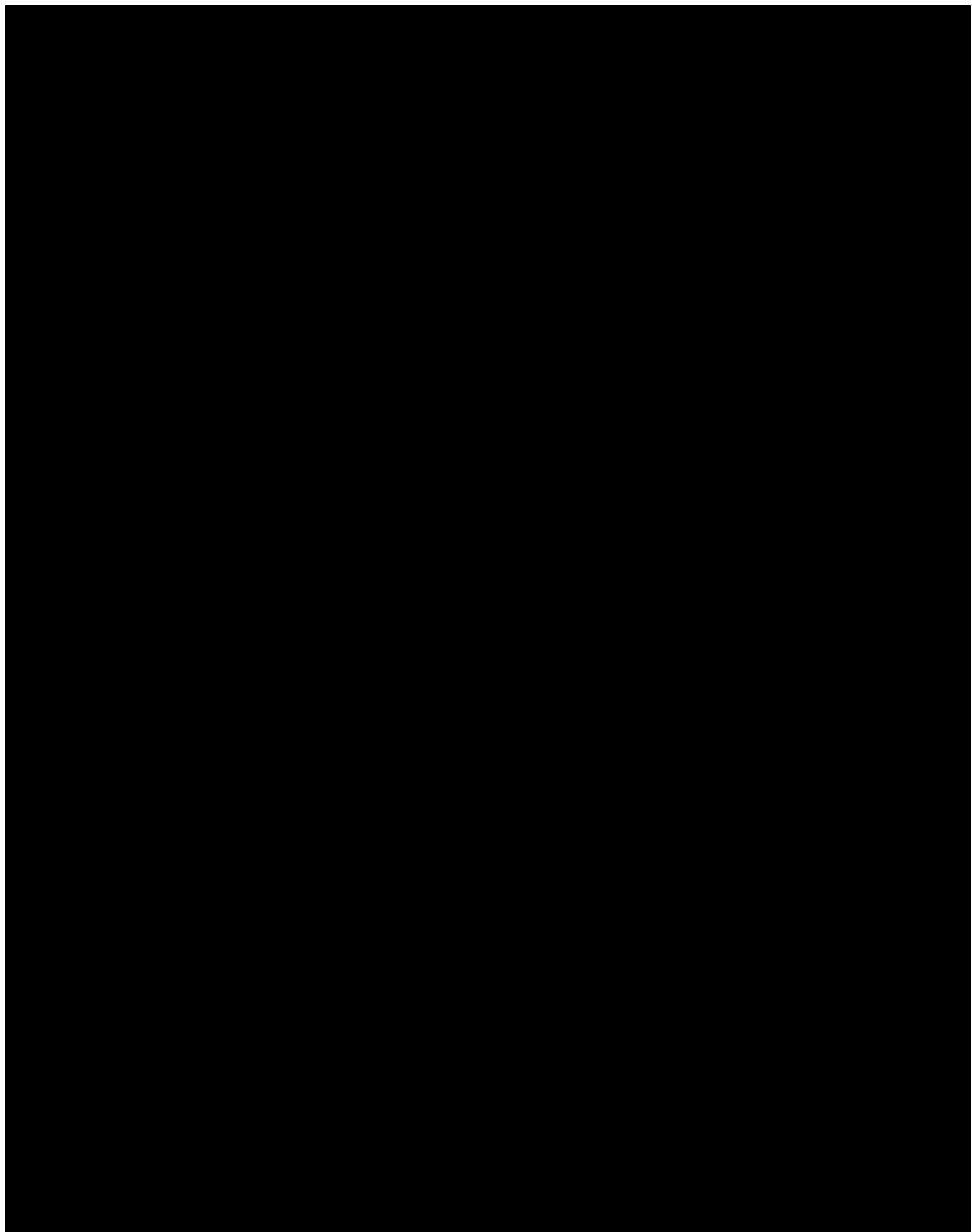
The tenderer may use information collected and generated through the work if they obtain consent from CQC before using the information (including findings or outputs) in published works and articles.

