

**Specification for**

**Job Entry: Targeted Support Scotland**

**(JETS Scotland)**

Date: October 2020

[Section 1: Overview 5](#_Toc53124637)

[Introduction 5](#_Toc53124638)

[The Job Entry: Targeted Support Scotland Call-Off Specification 5](#_Toc53124639)

[Background 6](#_Toc53124640)

[Job Entry: Targeted Support Scotland Requirements 7](#_Toc53124641)

[Integration with Local Areas 8](#_Toc53124642)

[Critical Success Factors 8](#_Toc53124643)

[Critical Success Factor 1: 8](#_Toc53124644)

[Critical Success Factor 2: 8](#_Toc53124645)

[Critical Success Factor 3: 8](#_Toc53124646)

[Critical Success Factor 4: 8](#_Toc53124647)

[Critical Success Factor 5: 8](#_Toc53124648)

[Contract Package Area 8](#_Toc53124649)

[Programme Evaluation of Job Entry: Targeted Support Scotland (JETS) 9](#_Toc53124650)

[Funding Model 9](#_Toc53124651)

[Contract Duration and Implementation 9](#_Toc53124652)

[Maximum Duration of Participation 10](#_Toc53124653)

[Early Completer 10](#_Toc53124654)

[Completing Provision 10](#_Toc53124655)

[Participant moves to another geographical area 11](#_Toc53124656)

[JETS Scotland Provision Participant Volumes 11](#_Toc53124657)

[Section 2: Service Requirements 12](#_Toc53124658)

[Aim of the Provision 12](#_Toc53124659)

[The Job Entry: Targeted Support Scotland Delivery Model 12](#_Toc53124660)

[Participant Eligibility 14](#_Toc53124661)

[Participant Suitability 14](#_Toc53124662)

[Participant Identification 15](#_Toc53124663)

[Participant Referral Process 16](#_Toc53124664)

[Mandation /Benefit Sanctions 19](#_Toc53124665)

[Provider Management Information 20](#_Toc53124666)

[Participant Journey 20](#_Toc53124667)

[Section 3: The Commercial Approach 21](#_Toc53124668)

[The Commercial Approach 21](#_Toc53124669)

[Overview 21](#_Toc53124670)

[Contract Duration and Start Date 21](#_Toc53124671)

[JETS Scotland Tender Evaluation 21](#_Toc53124672)

[Notification to the Preferred Provider 22](#_Toc53124673)

[Standstill Period 22](#_Toc53124674)

[Debrief to Unsuccessful Providers 22](#_Toc53124675)

[Transfer of Undertaking (Protection of Employment) Regulations 2006 22](#_Toc53124676)

[Open Book Accounting 22](#_Toc53124677)

[Costs and Expenses 22](#_Toc53124678)

[Working with Small and Medium Enterprise 23](#_Toc53124679)

[Section 4: Delivery Expectations 24](#_Toc53124680)

[Introduction 24](#_Toc53124681)

[Performance Management and Intervention Regime 25](#_Toc53124682)

[Provider Directly Employs Participants 26](#_Toc53124683)

[Performance Criteria 27](#_Toc53124684)

[Performance Management Regime Guiding Principles 29](#_Toc53124685)

[Section 5: The Funding Model 30](#_Toc53124686)

[Background 30](#_Toc53124687)

[Summary 30](#_Toc53124688)

[A Delivery Fee 30](#_Toc53124689)

[Outcome Payments 30](#_Toc53124690)

[Validation 31](#_Toc53124691)

[Employed Work 31](#_Toc53124692)

[Self-Employed Work 32](#_Toc53124693)

[Payments to Providers 33](#_Toc53124694)

[Section 6: Provider Assurance and Governance 34](#_Toc53124695)

[Contracted Employment Programmes Provider Assurance Team 34](#_Toc53124696)

[The Department’s Code of Conduct 35](#_Toc53124697)

[The Disability Confident Scheme 35](#_Toc53124698)

[Life Chances Through Procurement 36](#_Toc53124699)

[Data Security 36](#_Toc53124700)

[Glossary of Abbreviations 37](#_Toc53124701)

[Annex 1: Participant Journey 38](#_Toc53124702)

[Voluntary Participant 38](#_Toc53124703)

[Mandated Participant 39](#_Toc53124704)

[Annex 2 40](#_Toc53124705)

[Contract Package Area Information 40](#_Toc53124706)

[Local Authorities within Contract Package Area 41](#_Toc53124707)

[Annex 3: Funding Model 42](#_Toc53124708)

[Annex 4: Additional Information 43](#_Toc53124709)

[Travel Expenses 43](#_Toc53124710)

[Checks for the Disclosure and Barring Service 43](#_Toc53124711)

[Provider Referrals and Payments System 43](#_Toc53124712)

[Interaction with other Provision/Participation in other Programmes/Initiatives 43](#_Toc53124713)

[Partnership Working 44](#_Toc53124714)

[Providers Working with Government, DWP and Jobcentre Plus 44](#_Toc53124715)

[Working with Strategic and Local Partners 44](#_Toc53124716)

[Participant Feedback and Complaints Handling 45](#_Toc53124717)

[DWP Customer Charter 45](#_Toc53124718)

[Annex 5: Definitions 46](#_Toc53124719)

[Annex 6: Other Additional Information 49](#_Toc53124720)

# Section 1: Overview

## Introduction

* 1. Job Entry: Targeted Support Scotland Programme (**JETS Scotland**) has been designed in line with the Department for Work and Pensions (DWP) five key objectives as set out in the single Departmental Plan[[1]](#footnote-1): 2015 to 2020, along with plans for how these will be achieved and measured. They are to:
* run an effective welfare system that enables people to achieve financial independence by providing assistance and guidance into employment;
* increase saving for, and security in, later life;
* create a fair and affordable welfare system which improves the life chances of children and adults;
* deliver outstanding services to our customers and claimants; and
* deliver efficiently: transforming the way we deliver our services to reduce costs and increase efficiency.
	1. DWP will always positively seek to improve and introduce efficiencies in its operations and delivery. DWP will work with the Provider where such improvements impact on processes associated with this Programme.

##

## The Job Entry: Targeted Support Scotland Call-Off Specification

1. The Secretary of State for Work and Pensions is inviting providers, who have entered into the Commercial Agreement for the provision of Employment and Health Related Services (CAEHRS) under the Scotland Lot, to participate in Mini Competition in respect of the Scotland Lot to which they have been appointed and submit tenders for a Call-Off contract to deliver JETS Scotland.
2. The contract will be for a period of 12 months, commencing January 2021, with a funding envelope of £21.75m. DWP reserves the right to extend the contract for a upto a further 12 months at its absolute discretion, with an anticipated overall value of £45m

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1. This Call-Off Specification supplies information about DWP’s requirements with the intention that potential bidders can develop comprehensive delivery proposals and relative pricing schedules.

The Call-Off Specification comprises two parts:

* the main requirements for delivery, and
* the Annexes.

## Background

1. Recent months have seen the devastating impact of the Covid-19 virus on the UK economy. The impact to DWP was felt immediately with 950,000 new Universal Credit claims in the first two weeks of April 2020.
2. The impact of Covid-19 on unemployment will be substantial and could potentially last for some time. As part of the Chancellor’s Plan for Jobs announcement in July, government committed to introduce support for those on benefits that have been unemployed for more than 3 months. DWP capacity to respond at the level required immediately is limited as the scale of our operation has reduced significantly since the last recession and will take time to build up.
3. To support some of the increased caseload in the short term, DWP is seeking to maximise the use of external provision.
4. In England and Wales, including the Local Government Partner (LGP) areas in London and Manchester, we are extending the existing Work and Health Programme (WHP) to provide early access to labour market support for those made unemployed during Covid-19. The new WHP JETS service will be live in most of England and Wales from 5 October 2020, with services in all areas going live by the end of October 2020.
5. As there is no Work and Health Programme in Scotland, a new contracted offer will be developed which is expected to be in place to enable JETS Scotland to **go live from 25 January 2021.**

**Key principles**

1. JETS Scotland provision is a new offer, to provide light-touch employment support to help people recently made unemployed, primarily due to the economic impact of Covid-19.
2. This support must fit with the wider labour market offer of support, including from Jobcentre Plus and external support, both national and local.
3. We require providers to deliver a sector-based approach that responds to local priorities.
4. The primary objectives of JETS Scotland are to:
	* make support available to people who have been out of work and in receipt of benefits for at least 13 weeks, to help them gain paid employment;
	* maximise the opportunities to support people to find work, given the reduced availability of DWP resource / capacity;

* + support each Participant to develop realistic job goals and career paths; identify suitable and achievable steps to realise these goals;
	+ ensure each Participant receives tailored quality support to overcome barriers to securing employment in the prevailing local labour market sector conditions, including sign posting to other support available; and
	+ ensure providers work closely with employers, local partners and services to respond to key events or labour market changes with positive and innovative solutions.

