

# **Mid-Life MOT Private Sector Pilots**

**Call-Off Specification** 

**6 January 2023** 

## Mid-Life MOT Private Sector Pilots - Call-Off Specification

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#### Section 1: Overview

#### Introduction

- 1.1 The Mid-Life MOT Private Sector Pilots have been designed in line with the four key enablers set out in the DWP's Outcome Delivery Plan 2021 to 2022<sub>1</sub> along with plans for how these will be achieved and measured. They are:
  - Workforce, Skills and Location
  - Innovation, Technology and Data
  - Delivery, Evaluation and Collaboration
  - Sustainability
- 1.2 The Mid-Life MOT encourages and enables people to stay in work longer and enjoy a more secure retirement through helping them take stock of their Work, Wealth, and Wellbeing. Existing offerings under the Mid-Life MOT umbrella include a national digital MOT page, launched in 2019, hosted via a pension's micro website, which has been effective in brigading services from the three (3) key providers (Public Health England, the National Careers Service and the Money and Pensions Service). The Mid-life MOT Private Sector Pilots are an opportunity for the private sector to demonstrate how they will deliver a service with the same aims via different methods.
- 1.3 The Mid-Life MOT Private Sector Pilots are part of the wider enhanced package for those 50+, as announced in the Government's 2021 £500m Plan for Jobs Expansion. This package announced that Older Workers will receive better information and guidance on Later Life planning, helping them make informed choices and supporting them to plan their career and remain in work.
- 1.4 The Buyer wishes to encourage and enable individuals to engage with Later Life planning through a holistic assessment of their Work, Wealth, and Wellbeing. The Buyer is seeking to procure delivery of a form of Mid-Life MOT through employers and direct to individuals within the three (3) pilot areas (each as defined in the Glossary) which each represent a CPA:
  - East Anglia (CPA1);
  - North East of England (CPA 2); and
  - Cornwall and Devon (CPA 3).
- 1.5 In the winter 2021 budget, the DWP secured £5.5m to develop and deliver more extensive pilots and development of the Mid-Life MOT.
- 1.6 Pre-COVID 19 there had been strong growth in over 50s employment over the preceding 20 years. However, significant changes in the labour market, as a result of the COVID-19 pandemic, led to 950,000 over 45s furloughed and job losses (or voluntary labour market exit). Historically, over 50s are at a higher risk

<sup>&</sup>lt;sup>1</sup> Department for Work and Pensions Outcome Delivery Plan: 2021 to 2022 - Published 15 July 2021 https://www.gov.uk/government/publications/department-for-work-and-pensions-outcome-delivery-plan/department-for-work-and-pensions-outcome-delivery-plan-2021-to-2022

- of experiencing persistent long-term unemployment and worklessness compared to younger groups.
- 1.7 This means that without early and targeted employment, careers and skills support, they are unlikely to return to the labour market and are at an increased risk of falling into pensioner poverty.
- 1.8 The Buyer requires that each Programme Supplier will build a holistic Mid-Life MOT provision that is trusted amongst employers and achieves a specified set of outcomes.
- 1.9 This will be delivered through a Programme Supplier engaging employers to allow the Programme Supplier to directly deliver its Mid-Life MOT programme to those employers' employees. These will be tailored to employer organisations, taking into account their workforce, their resource capabilities for engaging in the programme and follow-up activity.
- 1.10 The Buyer requires a Mid-Life MOT programme under the Mid-Life MOT Private Sector Pilots to deliver the following high-level objectives:
  - Participants to have increased confidence in their later-life planning, awareness and position.
  - Participants to have increased confidence in their understanding on how to better prepare for the Later Life they want and the tools with which they can do so.
  - Participants to know how to access information and guidance on Work,
     Wealth and Wellbeing and use this knowledge to take action appropriate to their circumstances.
- 1.11 A Programme Supplier will be responsible for collecting evidence and information on the success of the Mid-Life MOT Private Sector Pilot in its CPA.
- 1.12 A Programme Supplier will prepare an Interim Annual Report and an End-of-Contract Report on the success of the Mid-Life MOT Private Sector Pilot in its CPA.
- 1.13 The Mid-Life MOT aims to help people stay in work for longer and to plan for a secure retirement; to encourage and enable people to stay in work for longer through improving their Work, Wealth, and Wellbeing.