Annex 2 – Supplemental Tender



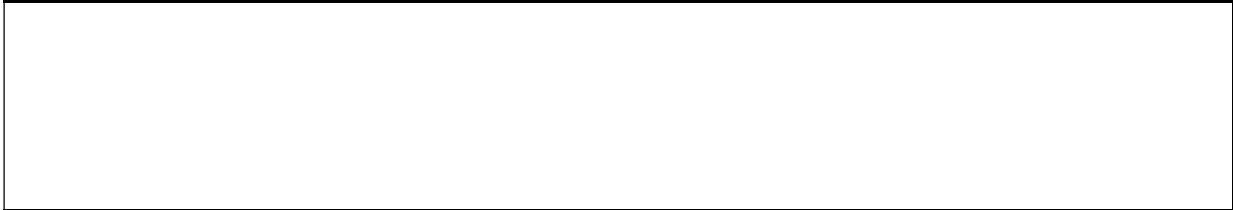
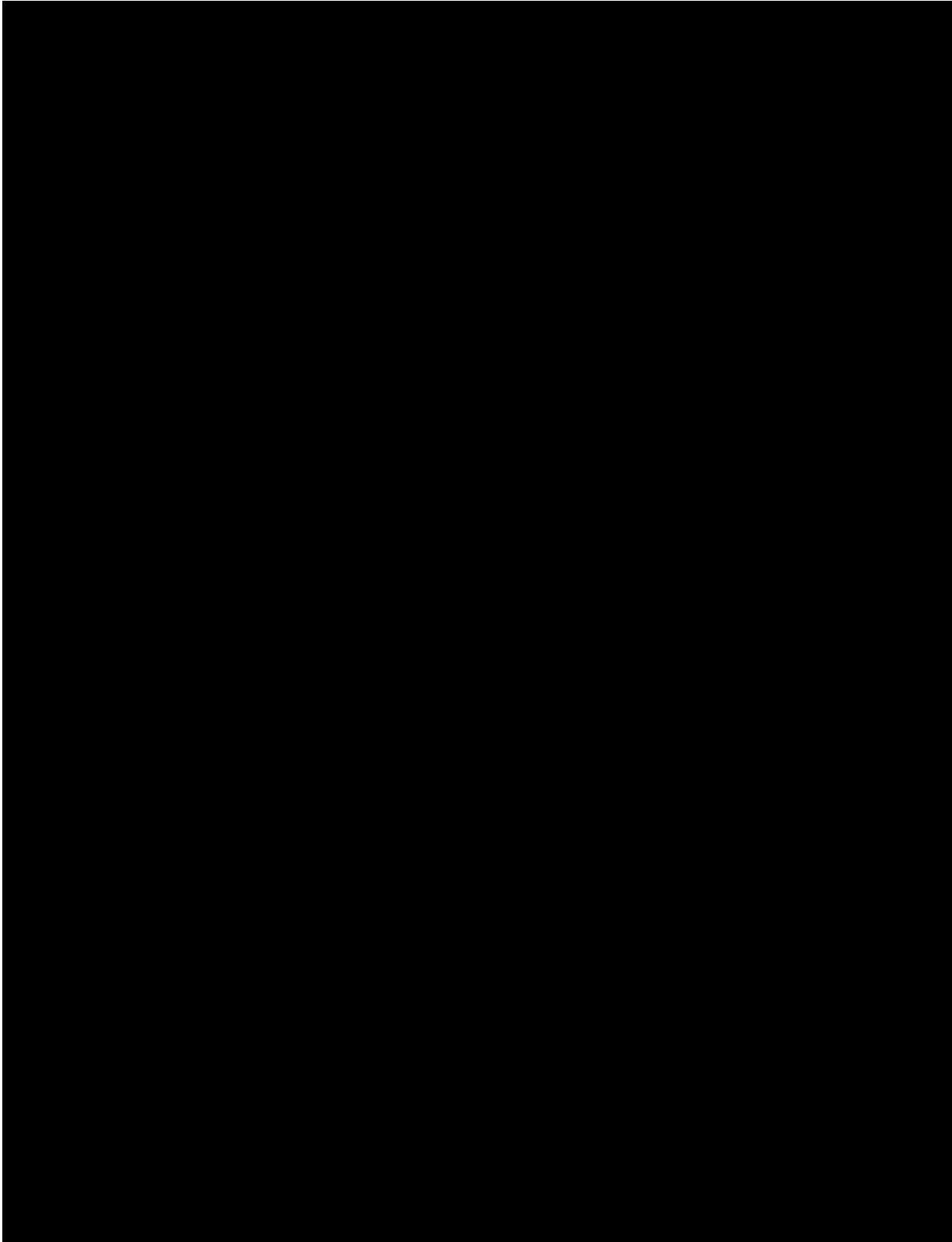


