

## DPS SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

### Part 1: Letter of Appointment

CCZZ18A31- Independent evaluation of a police welfare service

Dear Sirs

#### Letter of Appointment

This letter of Appointment is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS and the Supplier.

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 College of Policing Ltd, (a company registered in England and Wales with registration number 08235199) of Leamington Road, Ryton-on-Dunsmore, Coventry, CV8 3EN ("Customer")
To:	Aldaba Limited with offices at 11 Fletcher House, 122 Nuttall Street, London N1 5LL ("Supplier")

Effective Date:	5 <sup>th</sup> September 2018
Expiry Date:	End date of the contract is the 31 <sup>st</sup> October 2018. Delivery date for Phase A is 21 <sup>st</sup> September 2018.  Customer will confirm by 24 <sup>th</sup> September 2018 whether or not to proceed with phase B and C.

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 and the Supplier's Proposal attached at Annex B;
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Key Individuals:	For the Customer: REDACTED  For the Supplier: REDACTED
Guarantor(s)	N/A

Contract Charges (including any applicable discount(s), but excluding VAT):	<p>Payment will be made in line with the pricing submitted at tender and outlined below.</p> <p>REDACTED</p> <p>Total Cost of Research            £ 29,930.00</p> <p>Work for any costs falling outside that outlined above but within scope of the contract must be agreed with the Customer prior to commencement and will be paid in line with the rate card below:</p> <p>REDACTED</p> <p>All costs quoted are firm maximum prices inclusive of all expenses but exclusive of VAT.</p> <p>Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. The Customer will review and sign off each milestone deliverable as set out in the table in Annex A.</p>
Insurance Requirements	As per the framework terms and conditions
Customer billing address for invoicing:	<p>Invoices shall be e-mailed to:</p> <p><a href="mailto:payables@college.pnn.police.uk">payables@college.pnn.police.uk</a> quoting the purchase order number.</p> <p>Hard copy invoices shall be sent to:</p>

	College of Policing Ltd, Finance, Priestley House, Priestley Road, Basingstoke, Hampshire, RG24 9NW quoting the purchase order number.
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Alternative and/or additional provisions (including Schedule 8 (Additional clauses)):	The Intellectual Property Rights clauses at – Annex A - section 12 will take precedent over those set out in Annex C-Terms and Conditions. Schedule 7 Processing Personal Data and Data Subjects.
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**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:**  
REDACTED

**For and on behalf of the Customer:**  
REDACTED

## ANNEX A

### Customer Project Specification

#### 1. PURPOSE

- 1.1 The College of Policing Ltd (The College/ The Customer) require a Supplier to provide evaluation services.
- 1.2 The Customer wishes to engage an independent evaluator to scope, design and deliver an evaluation of an externally-provided police welfare service that has been running in two police forces for a year. The evaluation will be retrospective and should offer insights via both impact and process evaluation.

#### 2. BACKGROUND TO REQUIREMENT

- 2.1 The Customer wants to understand ‘what works’ to improve its members wellbeing and support evidence-based decision making in this area. The Customer has been awarded funding from the Home Office Police Transformation Fund to develop police wellbeing nationally.
- 2.2 In order to understand which approaches are best for a national service, the Customer intends to trial different ways of improving wellbeing. A range of wellbeing interventions are being tested across forces in England and Wales. Testing will include what works for who, when, and its organisational impact.
- 2.3 In this context, it is also important to gain an understanding of wellbeing interventions that are already underway. Evaluating retrospectively carries challenges, but the aim is to gather as much evidence of impact as is possible. This specification sets out the requirements for a Supplier to contribute to this overall programme of work by carrying out an evaluation of an existing police welfare support service currently being provided by an external charitable organisation (‘the welfare service’). It is operating across two forces – Avon and Somerset Constabulary and Hampshire Constabulary.
- 2.4 The welfare service provides a single point of contact (a welfare officer independent of the police force) to offer support to police officers and staff with complex physical and / or mental health needs. The welfare officer carries out needs and wellbeing assessments, assists in accessing specialist support and offers practical support to allow people to focus on their recovery.

#### 3. SCOPE OF REQUIREMENT

- 3.1 **Aim:** To scope, design and carry out a mixed methods retrospective evaluation of an externally provided police welfare service. The evaluation must explore implementation and outcomes.
  - 3.1.1 To carry forward this aim it will be necessary to liaise with the provider of the welfare service. This must involve discussing the availability of anonymised existing data (including before and after data using the Warwick Edinburgh Mental Wellbeing Scale - WEMWBS) to explore the impact of the service. It will also include agreeing terms of access to past

and current service users for qualitative interviews, for impact and implementation learning. It will be important to discuss and agree the scope and design for the evaluation with a named contact at the Customer, from within the Knowledge, Research and Practice department.

