

DPS FRAMEWORK SCHEDULE 4: AWARD LETTER AND CONTRACT TERMS

Part 1: Award Letter

REDACTED INFORMATION

Dear REDACTED INFORMATION

Award Letter

This Award Letter dated 09th August 2019 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:	CCZZ19A31
From:	Department for Work and Pensions ("Customer")
To:	Kantar UK Limited ("Supplier")

Effective Date:	Tuesday 13 th August 2019
Expiry Date:	End date of Initial Period Wednesday 12 th February 2020 End date of Maximum Extension Period Wednesday 11 th March 2020 Minimum written notice to Supplier in respect of extension: One Month

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; and
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Key Individuals:	For Kantar UK Ltd.: REDACTED INFORMATION
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	For the Department for Work and Pensions: REDACTED INFORMATION
[Guarantor(s)]	Not Applicable

Contract Charges (including any applicable discount(s), but excluding VAT):	The overall contract value for this requirement (inclusive of the expressed one month extension option) shall be £93,636.50.
Insurance Requirements	Clause 19 of the Contract Terms.
Liability Requirements	Suppliers limitation of Liability (Clause Error! Reference source not found. of the Contract Terms);
Customer billing address for invoicing:	REDACTED INFORMATION

GDPR	Contract Terms Schedule 7 (Processing, Personal Data and Data Subjects
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	Not Applicable

FORMATION OF CONTRACT

BY SIGNING AND RETURNING THIS AWARD LETTER (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:

For and on behalf of the Customer:

Name and Title:

Name and Title:

Nick Roberts, Director

Signature:
REDACTED INFORMATION

Date:
09/09/2019

Signature:
REDACTED INFORMATION

Date:

ANNEX A

Customer Project Specification

DEFINITIONS

Expression or Acronym	Definition
AdPen/Admin Pen	Administrative Penalty
MoJ	Ministry of Justice
CFCD	Counter Fraud, Compliance & Debt Directorate (DWP)
CPS	Crown Prosecution Service (England and Wales)
COPFS	Crown Office and Procurator Fiscal Service (Scotland)
DWP	Department for Work and Pensions

SCOPE OF REQUIREMENT

DWP (henceforth to be referred to as “The Customer”) requires the Supplier to undertake research with benefit claimants, the Supplier is required to undertake research with vulnerable, hard to reach groups and those within (or have experienced) the criminal justice system.

As the Customer has not conducted research with claimants about the current penalty regime, the purpose of the research is two-fold:

- To use qualitative research methods to deliver insight into the effectiveness of the penalty regime on attitudes, perceptions and claimant behaviour; and assess the researchability of certain themes and the willingness of claimants to participate in this sensitive research.
- To establish the feasibility of undertaking robust large-scale research with specific claimant subgroups to measure (quantitatively) the impacts of the various penalties on changes in attitudes, perceptions, and behaviour. [To include using the qualitative findings above].

THE REQUIREMENT

The research should aim to answer the following research questions:

Qualitative Research

Primary research question: What is the effect of the different penalties for benefit fraud and claimant error on claimant attitudes, perceptions and behaviour?

Other supporting research questions:

- What are claimants’ levels of awareness and views of the potential penalties, in terms of certainty, severity and speed? (pre and post any penalty)

- Would increasing claimants' awareness of benefit fraud penalties, and the likelihood of getting caught, maximise deterrence? And if so, what could be an effective way to do this?
- Why do claimants commit fraud / not comply, i.e. how did they get into their situation; why did they not inform DWP of change of circumstances that lead to overpayments? What is the extent of fear of disclosure and loss aversion?¹
- What would encourage claimants to comply and not commit fraud? (e.g. incentives). To what extent would incentives influence claimant behaviour? What would these incentives need to look like to make the most impact?
- What are the effects of the different penalties experienced or the threat of penalties on different claimants and their future attitudes and behaviour? Are some penalties more of a deterrent than others overall and / or for different subgroups? Why?
- Which (combination of) punitive measures offer the biggest deterrent, and why? And for who?
- To what extent were the questions from the qualitative work researchable e.g. were they the right questions? How willing were people to talk about this topic? To what extent did it produce useful data?

Feasibility study

Primary research question: How feasible would it be to quantify the effectiveness of penalties on attitudes, perceptions, and claimant behaviour in improving compliance and reducing fraud to conventional levels of significance using survey of claimants?