## Job Entry: Targeted Support Scotland Requirements

* 1. From January 2021, JETS Scotland will be a Programme that will help people who have been unemployed and in receipt of benefits for at least 13 weeks, to find sustained work. JETS Scotland will provide early support which will complement the wider labour market offer of support through a sector-based approach that responds to local priorities.
	2. JETS Scotland will:
* provide a light touch provision that includes, but is not limited to, transferable skills analysis, CV writing, job search, interview skills, self-efficacy and confidence building and takes a sector-based approach;
* make support available to people who have been out of work for at least 13 weeks and in receipt of benefits, to help them gain paid employment or become self-employed;
* maximise the opportunities to support people to find work, given the reduced availability of DWP resource / capacity;
* support each Participant to develop realistic job goals and career paths; identify suitable and achievable steps to realise these goals;
* ensure each Participant receives tailored quality support to overcome barriers to securing employment in the prevailing local labour market sector conditions, including sign posting to other support available;
* ensure providers work closely with employers, local partners and services to respond to key events or labour market changes with positive and innovative solutions.
	1. To achieve sustained employment outcomes, providers will be required to and describe in their tender response, how they would:
* provide Participants with targeted support which complements the wider labour market offer in their locality;
	+ deliver to Participants a service integrated with local services;
	+ link up with local provision and funding streams;
	+ have strong links to Scottish, national and local employers.

## Integration with Local Areas

* 1. Potential JETS Scotland providers are required to ensure that Services fully integrate with local services and funding streams to maximise the impact of the service in achieving positive outcomes for Participants.
	2. This is expected to vary across Local Authority areas, and providers must demonstrate within their response how they will ensure these differences are accommodated for in their delivery model.

## Critical Success Factors

* 1. Below are the Critical Success Factors (CSFs) which will be used by DWP to determine the overall effectiveness of JETS Scotland.

### **Critical Success Factor 1**:

Make support available to people who have been out of work and in receipt of benefits for at least 13 weeks, to help them achieve paid employment.

### **Critical Success Factor 2**:

Maximise the opportunities to support people to find work

### **Critical Success Factor 3**:

Support each Participant to develop realistic job goals and career paths; identify suitable and achievable steps to realise these goals.

### **Critical Success Factor 4**:

Ensure each Participant receives tailored quality support to overcome barriers to securing employment in the prevailing labour market sector conditions, including sign posting to other support available.

### **Critical Success Factor 5**:

Ensure Providers work closely with employers, local partners and services to respond to key events or labour market changes with positive and innovative solutions.

## Contract Package Area

* 1. There will be one Contract Package Area (CPA) covering the whole of Scotland for JETS Scotland.
1. A map showing the CPA and a list of the Local Authorities within the CPA can be found at Annex 2.

## Programme Evaluation of Job Entry: Targeted Support Scotland (JETS)

* 1. DWP will develop a programme evaluation strategy to explore the delivery of the Programme and Participants and staff experiences of JETS Scotland. DWP will conduct quantitative and qualitative research to build up a picture of the support delivered. Researchers may wish to contact and interview Programme Participants, the Provider, and their supply chain (e.g. partnership Providers) as part of the evaluation.
	2. The Provider must support and fully co-operate with the evaluation activity conducted or commissioned by DWP. The Provider will be contacted in advance about any evaluation activity and research.

## Funding Model

* 1. There will be two distinct elements to JETS Scotland funding model. Providers will be paid:
* a Delivery Fee; and
* an Outcome Payment - subject to the conditions set out at paragraphs 5.4 – 5.11 of this Call-Off Specification being met.
	1. Please see Section 5 for more information about the funding model.

## Contract Duration and Implementation

* 1. JETS Scotland will consist of:
* an implementation period from Call-Off Commencement Date to Service Start Date (by which time the Provider must be ready to receive referrals); then
* referrals will take place from the agreed Service Start Date for a period of 12 months; and
* DWP will have an option to extend referrals for up to one further year beyond the original Referral End Date; then
* service delivery will continue for a maximum of 182 days after the last Participant has started on provision; and
* Outcome achievement/earnings tracking period will continue for a maximum of 238 days, plus a further 61 days for any late Real Time Earnings (RTE) notifications and submission of claims/outcome notifications for final self-employed outcomes after the last start on provision;
* the last Outcome Payment will be made by DWP to the Provider no later than 329 days after the last start on provision;
* there will be on-going contractual obligations on the Provider, e.g. document retention requirements.
	1. The service must go live by 25 January 2021. Provider implementation plans must document their anticipated Service Start Date for the provision and how they aim to meet this Service Start Date.

## Maximum Duration of Participation

* 1. Once a Participant starts JETS Scotland provision they will remain on that provision for a maximum of 182 days.
	2. The Participant’s end date will be automatically populated in Provider Referral and Payments system (PRaP) on day 299 (which includes the 56 days tracking and 61 days for late notification of earnings, or self-employment outcome claim) unless the Participant completes the Programme early (see early completer at paragraph 1.29 – 1.30).

## Early Completer

* 1. An early completer is someone whose time on JETS Scotland ends before the 182 calendar days’ time on the Programme is reached.
	2. A Participant will be considered an early completer for JETS Scotland in the following circumstances. Where they:
* Obtain employment and reach the earnings threshold, or a self-employment outcome is achieved, in which case they will have completed the Programme.
* Is referred to other specific support, including for example, when they are subsequently identified as needing more intensive support
* Is diagnosed with a terminal illness and chooses to leave JETS Scotland provision; or
* Have died.

## Completing Provision

* 1. When a Participant completes 182 days on JETS Scotland, and is not in employment or self-employment, the Provider will be required to complete a JETS Scotland Exit Report with the Participant and send it to the Participant within 10 Working Days. The Provider will also send the report to DWP on DWP’s request. A standard format for the report will be provided by DWP.

**Change of Circumstances**

* 1. Providers must notify DWP (Jobcentre Plus / Universal Credit Service Centre) of the following changes about the Participant;
* Where the Participant has disengaged;
* Where the Participant has re-engaged following a disengagement;
* where the provider believes the Participant would be better served by alternative provisions
	1. Additionally, the Provider must have processes in place to receive notices of changes from DWP, consider them, and potentially take action e.g. adjust the support they provide to the Participant.
	2. More information about Changes of Circumstances will be made available in the Provider Guidance.

## Participant moves to another geographical area

* 1. If a Participant (regardless of Participant group) changes address to one outside Scotland but within the United Kingdom, the Provider will be expected to continue to support the Participant.

## JETS Scotland Provision Participant Volumes

* 1. For Scotland the anticipated starts for the planned one year of referrals to the Programme is 22,000. The figure is provided on a non-reliance basis and is subject to change in the absolute discretion of DWP.
	2. DWP will adopt a process to ensure that Participant volumes do not become oversubscribed.
	3. Jobcentre Plus is developing a Gatekeeper Assurance Function which will be in place to manage the referral levels against the volume profiles. These will be considered regularly as part of the management arrangements. This assurance function will ensure any over and under subscription is promptly addressed. Jobcentre Plus is the final decision maker for determining if an individual meets the eligibility criteria for JETS Scotland.

# Section 2: Service Requirements

## Aim of the Provision

1. The aim of the provision is to provide light touch support to prevent individuals from becoming long term unemployed.

## The Job Entry: Targeted Support Scotland Delivery Model

1. DWP believes that providers are best placed to understand what works to help individuals back to work and are therefore best placed to design a service to achieve the objectives of the Programme*.* This Call-Off Specification focuses in general on setting out the minimum service delivery expectations and outcomes required. DWP is inviting potential providers to demonstrate through their bids how they will support JETS Scotland Participants to gain and sustain employment.
2. JETS Scotland will provide light touch, personalised support for a maximum of 182 days.

Elements to include:

* **Personalised approach** including regular adviser contact, tailored action plan and using collaborative approach to getting the Participant back into employment.
* **Diagnostic screening** (inc. IT skills and Basic Skills capability assessment).
* **Job search support** (inc. CV writing; application process, Interview techniques, including on line interviewing).
* **Skills analysis including identifying transferable skills** - help with support to consider different employment sectors/routes and ways of working including home working.
* **Re-building confidence and self-efficacy in Covid-19/ Post Covid-19 environment** (inc. support for anxieties about working in a Covid-19 environment with peer support network, potential access to mental health and wellbeing support...)
* **Advice and guidance for those wishing to change** sector (e.g. building on the sector based “Step Into” guides Providers already use)
* **Signposting** to other support (inc. Local skills provision, , NEA,…)
1. The success of the JETS Scotland contract will be measured against the percentage of Programme starts who sustain direct or self-employed employment which meets JETS Scotland job outcome definitions – see paragraphs 4.5 – 4.6.

DWP will measure performance in respect of those Participants within the overall CPA. As such, providers will be asked to bid against this requirement – see paragraph 4.20.

