

Access to Work Holistic Assessment Specification

Access to Work Assessment Detailed Specification

<u>Contents</u>	<u>Page</u>
1. Abbreviations	4
2. Definitions	4
3. Introduction	6
4. Volumes	8
5. Customer Journey through Access to Work	9
6. Design and content	10
7. The Service Requirement	11
8. Working with the Authority	17
9. Key Performance Indicators	24
10. Market Share Shift	25
<u>Annexes</u>	
A. Indicative Volumes by Geographical Group	27
B. Needs Assessment Referral Template	28
C. Needs Assessment Report Template	30
D. Customer Journey	33
E. Specified Standard	35
F. Issue Resolution Stencil	39

1. Abbreviations

AtW	Access to Work
BACS	Bankers Automated Clearing System
BC	Business Continuity
BCP	Business Continuity Plan
BIA	Business Impact Analysis
BS	British Standard
CD	Commercial Directorate
DfE	Department for Education
DWP	Department for Work and Pensions
EA	Equality Act
EG	Employment Group
GOR	Government Office Region
IT	Information Technology
KPI	Key Performance Indicator
MI	Management Information
MSS	Market Share Shift
MTPD	Maximum Tolerable Periods of Disruption
PGP	Pretty Good Privacy
RTO	Recovery Time Objectives
URN	Unique Reference Number

2. Definitions

Authority	The Department for Work and Pensions (DWP)
Access to Work Advisors	Members of The Authority's Access to Work Team dealing with the Customer's Access to Work case
Access to Work Team	Members of The Authority's Access to Work support staff
Assessor	The member of The Contractor's Staff that carries out a Needs Assessment
Authority's Representative	Shall have the meaning given in the terms and conditions of Contract
Contractor's Representative	Shall have the meaning given in the terms and conditions of Contract
Customer	Shall have the meaning given in the terms and conditions of Contract
Disability Confident Employer	Means an employer who has achieved this status through the Disability Confident scheme and has registered their commitment to recruit and retain disabled people and people with health conditions
Employer	Means the employer of the Customer
Holistic Assessment	An Assessment undertaken by The Contractor which considers all aspects of an Access to Work Customer's disability and explores all factors that impact on their work place barriers offering solutions to overcome those barriers.

Access to Work Holistic Assessment – Specification

Needs Assessment	Shall have the same meaning as a Holistic Assessment
Needs Assessment Referral	A Customer sent by The Authority to The Contractor for a Needs Assessment
Needs Assessment Referral Form	The form completed by The Authority's Access to Work Adviser and sent to The Contractor to refer a Customer for a Needs Assessment
Needs Assessment Report	The form completed by the Contractor following a Needs Assessment and returned to The Authority's Access to Work Adviser

3. Introduction

- 3.1 The Access to Work (AtW) programme is a Jobcentre Plus (JCP) discretionary grant scheme that has been in existence since 1994. It assists disabled people who are in paid employment, self-employed or participating in a Jobcentre Plus agreed Job/Work Trial which may have already commenced or is due to commence, by providing practical support to overcome work related obstacles resulting from their disability. Support is also available for young disabled people to enable them to take up an offer of a work experience placement.
- 3.2 The programme provides advice; a possible assessment of a person's disability needs in the workplace and if required, a financial grant towards the cost of any necessary support.
- 3.3 AtW grants make a contribution to the additional employment costs resulting from disability up to a prevailing limit (£41,400 per person, per year as at April 2016). Grants do not fund normal business running costs of this Service and shall not form part of the Prices and Rates or replace an employer's duty to make reasonable adjustment in line with the Equality Act.
- 3.4 Disabled people across England, Scotland and Wales form a highly diverse population from all age groups and across the income and education spectrum. The effect a disability has on a person is also very subjective so everyone should be treated on an individual basis.
- 3.5 Where further information is required prior to a decision on awarding a grant, an AtW Advisor may seek a Needs Assessment Report through the Needs Assessment.
- 3.6 To receive AtW help the following eligibility conditions must be satisfied. Customers must:
- be disabled or have a health condition that impacts their ability to work;
 - be 16 or over (there is no upper age limit for support as long as the employment is likely to continue);
 - be in employment, whether as an employed or self-employed person, but not in voluntary work;
 - be earning at least the National Living Wage or National Minimum Wage rate for each hour that they work (there is no minimum number of hours to be worked and the total amount of any wage is immaterial to eligibility);

Access to Work Holistic Assessment – Specification

- National Living Wage is applicable to those aged 25 or over (but not in the first year of an apprenticeship)
- National Minimum Wage is applicable to those aged under 25
- However, people serving apprenticeships are eligible for AtW support as they receive a wage and have a contract of employment. National Minimum Wage rates do not apply to people on apprenticeships
- be in need of help at a job interview with an employer. It is normally used by Deaf or Hearing-Loss Customers but it is available to anyone who has a disability which affects their ability to communicate. It is available for all job interviews. Interpreters or communicators are to be employed in a format understood by the individual Customer, such as British Sign Language (BSL) or lip speaking. Communication Support at an interview cannot be used for:
 - communication within a job such as job induction and job reviews, when a Support Worker should be considered;
 - for Customers attending interviews with a Disability Employment Adviser or other member of Staff;
 - for attending other of the Authority's programmes such as the Work Programme.
- be about to start employment;
- be about to start a Job/Work Trial or Work Experience (Jobcentre Plus organised or individually established where there is a reasonable prospect of employment after the Work Experience);
- not be in receipt of Employment and Support Allowance (ESA) and/or NI credits only (or will cease to claim whilst in work) unless the Customer is about to start a JCP agreed Work Trial; on Permitted Work Higher Level; Permitted Work (PCA exempt) or Supported Permitted Work;
- be resident in Great Britain, excluding Northern Ireland, the Isle of Man and the Channel Islands, with a job based in Great Britain. Help can, however, be used to cover Customer's visits overseas for work purposes.

Support is also available for opportunities that will help disabled people get ready for employment such as DfE Traineeships, Sector-based Work Academies and DfE Supported Internships.