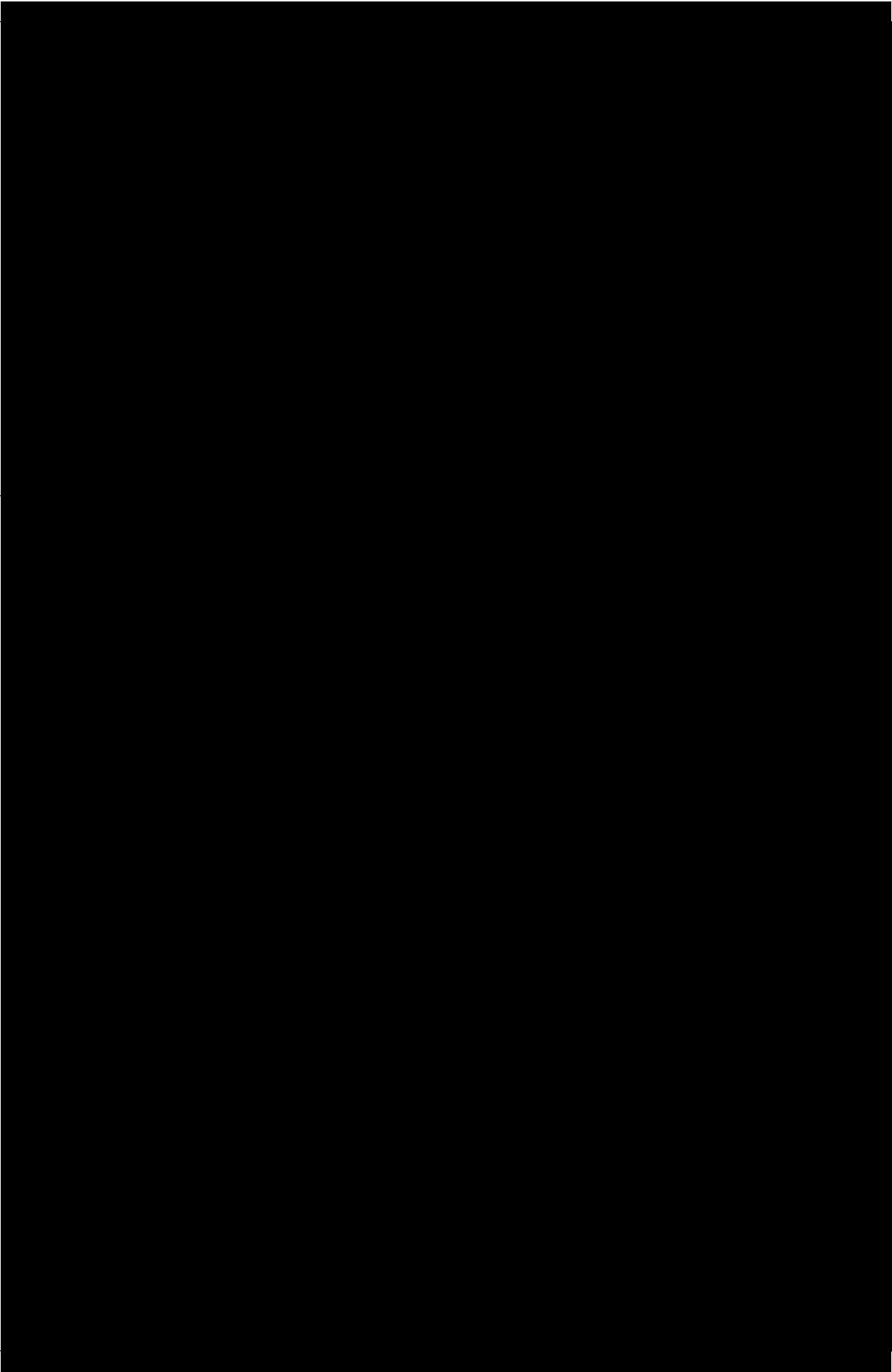