1. In addition to achievement of the job outcomes, the success of JETS Scotland provision will be measured against a series of Customer Service Standards (CSSs), including the Customer Insight CSS, to ensure that service delivery expectations are met throughout each stage of the Participant journey. The CSSs for JETS Scotland provision are:
	1. Pre-Programme Engagement
		1. The Provider will contact a potential Participant within 2 (two) Working Days of receiving a Referral, to set up an initial appointment between the Provider and the potential Participant and acknowledge referral in PRaP.
		2. The initial appointment will take place within 15 (fifteen) Working Days of the Provider receiving the Referral. The Provider must also update PRaP with a start, did not attend or did not start by the 15th (fifteenth) working day for 99% of referrals. This will be monitored through the PRaP system.
	2. Programme Engagement
		1. The Provider will provide the Participant with a copy of the CSSs within 1 (one) Working Day of becoming a Participant. The CSSs referred to here are details on the support that the provider can provide to the Participant.
		2. The provider will work with the Participant to explore the Participant’s ambitions, goals, priorities and personal needs. This will help formulate an Action Plan. This Action Plan must be finalised within 10 (ten) Working Days of the Participant’s start on JETS Scotland provision.
	3. Pre-Work Support
		1. The Provider will engage the Participant (by telephone/video conference or any other method permitted by the Contract including, where appropriate and safe face to face interaction) every 10 (ten) Working Days as a minimum, to discuss the Participant’s wellbeing, Action Plan and job goals (“**Booked Meeting**”). The frequency of Booked Meeting can be amended on the Participant’s request.
		2. If the Participant misses a Booked Meeting and the Provider is not contacted by the Participant with an explanation as to why, the Provider will attempt to contact the Participant within 2 (two) Working Days with a view to resolving any issues.
	4. Programme Exit
		1. If the Participant is not in employment or self-employment at the point they cease to be a Participant, the Provider will produce a JETS Scotland Exit Report. This will include a summary of the Participant’s time on JETS Scotland, along with details of additional support that can be accessed to support them going forward. JETS Scotland Exit Report will be provided to Participants within the last 10 (ten) Working Days of the Participant being a Participant. The Provider will also maintain a copy of JETS Scotland Exit Report securely, which must be sent DWP on request.
2. DWP Provider Compliance Officers (PCOs) will perform regular evidence based checks to ensure that providers are adhering to the delivery models set out in their contract. More information will be detailed in the Provider Guidance.
3. Providers must deliver an individually tailored service for each Participant. The delivery of this service will last for up to 182 days on provision, ending at the point that a Participant achieves the earnings level required to meet the job outcome definition – please see paragraphs 4.5 – 4.6.
4. While providers will be paid for the results they deliver, they are also responsible for designing the services that will drive these results. Providers have the freedom to propose their service design in response to this Call-Off Specification, which must show how it will be additional and distinct from the support available via Jobcentre Plus and therefore deliver additional employment outcomes for those who start the programme. As there are variations in the support on offer at each Jobcentre Plus office, it is incumbent upon the JETS Scotland Provider to determine what is available through Jobcentre Plus in each locale in order to deliver the requisite additional outcomes.

## Participant Eligibility

1. To be eligible for JETS Scotland potential Participants must:
* be of working age (18 in Scotland to State Pension age); and
* have the right to reside and enter employment in the United Kingdom; and
* be in receipt of UC and in the Intensive Work-Search regime; or New Style JSA; and
* have been unemployed and in receipt of benefits for at least 13 weeks; and
* be motivated to find work and require light touch employment support.
1. The following are not eligible for this support offer:
* individuals that are identified as eligible for and require the more intensive support provided by Fair Start Scotland
* individuals who do not need support to find employment or (where appropriate) apprenticeship and have the skills for independent job search/use of Recruitment Agencies support.
* Individuals who are already on Scottish provision, e.g. Fair Start Scotland

## Participant Suitability

1. If the potential Participant fulfils the eligibility criteria, the DWP Work Coach, will identify those who are suitable and would benefit most from the support.

To be considered suitable for JETS Scotland the potential Participant must want to work, require this support and satisfy one or more of the following:

* **Not expect to find work without help** - Needs support/confidence building to overcome barriers to work.
* Unable without help and direction to be able to undertake an effective job search needed to secure employment e.g. been employed for many years in same type of work or lacks IT skills.
* Need to identify **transferable skills** to widen job search opportunities in alternative sectors and/or establish new path to their career.

## Participant Identification

1. All referrals to JETS Scotland are expected to be made through DWP Work Coaches.
2. DWP Work Coach will use their expertise and skills to perform the key role of identifying eligible Participants for JETS Scotland and then engaging and referring them to the provision. All JETS Scotland referrals, will be at the discretion of the DWP Work Coach.
3. The Work Coach Delivery Model is a model of Work Coach support operating within Jobcentre Plus. It enables Work Coaches to support all claimants, regardless of the benefit claimed. Jobcentre Plus Work Coaches will have a key role to play in identifying the right potential Participants to go on JETS Scotland and engaging them in accessing the provision.
4. The sources of information that the Work Coach will have available to them to help them make the decision about whether an individual would benefit from referral to JETS Scotland will include:
* full guidance about the aims, principles and qualifying criteria for JETS Scotland;
* the District Provision Tool (DPT) and Disability Hub to identify suitable provision prior to considering JETS Scotland and to determine if the content of JETS Scotland meets the needs of the individual;
1. Jobcentre Plus is developing a Gatekeeper Assurance Function which will be in place to manage the referral levels against the volume profiles. These will be considered regularly as part of the management arrangements. This assurance function will ensure any over and under subscription is promptly addressed. Jobcentre Plus is final decision maker for determining if an individual meets the eligibility criteria for JETS Scotland.
2. The Work Coach assessment of the eligibility of the Participant for JETS Scotland will be captured to support Jobcentre Plus’ internal quality assurance and performance management processes.
3. The relationship between providers, Jobcentre Plus and DWP Performance Managers’ will enable feedback about the eligibility and flow of Participants to form a key element of Jobcentre Plus continuous improvement processes. Providers may also be required, when requested by Jobcentre Plus and DWP Performance Managers, to provide good news stories to DWP.

## Participant Referral Process

1. DWP will transfer appropriate Participant information and data held on DWP systems to JETS Scotland providers.
2. JETS Scotland providers must acknowledge a Participant referral from DWP on PRaP and have made contact and issued an appointment within two Working Days of receipt.

**Initial Contact**

1. The provider must make initial contact with the Participant by appropriate means to make arrangements for the initial meeting and send the Participant confirmation of the time and date. This meeting must take place within 15 Working Days of receipt of the referral from DWP. The shape and content of this meeting is for the providers to propose. PRaP must also be updated within the 15 Working Days to avoid failing the relevant CSS.
2. The initial meeting with the potential Participant, will involve discussion of the JETS Scotland provision and the needs of the individual. The Provider must retain evidence (as DWP requires) of this meeting having taken place. Participation in JETS Scotland must allow Participants who are in receipt of benefit to meet the requirements attached to their benefit, for example the conditionality requirements attached to their benefit.

**Identity Checks**

1. The Provider must ensure that in all communications with Participants they are satisfied they are engaging with the correct person. To do this, they may ask Participants to confirm their personal information such as:

 Full name;

 Address;

 NINO;

 Date of Birth;

 Other personal information, such as details included within the original referral from the Jobcentre;

**Meeting with Provider**

1. The Provider must hold a start meeting with the Participant through appropriate means and begin the initial action planning within 15 working days of the date the referral was acknowledged in PRaP. The date of this meeting will be recorded as the day the Participant starts on provision.

At the, initial meeting the Provider must check:

 The Participant’s ID;

 Whether the Participant is in any form of employment, including zero hour contracts; and

 Whether the Participant is expecting a final payment from any previous employer, for example Payment in Lieu of Notice (PILON), redundancy pay, tax refund, etc

1. At the initial meeting the provider must issue Participants with an Induction Pack which must include as a minimum: Health and Safety Instructions; Data Protection Act (DPA)/General Data Protection Regulation (GDPR) responsibilities of the Provider; travel and expenses declaration, to be signed by the Participant; map(s); location/contact details; expectations, the Provider complaint process and engagement / attendance requirements.
2. The initial meeting will allow the Participant and provider to start the Action Plan. A first draft of the Action Plan must be created at the initial meeting and signed by the Participant and the provider on the day of the initial meeting. This Action Plan (see paragraph xxx) will be developed over the next 10 working days after the initial meeting. The Action Plan must be issued to the Participant and a copy retained by the Provider and forms part of the evidence of a Start on provision.

1. The outcome of the initial meeting must be recorded in PRaP within 15 working days from the date the referral was acknowledged in PRaP as either Start (the Start date on the provision), ‘Did Not Start’ or ‘Did Not Attend’. The date recorded may be a retrospective date if the provider enters a Start date after the initial meeting was conducted.

1. If the participant has been mandated to provision the provider must in the event of the participant not attending the initial meeting or starting on the Programme notify JCP. The provider completes the relevant form and emails to JCP.
2. A ‘Did Not Start’ can only be entered on PRaP where a Participant **attends** their initial meeting with the provider but does **not** start provision e.g. due to starting work, illness, changes in circumstances, the Provider establishes that they are not or no longer eligible or suitable for JETs Scotland **or** where an error is discovered after the referral has been accepted on PRaP but prior to the initial Provider meeting date. In these cases, Providers must cancel the PRaP referral, recording a cancellation reason ‘Did Not Start’.
3. A ‘Did Not Attend’ should be entered on PRaP where the Participant fails to attend the initial meeting e.g. due to starting work, changing their mind, illness or changes in circumstances. This includes cases where the Provider identifies prior to the meeting that the Participant will not be attending. Providers must cancel the referral in PRaP recording a cancellation reason ‘Did Not Attend’.
4. Start - The point at which the individual agrees to participate in the Programme, at the initial interview. This should be recorded in PRaP as the start date, this may be a retrospective date if you are entering the start date after the interview was conducted. Should the Participant not agree to participate following an initial interview this should be recorded as Did Not Start (DNS) in PRaP, this must be input within 15 Working Days to avoid failing the relevant CSS. You must provide suitable evidence of this in Provider records.
5. Start Date - is day one of the 182 calendar day period that you have to work with the Participant.
6. A Participant cannot start on JETs Scotland without a PRaP referral being received by the Provider (or in the case of a Special Customer Record (SCR) the relevant clerical referral process has been fully complied with). Multi Agency Public Protection Arrangements (MAPPA) cases need to be managed via a specified process with restricted access.
7. Guidance on these processes is contained in the JETs Scotland Provider Guidance.

**Inappropriate or erroneous referrals**

1. If there are instances where someone is referred to the JETs Scotland Programme when they should not have been or where errors may have occurred during the referral process, we will contact you to remedy the situation. This may mean removing the participant from provision, adjusting PRaP or re-referring, etc. Full details are outlined in the JETs Scotland Provider Guidance.