4. Volumes

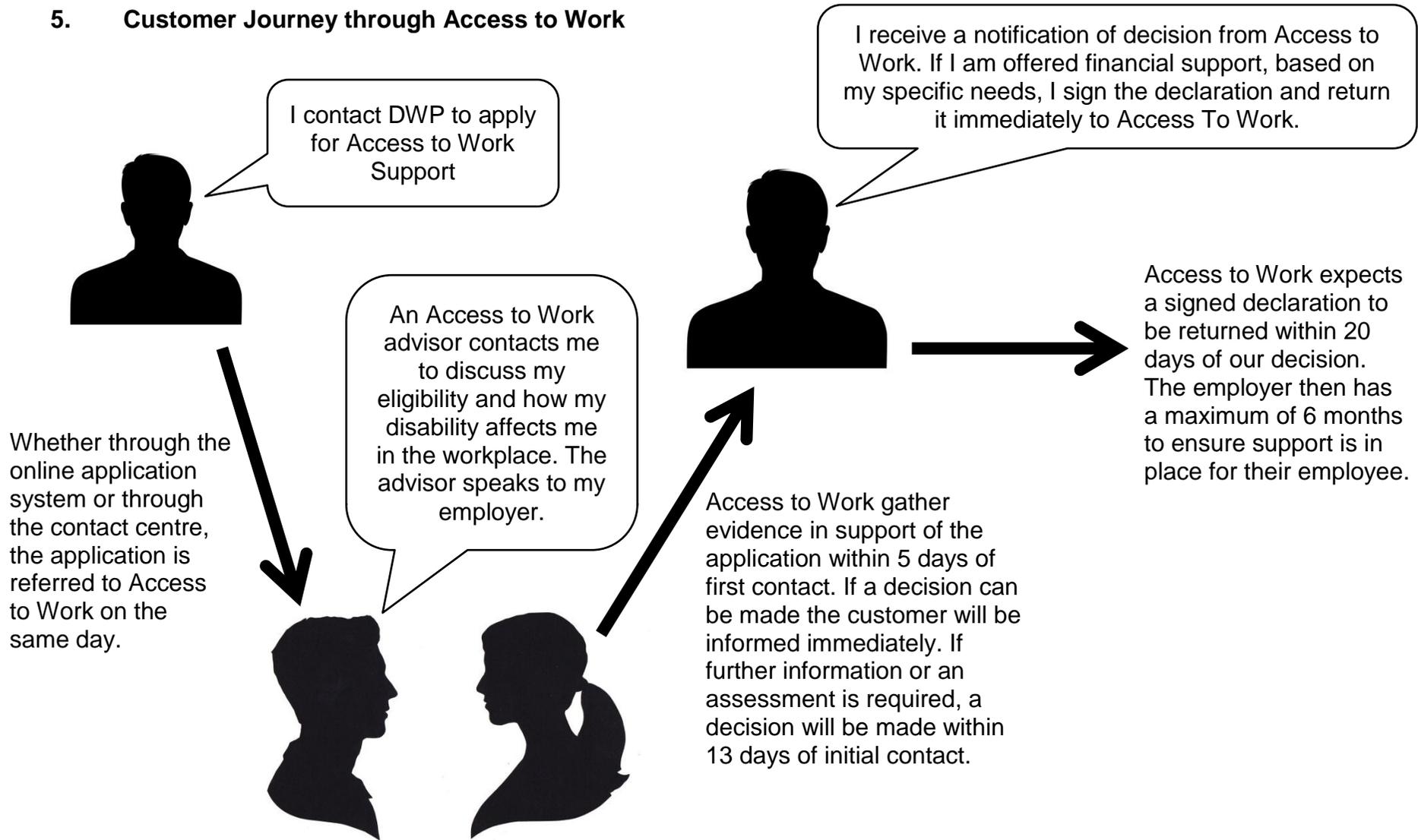
- 4.1 The total number of Assessments delivered under the existing contractual arrangement are as follows;

Year	2014	2015	2016 (to August)
Number of Assessments	11,153	11,177	9,856

- 4.2 Indicative annual volumes for this Service are included at Annex A. It should be noted that the demand led nature of the AtW Programme means volumes may fluctuate and the successful Contractor(s) will need to be capable of managing such fluctuations and unpredictable demand.

The Authority does not guarantee any volumes of work within this Contract.

5. Customer Journey through Access to Work



6. Design and content

- 6.1 The Authority is inviting tenders, in line with this Specification, to provide quality Holistic Assessments for Customers, to support the decision making process within the Authority.
- 6.2 A Holistic Assessment, (also referred to as a “Needs Assessment”), shall be undertaken and consider all aspects of the customer’s disability and explore all relevant factors that impact on their work place barriers. The Needs Assessment shall document how to overcome these by providing a range of solutions for the individual’s needs.
- 6.3 The Authority shall enter into two contracts, one with each contractor (also referred to as “Competing Contractor”) that together, will deliver the specified services in **all** the Geographical Groups listed at Annex A.
- 6.4 Until the first implementation of Market Share Shift (“or MSS”), the Authority will endeavour to refer customers in equal numbers to each of the two contractors. Depending on performance, the Authority may change the share of referrals each contractor receives. This is referred to as a “Shift” of market share. Shifts are cumulative and therefore revised market shares will remain in effect until or unless further revised by a subsequent Shift.

See paragraph 10 of this document for details of how MSS may be applied.

- 6.5 A summary of the scope of the services required follow;
- on receipt of a Needs Assessment Referral Form (Annex B), the Authority will instruct the Contractor to conduct a Needs Assessment within the specified timescale.
 - when the Assessment is complete, the Contractor will complete a Needs Assessment Report (Annex C) and forward to the Authority within the specified timescale.
 - the Contractor will ensure that Staff carrying out Needs Assessments are suitably qualified, have appropriate impairment expertise and are able to assess customers’ varying needs
 - the Contractor will collate and supply Management Information as specified by the Authority at paragraph 8.1 of this document within specified timescale.
 - the Needs Assessment Report template at Annex C is the basis on which the Authority’s AtW Advisers decide the best possible

solution for the Customer. It must therefore be meet the acceptability standards specified at Annex E.