- 3.1.2 The Customer carried out initial scoping with the welfare service to confirm that they collect, record and store selected output and outcomes data. Broad agreements are in place with the welfare service regarding their commitment to anonymous data-sharing and facilitation of communication with previous participants. However an essential part of the Contract is working with the welfare service to agree details of what can be shared in practice. Part of this will involve clarifying data collection methodologies and gaining access to the research materials used for data collection
- 3.1.3 The welfare service is a low volume, high intensity service that has already commenced operation. In the past year under 200 people have used the service across the two forces and some of those people may have left the police force since receiving support. It is currently not possible to give further details here of how many service users have engaged during each month of service delivery, but the Customer understands that engagement has been steady across the delivery period. Potential Providers should acknowledge in their proposals, scoping and design work how they intend to provide the most robust evidence statements possible in this context.
- 3.1.4 The detail of implementation in each force may differ and this should be acknowledged in the findings. However, the overarching evaluation design should be developed to allow the evaluator to report on outcomes and implementation in Avon & Somerset and Hampshire constabularies in a single final evaluation report.

## **4. THE REQUIREMENT**

### **4.1 Deliverables**

- 4.1.1 The project is divided into 3 phases. The Supplier shall deliver the following deliverables. These are set out in three distinct phases: Phase A) Liaison with the welfare service provider and scoping of the data legitimately available and useable for the research study, Phase B) Quantitative data cleaning and analysis of usable anonymous data identified in phase A and Phase C) Qualitative interviewing and analysis. Each phase will include a requirement to provide a clear and concise report on the findings of the phase. If two or more phases are completed, one overarching report should be produced. Depending on the deliverables for Phase A the Customer may choose not to proceed with Phase B and C.

4.1.2 Phase A is a compulsory phase of the Contract. Phase B and C will be scoped in the first stage and will proceed if scoping suggests they will deliver useful evidence within the timescales detailed in section 5. If both B and C proceed, they must be delivered concurrently. The pricing for each of the phases will be costed as per Part 1- The Letter of Appointment and Annex C

## 4.2 Phase A) Liaison and scoping

4.2.1 This phase involves:

4.2.1.1 Liaison with the welfare service to discuss the availability and quality of anonymised existing data on outputs and outcomes for previous service users.

4.2.1.2 Establishing the volume of quantitative data available and the scope for analysis to inform an evaluation of process and impact. Providing a summary of this to inform scoping decisions for phase B.

4.2.1.3 Negotiating the process and ethics for gaining access to previous and current service users for new data collection (e.g. via qualitative interviews). Given existing confidentiality agreements, access to potential volunteers for interviews will only be provided via initial communications from the welfare service. The independent evaluator will draft a letter, information sheet and consent form to be sent to previous and current service users by the welfare service asking them in principle to volunteer for a qualitative interview. This will establish whether volunteers for the qualitative interview stage are forthcoming.

4.2.1.4 It will be important to create documentation to evidence the ways in which ethical agreements around data-sharing have been respected and how informed voluntary consent for any new data collection has been obtained.

4.2.2 At the end of this phase, a basic theory of change model for the service should be presented and used as the basis for justifying the specific focus of phase B and C. Basic initial work carried out by the Customer on theory of change will be shared with the Supplier at project initiation stage.

## 4.3 Phase B) Quantitative data cleaning and analysis

4.3.1 This phase involves:

4.3.1.1 Collation of output data for the period of service delivery to date, cross-referenced with calculated estimates of the cost of delivering those outputs. The estimates will be drawn from cost data provided by the service / the forces.

4.3.1.2 Design of the quantitative part of the retrospective impact evaluation, drawing on insight provided by the process above and in consultation with the Customer. Potential sources of data are: 'before' and 'after' wellbeing data collected using the WEMWBS scale (already collected by the welfare service as part of service provision) and any other outcomes measures or cost-benefit data collected within the service, as well as anonymised HR data from within the forces. If suitable data is limited, or unavailable for any reason, the quantitative element of this retrospective evaluation may be omitted, with the qualitative work described below continued as the main research approach, if volunteers are available for interview.

#### **4.4 Phase C) Qualitative interviews**

4.4.1 Design of the qualitative element to the retrospective evaluation. This will depend on the availability of volunteers for interview – as determined by the scoping carried out in Phase A. It will be used to provide insight into both process and outcomes. This element will have two parts.

4.4.1.1 Firstly, it should reach a minimum of 20 service users and cover topics such as: their perceptions of the quality and impact of the service, their understanding of what would have happened for them without the availability of the service, the precise nature of any claimed improvements in wellbeing, their insights into the key factors that either make the service successful or which could be improved.