**Re-Referrals**

1. A Participant can be considered for re-referral, subject to their Jobcentre work coach’s re-assessment on whether a re-referral is the most suitable option

1. To be eligible to be considered for re-referral, all of the following criteria must be met:
* the Participant still meets the eligibility and suitability criteria,
* an eligible employment or self-employment Outcome Payment must not have been payable from previous participation on JETs Scotland,
* 299 calendar days must have lapsed since the Participant previously started on provision; and
* the Participant has not been re-referred to JETs Scotland previously.

**Support Cost**

1. Providers are responsible for all costs associated with attendance on JETS Scotland provision, as and when required, and will be tailored to the Participants’ needs. This includes but is not limited to:

* funding a Participant’s travel costs to attend JETS provision,
1. If a Participant attends interviews arranged as part of the support to move them into work, for example to undertake work related activities, job interviews or other related interviews, then the Provider is responsible for funding the Participant’s costs.

## Mandation /Benefit Sanctions

1. Participation in JETS Scotland is primarily voluntary. However, DWP Work Coaches may mandate some claimants to attend and participate in the initial appointment, as part of their DWP Claimant Commitment. If Participants mandated to JETS Scotland fail to attend or participate in the first appointment, the Provider will inform DWP via the designated email in box. DWP will decide whether to refer to the DWP Labour Market and Decision Making Team, who will decide if a benefit sanction is appropriate.
2. Where appropriate and in line with the legislative provisions relating to the benefit a claimant receives, Work Coaches may set mandatory Work Focussed Interviews (WFIs) to discuss measures which potential voluntary Participants could take to enhance their employment prospects. In these circumstances, and again where appropriate, information about participation in JETS Scotland may be included as a potential option. WFIs may also be conducted with voluntary Participants if they cease to engage with JETS Scotland.
3. The Provider Guidance will set out the details of the actions to take place when a Participant has been mandated to the provision by their Work Coach.

## Provider Management Information

1. To support active performance management of the contract the Provider will be required to provide a monthly performance return (MPR) as part of management information (MI) to be provided by the Provider, to include the following data:
* the number of Provider and end-to-end supply chain staff working on this contract (including data on absences) and in what roles, including a full-time equivalent (FTE) breakdown;
* caseload sizes per adviser; (potential providers are expected to state in their tenders the minimum and maximum caseload size each of their, and their end-to-end supply chain advisers will be expected to manage);
* the number of people participating within the main element of the Provider delivery model;
* Provider performance against the CSSs agreed in the Provider contract;
* the performance and management of the supply chain.
1. DWP may amend/supplement the information it requires in the MPR at any time including but not limited to amendments to cover the Provider’s particular organisational structures/mechanisms for delivery of the services.
2. Providers will also be expected to provide DWP with any information it may require in order to fulfil its legal obligations under all relevant legislation (including, but not limited to, The Freedom of Information Act (2000), The Freedom of Information Act Scotland (2002) and The Data Protection 2018 Legislation).

## Participant Journey

1. A flowchart of the end-to-end JETS Scotland Participant Journey can be found at Annex 1.
2. Providers will need to state how they will deliver JETS Scotland Participant Journey as part of their tender response.

# Section 3: The Commercial Approach

## The Commercial Approach

## Overview

1. This is a Call-Off competition from the CAEHRS for the provision of JETS Scotland. Tier 1 CAEHRS providers for Lot 7 (Scotland) will be invited to bid for this provision.
2. The Commercial Process will consist of:
* Issue of an Invitation to Tender (ITT) to relevant bidders,
* Submission of proposals and finance proposals
* Evaluation and commercial clarifications as deemed appropriate
* Internal approval of recommendations
* Ministerial/HMT approval of contract award
* Contract award
1. DWP reserves the right to undertake formal clarification meetings during evaluation if required. Further information on the criteria and scoring methodology is outlined in the ‘Instructions to JETS Scotland Bidders’.
2. Any clarifications or updates to documents will be issued to all JETS Scotland Bidders who remain in the JETS Scotland procurement process at the time DWP issues the clarification or update at the same time to ensure transparency and equal treatment.

## Contract Duration and Start Date

1. JETS Scotland contract will run for 12 months of referrals, commencing 25th January 2021, with the option to extend referrals by up to one year, subject to available funding and satisfactory performance. As the services will be delivered to each Participant for up to 182 days, providers will continue to deliver the service until 182 days after the last start on the Programme – please refer to Section 1 for more information.
2. DWP is committed to having JETS Scotland contracts in place for referrals to begin by 25th January 2021. It is expected that the Provider will meet this service delivery start date and their ability to do this will be assessed in JETS Scotland evaluation, in the assessment of their Implementation Plans.
3. It should be noted that by Service Start Date Provider’s must be immediately ready, across the full CPA, to receive referrals and offer Participants a place on the Programme in line with the requirements outlined in Section 2 of this Call-Off Specification. Where the Call Off Start Date for live referrals falls after the start of the month, meaning a part month delivery, the first instalment of the Delivery Fee will be calculated and paid at the pro rata amount (for the purposes of this payment, 30 days will be used as the basis for the calculation).

## JETS Scotland Tender Evaluation

1. DWP intends to award only one contract which will cover the entire Scotland CPA.
2. JETS Scotland will be evaluated in line with the published evaluation criteria and weightings, as detailed in the Instructions to Bidders.

## Notification to the Preferred Provider

1. DWP anticipates that on the current timetable it will be in a position to name the preferred Provider by 7th December. It may, at that stage, require the preferred providers to enter into a preferred Provider access agreement to facilitate access to customer systems, sites, data and people. DWP will also prepare a detailed schedule for clarification to finalise the contract documents.

## Standstill Period

1. When DWP is satisfied that the contract documents are in a position to be signed, it will notify all relevant parties of its intention to award the contract. However, it will not conclude the award until the end of the standstill period, which is envisaged to last 10 days. Contract signature will follow the end of the standstill period.

## Debrief to Unsuccessful Providers

1. At the commencement of the standstill period unsuccessful providers will be provided with details of the characteristics and relative advantages of the successful tender.

## Transfer of Undertaking (Protection of Employment) Regulations 2006

1. As JETS Scotland is a new provision, DWP does not expect the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”) to apply to this provision. However, proposed providers should take their own legal advice in respect of TUPE.

## Open Book Accounting

1. As part of the Cabinet Office Guidance on Open Book Contract Management in Public Sector Contracts, there will be an Annual Contract Review between the Provider and DWP Commercial, Finance and Operational leads.
2. Open Book Contract Management is a structured process for the sharing and management of costs and operational and performance data between the Provider and DWP. The aim is to promote collaborative sharing of data between parties as part of financial transparency. The outcomes should be a fair price for the Provider, value for money for DWP and performance improvement for both parties over the life of the Contract.

## Costs and Expenses

1. Potential providers are not entitled to claim from DWP any costs or expenses which may be incurred in preparing and/or submitting a tender. This applies whether or not the Provider or any other organisation is successful and also applies to any additional cost a potential Provider may incur if DWP modifies or amends its requirements or if DWP cancels this procurement for whatever reason.
2. DWP reserves the right to discontinue this tendering process at any time and not to award a contract.

## Working with Small and Medium Enterprise

1. DWP is committed to supporting the Government target of 25% of Government spending with third party providers to go through Small to Medium Enterprises (SMEs) through either direct or indirect spend where it is relevant to the contractual requirement and provides value for money. DWP therefore actively encourages providers to make their sub-contracting (if applicable) opportunities accessible to SMEs and implement SME-friendly policies by:
* opening their supply chain to SMEs by splitting requirements into smaller elements to make them more attractive to the SME market whilst bringing innovation, flexibility and value for money;
* advertising any sub-contracting opportunities where appropriate and economical to do so, for example by using Contracts Finder or informing local networks/partners;
* where possible paying SMEs earlier than the contractual requirement of 30 days from receipt of valid invoice; and
* working with SMEs throughout the life of the contract to develop innovative and cost effective solutions delivered through the supply chain.

# Section 4: Delivery Expectations

## Introduction

1. This section provides an overview of the delivery expectations relating to quality, performance and contract management. Supporting information will be detailed in the Provider Guidance.
2. DWP is committed to raising the standards of its contracted provision making continuous improvement an integral part of its contracting arrangements.

**Performance Expectations**

1. The performance will be measured against the CSSs set out in paragraph 2.5 and DWP will seek to utilise appropriate commercial levers to ensure good quality of service for all Participants.
2. The performance requirement for Employed Job Outcomes and Self-Employed Outcomes is set at 20%. Performance will be measured and managed on a cohort profile basis (a cohort relates to Participant starts in a calendar month). Only one outcome can be achieved per Participant and must be wholly achieved in either employment or self-employment. So the employed job outcome earnings threshold (see para 4.5) must be achieved entirely with employed earnings i.e. not include any earnings from periods of self-employment. In the same way, self-employed job outcomes may not include any periods of employed work as part of the calculation of time in self-employment, used to generate a self-employed outcome payment.
3. An Employed Job Outcome will be achieved when a Participant’s earnings reach an earnings threshold equivalent to £1,000 – please refer to paragraph 5.5. Achievement of these outcomes will be identified automatically by DWP.
4. A Self-Employed Outcome will be achieved when the Participant has been trading on a self-employed basis for a cumulative period of 56 days – please refer to paragraph 5.7. As part of making a successful claim, the Provider will need to identify and submit self-employment claims within 299 days of Participant starts.