6.6 Out of Scope

6.6.1 The Contractor is required to **NOT**;

- perform Assessments in any geographical territory other than those listed in Annex A;
- comment upon or provide advice to the Customer about any aspect of the AtW programme or potential decision on their pending application as to what the outcome may be;
- provide work related support for Customers with regard to mental health provision. These services are covered under a separate contract. It may however, be appropriate to refer to these services whilst the Assessor is performing an Assessment;
- deliver any equipment or any training that may be recommended within the Needs Assessment Report. However, there may be exceptional circumstances which will be dealt with on an individual basis by the Authority, the rationale for which must be stated in the sole supplier information section of the Needs Assessment Report.
- provide driving assessments;
- directly or indirectly market or promote any services to Customers

7. The Service Requirement

7.1 Assessors

7.1.1 The Authority will require the Assessors to:

- contact the Customer and Employer (unless otherwise indicated on the Needs Assessment Referral form) within twenty four (24) hours of receiving a Needs Assessment Referral to arrange a date and time for the Needs Assessment;
- undertake Needs Assessments. Recommendations made must be designed to overcome work related barriers relevant to the Customer's disability;
- demonstrate a sound understanding of the disability issues experienced by Customers and be able to identify appropriate options for support to address the barriers in Customers workplace;

- provide advice and guidance on technical and ergonomic issues;
- have a thorough understanding of what the Customer can be expected to do independently and record such advice in the Progression Planning section of the Needs Assessment Report;
- produce a Needs Assessment Report that must be received by the Authority within **eight** (8) Working Days of the referral date.

7.2 Contractor's Staff

7.2.1 The Contractor shall;

- provide suitably qualified Assessors with appropriate impairment expertise. Assessors must have a minimum of **one** (1) years relevant experience delivering the service in a vocational setting. The Contractor is responsible for ensuring that Assessors engaged on the contract have the necessary competencies including, but not limited to;
 - excellent communication skills, both written and verbal;
 - proven skills and knowledge to deal effectively with people with disabilities;
 - the ability to work under instruction and within a team;
 - ability to establish appropriate relationships with customers and employers;
 - understand and follow policies and procedures relating to confidentiality;
 - awareness of safeguarding vulnerable adults;
 - have an basic understanding of Health and Safety issues.
- Assessors must be screened and vetted in accordance with the requirements described in paragraph 8.9 of this document.
- ensure that staff that have direct dealings with AtW customers comply with legislation relating to safeguarding and protecting vulnerable groups. The Contractor must ensure and provide evidence that such staff are fully vetted and have passed a Disclosure Barring Service (DBS) prior to commencing working with AtW customers.

- notify the Authority before changes are made in relation to staff conducting Assessments.
- provide and fund Continuing Professional Development (CPD) of Assessors in their area of expertise at no extra cost to the Authority. Such activity must not interfere with or interrupt the Contractor's obligations and delivery. The Contractor must have systems in place to share and improve best practice and shall make available on request by the Authority evidence of their Staff's CPD;
- undertake Needs Assessments at the Customers' place of employment and provide a single Needs Assessment Report for each Customer within the timescales specified by the Authority;
- meet any reasonable requests made by Customers to accommodate additional needs at no extra cost to the Authority. Additional needs include, but are not limited to; an Assessor of the same gender as the Customer; an interpreter or a signer capable of British Sign Language. When an additional need is identified at the initial contact meeting and it is not practical to accommodate it immediately, the Contractor shall ensure that an alternative appointment is arranged and held within two (2) Working Days and shall ensure that the Customer's additional need is accommodated at all relevant future scheduled appointments/ interventions;
- if the Customer does not attend their appointment, the Contractor must do the following within the specified timescales;
 - notify the AtW Advisor that the appointment has been cancelled;
 - record the reason given for the cancellation and report with MI and;
 - schedule a new appointment with the Customer.
- ensure that all staff engaged on the Contract are fully trained and capable to perform the work with which they are tasked. In particular, staff must be conversant with the operating procedures of the Authority and how to deal with Customers and AtW users of the Service;
- communicate in a professional, effective and courteous manner at all times when liaising with users of the Service;
- not use any prohibited or controlled substances on duty. Staff

that are, or appear to be, under the influence of alcohol, prohibited substances or abusing controlled substances shall not be permitted to provide the Service. The Authority reserves the right to instruct the Contractor not to use an Assessor again. In the event of any dispute the decision of the Authority's Representative shall be final.

- complete a single Needs Assessment Report (irrespective of the number of Assessors involved in the Needs Assessment) to the standard specified Annex E and return it electronically encrypted to the Authority's specified e-mail address;
- be responsible for implementing a Quality Control process designed to ensure that Needs Assessment Reports are completed to the standard specified;
- provide a telephone Help Desk that will be the contact point for both Customers and the Authority. The Help Desk must;
 - provide an adequately staffed telephone service between the hours of 08:30 and 18:00;
 - answer all telephone calls within ten rings;
 - call Customers for the Authority back within three hours if enquiries cannot be concluded immediately
 - monitor their own response rates and be able to demonstrate that the specified levels of service are being met
 - provide an electronic means of contact (i.e. an email address/es) for accessibility purposes and acknowledge receipt of enquiries.
- process requests made by Customers or Authority Representatives and be able to demonstrate that they are prioritised and processed in an efficient , quick and customer-focused and cost effective manner
- attend ad hoc meetings as and when required on the Authority's premises. At least three (3) Working Days notice will be given by the Authority;
- attend periodic monthly meetings with the Authority's Representative to discuss performance;
- have a Risk Management process in place which is subject to

review and approval by the Authority's Representative on a monthly basis;

- work with the Authority in the development of the AtW digital platform currently under development. This includes the Needs Assessment Referral process and the Needs Assessment process.

7.4 Quality

7.4.1 The Contractor shall provide the Authority with the Services specified below:

- the Assessment report shall be completed to the specified standard in Annex E of this Specification;
- any Needs Assessment Report supplied to the Authority that is deemed as being not to the standard specified in Annex E must be resubmitted at the Contractor's expense within one (1) Working Day of return by the Authority;
- the Authority shall specify the reason for specified Needs Assessment Report being returned for rework as not to the standard specified in Annex E;
- Needs Assessment Reports returned for re-work shall be provided to the standard specified in Annex E and the specified timescales and returned by encrypted email to the AtW Advisor;
- the Contractor shall ensure that it has robust arrangements in place for managing and monitoring service delivery to ensure that the provision is of a sufficiently high quality.

7.5 Referrals and Payment

7.5.1 The Authority's AtW Advisers will be the sole source of referral, and Contractors are not expected to recruit participants externally.