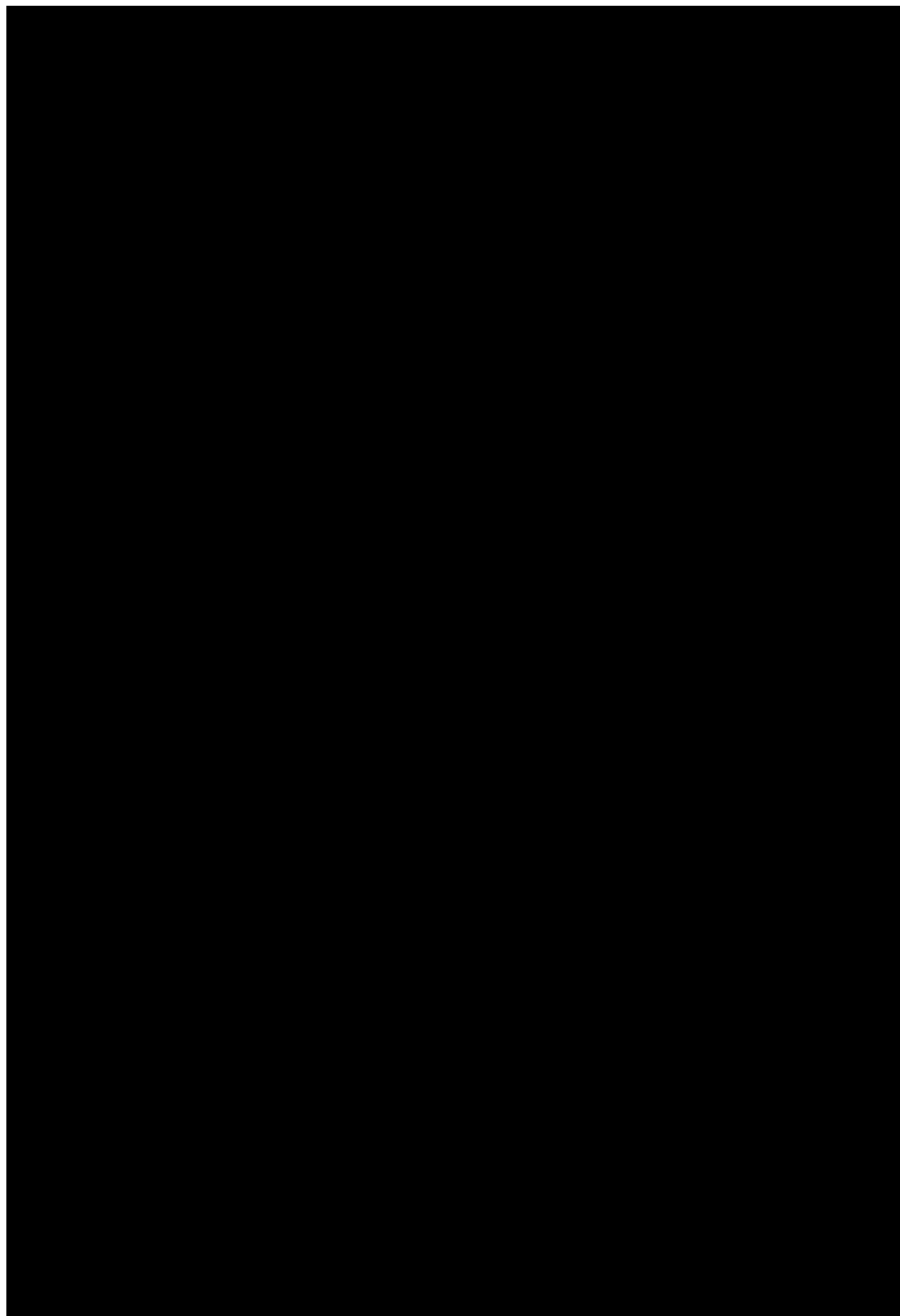


[REDACTED]

[REDACTED]