**Customer Insight**

1. Every month, the provider will be required to obtain information from the Participants on the usefulness of the Programme. This will be done by the provider asking the specific question(s) and follow up (by email, link to a provider portal, website or on-line survey and where no other option available, by telephone) detailed below.

Question: “Thinking about your overall experience of the services provided, how satisfied are you with the JETS Scotland Programme?

Very satisfied;

Fairly satisfied;

Fairly dissatisfied;

Very dissatisfied.

Please can you tell us more about why you chose your response? Please be as detailed and specific as possible.”

1. Participants will be required to record their response to the question(s). Where Participants provide responses by telephone, the provider will create and maintain a detailed written record of the response. Providers are required to collate the Participant responses in the template to be provided by the DWP.
2. The Provider will send the completed template to DWP by the 15th day of the following calendar month. If the 15th day happens to be a non-Working Day, then the deadline shall move to the next Working Day. The Provider will maintain each Participant response, which DWP may request to review in the future.
3. DWP reserves the right to publish Participant responses or a summary of Participant responses (either in the form provided, or in any other form it sees fit). DWP also reserves the right to amend the specific questions or add additional questions that providers ask Participants on a monthly basis.
4. Additionally, DWP reserves the right to require providers to ask the Participants the question(s) on a more/less regular basis. The frequency of collating Participant responses and the deadline for providing DWP with the completed template can also be varied by DWP. DWP also reserves the right to amend the template.

**Payment Qualifying Period**

1. Any Outcome must be achieved within 238 days from the Participant Start Date on JETS Scotland. Only Outcomes achieved in this qualifying period are eligible for Outcome payments.

## Performance Management and Intervention Regime

1. Within an overall framework, DWP will employ an active and consistent Performance Management and Intervention Regime (PMIR). This will centre on monthly Contract Performance Review meetings (CPRs) which will be the key vehicle through which DWP drives delivery of performance and service delivery through the JETS Scotland provision.
2. CPRs will be conducted by DWP with the Provider and will focus on reviewing the Provider’s delivery of services against the contractual performance levels and CSSs. Provider performance will be managed on both quantitative and qualitative aspects of the contracts, including, but not limited to, an in-month, rolling three month, rolling 12 month and cumulative basis from day one of JETS Scotland provision.
3. DWP will use MI presented by PRaP for the on-going management of the provision and for discussion with providers. DWP will also expect the Provider to capture and use their own MI and retain evidence for contractual and performance purposes (e.g. self-employed outcomes).
4. DWP’s performance teams,including local area stakeholders may visit Provider premises or undertake assurance remotely on an ad hoc (announced and unannounced) basis to investigate performance for example, under performance or high performance.
5. As DWP is committed to transparency on how its programmes are working, Providers need to be aware that MI will be shared across Providers and may also be fed into published official statistics on DWP provision. Consequently, Providers must treat information they have access to as restricted, and for their use only, ahead of formal publication. Official statistics may also cover DWP’s assessment of delivery of the services against the contractual CSSs at Provider level.
6. At a national level, DWP will host regular Operations, Partnership and Stakeholder Forums to give a strategic focus to Programme performance and delivery.

## Provider Directly Employs Participants

1. The Provider must notify DWP when they, or a supply chain partner, employ a JETS Scotland Participant within a part of their business directly related to JETS Scotland contracted provision. Providers cannot claim or receive a payment for anyone they or their supply chain partner(s) have employed directly or indirectly, or use/contract with on a self-employed basis. An example of self-employed work would be:
* a Provider or a supply chain partner uses/contracts with a Participant on JETS Scotland as a private Information Technology (IT) contractor to work on their systems.
1. The Provider must not provide any financial incentive, however funded, to employers (for example funding and/or payment) to support the employment of Participants.
2. The Provider may provide appropriate services and support to employers to help with the engagement and employment of Participants. The Provider must not make a payment, from whatever source, to an employer or offer employers either a full or part contribution towards a Participant’s wage.
3. Should a Provider provide funding for equipment or training, this must not be paid directly to the employer in any circumstances.
4. If DWP discovers that a Provider has failed to retain evidence of equipment or training purchases, or that the Provider has offered a financial incentive to secure an employment outcome, DWP will treat this seriously. Depending on the circumstances, DWP may seek to terminate the contract.

## Performance Criteria

1. The following two tables and paragraphs show the categories under which performance will be measured and managed and the standards which relate to the delivery of customer service.
2. The Minimum Performance Levels (MPLs) are:

|  |  |  |
| --- | --- | --- |
| **MPL** | 1 | MPL for the CPA.**Notes**: This is the headline performance target; a CPA-level % conversion rate taken from the tender offers, set at a minimum of 20% will be applied. Performance will be measured and managed on a cohort and cohort profile basis. |

1. The following table shows the minimum CSS some of which utilise IT based management information:

|  |  |  |
| --- | --- | --- |
| **CSS** | 1 | The Provider must acknowledge 99.5% of Referrals on PRaP within 2 (two) Working Days of receipt of a Referral. This will be monitored through the PRaP system. |
| 2 | No more than 4% of Referrals will be in Backlog at any one time. Backlog means an accumulation of uncompleted work or matters needing to be dealt with in relation to CSS1 or 3. This will be monitored through PRaP |
| 3 | No single Referral will be in Backlog for more than 25 Working Days of receiving the Referral. This will be monitored through PRaP. |
| 4 | The Provider will contact potential JETS Scotland Participants within 2 (two) Working Days of receiving a Referral, to set up an initial appointment between the Provider and the potential JETS Scotland Participant. |
| 5 | The initial appointment will take place within 15 (fifteen) Working Days of the Provider receiving the Referral. The Provider must also update PRaP with: 1. a start,
2. (ii) did not attend or
3. (iii) did not start

by the 15th (fifteenth) Working Day for 99% of referrals. This will be monitored through the PRaP system. |
| 6 | The Provider will provide the Participant with a copy of the customer service standards within 1 (one) Working Day of becoming a Participant. The customer service standards referred to here are details on the support that the Provider can provide to the Participant. |
| 7 | The Provider will work with the Participant to explore the Participant’s ambitions, goals, priorities and personal needs. This will help formulate an Action Plan. This Action Plan must be finalised within 10 (ten) Working Days of the Participant Start. |
| 8 | The Provider will engage the Participant (by telephone/video conference or any other method permitted by the Contract) every 10 (ten) Working Days as a minimum, to discuss the Participant’s wellbeing, Action Plan and job goals (“Booked Meeting”). The frequency of the Booked Meetings can be amended if the Participant prefers a different arrangement |
| 9 | If the Participant misses a Booked Meeting and the Provider is not contacted by the Provider with an explanation as to why, the Provider will attempt to contact the Participant within 2 (two) Working Days with a view to resolving any issues |
| 10 | If the Participant is not in employment or self-employment at the point they cease to be a Participant, the Provider will produce an Exit Report. The Exit Report will include a summary of the Participant’s time on JETS Scotland, along with details of additional support that can be accessed to support them going forward. The Exit Report will be provided to Participants within the last 10 (ten) Working Days of the Participant being a Participant. The Provider will also maintain a copy of the Exit Report securely, which must be sent to the Contracting Body upon request from the Contracting Body. |
|  | 11 | Every month, the Provider will be required to obtain information from the Participants on the usefulness of the Programme (see Customer Insight section) The Provider will collate Participant responses in the template to be provided by the Contracting Body. The Provider will send the completed template to the Contracting Body by the 15th day of the following calendar month. If the 15th day happens to be a non-Working Day, then the deadline shall move to the next Working Day. |

1. Payment of the Delivery Fee, as described in Section 5, will be subject to meeting the above CSSs. The basic principles for application of deferral of the Delivery Fee are as follows:
* Failure to meet two or more of the five CSSs (labelled as numbers 1 to 5), which form this suite, in one or more in-month periods (when viewed across a rolling three-month window) may result in up to 50% of the Delivery Fee being withheld until the failure is remedied.
* This ‘withholding’ of half of the Delivery Fee would continue until such a time that “within a three-month rolling period, no more than one individual CSS ‘failure’ is evident across the four CSSs that form the suite”.
* Once performance has been remedied to a satisfactory level, the Delivery Fee would be placed back into payment and any ‘withheld’ fees would become due for payment at the earliest opportunity (expected to be next due payment date).
* If a Provider is unable to remedy a ‘failure’ for which the Delivery Fee has been deferred, the Provider shall no longer be entitled to receive, and DWP shall be relieved of any obligation to pay, the withheld Delivery Fee.

## Performance Management Regime Guiding Principles

1. The guiding principles are:
* All contractual levers will be used both separately and cumulatively from the start of the contract.
* Performance against MPLs and CSSs will be reviewed each month, on, but not limited to, an in-month, rolling three month, rolling 12 month, and cumulative basis from day one of the Contract. We will hold providers to cohort positions as well as the Minimum Performance Level for the CPA.
* All Job Outcome performance measures will include cumulative performance from day one of the contract and cumulative performance of each cohort and cohort profile.
* Subsequent similar service failures following a Performance Improvement Notice (PIN) and a period of improvement within a 12 month rolling period will trigger potential termination action.
* DWP’s right to withhold payment of the Delivery Fee where there has been a failure to meet CSSs shall not limit or prejudice in any way DWP’s right to take PIN/breach action in respect of such service failure.
1. The Provider must be able to communicate with and receive communications from DWP by unencrypted e-mail.

# **Section 5: The Funding Model**

## Background

1. The Funding Model for JETS Scotland has taken account of a number of factors, including the need to establish the provision quickly, and the short duration of the contract.