7.5.2 The Contractor will use the Provider Referrals and Payment (PRaP) system to receive their referrals and to record customer activity. The Contractor will therefore need to have met relevant security requirements before contracts go live.

7.5.3 Payment for the provision will be via the PRaP system. Information on referrals and payments is included in the Provider Guidance.

7.5.4 Direct access to PRaP will be limited to Contractors/Contract Holders. More information on PRaP can be found at:

<http://www.dwp.gov.uk/supplying-dwp/what-we-buy/welfare-to-work-services/prap/>

7.5.5 The Contractor should ensure that payment requests for approved Needs Assessment Reports are input to the PRaP system within one month of approval being given.

7.5.6 If PRaP is not enabled at the start of the Contract:

- The Authority shall manage payments to the Contractor via the Resource Management system. To enable this, the successful Contractor(s) must be BACS enabled. The Authority may make changes to its payment system which will be notified to you in advance of any such changes;
- The Contractor must ensure that payment requests for approved Needs Assessment Report are sent to the Authority within one month of approval being given;
- Payment will be made monthly upon receipt of an invoice that contains a list of the customers Unique Reference Number (URN) where completed Needs Assessment Report has been accepted as to the specified standard by the Authority;

8. Working with the Authority

8.1 Management Information

8.1.1 The Contractor shall supply the Authority with Management Information stated below by encrypted email and by Geographical Group on a monthly and yearly basis (by the 3rd Working Day of each month) to the AtW Team and Performance Manager. The Contractor can discuss and agree with the Authority ways to improve this format after the Contracts have been awarded.

8.1.2 The monthly MI must comprise:

- Key Performance Indicators reports
- the number of reports returned outside eight (8) Working Days in month, year to date and as a percentage of the total reports;

- the oldest case – number of days outstanding from referral and reasons for delay, and volumes outstanding at the end of the month;
- the volume of cancellations made by Customers in month and by year to date including reasons for cancellation and the date on which the Customer was re-booked;
- the volume of cancellations made by the Contractor in month and year to date including reasons for cancellation and the date on which Customer was re-booked;
- primary disability assessed in month and year to date;
- top ten recommended solutions in month and year to date;
- the number of complaints handled by the Contractor and time taken to resolve to Customer's satisfaction (Working Days) in month and year to date;
- the number of complaints referred to the Authority in month and year to date;
- the number of Needs Assessments completed in month and year to date;
- the number of specified standard requests outstanding in month and the oldest date of referral;
- a list of all Assessors engaged on the contract detailing their skills, experience, clearances and qualifications.

8.1.3 As and when directed by the Authority's Representative, the Contractor shall collect statistical data which, in the opinion of the Authority's Representative, is relative to the Services being provided under the Contract. The Staff shall make available for inspection all such records and work counts upon the request of the Authority's Representative within ten (10) Working Days.

8.2 Sharing of Management Information

8.2.1 There are defined controls in place concerning the sharing of Management Information that the Contractor must ensure are followed. These are detailed within the Contract at Section E.

8.2.2 The Contractor shall not (and shall ensure that any of its Staff does not) at any time publish, disclose or divulge any of the Management

Information to any third party until the date of publication of the official and/or national statistics.

- 8.2.3 The Contractor must implement appropriate arrangements which ensure that the Authority's information and any other Authority assets are protected in accordance with prevailing statutory and central government requirements.
- 8.2.4 It is the Contractor's responsibility to monitor compliance of any sub-contractors and provide assurance to the Authority.
- 8.2.5 Any Sensitive Personal Data (as defined in the Data Protection Act 1998) transferred to the Authority must adhere to data security standards.

8.3 Enquiries and Complaints

- 8.3.1 The Contractor must have an appropriate and effective complaints process across its whole supply chain to resolve Customers' complaints. The Contractor must explain its complaints process to the participant in its first contact with them and make a clear reference to the Independent Case Examiner (ICE) and their role including contact details. More information regarding the Independent Case Examiner can be found in the Generic Guidance for DWP Providers document. The Contractor must seek to resolve problems internally.
- 8.3.2 The Contractor should refer to the Complaint Resolution Core Briefing Pack for Providers (a link to this pack is given in the Generic Guidance for DWP Providers) and the DWP Customer Charter when reviewing its processes.
- 8.3.3 The Contractor must document any discussions and their outcomes, allowing the Customer to see and sign the record. The Customer will be told the outcome of issues raised by them through the complaints procedures.
- 8.3.4 Where a Customer is unhappy about the service they receive from the Contractor and raises a complaint, the Contractor should ensure that it follows each step of its detailed process robustly in order to bring the complaint to a satisfactory conclusion.
- 8.3.5 After following all steps in the Contractor's process it must include in its final response to the Customer a standard text which signposts the Customer to contact ICE should they wish to pursue their complaint.
- 8.3.6 ICE will mediate between the Contractor and the participant to broker a resolution. If a resolution cannot be agreed between either party, ICE

will undertake a full investigation of the complaint. To ensure that a thorough investigation can take place, the Contractor must provide all the paperwork which relates to the complaint. The ICE office will ask for these when required.

8.3.7 The Contractor shall forward any information required for the Authority in order to respond to, including but not limited to;

- Treat Official correspondence;
- Ministerial correspondence;
- Freedom of Information requests
- Parliamentary questions;
- Ministerial briefings;
- Parliamentary Commissioner for Administration cases;
- Press enquiries;
- Other ad hoc queries from third parties.

Any approaches made directly to the Contractor by any organisation will be forwarded to the Authority and not replied to by the Contractor.

8.4 Advice

8.4.1 The Contractor shall keep the Authority informed of any developments in availability of new techniques and changes in relevant legislation that affect the Services. This information shall be provided in advance of any change being notified in writing to the Authority's Representative.

8.4.2 The Contractor shall cooperate with the Authority in relation to making improvement to Services provided to Customers. The Contractor acknowledges that any such suggestions for improvement shall be shared with the other contractor providing "Access to Work Assessment" Services, subject to confidentiality and commercial sensitivity of such information.

8.5 Contract Management

8.5.1 Monthly Contract performance reviews shall be held between the Authority's Representative and the Contractor's Representative. The Authority reserves the right to change this frequency. Such activity shall be at no cost to the Authority.