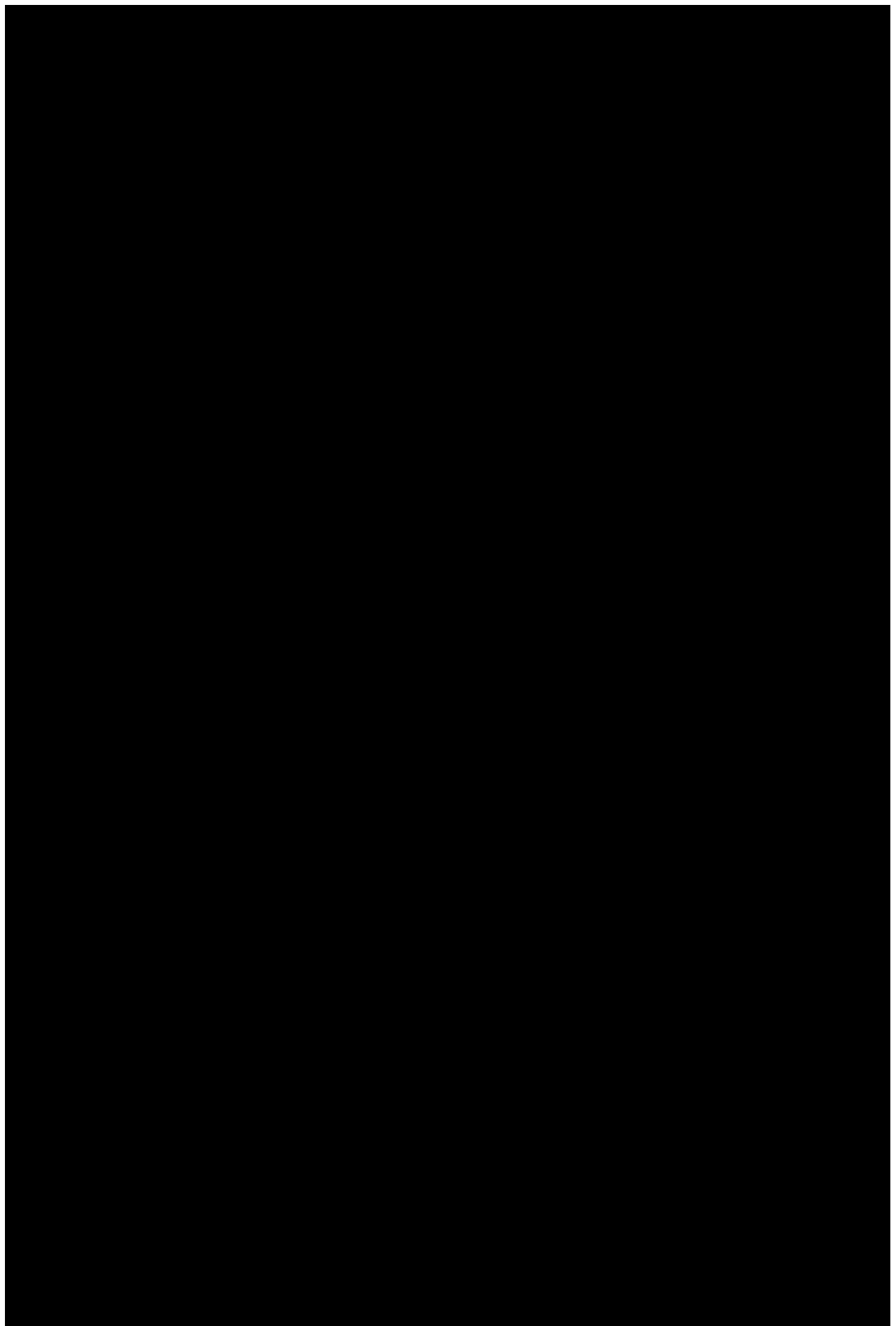