# Section 2: Commercial Arrangements

#### Requirements

- 2.1 The Mid-Life MOT Private Sector Pilots will be delivered through a Programme Supplier engaging employers who will allow the Programme Supplier and its supply chain to directly deliver their Mid-Life MOT programme to their employees. These will be tailored to organisations, taking into account their workforce, their resource capabilities for engaging in the programme and follow-up activity. To avoid any confusion, it is the responsibility of the Programme Supplier to identify and engage with employers and source Participants for the Mid-Life MOT Private Sector Pilots.
- 2.2 This will be outcome focused, rather than being explicitly prescriptive on activities to be carried out.
- 2.3 Subject to the requirement in paragraph 2.11, Participants must be broadly representative of the eligible population, by reference to the demographics of the CPA. Exact characteristics might include, but are not limited to, age, sex, occupation, and industry, with a particular focus on SMEs. Information on characteristics will be collected see Supplier Management Information section.
- 2.4 A Programme Supplier will both design and deliver a Mid-Life MOT that will enable individuals to gain increased confidence in their Later Life planning and an increased awareness of their position in relation to the three key pillars of Work, Wealth, and Wellbeing. Example outcomes in the three spheres may include:

**Work**: Participants will have increased awareness of how and why to gain transferable skills to improve career resilience and into what sort of retirement outcomes this is likely to translate. Participants may also identify areas for upskilling and create plans to do so. Performance metrics might include attitudinal change to learning new skills, self-awareness of identified transferable skills, identifying new sectors where their skills align and identification of skill gaps and appropriate upskill opportunities.

**Wealth:** Participants gain knowledge of their current financial position and likely retirement outcomes it is likely to translate to, i.e., by getting a State Pension Forecast, contacting their known pension provider to find out the value of their pension pots, and getting some scenarios on what sort of retirement income they will provide, assuming current level of contributions. Indicative performance metrics might include increased knowledge of Participants of their pensions and that Participants gain an improved understanding of their pension arrangements.

**Wellbeing**: Participants gain an understanding of how their health and lifestyle is likely to affect how long they are able to stay in the workforce, given the nature of their industry; and how that in turn is likely to affect their retirement outcomes. Indicative performance metrics might include increased knowledge around the impact of smoking, increased awareness of weight-gain on short/long-term health (and its interaction with employment), and an awareness of provisions available to help manage mental health issues.

#### Success Factors

- 2.5 The success factors set out at paragraph 2.6 express how the Buyer will judge the overall success of the Mid-Life MOT Private Sector Pilots with respect to Participants, employers and the Programme Suppliers (without prejudice to any other requirements set out in this Specification). The Programme Supplier shall perform the services under this Specification in order that the Mid Life MOT Private Sector Pilot, as provided by the Programme Supplier, will achieve the success factors.
- 2.6 Participants understand how their Work, Wealth and Wellbeing can improve and help them to meet their retirement goals. This may include, but is not limited to:

#### The success factor for the Mid-Life MOT service for Programme Suppliers is:

• Delivered the Mid-Life MOT to the specified number of participants, improving their understanding of their Work, Wealth and Wellbeing situation.

#### The success factor for the Mid-Life MOT service for employers is:

Employees are better equipped and motivated to stay in work for longer.

#### The success factors for the Mid-Life MOT service for Participants are:

- Increased awareness of their pension situation and how they may be able to improve it.
- Improved awareness of the effects lifestyle and career choice have on longterm health.
- Increased awareness of how and why gaining transferable skills can improve career resilience.
- Improved understanding of how to best prepare for Later Life.