- 8.5.2 The Authority's Representative and the Contractor's Representative shall agree an appropriate method of updating the Contractor on information, data, progress, changes to processes and procedures and issues relating to the Service. Any change required to the Contract required as a result of such update shall be made in accordance with Clause F3 of the terms and conditions of Contract.
- 8.5.3 Where the Contractor identifies problems relating to any aspects of the Services, they shall be responsible for ensuring that such problems are resolved in a manner approved by the Authority's Representative.
- 8.5.4 The Contractor shall report in writing to the Authority's Representative any proposed changes to the way in which the Services are accessed or suggestions for improving the efficiency of the Services provided. Any change agreed in connection with this paragraph shall be made in accordance with clause F3 of the terms and conditions of Contract.

8.6 Data Security

- 8.6.1 The Contractor shall have policies and guidelines in place to manage the use of encryption. The Contractor shall ensure that the level of encryption is appropriate to the information held. This should be of a minimum standard (FIPS140-2) and be compatible with PGP Desktop Professional Version 9.6 or any subsequent upgrades the Authority may introduce. Any upgrades or changes to the Contractor's encryption software required as a result shall be at no additional cost to the Authority.
- 8.6.2 All Customer data transmitted in connection with the Contract, including internal exchanges shall be encrypted.
- 8.6.3 Needs Assessment Reports shall be transmitted to the Authority in a secure electronic manner, as specified by the Authority. The Contractor is required to upgrade to new versions of the software if required by the Authority at no additional cost to the Authority.
- 8.6.4 Both the Needs Assessment Referral and the completed Needs Assessment Report will contain Sensitive Personal Data (as defined by the Data Protection Act 1998), which represents a potential security risk. Assurances shall be provided by the Contractor in relation to the mitigation of this risk in accordance with Schedule 6 of the terms and conditions of Contract.

8.7 The Provider Assurance Team (PAT)

- 8.7.1 The Provider Assurance Team (PAT) provides the DWP CEP Director with an assurance that provider systems of internal control are such that payments made to providers are in accordance with DWP and Treasury requirements.
- 8.7.2 PAT reviews and tests providers' systems of internal control to establish how effective they are at managing risk to DWP in relation to CEP expenditure, service delivery and data security, including the arrangements they have in place for their supply chain.
- 8.7.3 This work is carried out by reviewing Providers' internal control systems to assess their ability to manage risk across four key areas:
- Governance Arrangements – covering the Provider's governance arrangements, systems for tracking and reporting performance and their anti-fraud measures;
 - Service Delivery – includes the Provider's systems for starting, ending and moving Participants through Provision and generally looks to ensure that DWP is getting the service it is paying for. This section also covers management of the supply chain;
 - Claim Procedures and Payments – looks to ensure that Providers have in place effective systems to support their claims for payment, including appropriate segregation of duties; and
 - Data Security – looks to ensure that Providers have in place adequate systems to safeguard DWP data whilst it is being stored and/or transmitted around their organisations. This scope area is assured by DWP's Supplier Security Team as part of each PAT review
- 8.7.4 On completion of each review Providers are awarded a PAT assurance rating in one of the following four categories – (i) weak; (ii) limited; (iii) reasonable; or (iv) strong, and you will also receive an assurance rating from SST regarding data security. These two assurance levels are combined to provide a composite overall assurance level. The Provider is sent a formal report which details the review findings including key strengths and areas for improvement; where weaknesses have been identified. Providers are required to complete an action plan setting out appropriate steps for improvement. Action plans are followed up until PAT is satisfied that all required actions have been undertaken.

8.8 Data Security Requirements

8.8.1 Cabinet Office has introduced mandatory requirements relating to data handling, security and information assurance in government contracts. Information must be protected, together with systems, equipment and processes which support its use. The Authority's Contractors must provide an appropriate level of security. Bidders will be required to submit a Security Plan with their Tender, which details all activities required to safeguard DWP information in compliance with the Authorities Security Policy and standards.

8.9 Her Majesty's Government (HMG) Personnel Security Requirements

8.9.1 The HMG Baseline Personnel Security Standard is a staff vetting procedure. It requires that a number of checks are made on persons who are to be given access to Government assets (premises, systems, information or data). Full details of the contractual obligations required to comply with the above procedures can be found in the Guidance document "HMG Baseline Personnel Security Standard - A Guide for DWP Contractors". A PDF version can be viewed at:

<https://www.gov.uk/government/publications/data-protection-and-security-of-information-supplying-to-dwp>

8.10 The Authority's Customer Charter

8.10.1 The Authority is committed to providing high quality and efficient services to our claimants. The Authority's Charter sets out the standards that claimants can expect and what their responsibilities are in return. The Authority is dedicated to raising the standards of all our contracted provision and requires all Contractors and sub-contractors to embed the principles of the Customer Charter into the services they deliver on the Authority's behalf.

8.10.2 The Customer Charter can be found at:

<https://www.gov.uk/government/publications/our-customer-charter>

8.11 The Authority's Code of Conduct and Merlin Standard

8.11.1 The Authority's Code of Conduct spells out the key values and principles of behaviour which the Authority expects of the Contractor which are essential for creating healthy, high performing supply chains. The Contractor will be expected to operate in accordance with the Code of Conduct.

8.11.2 The Code is Annex D to the Authority’s Commissioning Strategy and be found at:

<https://www.gov.uk/government/publications/dwp-commissioning-strategy-2014>

8.11.3 Potential Suppliers need to be aware that they must attain the Merlin Standard (including any future iterations or successor that may be introduced during the course of the contract), if not already held, where they have a supply chain within their delivery model for this contract. Potential Suppliers will be assessed against the Merlin Standard by a third party organisation within a year of the contract go live and they must achieve accreditation within 1 year and every two years thereafter. For further information on the Merlin Standard, please see:

<http://www.merlinstandard.co.uk/>
<http://www.dwp.gov.uk/docs/merlin-standard.pdf>; and
<http://www.dwp.gov.uk/docs/sub-contracting-merlin-guidance.pdf>

8.12 Transfer of Undertakings (Protection of Employment) Regulations 2015 (TUPE)

8.12.1 TUPE is likely to apply. Please see the Invitation to Tender for details.

8.13 Disability Confident

8.13.1 Contractors must attain Level 3 accreditation within 12 months of being awarded a contract. More information can be found at the link below:

<https://www.gov.uk/guidance/disability-confident-how-to-sign-up-to-the-employer-scheme#level-3-disability-confident-leader>.