Other supporting research questions:

- How easy is it to recruit each penalty subgroup within the sample frame?
- Which subgroups within the sample frame could be recruited in sufficient numbers to support a robust, representative survey? Which groups (due to numbers) would be better suited to qualitative research, and are there any groups that are likely to be out of scope for either?
- How could we ensure a representative sample of claimants who have experienced a range of penalties?
- What would the likely response rate be?

¹ For past research on why claimants do not report change of circumstances please see <http://eprints.whiterose.ac.uk/73486/1/Document.pdf> and <https://lemosandcrane.co.uk/resources/claimantreporting.pdf>

- What are the barriers to recruitment and meeting satisfactory response rates?
- What strategies are recommended to improve response rates?
- How willing are claimants to speak to organisations working on behalf of the Customer, and how willing would they be to answer sensitive questions through a survey. Are there any problems relating to disclosure of past or potential future criminal behaviour?
- What would be the optimum survey mode (e.g. telephone or face-to-face)?
- What research questions (from the qualitative research) will be well suited to a survey, and which would not be recommended, and why?
- How can we ensure participants are truthful in their survey responses?
- What ethical issues would we need to consider? (e.g. disclosure)
- Is a large-scale survey worth doing? If so, what would be the optimum research design?
- What would a workable, realistically priced (i.e. maximum £100,000) survey look like?
- What would be the key limitations to a future survey, and can we mitigate against any of them?

The research must take into account several policy changes which have taken place in recent years:

- Implementation of the Civil Penalty from October 2012 – A £50 penalty may be imposed where an individual incurs an overpayment (over £65) as a result of their negligence by failing to take reasonable steps to provide accurate information as part of their benefit claim or failing to report a change or provide information without reasonable excuse. This policy has been stable since 2012.
- Administration Penalty change #1 – From 8 May 2012 the Ad-Pen increased to 50% of the amount overpaid to the claimant, subject to a minimum of £350 and a maximum of £2,000, payable in addition to repaying the overpayment. It also allowed for the first time an Admin Penalty to be offered for an attempted fraud and reduced the cool off period from 28 days to 14 days.
- Administration Penalty change #2 – From 1 April 2015 the maximum Ad-Pen was raised to £5,000.
- Compliance-Investigations threshold increase – From April 2017 the threshold used as a guide to determine whether a case should be criminally investigated or simply corrected was raised from £2,000 to £3,000, so that

(subject to other criteria being met) only overpayments of a value of £3,000 or more would be referred for a fraud investigation.

- Administration Penalty change #3 – From August 2017 it became national policy for an Ad-Pen to be offered in the first instance for criminal cases where the recoverable overpayment was in the range of £3,000-£5,000. In Scotland, at least as early as December 2016, the Crown Office and Procurator Fiscal Service (COPFS) had already started to refuse to prosecute cases where the overpayment was less than £5,000. The policy national change was made partly to achieve parity north and south of the border.

The Supplier is required to submit a suitable **methodology** to answer the research questions above. However, we envisage the qualitative research to consist of face-to-face depth interviews with claimants who have received one or more of the penalties in scope (see 3.2). Note: These are not all mutually exclusive groups.

The Customer requires the sample to include a range of different claimant fraudulent behaviour types, for example:

- those who understood what they should do, when they should do it, but simply didn't because it is not a high enough priority
- those who understood what they should do, when they should do it, but deliberately choose not to or to mislead
- those who set out from the off to exploit the system in an organised way.

The Customer would also expect the sample to include a mix of low and high value overpayments; different ages, and claimants in different household compositions.

The Customer can provide a sample frame from linking various administration datasets, supplemented with data from the MoJ and CPS. The sample should consist of claimants that have been referred as a fraud case with a mix of the type of penalty imposed, the overpayment amount, age, benefit type, household composition, and the outcome (i.e. sentence given, repayments made, penalty paid, etc).

All research instruments used in this research must be agreed and approved by the Project Manager prior to data collection.

The Customer expects the majority of qualitative interviews with claimants to be face to face, however some telephone interviews will be acceptable where participants express a clear preference to be interviewed over the phone.

The Customer expects all qualitative interviews to last no longer than 90 minutes.

The Customer invites views from the Supplier on the appropriate use of incentives for the qualitative element of the research. Any proposed incentives should be fully costed within the Potential Providers' respective bid submissions.

Ethics

- It is essential that the research allows all claimants to participate fully. Research instruments should be designed to be accessible if required.