## Contract Package Areas (CPAs)

- 2.7 Delivery is to be divided into three (3) CPAs; East Anglia (CPA 1) the North East of England (CPA 2), and Cornwall and Devon (CPA 3) (each as defined in the Glossary).
- 2.8 The CPAs align with the Jobcentre Plus Group Structure as detailed in Annex 5 of F1 Specification v3.0 of the Test and Learn Dynamic Purchasing System but it is not anticipated that the CPAs will cover these full areas (see paragraph 2.7 above).
- 2.9 The CPA that is relevant to a given Call-Off Contract will be set out in the Order Form for that Call-Off Contract.

#### Participant Volumes

- 2.10 The volumes below have been estimated based on population and employment data for East Anglia, the North East of England and Cornwall and Devon (each as defined in the Glossary).
- 2.11 Programme Suppliers must ensure that a minimum of thirty percent (30%) of Participants are Participants employed by SMEs.
- A Programme Supplier will not be expected to deliver a Mid-Life MOT to all eligible people in a CPA but must deliver a Mid-Life MOT to a minimum number in that CPA, which will enable results to be a realistic reflection of a CPA. The minimum number for each CPA will be two percent (2%) of the estimated workforce falling within the eligibility requirements set out in Section 3. The minimum number for each CPA is stated at paragraph 2.14 below.
- 2.13 As well as a minimum sample size, this sample must, subject to the requirement in paragraph 2.11, be broadly representative of the eligible population. Subject to the requirement in paragraph 2.11, the Buyer expects the achieved sample size to be representative by sex and employer size and/or self-employment.
- 2.14 Below are the figures for the estimated workforce falling within the eligibility requirements set out in Section 3 and minimum number for each CPA. Data used for the estimates was sourced from the Annual Population Survey. Data is the latest data; and represents the twelve (12) months from April 2021 to March 2022.

| СРА | Location                 | Estimated workforce falling within the eligibility requirements set out in Section 3* | Minimum<br>number | SME – Indicative<br>minimum number<br>(30% of Minimum<br>number of<br>Participants) |
|-----|--------------------------|---|-------------------|---|
| 1   | East Anglia              | 287,516   | 5,750             | 1,725   |
| 2   | North East of<br>England | 284,726   | 5,695             | 1,709   |
| 3   | Cornwall and Devon       | 159,016   | 3,180             | 954   |

<sup>\*</sup>The Buyer does not guarantee these volumes and the minimum number shall not be affected in the event that the actual workforce falling within the eligibility requirements set out in Section 3 for a CPA is below the estimated figure

#### Evaluation of the Mid-Life MOT Private Sector Pilots

- 2.15 A Programme Supplier will be responsible for collecting evidence and information on the success of the Mid-Life MOT Private Sector Pilot in its CPA.
- 2.16 A Programme Supplier will produce and send to the Buyer an Interim Annual Report by no later than the expiry of thirteen (13) calendar months from contract start date, with a detailed summary of the Programme Supplier's activities, progress and outcomes in line with this Specification in respect of the first twelve (12) months from the Start Date.

- 2.17 A Programme Supplier will produce and send to the Buyer an End-of-Contract Report and Open Book Cost Model Return within one (1) calendar month following the Service Delivery End Date. The End-of-Contract Report must include a detailed summary of the Programme Supplier's activities, progress and outcomes in line with this Specification in respect of the period from the Start Date to the Service Delivery End Date.
- 2.18 The Buyer will conduct an evaluation to determine the extent to which the Success Factors and Outcomes (detailed in paragraphs 2.6 and 3.8) are achieved. This evaluation will be conducted by the Buyer or its contracted representative (Evaluation Partner) on behalf of the Buyer.
- 2.19 The Buyer or the Evaluation Partner will contact and conduct surveys with Participants.
- 2.20 DWP analysts will conduct additional qualitative interviews, with Participants' employers, the Programme Suppliers and their supply chains as part of the evaluation.
- 2.21 The Evaluation Partner will contact and conduct surveys with Participants at three points during the contract duration. The Buyer will give the Programme Supplier not less than six (6) weeks' notice of this activity.
- 2.22 DWP analysts will conduct additional research qualitative interviews, with Participants' employers, the Programme Suppliers and their supply chains as part of the evaluation.