4.4.1.2 Secondly, further qualitative interviews (number to be agreed at scoping stage) should cover similar impressions of impact and quality with relevant stakeholders within the forces, such as occupational health leads, HR advisors, current or former line managers of service users and any other key contacts. Particular questions should focus on contextual organisational factors that require, facilitate or provide barriers to provision of the service.

4.5 The Supplier shall provide the following for all phases will:

4.5.1 Appropriate, rigorous and transparent data analysis as required by the design agreed with the Customer.

4.5.2 Providing a basic outline of any additional data collection ideas and possibilities if a longer-term and more robust evaluation were to be planned in the future.

4.5.3 Writing and delivery of the retrospective evaluation report, including insight into process / outcomes and clarity over what the report can and cannot evidence on the basis of the available data.

#### 4.6 Responsibilities:

4.6.1 As part of their project management responsibilities, the Supplier shall give ad hoc expert advice on how to overcome any issues arising during the course of the evaluation.

4.6.2 The Supplier shall assemble a project team capable of delivering a high quality mixed methods evaluation, which will include team members with qualitative interview skills as well as quantitative analysis. The availability of this team over the project period will be a vital element in meeting the timescales detailed in section 5.

4.6.3 The Customer requires all data analysis to be rigorous, transparent, carefully quality assured, and undertaken and presented in line with accepted academic standards.

4.6.4 The Supplier shall delete all data from their systems and destroy any hard copy information made upon completion of the Contract, and must adhere to the details outlined in Schedule 7 of the Terms and Conditions.

#### 4.7 Report-writing:

4.7.1 The Supplier shall summarise the findings from the evaluation (completed parts) in a summary report.

4.7.2 The Supplier shall work closely with the Customer to ensure that style, content and formatting of the summary report are appropriate for the Customer's audience. Examples of existing reports can be found in the [published report section](#) of the Customer's website.

4.7.3 Each report shall, as a minimum, incorporate the following into a convincing narrative description of the evaluation process and findings:

4.7.3.1 Full reporting on the methods and quality of data collected (whether by the evaluator or sourced from the welfare service)

4.7.3.2 Outputs as figures (i.e. how many people experienced different treatment pathways)

4.7.3.3 Graphs and tables fully labelled, titled and annotated so that they could be read and understood out of the context of the report if necessary (e.g. excerpted onto a slide for a presentation)

- 4.7.3.4 Short illustrative quotes to evidence common themes identified in the qualitative data
- 4.7.3.5 Clear conclusions and recommendations
- 4.7.3.6 Appendices detailing the content of the research materials (interview scripts / survey questions)
- 4.7.3.7 Technical appendices that give enough detail that the evaluation processes could be replicated if necessary.

## 5. KEY MILESTONES

5.1 The Supplier should note the following project milestones that the Customer will measure the quality of delivery against:

Milestone	Description	Timeframe
1	Initial meeting with Customer contact	Within 1 week of Contract Award
2	<p>Completion of Phase A: Presentation of the scoping findings and the evaluation design.</p> <p>If the required data / access has been obtained and Parts B and C will proceed, delivery for this milestone will include a data analysis plan (part B) and production of the information sheets / consent forms and ethical documentation required to proceed with interviews (part C).</p>	<p>Delivery date for Phase A is 21<sup>st</sup> September 2018.</p> <p>Customer will confirm by 24<sup>th</sup> September 2018 whether or not to proceed with phase B and C.</p>
3	Delivery of a draft evaluation report for Customer questions and comments	By 24 <sup>th</sup> October 2018
4	Delivery of the retrospective evaluation report	By 31 <sup>st</sup> October 2018

5.2 The Customer will choose whether or not to proceed with phase B and C by 24<sup>th</sup> September 2018. This depends on whether suitable quantitative data (phase B) / qualitative access (Phase C) is available for the retrospective analysis.

5.3 The Customer shall have the right to require the Supplier to include any reasonable changes or provisions during the Contract period.

5.4 The Supplier shall perform its obligations so as to achieve each milestone by the Milestone Date. To clarify - there will be no flexibility in the final delivery date as the evaluation report is required to feed in to a larger programme of work and the stated end date is the latest this information can be used for this purpose.

5.5 Changes to the milestones shall only be made in accordance with the variation procedure and provided that the Supplier shall not attempt to postpone any of the milestone using the variation procedure or otherwise (except in the event of a Customer default which affects the Supplier's ability to achieve a milestone by the relevant Milestone Date).

## **6. CUSTOMER'S RESPONSIBILITIES**

6.1 The Customer will facilitate initial contact with the welfare service and the forces involved, but will expect the primary channel of communication regarding evaluation data availability and the nature of current data collection processes to be between the Supplier and the welfare service.