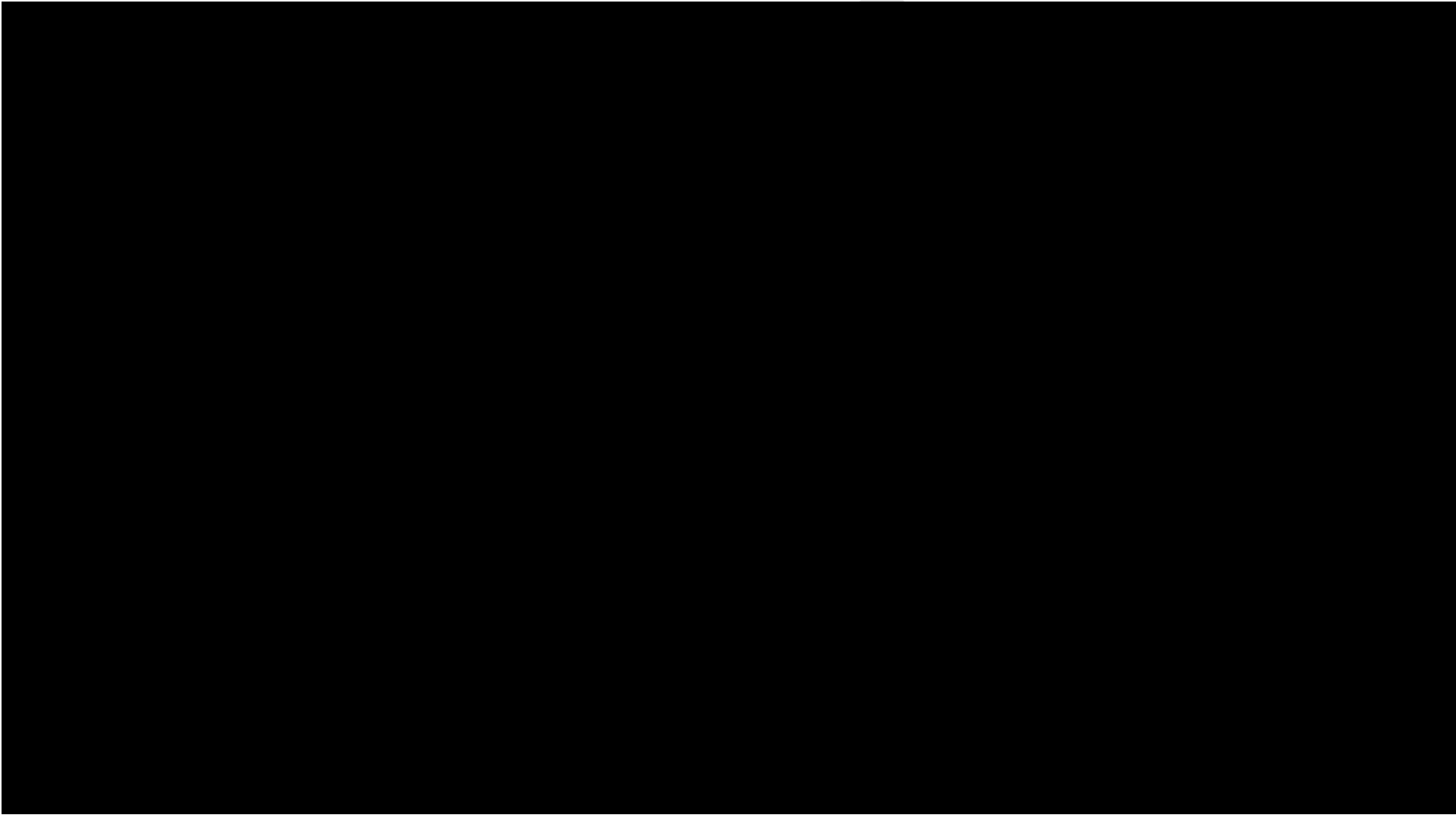


