

DPS SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

CCZZ18A43 Rough Sleeper Initiative Evaluation

Dear REDACTED

Letter of Appointment

This letter of Appointment is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS and the Supplier dated 16th February 2018

Capitalised terms and expressions used in this letter have the same meanings as in the Contract Terms unless the context otherwise requires.

Order Number:	To be confirmed
From:	The Ministry of Housing, Communities and Local Government with offices at 2 Marsham St, Westminster, London SW1P 4DF ("Customer")
To:	Market and Opinion Research international Limited with registered offices at 3 Thomas More Square, London, England, E1W 1YW ("Supplier")

Effective Date:	29 th November 2018
Expiry Date:	End date of Initial Period: 30 th September 2020 (22 months) The Customer reserves the right to end the Contract after the delivery of milestone 4 prior to the evaluation of next year's (2019-2020) RSI funding. This decision is subject to further funding approvals and the decision on whether to proceed to Stage 2 will be shared with the Supplier as soon as possible.

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by the Customer's Project Specification attached at Annex A, the Supplier's Proposal attached at Annex B and Contract Pricing at Annex C.
--------------------	---

Key Individuals:	<u>For the Customer</u> REDACTED
------------------	--

	<u>For the Supplier</u> REDACTED
Guarantor(s)	N/A

Contract Charges (including any applicable discount(s), but excluding VAT):	<p>The Contract value shall not exceed £300,000.00 excluding VAT. Stage 1 (evaluation of the 2018/19 fund) shall be made in line with the price schedule included at Annex C - Contract Pricing. This price is inclusive of all expenses. The Stage 1 pricing shall be used for benchmarking purposes for Stage 2 (evaluation of the 2019/20 fund). Payment for Stage 2 shall be made in line with the rate card included at Annex C - Contract Pricing. The rates within the rate card shall be held firm for the entire Contract period and are inclusive of all expenses.</p> <p>Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables and subject to sign-off by the Customer's Contract Manager. Payments shall be made in milestones and in line with Key Milestones 1-3. Before payment can be considered, each invoice shall include a detailed elemental breakdown of work completed and the associated costs, as well as the Customer's Purchase Order number</p>
Insurance Requirements	No additional insurance requirements above those stipulated in the Framework Terms and Conditions.
Customer billing address for invoicing:	All invoices should be sent to: Ministry of Housing, Communities and Local Government, Invoice Processing team, Finance Shared Services Division, High Trees, Hillfield Road, Hemel Hempstead, Herts, HP2 4XN. Email CLGInvoices@communities.gsi.gov.uk

Alternative and/or additional provisions (including Schedule 6 (Additional clauses)):	N/A
---	-----

FORMATION OF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Supplier agrees to enter a Contract with the Customer to provide the Services in accordance with the terms of this letter and the Contract Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Contract Terms.

The Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Supplier within two (2) Working Days from such receipt

For and on behalf of the Supplier:

Name REDACTED

Title REDACTED

Signature: REDACTED

For and on behalf of the Customer:

Name REDACTED

Title REDACTED

Signature: REDACTED

Date: REDACTED

Date: REDACTED

ANNEX A

Customer Project Specification

1. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 1.1 The Rough Sleeper Initiative (RSI) is an initiative targeted at 83 local authorities with the highest level of rough sleeping in the UK. The initiative encompasses a package of bespoke measures developed by the local authorities and their respective RSI advisers, who are the authorities' experts on rough sleeping. The initiative seeks to support the most vulnerable individuals within society off the streets, consequently reducing the number of people sleeping rough this year and next, as well as continuing to reduce numbers thereafter through effective delivery of the tailored local interventions.
- 1.2 This Contract shall cover an evaluation of the 2018/19 fund (Stage 1) and potentially the 2019/20 fund (Stage 2). Stage 2 - the evaluation of the 2019/20 fund - is subject to further funding approval and is not specified in detail at this stage.
- 1.3 The lessons learned from the evaluation of the 2018/19 fund will be used to inform future iterations of the RSI. The lessons learned from across the whole evaluation will inform approaches to tackle rough sleeping more broadly.

2. ETHICS

- 2.1 The commissioning and management of the research shall be done in accordance with Government Social Research ethics and the research shall be carried out in accordance with this ethical guidance. See checklist and guidance:
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/515296/ethics_guidance_tcm6-5782.pdf
- 2.2 The Supplier shall gain any and all necessary ethical approval.
- 2.3 The Suppliers staff carrying out fieldwork with clients shall be appropriately trained to work with vulnerable people and manage and handle any safeguarding issue that may arise.