#### **Contract Duration and Start Date**

- 2.23 The contract duration will incorporate:
  - an implementation phase, during which the Programme Supplier will
    perform the Implementation Activities. The Implementation Plan must
    include as a minimum key activities, critical path, dependencies and
    completion dates for those activities; and
  - II. a service delivery phase starting on the day following the Implementation Period when the activities under the Implementation Plan have been completed to the Buyer's satisfaction and ending on the Service Delivery End Date, during which the Programme Supplier will perform and deliver all other activities and deliverables required under this Specification (other than the Implementation Activities and as set out in III below); and
  - III. **a final reporting phase** for a period of one (1) month following the Service Delivery End Date, in which a Programme Supplier must produce and deliver to the Buyer the End-of-Contract Report and Open Book Cost Model Return.
- 2.24 The Implementation Period will be set out in a Programme Supplier's Implementation Plan. The date for completion for all Implementation Activities (being the last day of the Implementation Period) will be set out in the Implementation Plan but must be no later than six (6) weeks from the Start Date. On the date for completion, a Programme Supplier must have all of its necessary

- resource ready to commence service delivery within their CPA (as well as having satisfactorily completed any other Implementation Activities).
- 2.25 The contract duration will be two (2) years and one (1) month from the Start Date. As part of the tender process, potential Programme Suppliers will submit an Implementation Plan. The Instructions to Suppliers detail this further.

## **Funding Model**

- 2.26 The aim of the funding model for the Mid-Life MOT Private Sector Pilots is to drive the creation of innovative approaches to the Mid-Life MOT, leading to increased confidence of Participants to engage with and work to improve their personal standing in their Work, Wealth and Wellbeing, alongside increased engagement of SME employees. To encourage such innovation the Buyer has chosen to pay a significant portion of the contract value as a Delivery Fee. The remainder of the contract value will be based on a Programme Supplier meeting a small number of Milestones.
- 2.27 The Mid-Life MOT Private Sector Pilots funding model will thus have two (2) elements:
  - Delivery Fee; and
  - milestone payments
- 2.28 The maximum available funding for each CPA will be the same and the Total Contract Price will be determined by a Programme Supplier's Pricing Proposal.

#### **Delivery Fee**

- 2.29 Subject to the terms of the Order Form, the "Delivery Fee" will be the sum payable by the Buyer to the Programme Supplier in respect of each month, from the later of:
  - a) the day following the end of the Implementation Period; and
  - b) the day following the day on which the Implementation Activities have been completed to the Buyer's satisfaction;

up to the Service Delivery End Date, (both dates inclusive). The payments will be calculated to be equal in value and (in total) to represent eighty percent (80%) of the Total Contract Price. Please note that the actual sums payable may, in aggregate, represent less than eighty percent (80%) of the Total Contract Price if, for example, the Implementation Activities are not completed to the Buyer's satisfaction by the end of the Implementation Period or if the contract is terminated prior to the Service Delivery End Date.

## Milestone Payments

2.30 Subject to the terms of the Order Form, the Programme Supplier will be eligible to claim three Milestone Payments, should the following thresholds be met to the Buyer's satisfaction, during the life of the contract linked to the completion of the specific milestone objectives below. The Programme Supplier shall complete or deliver (as appropriate) the following milestones to the Buyer's satisfaction by the dates set out below:

- I. Implementation, by no later than the expiry of the Implementation Period.
- II. The Interim Annual Report, by no later than the expiry of thirteen (13) calendar months from the Start Date.
- III. The End-of-Contract Report and Open Book Cost Model Return, by no later than the expiry of one (1) calendar month following the Service Delivery End Date.
- 2.31 Subject to the terms of the Order Form, the milestone payments will (in total) be calculated to represent twenty percent (20%) of the Total Contract Price and will be split as follows:
  - I. Five percent (5%) of the Total Contract Price for Implementation.
  - II. Five percent (5%) of the Total Contract Price for the Interim Annual Report.
  - III. Ten percent (10%) of the Total Contract Price for the End of Contract Report and Open Book Cost Model Return.