## Summary

1. There will be two distinct elements to the JETS Scotland Funding Model. Providers will be paid:

## A Delivery Fee

1. The Delivery Fee will be an amount payable by DWP to the Provider on a monthly basis in respect of each month of service delivery (18 months). The Delivery Fee will be calculated as:
* 85% of the Estimated Possible Total Contract Value (EPTCV), as estimated by DWP in its absolute discretion. Delivery Fee payments will be apportioned by DWP at its absolute discretion as follows:
	+ - Months 1-3 equates in total to 25% of the Delivery Fee
		- Months 4-12 equates in total to 52.50% of the Delivery Fee
		- Months 13-18 equate in total to 22.50% of the Delivery Fee

Where due, the Delivery Fee will be paid:

* (without the Provider needing to claim) monthly in arrears, at a date to be agreed; and,
* paid for each month throughout the period between the Call-Off Service Start Date and the Referral End Date up to a maximum of 18 months (see paragraph 1.25 for Contract Duration and Implementation and see paragraph 4.22 for conditions attached to the payment of the Delivery Fee).

## Outcome Payments

1. For the employed, an Outcome Payment will be triggered when a Participant on JETS Scotland commences employment in the 182-day period from the Participant’s Start Date on JETS Scotland and when:

Cumulative Earnings in RTE reach the £1,000 Earnings Threshold.

1. For automated Employed Outcomes Payment, any Outcome(s) must be achieved within 238 days from the Participant’s Start Date to be eligible.
2. Tax refunds, payments in lieu of notice, payments made as a part of being Armed Forces Reservists and other retainer payments, and payments that are not related to qualifying employment generated whilst on JETS Scotland provision, can trigger a non-qualifying Outcome Payment. Providers must inform DWP when they are aware of these payments so that an Outcome Payment is not made.
3. For self-employed Participants a Provider’s entitlement to claim a Self-Employed Outcome will be triggered when a Participant achieves and the Provider can robustly evidence:
* a cumulative period of not less than 56 days’ self-employment. i.e. self-employment lasting for 8 weeks, achieved within 238 days from the Participant’s Start Date.
1. To achieve a Self-Employed Outcome, a Provider must submit a claim for a Self-Employed Outcome through PRaP within the 299-day period from the Participant’s Start Date. This is made up of the maximum 238 calendar days qualifying period in which Self-Employed Outcomes are achievable, and a 61-day period to claim the Outcome. The claim must be made within 90 days of the outcome being achieved.

**Please note:**

* for validation purposes, a week of self-employment is defined as a minimum of one day’s self-employment within any seven-day period (which does not overlap with any other week of self-employment) where the Participant was for that week also either off benefit (i.e. not claiming or receiving any unemployment related state benefit) or for Participants continuing to claim Universal Credit (UC), complying with relevant UC requirements for the self-employed.
1. Any period of self-employment can only be counted once regardless of whether the Participant has one or multiple self-employed occupations during that period.
2. Any one Outcome cannot be a mix of self-employment and paid employment.

## Validation

## Employed Work

1. Participants moving into employed work will be identified by DWP solely using HMRC (PAYE) on-line data submitted each time an employee is paid by an employer, on or before their pay date. DWP already use this information to pay Universal Credit (UC) and to validate outcomes claimed by providers holding contracts for the Work and Health Programme. Providers will be paid based on the outcomes observed in this data.
2. DWP will share the following information with providers, related to the validation of earning based outcomes:
* when a Participant’s earnings are first declared to HMRC, following a confirmed start on the Programme;

* when a Participant has achieved income milestones of £1,000; and
* an automatic outcome payment once the earning threshold is reached.
1. DWP systems will interrogate the data supplied by HMRC to identify when an eligible JETS Scotland Participant, within the qualifying period, had cumulative earnings surpassing or equalling the minimum threshold set to constitute an outcome.

## Self-Employed Work

1. The data supplied by HMRC does not contain earnings from self-employment. Therefore, self-employed outcomes will be based on duration of self-employment – please see paragraph 5.7 - and not on earnings. Providers will track and claim Self-Employed Outcomes. Within five Working Days of the Participant informing a Provider they have commenced self-employment, the Provider must update PRaP with the date the self-employment started.
2. DWP will conduct pre and/or post payment validation checks to determine whether the Provider is entitled to receive payment(s) against the claims submitted. Validation checks will be performed at the optimum time(s) to allow DWP systems to be updated. Ultimately, eligibility for payment will rely on validation being confirmed independent of the Provider and/or its supply chain partners.
3. If DWP identify any fails whilst completing their manual pre-payment validation, the claim will be backed out of PRaP and will not be paid, if it is found to be a fail at the post-payment stage it will be backed out of PRaP and the payment recovered. Should a Provider establish a subsequent valid self-employed outcome for the Participant, the line will be available for them in PRaP, to resubmit another claim. It is expected that the necessary steps will have been taken to establish the validity of the claim and the information supplied with it. Including the initial claim, the Provider will be allowed a total of three attempts to make a claim, should these fail, the self-employment line will be closed down for that Participant and a fourth attempt will not be allowed (an employed outcome will still be possible).
4. If a third claim is attempted, it will be the subject of a final reassessment overseen by a Senior Executive Officer (or above) member of DWP staff to ensure all processes and procedures have been followed correctly. DWP will monitor the number of failed claims for assurance and performance management purposes.
5. Claims which fail any pre-payment validation checks may not be paid. Claims which DWP is unable to conclusively validate/invalidate in post payment validation will be apportioned as passes or fails. Apportioning of these ‘unable to validate’ claims will be in line with the proportion of claims from the same period which were conclusively passed/failed. DWP will in any case recover any overpayment(s) including any associated with claims failing validation and any claims which DWP has been unable to conclusively validate/invalidate and which are apportioned as fails. This will be in accordance with the provision in the T&Cs of the contract.
6. Where, in any period, DWP checks less than 100% of the available claims it may extrapolate, across the total population of self-employed claims from the same period, the error rate consequent to checks conducted on a sample of claims (which will have been drawn on a random basis) and recover any consequent overpayment(s). The contract T&Cs will detail how the error rate is derived but in summary it is the fails (i.e. the actual fails plus those unable to validate claims apportioned as fails) divided by the total claims checked. This will be done in accordance with the provision in the T&Cs of the contract.

## Payments to Providers

1. All payments will be made through PRaP in line with the amounts agreed in the contract payment schedules, which will be attached to the T&Cs. Please note that DWP can only make direct payments to UK bank accounts.

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# Section 6: Provider Assurance and Governance

## Contracted Employment Programmes Provider Assurance Team

1. The primary purpose of the Contracted Employment Programmes (CEP) Provider Assurance Team (PAT) is to provide the DWP CEP Director with an assurance that Provider systems of internal control are such that payments made to the Provider are in accordance with DWP and Treasury requirements.
2. PAT reviews and tests the Provider’s 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.
3. This work is carried out by PAT by reviewing the Provider’s internal control systems to assess their ability to manage risk across these 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 the Provider has in place effective systems to support their claims for payment, including appropriate segregation of duties;

**Data Security** – looks to ensure that the Provider has 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 Provider Security Team; and

1. The PAT operates at a national level enabling it to present a CEP Provider operating across regions with a single view of the effectiveness of their systems. The Provider will have a nominated Senior Provider Assurance Manager and therefore a single point of contact within DWP for management of assurance related issues/concerns.
2. On completion of each review, the Provider is awarded an assurance rating from the following four categories – weak, limited, reasonable and strong. They are also sent a formal report which details the review findings including key strengths and areas for improvement; where weaknesses have been identified they are asked to complete an action plan setting out appropriate steps for improvement and this is followed up at an agreed point.
3. The timescale for a subsequent review is determined by several risk factors; these include the Provider’s current assurance rating, the contract value and intelligence from internal stakeholders. Provider reviews are conducted over a period of up to five months. The resource allocated to each review depends on the complexity of the contract delivery.
4. Findings from each review are routinely reported to the relevant category managers/Provider managers and other DWP stakeholders. DWP may take actions in the following circumstances:
* if following a weak or limited assurance level from PAT, the Provider’s subsequent assurance level is the same or worse for the same reasons, or the Provider is awarded a consecutive third weak or limited assurance, regardless of the reasons;
* following a review, if the Provider fails to submit and/or implement the Action Plan within the agreed timescale;
* where there are suspicions that a Provider may be acting inappropriately the team will refer to Internal Investigations as the experts trained in the legalities and techniques required to carry out formal investigations; or
* where there are serious concerns around data security these are reported through the respective channels to colleagues in DWP Provider Security Team.
1. DWP may periodically publish Provider assurance levels and names (note - this will not include reports or supporting information). This is to satisfy a commitment DWP made in response to a Freedom of Information request and to support DWP’s commitment to public transparency.
2. The PAT will work with the successful Provider to ensure that they understand what is expected of them, and are therefore adequately equipped to develop robust systems to support their service delivery model throughout the duration of the contract.
3. The PAT activity may be subject to change due to COVID-19 restrictions.