3. DEFINITIONS

Expression or Acronym	Definition
RSI	Rough Sleeping Initiative
HRA	Homelessness Reduction Act
GSR	Government Social Research
HAST	Homelessness Advice and Support Team
LA	Local Authorities

4. SCOPE OF REQUIREMENT

- 4.1 The objectives of the research is to identify key learning from the RSI 2018/19 (Stage 1), in time to make a positive contribution to the implementation of RSI funding for 2019/20, and to evaluate what has been achieved with the funding for 2019/20 (Stage 2).
- 4.2 The Supplier shall meet the following specific objectives for Stage 1:

1. To identify the reasons behind the increases in rough sleeping in different areas, from the perspective of local authority stakeholders, and understand the relationship to the assessment of gaps in service provision, the resulting bids for RSI funding and the interventions being delivered.
 2. To understand the mobilisation process following the receipt of RSI funding, and the successes and challenges faced relative to pre-existing levels of service provision, joint working, and other relevant factors in different areas, and the implications of these.
 3. To understand whether and how the RSI services are reducing rough sleeping in the area from the perspective of stakeholders, identifying key learning around approaches to working with rough sleepers, including, but not restricted to, any innovative working, use of data, partnership working and combinations of available services.
 4. To understand the strategic approach taken to addressing rough sleeping in the RSI areas and the contribution of the RSI.
 5. To disseminate learning to key stakeholders across local authority areas and partners in the public sector and homelessness sector
- 4.3 At the first stage of this research, the Supplier shall provide the Customer and other stakeholders with evidence on the different uses of the RSI 2018/19 funding and the lessons learned from the mobilisation and implementation process and on what works to tackle and prevent rough sleeping
- 4.4 The Supplier shall deliver a comprehensive and robust evidence base within the timeframe detailed.
- 4.5 Stage 1 shall be for an initial term of 8 months. Fieldwork is expected to be completed in two stages, with the first stage covering objectives 1-2 and the second stage focusing on objectives 3 and 4 (but following up on objectives 1-2 as appropriate). Stage 2 is expected to commence in June 2019 and last for a further 12 months.
- 4.6 Stage 1 of this Contract shall focus on an evaluation of the set up and delivery of interventions funded by the RSI 2018/19 and the dissemination of key findings. The Customer reserves the right to end the Contract at the end of Stage 1, before moving on to Stage 2 - an evaluation of the RSI 2019/20.
- 4.7 The following tasks are within the scope of Stage 1 of the requirement. The Supplier shall:
- a) Use the bid information, monitoring data and data collected by the Homelessness Advice and Support Team from RSI areas, information from

the health audit undertaken in RSI areas and any relevant data from an internal impact evaluation to inform the research and answer the research objectives.

- b) Conduct fieldwork with local authority stakeholders and the necessary analysis to answer objectives 1-4.
- c) Conduct fieldwork with a range of additional stakeholders (including project providers, public service partners, landlords and others as appropriate) and the necessary analysis to answer objective 4.
- d) Use the qualitative and quantitative data to provide evidence on the lessons learned, successes and challenges in a format/s that is accessible to a range of audiences.

4.8 The following tasks are outside the scope of the requirement:

- a) Cost benefit analysis
- b) Impact evaluation

5. THE REQUIREMENT

Stage 1:

5.1 The work shall seek to meet the five objectives of the evaluation and answer the following research questions by using available data, conducting fieldwork across the RSI areas and disseminating the learning appropriately. The Supplier may suggest additional research questions.

- **To identify the reasons behind the increases in rough sleeping in different areas, from the perspective of local authority stakeholders, and understand the relationship with the assessment of gaps in service provision, resulting bids for RSI funding and interventions being delivered,**
 - a) REDACTED
- **To understand the mobilisation process and the successes and challenges faced relative to pre-existing levels of service provision, joint working and other relevant factors, and the implications of this**
 - b) REDACTED
- **To understand whether and how the additional services are reducing rough sleeping in the area from the perspective of a range of stakeholders. Identify key learning around approaches to working with rough sleepers, including but not restricted to, any innovative working, use of data, partnership working (including with health services) and combinations of available services,**
 - a) REDACTED
- **To understand the strategic approach taken to addressing rough sleeping in the RSI areas and contribution of the RSI**
 - c) REDACTED

- **To disseminate key learning to stakeholders across local authority areas and partners in the public and homelessness sector**

- 1.2 The Customer will input into and sign off all data collection tools.
- 1.3 The Supplier shall be responsible for handling queries from LAs about the evaluation.
- 1.4 The Supplier shall collaborate with civil servants undertaking a rapid audit of health services for rough sleepers in RSI areas and build evidence from the audit into the reports for this evaluation as appropriate.
- 1.5 The Supplier shall collaborate with researchers conducting other current/overlapping Customer evaluations as appropriate, including the Controlling Migration Fund evaluation and the Homelessness Reduction Act evaluation.

2. KEY MILESTONES FOR STAGE ONE

Milestone	Description	Timeframe
1	Project inception meeting/implementation plan between the Supplier and Customer	Within week 1 of Contract Award
2	The Supplier shall provide an Interim report on objectives 1-3	February 2019
3	The Supplier shall provide a Final evaluation report covering objectives 1-4 and lessons learned summaries	April 2019
4	Additional events/outputs provided by the Supplier to communicate the findings to key stakeholders	April-June 2019

3. BREAK CLAUSE/RIGHT TO TERMINATE

- 3.1 The Customer reserves the right to end the Contract after the delivery of milestone 4 prior to the evaluation of next year's (2019-2020) RSI funding. This decision is subject to further funding approvals and the decision on whether to proceed to Stage 2 will be shared with the Supplier as soon as possible.