- It is the responsibility of the Supplier to ensure the research is conducted ethically. The Supplier will be expected to assess whether ethical approval is necessary. Where ethical approval is required, it will be the responsibility of the Supplier to seek and gain ethical approval before the research commences.
- All participants must give their consent prior to taking part in the research. This consent must be informed, specific and freely given. Ideally, this should be written consent, but where this is not possible, explicit verbal consent needs to be obtained and recorded by the interviewer. The Supplier will be expected to use the Customer's standard wording / templates for this consent.
- The Supplier should be aware that the Department has signed up to the Welsh Language Scheme. Where it conducts public business in Wales, it treats the English and Welsh languages equally. The Supplier must be aware of the provisions of the Welsh Language Scheme and the implications of conducting research in Wales.

The Customer expects the Supplier to attend and participate in approximately three Research Steering Group meetings (either in Sheffield, Leeds or London), as requested.

Key deliverables expected are:

- Presentation of initial findings from the qualitative research to policy and operational colleagues, and other stakeholders.
- 2 short research reports (1 x qualitative research findings, 1 x feasibility study) to be published together as part of the DWP Research Report series, therefore adhering to DWP style guidelines and quality standards.

KEY MILESTONES AND DELIVERABLES

The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Project inception meeting with supplier and DWP	Week commencing 19 th Aug or 26 th August
2	Design qualitative research tools	By 20 th of September
3	Qualitative Fieldwork (8 weeks)	By 1 st of November
4	Analysis of qualitative fieldwork	By 29 th of November
5	Produce slide pack of findings for presentation	By 6 th of December
6	Presentation of qualitative research findings to DWP stakeholders	By 20 th of December
7	Feasibility work	By the 31 st of January
8	First draft of qualitative research report	By the 31 st of January
9	First draft of feasibility study report	By 31 st of January
10	Final, signed off qualitative research report	By 11 th of March
11	Final, signed off feasibility study report	By 11 th of March
12	2 x One page summary for DWP website (1 per report)	By 11 th of March

MANAGEMENT INFORMATION/REPORTING

The supplier will be required to provide short weekly updates to the project manager (via email or telephone), throughout the contract period as and when required by the project manager.

Draft versions of all reports must be provided by the Supplier for quality assurance with all relevant stakeholders. Comments must be considered and used to inform the final versions. Products must be produced in a format consistent with the DWP Style Guide. The Supplier should be aware that they may be required to produce multiple draft copies before a final version is accepted.

VOLUMES

As there is a fixed outcome for this work, volumes are not applicable.

CONTINUOUS IMPROVEMENT

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

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.

QUALITY

Research Reports must follow the DWP Research Report style guide and Research Reports template: <https://www.gov.uk/government/publications/dwp-research-reports-style-guide>

Please refer to guidance on quality assurance set out in Section 15 on Service Levels and Performance.

The Supplier shall have sound processes for quality assurance in place and should demonstrate their internal procedures to assure and control quality in all aspects of the study within their proposal. This includes:

Specified and clearly defined procedures for working closely with the Customer through regular updates;

Specified and clearly defined procedures for quality assuring all research tools;

Interview quality control procedures, including details of how the qualitative researchers conducting interviews have been trained and briefed;

Specified and clearly defined procedures in place for handling complaints from potential and actual respondents.

Specified and clearly defined procedures in place for handling contact from potential and actual respondents wanting benefit or legal advice, or are at potential risk of self-harm.

The Supplier shall assess the key risks to the project. The Supplier shall identify the most significant risks to successful completion of the programme of work, assess the degree of risk (likelihood and impact) and set out strategies for minimising these risks and managing the consequences if problems occur, including revising methodologies where appropriate. Ethical issues should also be considered (see the guidelines on [Ethical Assurance for Social Research in Government](#)).

STAFF AND CUSTOMER SERVICE

The Customer seeks proposals from suitably qualified and experienced research organisations to undertake research with benefit claimants, with a track record of undertaking research with benefit claimants, hard to reach groups and those within (or have had experience of) the criminal justice system. Proposals should clearly demonstrate prior experience of successfully engaging research participants to explore sensitive themes and issues.

The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

The Supplier's staff assigned to the Contract (as per their bid) shall have the relevant qualifications and experience to deliver the Contract to the required standard.

The Supplier shall ensure that all staff understand the Customer's vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract.

The Customer welcomes bid submissions from consortiums if Suppliers so wish, as long this clearly declared with the Supplier's bid submission.