6.2 The Customer will provide insight into the measures and processes being used in other wellbeing evaluations and trials and provide guidance to the Supplier on how to ensure their approach is in accordance with the wider programme of evaluations.

## **7. REPORTING AND PERFORMANCE**

7.1 The Contract will be managed by a named contact. The Supplier shall deliver the work to the agreed timescales, but should notify the Customer immediately of any issues that put delivery at risk. The Supplier shall also provide advice to the Customer on any issues prompted by the research but which may not be detailed on the scope of work.

7.2 The Supplier and the Customer shall be develop and maintain a good working relationship throughout the project, to ensure the work is delivered to time and meets accepted academic standards. The Supplier shall keep in regular contact via email or telephone, providing progress updates on at least a weekly basis (or more frequently when the project requires). The Supplier shall come to Customer's offices for project meetings.

## **8. CONTINUOUS IMPROVEMENT**

8.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

8.2 The Supplier should present new ways of working to the Customer during Contract review meetings.

8.3 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.

## 9. STAFF AND CUSTOMER SERVICE

- 9.1 The Customer requires the Supplier to provide a sufficient level of resource throughout the duration of the Independent Evaluation of a Police Welfare Service Contract in order to consistently deliver a quality service to all Parties.
- 9.2 Supplier staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract.
- 9.3 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.

## 10. SERVICE LEVEL AND PERFORMANCE

- 10.1 The Customer will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA Description	Target
1	Service Delivery	Adherence to the key milestones as set out in section 5 of Annex A- Customer Project Specification.	100%
2	Service Delivery	Weekly updates on the progress of the project.	100%

- 10.2 Where the Customer identifies poor performance against the above KPI's/SLA's (3 consecutive failures in any rolling 3 week period), the Customer reserves the right to seek early termination of the Contract in accordance with the procedures set out in Annex C - Terms and Conditions.

## 11. SECURITY AND GDPR REQUIREMENTS

- 11.1 The Supplier shall guarantee that all material used in the research will be treated as entirely confidential and that the anonymity of all parties involved will be preserved entirely.
- 11.2 If the Supplier is required to access any information classified as OFFICIAL – SECURE or higher, then the Supplier shall be vetted to Baseline clearance level (BPSS).
- 11.3 The Supplier shall comply with the Customer's Security Requirements Document. This document sets out the overall standard requirement. A security aspect letter will be drafted between the Supplier and Customer based on this document.

## 12. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 12.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty free, non-exclusive, non-sub-licensable and non-transferable licence to use such materials as required until termination or

expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.

- 12.2 In the event that the Supplier uses any third party copyright or other intellectual property in its performance of its obligations under the Agreement, it hereby represents, undertakes and warrants to the Customer that it shall possess and maintain all necessary licences, authorisations and consents for the Supplier and the Customer to use (with a right to sub license) such copyright or intellectual property for the purposes of this Agreement.
- 12.3 All intellectual property rights in any materials created or developed by the Supplier pursuant to this Agreement or arising as a result of the provision of the Services shall vest in the Customer and the Supplier hereby assigns by way of current assignment of future rights with full title guarantee free from any restrictions or third party right, all such Intellectual Property Rights to the Customer and undertakes to procure that any third party engaged by the Supplier to produce materials pursuant to this Agreement shall assign such Intellectual Property Rights to the Customer.
- 12.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff, agents or subcontractors (including students).
- 12.5 The Supplier shall obtain waivers of all moral rights in any materials created or developed by the Supplier pursuant to this Agreement or arising as a result of the provision of the Services to which any individual is now or may be at any future time entitled.
- 12.6 The Supplier shall not furnish the name, trademark or proprietary indicia of the College of Policing, use as a reference, or utilise the name, trademark or proprietary indicia of the College of Policing, in any customer list, advertising, announcement, press release or promotional materials, including testimonials, quotations, case studies, and other endorsements. No exceptions are granted without the prior written consent of the College of Policing. Such consent to be granted or withheld is the sole and absolute discretion of the College of Policing.
- 12.7 For the avoidance of doubt, this Clause 12 of this Annex A shall survive the expiry or earlier termination of this Agreement.

### **13. LOCATION**

- 13.1 The Services will be carried out at the Supplier's offices. It is anticipated that much of the work will be desk-based, although visits to Avon & Somerset Constabulary and Hampshire Constabulary will be necessary for research fieldwork and liaison.

Attendance at meetings at the College of Policing (Westminster, London) will also be expected.

## **ANNEX B**

### **Supplier Proposal**

The Services will be delivered in the line with the Supplier tender's response of 21<sup>st</sup> August 2018 an extract of which is below:

REDACTED

## **Part 2: Contract Terms**

Please see attached Annex C-Terms and Conditions