9. Key Performance Indicators (KPIs)

9.1 The Key Performance Indicators are detailed below. These are minimum performance levels and the Authority expects them to be maintained for the duration of the contract. Where there is room for improvement, the Authority expects performance to improve over the course of the contract.

Ref	SERVICE OR PROCEDURE	DESCRIPTION OF STANDARD REQUIRED	MONITORED BY	Compliance Risk Rating
KPI 1	Initial contact made	Initial contact is made within one (1) Working Day of referral by the Authority and is recorded on PRaP within 2 Working Days of the initial referral.	The Authority	96% & above Green 95% - 91% Amber 90% & below Red
KPI 2	Return of completed specified Needs Assessment Report	90% of Needs Assessment reports to be sent and received by the specified AtW Adviser within eight (8) Working Days of referral by the Authority and recorded on PRaP within 15 Working Days.	The Authority	90% & above Green 94% - 91% Amber 90% & below Red
KPI 3	Return of completed specified Needs Assessment Report	90% of Needs Assessment reports to be with the specified AtW Adviser within eight (8) Working Days of initial referral by the Authority to the required quality (see KPI 4)	The Authority	90% & above Green 94% - 91% Amber 90% & below Red
KPI 4	Accuracy (quality)	Minimum of 99% of reports meet the standard of acceptability defined in Annex E.	The Authority	99% & above Green 98% - 96% Amber 95% & below Red
KPI 5	Rework of the specified Needs Assessment Report	Within one (1) Working Day of return by the Authority to the specified AtW Adviser.	The Authority	96% & above Green 95% - 91% Amber 90% & below Red

Access to Work Holistic Assessment – Specification

KPI 6	Provide detailed Management Information	Monthly returns by the third (3 rd) Working Day of each month. Yearly returns by third (3 rd) Working Day following anniversary of the Contract.	The Authority	100% Green 99% Red
KPI 7	To forward all Contractors complaints and proposed draft responses to the Authority	Within five (5) Working Days of receipt for approval ahead of issue to the Customer. Rework to be done within one (1) Working Day of notification by the Authority.	The Contractor	99% & above Green 98% - 96% Amber 95% & below Red
KPI 8	To forward any complaints relating to the Authority to the Authority	Within two (2) Working Days of receipt	The Contractor	99% & above Green 98% - 96% Amber 95% & below Red

- 9.2 The DWP operates a robust performance management regime to hold providers to account for their performance under the contract. The aim is to ensure that Performance Levels are met.
- 9.3 Contractors will have monthly discussions with Performance Managers to review performance in month and trends achieved against contractual requirements.
- 9.4 Contractors will have monthly Contract Performance Reviews with their Performance Manager and AtW single point of contact.
- 9.5 Contractors update their Performance Manager immediately on any changes to information, data, progress, processes, procedures and issues relating to this service.
- 9.6 Performance Monitoring will be used to monitor and support continuous improvement and monitor agreed performance improvement actions.

- 9.7 Where required, DWP will invoke the right to move through the four stages of intervention, as deemed appropriate by level of performance and responsiveness to meeting requirements.

The four Levels are;

Level 1: Performance Management Regime (PMR) - Performance will be managed on both quantitative and qualitative aspects of the contract as detailed above.

Level 2: Informal action – Performance Manager led - An Action Plan will be used to capture all agreed actions for performance improvement including incremental performance and pipeline data that may lead to outcomes, review dates and the Management Information to inform the KPIs.

Level 3: Informal action – Nationally led - Provider will be invited to a meeting to discuss performance and will receive a Management letter to request that performance improves. At this stage the Provider will be informed that formal action could be taken in the event that performance doesn't improve.

Level 4: Formal action - DWP will take formal action by issuing a notice to address failure to respond to previous intervention activities undertaken. In the event that performance does not improve to the levels stipulated in the KPIs/TPLs DWP may take action to terminate the contract.

10. Market Share Shift (MSS)

- 10.1 The Authority will, on the Market Share Shift Review Date (which will be 2 months following the end of each MSS assessment period), assess each Competing Contractor's performance over the preceding MSS assessment period against KPI 3. MSS assessment periods will be the 6 months starting from service commencement and each period of 6 months thereafter.
- 10.2 Where the Competing Contractor with the lowest performance against KPI 3 (for a MSS assessment period) has a compliance risk rating for that KPI of Amber or Red (see the table following paragraph 9) the Authority may, at its sole discretion, reduce the future market share of that Contractor by ten (10) percentage points and increase the market share of the Competing contractor with the higher KPI 3 score (for the same period) by a corresponding ten (10) percentage points.

- 10.3 Shifts are cumulative and therefore revised market shares will remain in effect until or unless further revised (up or down) by a subsequent Shift.
- 10.4 To be considered for an increase in market share the Contractor must, if they have before the Market Share Shift Review Date been subject to the relevant assessment, achieved in the most recent assessment:-
- (a) Provider Assurance Team Rating of “reasonable” or “strong”;
 - and
 - (b) Merlin Standard Accreditation of “excellent”, “good” or “satisfactory”
- 10.5 Until the first implementation of MSS the Authority shall endeavour to refer customers to the Prime Contract and a Competing Prime Contractor in equal numbers. At the end of the 6 month MSS assessment period (starting from service commencement) and each six month assessment period thereafter, the Authority shall:
- (a) assess the Contractor’s performance against KPI 3 over the MSS assessment period.
 - (b) not consider MSS if both the Contractors are ‘Green’ on KPI 3.
 - (c) determine MSS on the Market Shift Review Date which will be 2 months following the end of the MSS assessment period.
 - (d) shall (at its sole discretion) if one or more provider is rated Amber or Red against KPI 3 allocate ten (10) percentage points less market share to the lower performing Contractor against KPI3 and the Contractor whose performance is higher will be allocated ten (10) percentage more market share.
 - (e) ensure that the maximum market share that one Contractor can achieve is eighty (80)%.