## The Department’s Code of Conduct

1. The Department’s Code of Conduct spells out the key values and principles of behaviour which DWP expects of providers which are essential for creating healthy, high performing supply chains. Providers that contract with the DWP will be expected to operate in accordance with the Code of Conduct.
2. The Code is in Annex 1 of the DWP Commissioning Strategy and can be found at; <https://www.gov.uk/government/publications/dwp-commissioning-strategy-2020/dwp-employment-provision-commissioning-strategy-2020#annex-1-employment-provision-supplier-code-of-conduct-for-the-department-for-work-and-pensions>

## The Disability Confident Scheme

1. Disability Confident is a condition of contract with the DWP and Level 3 accreditation must be obtained within 12 months of the commencement date of CAEHRS between DWP and the CAEHRS Provider. If CAEHRS Providers do not achieve Level 3 accreditation within 12 months of the commencement date of the CAEHRS between DWP and the CAEHRS Provider, the CAEHRS Provider will be Suspended until they obtain such Level 3 accreditation.
2. More information can be found at the below link:

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

## Life Chances Through Procurement

1. DWP is committed to increasing the life chances for the whole country and LCTP supports and enhances DWP’s progress against the sustainable development agenda.
2. JETS Scotland bidders need to be aware that they must adhere to the LCTP principles and comply with the LCTP requirements. Further information on LCTP Guidance for DWP Providers can be found at:

<https://www.gov.uk/search?q=life+chances+through+procurement>

## Data Security

* 1. DWP has legal and regulatory obligations to verify that the providers they work with have a reasonable standard of security in place to protect Authority data and assets.
	2. As an organisation, you will need to comply with the 10 Security Principles as published by the National Cyber Security Centre (NCSC 10 Security Principles).

|  |
| --- |
| [NCSC - Risk Management Regime](https://www.ncsc.gov.uk/collection/10-steps-to-cyber-security/the-10-steps/risk-management-regime) |
| [NCSC - Secure Configuration](https://www.ncsc.gov.uk/collection/10-steps-to-cyber-security/the-10-steps/secure-configuration) |
| [NCSC - Home and Mobile Working](https://www.ncsc.gov.uk/collection/10-steps-to-cyber-security/the-10-steps/home-and-mobile-working) |
| [NCSC - Incident Management](https://www.ncsc.gov.uk/collection/10-steps-to-cyber-security/the-10-steps/incident-management) |
| [NCSC - Malware Prevention](https://www.ncsc.gov.uk/collection/10-steps-to-cyber-security/the-10-steps/malware-prevention) |
| [NCSC - Managing User Privileges](https://www.ncsc.gov.uk/collection/10-steps-to-cyber-security/the-10-steps/managing-user-privileges) |
| [NCSC - Monitoring](https://www.ncsc.gov.uk/collection/10-steps-to-cyber-security/the-10-steps/monitoring) |
| [NCSC - Network Security](https://www.ncsc.gov.uk/collection/10-steps-to-cyber-security/the-10-steps/network-security) |
| [NCSC - Removable Media Controls](https://www.ncsc.gov.uk/collection/10-steps-to-cyber-security/the-10-steps/removable-media-controls) |
| [NCSC - User Education and Awareness](https://www.ncsc.gov.uk/collection/10-steps-to-cyber-security/the-10-steps/user-education-and-awareness) |

1. Further information regarding security requirements can be found within the Call-Off Terms and Conditions.

# Glossary of Abbreviations

|  |  |
| --- | --- |
| **Abbreviation** | **Description** |
| **CEP** | Contracted Employment Programmes |
| **CPA** | Contract Package Area |
| **CPR** | Contract Performance Review |
| **CSF** | Critical Success Factor |
| **CSSs** | Customer Service Standards |
| **CV** | Curriculum Vitae |
| **DPT** | District Provision Tool |
| **DWP** | Department for Work and Pensions |
| **EPNM** | Estimated Possible Number of Months |
| **EPTCV** | Estimated Possible Total Contract Value |
| **ESO** | External Signposting Organisations |
| **ESF** | European Social Fund |
| **EU** | European Union |
| **FTE** | Full-Time Equivalent |
| **HM** | Her Majesty’s |
| **HMRC** | Her Majesty’s Revenue & Customs |
| **ICE** | Independent Case Examiner |
| **ICO** | Information Commissioner’s Office |
| **IT** | Information Technology |
| **ItT** | Invitation to Tender |
| **JSA** | Jobseekers Allowance |
| **LCTP** | Life Chances Through Procurement |
| **LEM** | Local Engagement Meeting |
| **LEP** | Local Enterprise Partnership |
| **LTU** | Long Term Unemployed |
| **MI** | Management Information |
| **MPL** | Minimum Performance Level |

# Annex 1: Participant Journey

## Voluntary Participant

**End to End – JETS Scotland Journey**

**Participant Outcome Three**

The Participant has not commenced work after 182 days on the JETS Scotland. If appropriate, they return to Jobcentre.

The Participant will be provided with a copy of the Exit Report, which will be available to DWP on request.

**Participant Outcome Two**

The Participant stops engaging with JETS Scotland.

The Participant may re-engage at any point within the 6 months of their allotted time on the provision.

**Participant Outcome One**

The Participant moves into work and RTE notifies provider they have achieve the Threshold Outcome (£1,000). PRaP will automatically close the payment line, Participant then counted in leaver section of MI.

Or the Participant becomes self-employed for more than 56 days. The provider must submit a claim for a self-employed outcome through PRaP within the 299 day period.

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JETS Scotland Provider ensures the Participant remains fully engaged in the programme and the activities that will help towards work.

The Participant may report a change of circumstances to Jobcentre Plus.

The Participant may report a change of circumstances to the Provider.

Jobcentre Plus and the Provider share relevant information about the Participant.

When the Participant starts JETS Scotland, within 15 days the Provider ‘attaches’ via PRaP .

Once agreed, the DWP Work Coach refers the potential Participant to JETS Scotland on PRaP.

The potential Participants’ details are sent to the Provider via PRaP.

DWP Work Coach determines potential Participant’s eligibility for JETS Scotland.

## Mandated Participant

**End to End – JETS Scotland Journey**

Work Coach determines potential Participant’s eligibility for JETS Scotland.

**Participant Outcome Two**

The Participant stops engaging with JETS Scotland before their first appointment, the Provider will inform DWP via the agreed single point of contact. DWP will decide if a benefit sanction is appropriate.

If the Participant stops engaging after their first appointment, they may re-engage at any point within the 6 months of their allotted time on the provision.

**Participant Outcome One**

The Participant moves into work and RTE notifies provider they have achieve the Threshold Outcome (£1,000). PRaP will automatically close the payment line, Participant then counted in leaver section of MI.

Or the Participant becomes self-employed for more than 56 days. The provider must submit a claim for a self-employed outcome through PRaP within the 299 day period.

 JETS Scotland Provider ensures the Participant remains fully engaged in the programme and the activities that will help towards work.

The Participant may report a change of circumstances to Jobcentre Plus.

The Participant may report a change of circumstances to the Provider.

Jobcentre Plus and the Provider share relevant information about the Participant.

When the Participant starts JETS Scotland, the Provider ‘attaches’ via PRaP

Once agreed, the DWP Work Coach refers the potential Participant to JETS Scotland on PRaP..

The potential Participant details are sent to the Provider via PRaP.

**Participant Outcome Three**

The Participant has not commenced work after 182 days on the JETS Scotland.

They return to Jobcentre Plus.

The Participant will be provided with a copy of the Exit Report, which will be available to DWP on request.

#

# Annex 2

# Contract Package Area Information



## Local Authorities within Contract Package Area

**Scotland**

Aberdeen City

Aberdeenshire

Angus

Argyll and Bute

City of Edinburgh

Clackmannanshire

Dumfries and Galloway

Dundee City

East Ayrshire

East Dunbartonshire

East Lothian

East Renfrewshire

Eilean Siar

Falkirk

Fife

Glasgow City

Highland

Inverclyde

Midlothian

Moray

North Ayrshire

North Lanarkshire

Perth and Kinross

Renfrewshire

Scottish Borders

South Ayrshire

South Lanarkshire

Stirling

West Lothian

# Annex 3: Funding Model

**Payment Model**

**–**

**Payment Points**

**Key**

**Participant Out of Work**

**Allotted Time begins**

**Jobcentre Plus**

**Referral to**

**Programme**

**A**

**C**

**B**

**Job**

**Start**

**Attachment**

**Date**

**Recorded**

**D**

**Job Outcome**

**Payment**

**Trigger Point**

**Period of Earning**

**Payment Model**

**–**

**Payment Points**

**Key**

**Participant Earning**

**Allotted Time begins**

**A**

**C**

**B**

**Job**

**Start**

**D**

**Job Outcome**

**Payment**

**Trigger Point**

**Outcome Payment once earnings**

**exceed £1000 for Participants in employed work or when a Participant has been self-employed for a cumulative period of not less than 56 days.**

#

# Annex 4: Additional Information

1. This section provides additional information potential providers should consider when setting out their tender, and expected delivery standards.

## Travel Expenses

1. The Provider is responsible for funding the Participant’s travel costs to attend JETS Scotland provision. If the Participant attends interviews arranged by the Provider e.g. to undertake work related activities, job interviews or other related interviews, then the Provider is responsible for funding their travel costs.
2. The Provider will be required to actively promote the access to funding for travel expenses as part of their promotional campaign.
3. There is no requirement to provide a Participant with travel expenses once they have moved into work, however, should the Provider wish to offer to fund travel costs to cover the time between any last benefit payment and first salary payment, this will be at the Provider’s discretion and will not be included in outcome payment claims.

## Checks for the Disclosure and Barring Service

1. Should the service provision need a check as required and permitted by the Disclosure and Barring Service, providers are responsible for the associated costs.

## Provider Referrals and Payments System

1. Providers will use PRaP to receive their referrals, record Participant activity (when Participant starts, completes and ends provision). It will automatically be recorded when a Participant starts a job and remains in a job for the specified sustained period and make claims for payments.
2. Providers will need to have met relevant security requirements before contracts go live. More information on PRaP can be found at:

 [https://www.gov.uk/government/publications/Provider-referrals-and-payments-prap-system-for-dwp](https://www.gov.uk/government/publications/provider-referrals-and-payments-prap-system-for-dwp)

1. Direct access to PRaP will be made to the lead Provider. Further information regarding PRaP actions will be detailed in the Provider Guidance.