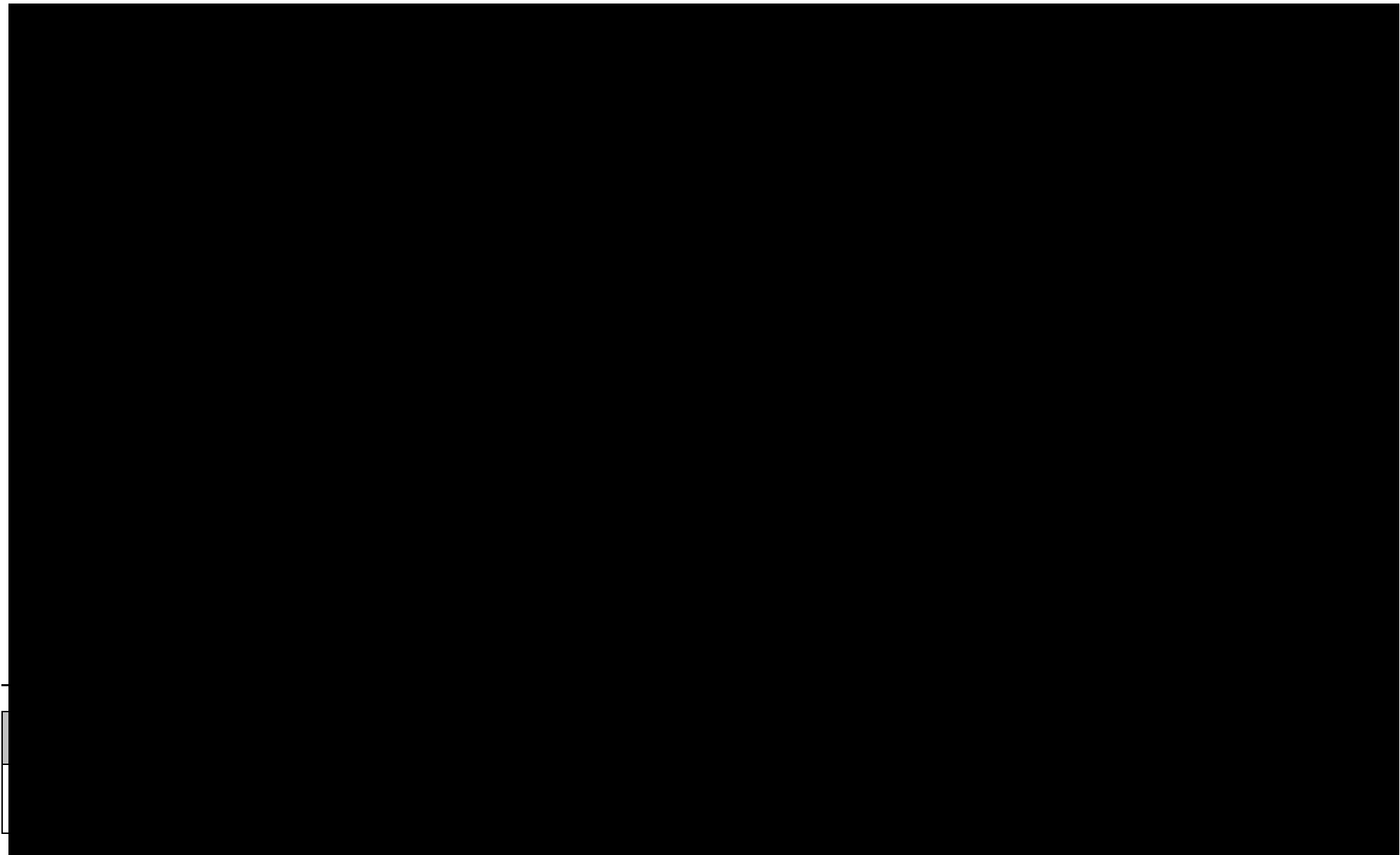


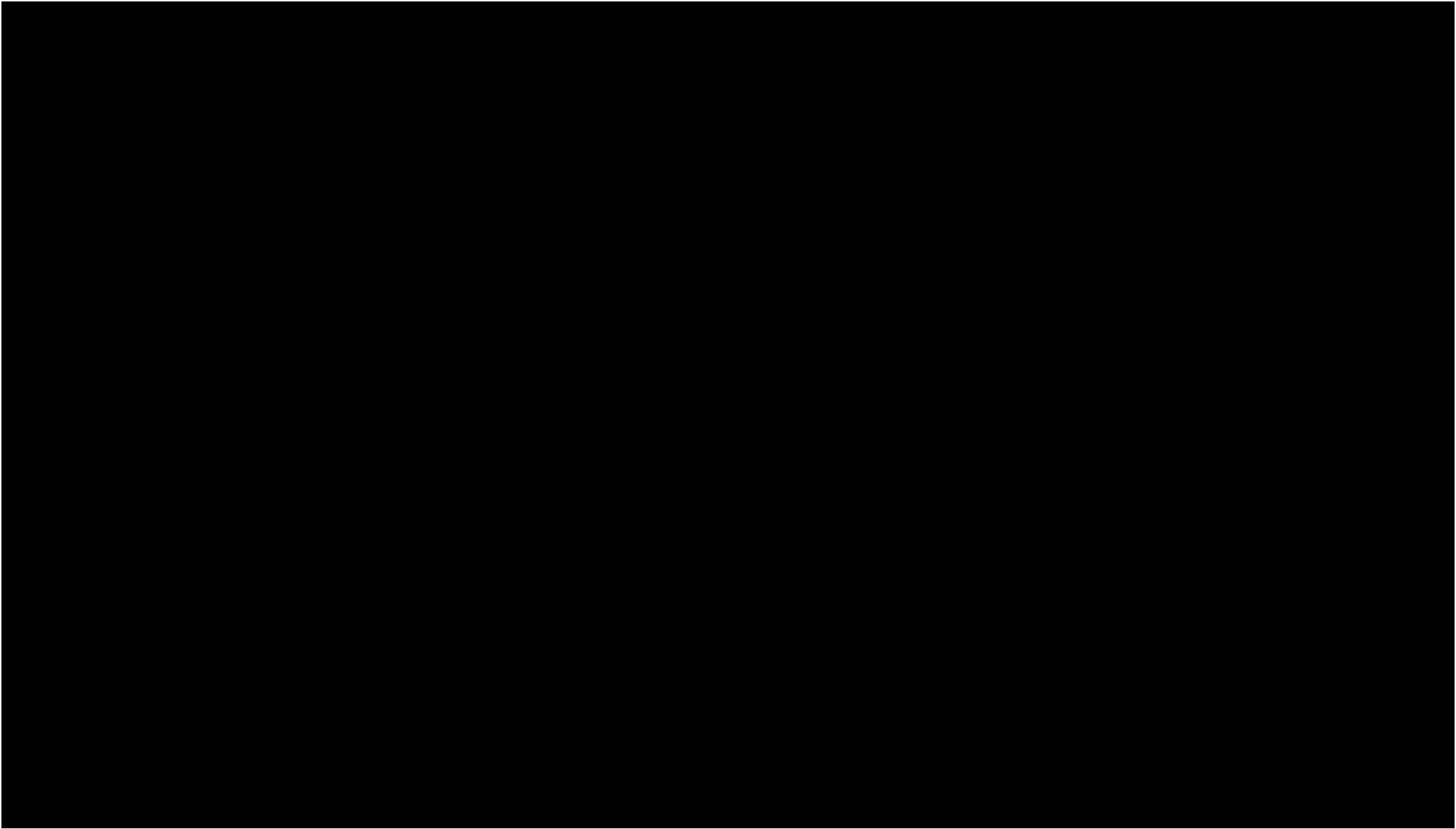
Table A - Day Rate Card

[illegible]

Table B - Price Table







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]

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

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

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none">• Personally identifiable information of Supplier Personnel for which the Supplier is the Controller,• Personally identifiable information of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under this Contract) for which the Buyer is the Controller,• Personally identifiable information will be shared by CQC (the Buyer) to enable the Supplier to run a survey, conduct detailed interviews and carry out thematic analysis. The Supplier is an Independent Controller for this activity and

Description	Details
	CQC is an Independent Controller for the recontact data that it holds.
Subject matter of the Processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide analysis and insights of people's experience of care following contact with health and social care services.
Duration of the Processing	09/04/2025 to 31/03/2027 (Including optional extension)
Nature and purposes of the Processing	<p>Transfer of personal data (name and contact details of participants of CQC surveys who have consented to be recontacted for further research) from the Buyer to the Supplier is necessary so they may contact and recruit participants in a study to understand people's experiences of care following contact with health and social care services. Personal data will be transferred via a password-protected attachment, with the password shared in a separate communication</p> <p>For people who consent to participate in this study, the Supplier will collect experiences of care through a survey (method not yet defined, but likely to be a combination of online, post and</p>