Indicative Volumes by Geographical Group

Geographical Group	Post codes	Indicative Annual Volume for Year 1 of the contract (to nearest 50)	Indicative Annual Volume for Years 2-4 of the contract (to nearest 50)
Scotland	AB, DD, DG, EH, FK, G, TD, KA, KW, KY, ML, PA, PH, IV	950	1,200
North East England	DH, DL, HG, HU, LS, NE, SR, TS, WF, YO	2,200	2,650
North West England	BB, BD, BL, CA, CH, CW, FY, HD, HX, L, LA, M, OL, PR, SK, WA, WN	2,000	2,450
Central England	CB, CO, DE, DN, IP, LE, LN, NG, NR, PE, S B, CV, DY, HR, NN, ST, TF, WR, WS, WV	3,050	3,600
London & Home Counties	BR, CR, DA, E, EC, EN, HA, IG, KT, N, NW, RM, SE, SM, SW, TW, UB, W, WC, WD	3,250	3,850
Southern England	BA, BH, BS, DT, EX, GL, PL, SN, SP, TA, TQ, TR AL, BN, CM, CT, GU, HP, LU, ME, MK, OX, PO, RG, RH, SG, SL, SO, SS, TN	2,800	3,300
Wales	CF, LD, LL, NP, SA, SY	800	1,050

Annex B

This report framework should be flexible and open to change to allow us to respond to change in the life of the contract.

Needs Assessment Referral

Customer Name

Customer URN

Place of Assessment

(Full name and address including details of additional sites to be visited)

Additional ID required Y/N

Preferred Contact details

Work	Home	Other
Email	Mobile	

Employment Contacts

Name	Position	Contact details
	i.e. Line manager	
	IT contact	
	Site manager	

Availability of Customer in the next ten (10) Working Days.

Availability of Employer in the next ten (10) Working Days.

Availability of Access to Work Adviser in next ten (10) Working Days.

Disability description

The information provided on disability is as stated by the Customer at the time of the Adviser appraisal. The assessor must provide a report which details a holistic assessment approach looking at any secondary disabilities that may not have been disclosed or the further impact of the disability, for example mental health conditions, anxiety etc.

Job Title/Description

Current reported performance against job tasks (impact of disability)

Organisational Set Up – *i.e. for example, does the employer have 250+ employees, access to IT support, Occupational Health facilities or are they a two man operation working from home.*

Detail the Customer’s experience with previous solutions

Access to Work Adviser Name

Access to Work Adviser Email

Access to Work Adviser Telephone Number

Date of referral

If you have any queries on the content of this report, please refer back to your Access to Work Adviser on the telephone number above.

Needs Assessment Report

Personal Details

Only include the Customer name and URN provided on referral form.

Employment Details

Job title only

The assessor must inform the Adviser immediately if they find that any information on the referral form is incorrect. Do not include additional corrected personal details on the report unless DWP IT protection standard has been agreed and allows.

The place of assessment (check one)

Customers employment address as stated on the referral form

At Customers workstation

Address other than employees' workplace

(This must be authorised by AtW in advance of the assessment)

Job analysis

To include, working pattern, office based, mobile, and job description

Disability/Health condition.

Including any secondary disabilities not already identified.

Access to Work Holistic Assessment – Specification

Include History, relevant medical details, medication and current professional help

Assessment of needs

The holistic assessment must present the barriers and give subsequent solutions for each one with each recommendation highlighted in bold. Bold each recommendation only once. The assessment must be Holistic. It must include details of why current equipment/solutions are not meeting the needs of the Customer.

Employer Section – *the assessment must detail the capacity and knowledge of the organisation to highlight any areas of awareness or training to be addressed. It must address the compatibility of solutions with employers IT. It should also include details of employer H@S requirements.*

Recommendations - *should not just be an equipment list but be specific on the specification and qualities required of a particular item and must meet the minimum need for the Customer. For example do not just list a specific magnifier but state what it needs to be able to do and why for this Customer (barrier, requirement, possible solutions). This will facilitate comparisons and potentially allow employers to source best value. Full justification must be given for any recommendations.*

Quotes & Suppliers. *Provide on a separate page three quotes for each item over £500 to assist the employer in purchasing. All quotations should be in order of value for money e.g. a recommended items ranging from £500 to £1500 would be in order of value for money.*

Progression planning - *Reports should include a prognosis for independence and a suggested programme of tapering withdrawal of people support as appropriate. For example public transports increasing accessibility is reviewed in travel to work therefore we would consider technology reviews for support worker duties to facilitate independence if possible.*

Support Contractor's Name

Support Contractor's Signature

Date of assessment

If you have any queries on the content of this report, please refer back to your Access to Work Adviser.

Sole Supplier Information

Customer Name

Customer URN

Customer workplace barrier

What is task that the customer cannot do, what has the item to overcome?

Proposed Solution

What does the solution need to do/provide?

Proposed Supplier

Why is this supplier the only person who can supply the item or solution?
State clearly the specialist nature of the item.

Please provide contact details of three other companies in the same field of expertise who have been approached for quotes and have confirmed they are unable to provide the item or an alternative solution.

Access to Work Holistic Assessments Customer Journey (text version)

1. The Customer contacts the Authority's Access to Work Contact Centre who arrange for an AtW Adviser to contact the Customer by telephone.
2. The AtW Adviser telephones the Customer to discuss disability work related issues.
3. Does the Customer require an external assessment? If yes **proceed to step 5**.
4. No Contractor involvement.
5. The AtW Adviser completes a Needs Assessment referral form and sends to the Contractor using encrypted email.
6. The contractor contacts the Customer to arrange a holistic assessment appointment within twenty four (24) hours of receipt.
7. Does the holistic assessment take place? If yes **proceed to step 8**, if no to refer back to Access to Work.
8. The assessment report is sent to the AtW Adviser using encrypted e-mail.
9. Is the report to the specified standard? If yes **proceed to step 12**.
10. Return to the Contractor for re-work.
11. The contractor undertakes re-work and returns the report in one (1) Working Day. Return to **step 8** on completion of re-work.
12. The AtW Adviser sends the confirmation e-mail to the contractor to confirm receipt of a specified standard assessment report.
13. The AtW Adviser makes the decision if an award is applicable and advises the Customer accordingly, sending written notification of the award to Customer and employer.
14. The Customer is assigned a unique reference number and added to the current month's invoice to the Operational Support Unit (OSU). The Contractor removes all details from the report and saves it under their unique reference number.
15. On receipt of the monthly invoice, OSU releases payments following checks.