SERVICE LEVELS AND PERFORMANCE

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

KPI/SLA	Service Area	KPI/SLA description	Target
1	Topic guides for the qualitative interviews	Design the topic guides for the qualitative interviews working closely with the project manager. Signed off by the research steering group.	100% completion by the time agreed in contract
2	Qualitative interviews	Qualitative interviews with claimants with a range of experienced penalties, ages and household compositions. Interviews to be recorded (where possible) and undertaken by experienced social researchers.	100% completion of the number of interviews in the contract, and by the agreed time
3	Qualitative interviews Analysis	Qualitative interviews analysed by experienced social researchers and by agreed tried and tested techniques as stated in the Suppliers tender	100% of all interviews undertaken analysed by the time agreed in contract
4	Presentation of findings to DWP colleagues and ministers	Headline findings PowerPoint slide pack produced and agreed with the Project Manager. Slide pack signed off by Project Manager. Face to face presentation led by Suppliers senior research team members.	100% completion by the time agreed in contract

5	Final Reports (and one page summaries)	2 x Final reports of full findings of a publishable standard (following DWP research style guide and templates), plus 2 x one page summaries of each report. Signed off by the steering group.	100% completion by the time agreed in contract.
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The Supplier's performance will be monitored and assessed through regular project update meetings with the Department's Project Manager, by reviewing progress against the agreed project timeline and through review of deliverable products.

In the event of poor performance through the failure to deliver KPIs to time and of appropriate quality, the Customer shall meet with the Supplier to understand the root causes of the issue. The Supplier shall formulate a Performance Improvement Plan to rectify these issues and meet the requirements in this statement.

The Customer may, without prejudice to any other rights and remedies under this Contract, withhold or reduce payments in the event of unsatisfactory performance.

If poor performance continues, following formal written warnings, early termination of the Contract will also be considered.

The Customer will monitor the work of the Supplier throughout the Research Project through regular contact between the Supplier and The Customer's day-to-day contact.

The Customer will manage poor performance by the Supplier as set out in section 15 and in line with the terms and conditions of the resultant contract.

SECURITY AND CONFIDENTIALITY REQUIREMENTS

The Supplier must adhere to all DWP security guidelines at all stages of the research process. This is mandatory and will involve working with the Project Manager to ensure security procedures are in compliance with Departmental standards. During the inception meeting the DWP will provide access to all internal security guidelines and provide advice to the Supplier.

The Supplier must provide detailed plans for how they will ensure participant data will be securely received, stored and destroyed. A DWP Generic Security Assurance Document must be completed **before** the Supplier is appointed, to provide assurances that data security procedures meet DWP standards.

Interviewers must be CRB/DBS checked.

All fieldwork must be gathered, transported and stored securely. If recorded, all interviews must be recorded in 256-bit encrypted digital recorders. Any transfers to and from the Supplier (for example, to a subcontracted transcription services provider) or collaborator (for example, a lead research organisation on other key evaluation projects) must also meet DWP standards, using PGP encryption software or equivalent.

Data must be held, processed and transported only within the United Kingdom of Great Britain and Northern Ireland.

All transfers of personal data to and from the Customer must meet the Customer's security standards as agreed in the Generic Security Assurance Document.

Any transfers of data to and from the Supplier and a subcontractor must meet the Customer's security standards, using PGP encryption software or equivalent.

The Supplier shall destroy personal data (e.g. sample files, transcripts) relating to the project within six months of data collection completion, and provide a data destruction certificate to the Customer as confirmation.

The Supplier must destroy all other data relating to this project (including any interview recordings) at the end of project or when instructed to do so by the Customer's project manager, and provide a data destruction certificate to the Authority as confirmation.

The Customer will own and retain all Intellectual Property Rights arising from this Research Project.

CONTRACT MANAGEMENT

Contract management activities shall be undertaken by the Customer in partnership with the appointed Supplier.

The Supplier will be expected to manage the contract as set out in their bid and by working in partnership with the Customer.

The Supplier will be expected to provide regular (e.g. fortnightly) reporting of progress to the Customer by email, especially throughout the fieldwork period, including feedback following any piloting of the research, and present full findings at the Customer's premises.

Attendance at these meetings shall be at the Supplier's own expense.

LOCATION

The Supplier will be based within their own office, but will be expected to travel to DWP Corporate Centre Offices (either in London, Leeds or Sheffield) for project management meetings as required.

The research will be covering a large geographical area. Suppliers must ensure they are able to conduct the interviews across the UK as required.

The Supplier will be required to travel for any claimant interviews as requested by the Customer.

ANNEX B
Supplier Proposal

REDACTED INFORMATION

Part 2: Contract Terms



Contract Terms v6.0