Description	Details
	<p>telephone), and for a sub-set of those a more detailed telephone interview.</p> <p>The Supplier will then transfer back to the Buyer:</p> <ul style="list-style-type: none"> • Anonymised: <ul style="list-style-type: none"> ○ responses and summary of findings from the survey. ○ analysis of themes found in the study • Pseudonymised: <ul style="list-style-type: none"> ○ interview transcripts ○ case studies and quotes <p>All personal data must be stored in an access-controlled location.</p>
Type of Personal Data being Processed	Name, email address, age, gender, ethnic origin, indices of multiple deprivation, sub-ICB, patient experience of care.
Categories of Data Subject	Patients

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 held by the Supplier to be destroyed within 6 months of the end of the contract.</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>All personal data will be processed within the England as such for this contract no adequacy decisions or SSC's (Standard Contractual Clauses) are required. No international transfers will take place under this contract. Any data that is transferred between responsible organisations and partners working on this contract will be within England and Wales will be done so as permitted under the UK GDPR regulations.</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</p>	<p>All personal data is stored in a secure, England-based cloud environment provided by Microsoft with restricted access (dual factor authentication), encryption, logs, limited access and regular testing. National Voices uses an external provider who manages data security, backups, and recovery in line with ISO 27001 standards. National Voices also has received cyber essentials accreditation.</p>

Description	Details
that breach of security relates to data) or a Data Loss Event	