Specified Standard

1. The Authority is keen to ensure that the quality of Access to Work provision provided by the Contractor is exemplary.
2. The Contractor is responsible for ensuring that Customers and their Employers have access to suitable and high quality support in a way that provides a good service and an excellent customer experience. For Access to Work to offer the most effective support possible to Customers, a number of key features are integral to delivery. In providing the Services the Contractor is required to:
 - focus strongly on speed and accuracy;
 - demonstrate a sound understanding of the breadth of disability issues which may be experienced by the Customer and the appropriate support options available to address the Customer's workplace barriers to meet the each Customers minimum needs;
 - provide advice and guidance on technical and ergonomic issues as deemed appropriate by the Authority;
 - build strong links with key partner organisations.
3. In particular, the Needs Assessment Report shall be in the format specified below and be fit for purpose:
 - legible and in plain language;
 - checked for grammar, spelling and punctuation;
 - well-presented and of good quality;
 - in point 12 Arial font (unless alternative requirements are needed due to the Customer's disability);
 - logically sequenced, clear, informative and complete;
 - fully detailed and consistent (please note it will be seen by the Customer and/or their Employer);
 - not prescriptive but provides recommendations based on evidence (terminology used should demonstrate an emphasis on independence and choice);

- Each recommendation provided is detailed in order of value for money.
4. The Needs Assessment Report template at Annex C shall be completed and used to enable Access to Work Advisers to determine the best possible solution for the Customer in question.
 5. It is important that the Needs Assessment Report is of good quality in accordance with the standards specified in this Annex E and the Access to Work Team will define whether Needs Assessment Reports are to the 'specified standard', based on the criteria below.
 6. A Needs Assessment Report may be deemed not to the standard specified in this Annex E and therefore rejected if one or more of the following reasons applies:
 - there is the wrong number of quotes or no quotes have been provided (NB. Also see Exceptional Circumstances on page 8 of the Contractor Guidance);
 - there is no sole supplier stencil (if appropriate);
 - three quotes are not provided for items over £500;
 - for training quotes – if a quote is provided per training session instead of for the complete package to avoid providing three quotes (e.g.: half day support costs £150 but the Customer needs ten (10) half days, taking the cost up to £1,500, we therefore would require three quotes as the item cost is over £500);
 - quotes are not calculated accurately;
 - quotes do not include VAT/delivery costs;
 - quotes are not on a separate page;
 - value for money is not considered (i.e.: many cheaper quotes available);
 - in regard to chairs, if the quotes are for different specifications;
 - compatibility checks are not done before recommending equipment/ software;
 - incorrect information is reported;
 - there are spelling and grammatical errors;

- the recommendation for support is not available in the Customer's area;
- recommending human support without AtW Advisers' consent;
- recommending human support without exploring other options;
- there is no full justification for the support recommended;
- there is no explanation of how recommendations will overcome the Customer's difficulties;
- it is evident that the Assessor has been influenced by Customer preference and has not considered the minimum requirements (e.g.: this is sometimes evident in reported conversations with AtW Advisers which focus on what the Customer 'prefers' or 'wants');
- there is missing information as per the Needs Assessment Referral standards (i.e.: progression planning, employer section) in the Needs Assessment Report;
- it contains personal/confidential information reported to the Assessor that the Customer did not want disclosing on the report (Assessors should ensure that they advise the Customer that they will report anything they tell them unless otherwise stated). If the Assessor wants to make the AtW Adviser aware of any issues, a separate document can be added for the AtW Adviser's eyes only (the Customer may report that they told the Assessor not to include certain information);
- the Needs Assessment Report indicates that the Employer is not sympathetic or making reasonable adjustments when this is not the case (i.e.: reporting that time off is needed for appointments, breaks required etc. This is positive in showing that the Assessor is taking an holistic approach but needs to be worded in a way that indicates the Employer is already supportive of this (if this is the case)) The Needs Assessment Report should be fact based, impartial, unbiased and non-critical of the Employer or individual;
- the Needs Assessment Report is too prescriptive in telling the Employer what they should be doing instead of suggesting under reasonable adjustments;
- there is no evidence that an holistic approach has been taken;
- the barriers are not fully explained;

- the Needs Assessment Report is too prescriptive in advising what the AtW Team will or will not pay for;
 - no job analysis is contained in the Needs Assessment Report.
7. The Contractor will be notified by email as to whether the Needs Assessment Report has been accepted or rejected. Wherever possible, this will be within five (5) Working Days of the receipt of the Needs Assessment Report. The standard notification stencil which will be used to notify you can be found at Annex C of the Contractor Guidance.
 8. If the AtW Team decide that a Needs Assessment Report is not to the standard specified in this Annex E you will be notified of the reason and you will be required to review and resubmit the report within one (1) Working Day of its return.
 9. If you are concerned about a Needs Assessment Reports that has been returned for rework, you should refer to your Single Point Of Contact (SPOC) the AtW Team. In the absence of the SPOC you can contact The Authority's Representative to determine the appropriate action to take.
 10. The AtW Team will monitor the quality of Needs Assessment Reports and the number returned to the Contractor as unacceptable on a monthly basis.
 11. This information will be discussed formally as part of regular performance reviews led by the Authority Performance Manager. Where appropriate, remedial measures in accordance with clause F5 of the terms and conditions of Contract will apply
 12. Assessors should be suitability qualified and experienced to enable them to recommend the correct solutions. If, following investigation, the Contractor is found to be responsible for making incorrect recommendations, they will be liable for any additional costs. This would include an additional holistic assessment, if necessary.

CRT Template

Issue Resolution Stencil

Complaint	<input type="checkbox"/>	Suggestion	<input type="checkbox"/>	Compliment	<input type="checkbox"/>	
Once and Done (resolved on site)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Signposted	<input type="checkbox"/>

Customer Information

Name*			
Date of Birth*			
NINO*		Postcode	
Telephone	Home	Mobile	

Does the customer wish all communication to be in Welsh?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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Benefit*	
Claim Event*	
National Type*	
Sub Category*	

Brief Summary of Complaint, Suggestion or Compliment

Name of Site Where Feedback Received*		Completed By*	
Date received on Site*			
Feedback Received By*			

Email Completed Form To*	
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Note: Contact Centre templates may need to be e-mailed to a Team Leader or SPOC for further action.

In the subject line of the e-mail state: **Official: Resolved: Customer’s last name** for ‘Once & Done’ and, for complaints needing further action: **Official: Unresolved: Customer’s last name**