## Interaction with other Provision/Participation in other Programmes/Initiatives

1. For each specific provision, DWP Provider Guidance will detail information relating to participation in other programmes and initiatives.
2. Providers are expected to help Participants to access other relevant services for which they are eligible so that JETS Scotland provision is experienced as part of a coherent package of employment and health provision. When Participants are referred to other services, providers must ensure an effective exchange of information to help deliver a seamless service to the Participant. Any exchange must be in accordance with the GDPR.

## Partnership Working

## Providers Working with Government, DWP and Jobcentre Plus

1. During the lifetime of the contracts, there will be regular interactions between providers and DWP to ensure the effective delivery of the provision. Providers should ensure they establish robust links with local Jobcentre Plus representatives to facilitate effective partnership working.
2. The Provider will be required to inform Jobcentre Plus when Participants start/ leave/complete provision in accordance with the PG.
3. The Provider will be required to work collaboratively with both DWP and sub-contractors (where applicable) throughout the life of the contract to resolve any delivery and/or supply chain issues and deliver continuous improvement.
4. Transparency throughout the Supply Chain will be key to collaborative working and DWP will require the Provider to share market information and good practice via contract review meetings.
5. As the contracting body, DWP will be the single point of contact for providers. DWP will facilitate contact between the Provider and DDA representatives where it is deemed to be necessary. There will be no requirement for the Provider to contact the DDA representatives directly or vice versa.

## Working with Strategic and Local Partners

1. Partnerships are central to the delivery of DWP objectives and statutory duties and DWP believes that effective partnership working will be key to effective delivery of JETS Scotland provision. As a result, providers are required to work with a wide range of local partners to ensure the best possible experience for every Participant.
2. Providers are required to work with local partners to ensure that proposals reflect the specific needs of Participants across the CPA and take into account local strategies and services. Providers should aim to improve performance and individual service wherever possible and improve the effective use of public funds in a locality/area.
3. Local partners may include, but are not limited to:
* DWP/Jobcentre Plus;
* Local Enterprise Partnerships;
* Local Authorities;
* Employers;
* National Offender Management Service (NOMS);
* Skills Funding Agency (SFA);
* Local Health Services;
* Voluntary and Community Sector and Specialist Organisations; and
* Big Lottery.
1. Regular contract review meetings will be used to explore continued and increased use of SMEs where appropriate throughout the life of the contract.

## Participant Feedback and Complaints Handling

1. Providers must have an appropriate complaints process (this should apply to the whole supply chain, if appropriate) to attempt to resolve Participants’ complaints. Where complaints cannot be resolved, a Participant can complain to the Independent Case Examiner (ICE), who will mediate between the Provider and Participant to attempt to broker a resolution.
2. Providers must explain the feedback and complaints processes to Participants at the start of provision as part of their induction. Further information regarding complaint resolution will be detailed in the Provider Guidance and the T&Cs.

## DWP Customer Charter

1. DWP is committed to providing high quality and efficient services to our customers. The DWP Customer Charter sets out the standards that customers can expect and what their responsibilities are in return. DWP are dedicated to raising the standards of all our contracted provision and require all providers and sub-contractors to embed the principles of the Customer Charter into the services they deliver on DWP behalf. The customer charter can be found at: <http://www.dwp.gov.uk/docs/customer-charter-dwp.pdf>

# Annex 5: Definitions

**Action Plan** means the action plan agreed between the Provider and an individual Participant in relation to the Services. Such action plan must detail activities linked to the requirements of the Call-Off Contract, set out clear goals and must be agreed and signed by the Participant and Provider, or otherwise as required by the Call-Off Specification.

**Completer** means an individual who has completed JETS Scotland to which this Call-Off Contract relates.

**CPA** means Contract Package Area.

**Customer Service Standards (CSS)** means the service levels to which the Services are to be supplied by the Provider as set out in Section 4 (MPLs and CSSs) of this Specification.

**Delivery Fee** means the amount(s) set out in Section 4 as more particularly described in Section 4 and 5 of this Call-Off Specification.

**Exit Report** the report to be submitted by the Provider to DWP when Participant leaves provision

**Local Authority** the local governing authority for that geographic area

**Mini Competition** meaning an invitation to those Providers who have entered into the Commercial Agreement for the provision of Employment and Health Related Services (CAEHRS) under the Scotland Lot to compete for delivery of the Programme

**Minimum Performance Level(s) or ‘MPL(s)’** means the performance levels to which the Services are to be supplied by the Provider as set out in Section 4 of this Specification.

**Month** means a calendar month.

**Outcome** means an Employed Job Outcome or a Self-Employed Outcome a Contracting Body Determined Outcome or a Provider Claimed Outcome (as applicable).

**Outcome Payment** means the fee payable by the Contracting Body to the Provider on achievement of an Outcome as set out in Section 5 of this Specification.

**Participant** an individual who meets the eligibility criteria for JETS Scotland and has stated on the Programme

**Participant Start** has the meaning set out at paragraph 2.24 of this Call-Off Specification.

**PRaP** means DWP’s prescribed Provider Referral and Payments system, which DWP uses to refer Participants and pay providers, and/or any equivalent Provider Body Provider referral and payments system. For the avoidance of doubt, where PRaP is not available, a clerical system may be adopted by the Contracting Body in its place.

**Programme** refers to the services delivered under JETS Scotland

**Providers** refers to the Providers who will potentially be delivering the Programme

**Provider Guidance** means the instructions and recommended practices, including any instructions of an operational nature, and/or relating to sustainable development and promotion of race equality and non-discrimination, copies of which have been provided by the DWP to the Provider to the Call-Off Commencement Date, and any other instructions and recommended practices as updated by DWP to the Provider from time to time.

**Referral** means details of a prospective Participant recorded on PRaP by the Contracting Body in anticipation of Participant start, and "Referred" shall be construed accordingly.

**Service Start Date** the date on which Services for JETS Scotland are commenced

**Start Date** is day one of the 182 calendar day period that you have to work with the Participant.

**Self-Employed Outcome** refers to a cumulative period of not less than 56 days’ self-employment. i.e. self-employment lasting for 8 weeks, achieved within 238 days from the Participants Start Date.

**Universal Credit** means a welfare benefit that supports people who are on a low income or out of work due to unemployment or heath issues. It is designed to support households and ensure that where people are working they can sustain that employment and progress towards a life free from benefits.

**JETS Scotland Day Count Convention**

For transparency purposes to enable providers to understand the thresholds for triggering outcome payments, DWP has defined all time periods relating to outcomes in the JETS Scotland Call-Off Specification in calendar days. For consistency, DWP has then expressed all time periods in the JETS Scotland Call-Off Specification in calendar days.

DWP has calculated aggregate time periods in the JETS Scotland Call-Off Specification on the basis of:

* + - 2 months = 61 calendar days
		- 3 months = 91 calendar days
		- 4 months = 122 calendar days
		- 6 months = 182 calendar days
		- 12 months = 365 calendar days
		- 15 months = 456 calendar days
		- 21 months = 639 calendar days
		- 23 months = 700 calendar days
		- 25 months = 760 calendar days
		- 26 months = 791 calendar days

This is the ‘JETS Scotland Day Count Convention’.

Each time period in the JETS Scotland Call-Off Specification which is the product of aggregating two or more time periods has been rounded in accordance with the ‘JETS Scotland Day Count Convention’.

**Working Days** means any day other than a Saturday, Sunday or Public Holiday in Scotland.

# Annex 6: Other Additional Information

* **DWP Commissioning Strategy 2020**

 <https://www.gov.uk/government/publications/dwp-commissioning-strategy-2020>

* **DWP Generic Provider Guidance**

[https://www.gov.uk/government/collections/dwp-Provider-guidance](https://www.gov.uk/government/collections/dwp-provider-guidance)

* **Official Journal of the European Union (OJEU)**

<http://www.ojeu.eu/>

* **The DWP Single Departmental Plan 2015 - 2020**

<https://www.gov.uk/government/publications/dwp-single-departmental-plan-2015-to-2020/dwp-single-departmental-plan-2015-to-2020>

* **Jaggaer**

[https://dwp.bravosolution.co.uk/web/login.shtml](https://dwp.bravosolution.co.uk/web/login.shtml%20)

* **DWP Provider Guidance**

[https://www.gov.uk/government/collections/dwp-Provider-guidance](https://www.gov.uk/government/collections/dwp-provider-guidance)

* **Equality Act 2010 Guidance**

<https://www.gov.uk/guidance/equality-act-2010-guidance>

* **Office for National Statistics**

<https://www.ons.gov.uk/employmentandlabourmarket/peoplenotinwork/unemployment/timeseries/mgsx>

<https://www.ons.gov.uk/employmentandlabourmarket/peopleinwork/employmentandemployeetypes/datasets/labourmarketstatusofdisabledpeoplea08>

* **Tenders Electronic Daily**

<https://ted.europa.eu/TED/browse/browseByMap.do>

* **The Public Contracts Regulations 2015** <http://www.legislation.gov.uk/uksi/2015/102/contents>
* **The Public Contracts (Scotland) Regulations 2015**

<http://www.legislation.gov.uk/ssi/2015/446/contents/made>

1. First published on 19th February 2016, please see annex 6. [↑](#footnote-ref-1)