4. CUSTOMER'S RESPONSIBILITIES

- 4.1 The Customer will be responsible for sharing the bid information, the monitoring data and any relevant data from the internal impact evaluation with Suppliers.
- 4.2 The Customer will be responsible for providing Local authority contact details to the Supplier.

5. REPORTING

- 5.1 The Supplier shall provide all written outputs in plain English, and for these to be quality assured and proof read by the Supplier before submission to the Customer. Outputs will adhere to the Customer's style guide/publication template (see Annex 1).
- 5.2 All outputs shall be submitted by the Supplier, to the Customer in draft, allowing a reasonable time for the Customer to provide comments, for the Supplier to make

adjustments and submit revised reports within the timeframe set in Section 8 - Key Milestones. Exact dates for draft reports will be agreed with the Supplier post award.

- 5.3 The Supplier shall produce the following outputs as part of Stage 1:
- a) Interim report (covering objectives 1 and 2). This report will be for internal purposes only and will inform the subsequent fieldwork and selection of areas for fieldwork.
 - b) Final process evaluation report, covering objectives 1-4. This report will be published by the Customer. The final report shall be a stand-alone report drawing on the previous interim report as well as additional data gathered in the subsequent period. The final report shall include an executive summary.
 - c) Lessons learned summaries based on the conclusions of the final evaluation report. These reports will be published by the Customer. The Supplier shall provide a number of summary documents highlighting the key lessons learned. The Supplier shall suggest key topics for the lessons learned reports and the format of these reports.
 - d) Additional outputs/event produced in order to meet objective 5.
- 5.4 The Supplier shall provide 3-5 summaries based on the conclusions of the final evaluation report, focused on themes to be agreed with the Customer.

6. GOVERNANCE

- 6.1 Changes to the way in which the Services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.
- 6.2 The Supplier shall engage with the Steering group and Advisory group for this research and take forward actions that result from meetings and input from these groups as agreed with the Customer.

7. STAFF AND CUSTOMER SERVICE

- 7.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service to all Parties.
- 7.2 Supplier staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract.
- 7.3 The Supplier shall ensure that staff understand the Customer's vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract.

8. SECURITY REQUIREMENTS

- 8.1 The Supplier shall employ the appropriate organisational, operational and technological processes and procedures to keep the data collected and stored for this research safe from unauthorised use or access, loss, destruction, theft or disclosure. The organisational, operational and technological processes and procedures adopted are required to comply with the requirements of ISO/IEC 27001 or equivalent; and Cyber Essentials
<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

9. QUALITY

9.1 The Supplier shall follow the style guide set out in Annex 1- MHCLG Style Guide.

10. VOLUMES

10.1 Stage 2 of this Contract is not guaranteed.

11. SERVICE LEVELS AND PERFORMANCE

11.1 The Customer will measure the Supplier's delivery by:

SLA	Service Area	SLA description
1	Research	The Supplier shall meet with the Customer to provide an implementation plan within a week of the Contract being awarded.
2	Research	The Supplier shall ensure all research tools are signed off by the Customer and any revisions made within 14 days.
3	Reporting	The Supplier shall update the Customer (either through a tele kit or face to face) at the end of each week to update on progress as well to provide the following week's plan.
4	Reporting	The Supplier shall provide interim and final reports, including an executive summary, within the timelines specified.
5	Governance	The Supplier shall address any comments and concerns raised by the steering group and/or advisory group as advised by the Customer and provide the Customer with a log of how comments have been addressed within 14 days.

11.2 Where the Supplier fails the KPIs above (2 consecutive failures in any rolling 4 month period), the Customer will in the first instance seek a mutually agreeable resolution with the Supplier via a service improvement plan to the required standard. The Customer reserves the right to seek early termination of the Contract in accordance with the procedures set out within the terms and conditions.

12. INTELLECTUAL PROPERTY RIGHTS (IPR)

12.1 All data and data collection systems arising from the study shall be the property of the Customer.

12.2 All intellectual property rights or other similar protection in any specifications, data, databases, models or other materials furnished to or made available to the Supplier by the Customer pursuant to the Contract shall remain the property of Customer.

12.3 If the Supplier would like to write any additional reports or other outputs from this commissioned work, this must be approved by Customer.

13. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

13.1 The Supplier shall abide by all terms and conditions of the Contract including the requirement to not make any press announcements or to publicise the Contract in any way without the Customer's prior written approval.

13.2 The Supplier is not permitted to disclose any data or findings outside of the project team, prior to publication.

14. LOCATION

14.1 The location of the services will vary. However Contract reviews and meetings with the Customer will be conducted at Fry Building, 2 Marsham St, Westminster, London SW1P 4DF

ANNEX B

Supplier Proposal as submitted on 9th November 2018

REDACTED

ANNEX C
Contract Pricing

Charges for Stage 1

REDACTED

Rate Card

REDACTED

Part 2: Contract Terms

See attached Annex D-Terms and Conditions