## Section 3: Service Requirement

#### Eligibility

- 3.1 Each Programme Supplier will deliver Mid-Life MOTs only to eligible Participants. To be eligible for a Mid-Life MOT under a Mid-Life MOT Private Sector Pilot in a given CPA, the potential Participant must:
  - be in employment with a participating employer at the time of undertaking the Programme;
  - be aged 45-55 at the point of which they start the Programme;
  - have the right to reside and enter employment in England;
  - be in employment within that CPA;
  - not be employed or engaged by any Programme Supplier, any member of the supply chain of a Programme Supplier or any Group Company of any of such companies.

#### **Employer & Participant identification**

- 3.2 A Programme Supplier shall detail in its bid how it intends to identify Participants through engagement with employers in the CPA.
- 3.3 A Programme Supplier must collect, verify and retain for six (6) years appropriate evidence to confirm eligibility of Participants for the Mid-Life MOT Private Sector Pilots.
- 3.4 Reasonable adjustments must be made for relevant individuals to allow them equal access to a Mid-Life MOT Private Sector Pilot in line with applicable equality law.
- 3.5 The Programme Supplier must ensure each Participant will have a unique ID.

#### **Delivery Model**

- 3.6 Programme Suppliers shall develop and deliver provision to encourage and enable people to stay in work for longer through improving their skills, health and understanding of financial planning while at the same time facilitating Later Life planning to meet the Work, Wealth and Wellbeing needs of Participants in order to enable them to achieve their retirement goals.
- 3.7 The Buyer is looking for innovative ideas on how to deliver the Mid-Life MOT.

#### Outcomes

- 3.8 Whilst encouraging innovative ideas the Buyer wants to ensure the offer meets the Buyer's expectations and achieves the outcomes set out below.
  - An assessment of a Participant's Work, Wealth and Wellbeing, in order to assess whether an individual is on track to reach their retirement goals.

- If they are not on track to reach their goals, provide individualised information and guidance on what they need to do between now and retirement to achieve those goals or move as close to them as possible.
- The Interim Annual Report.
- Participants' understanding of their Work, Wealth and Wellbeing improves.
- Participants undertake a review of their pension, with Programme Supplier support, and gain an improved understanding of their pension arrangements.
- Participants gain an understanding of how their health and lifestyle is likely to affect how long they are able to stay in the workforce given the nature of their industry and how that in turn is likely to affect their retirement outcomes.
- Participants gain an increased awareness of how and why gaining transferable skills can improve career resilience, and what sort of retirement outcomes this is likely to translate to.
- Employers' perception and appreciation of the need to promote improved Work, Wealth and Wellbeing for employees will have increased.
- The End-of-Contract Report and Open Book Cost Model Return.

# Length of Support

- 3.9 Participants will be deemed to have reached the end date of the programme when they have completed the Mid-Life MOT journey proposed by the Programme Supplier, in the three (3) pillars of Wealth, Work, and Wellbeing.
- 3.10 All Participant-facing and related activity must be finished by the Service Delivery End Date.
- 3.11 The design of the Participant journey is to be proposed by the Programme Supplier.

## **Key Deliverables**

- 3.12 The key deliverables that a Programme Supplier shall deliver are:
  - A Mid-Life MOT is designed and delivered which covers a Participant's Work, Wealth and Wellbeing.
  - A plan that shows how the Programme Supplier will identify the Participant numbers per paragraph 2.14.
  - To co-operate with and provide all necessary MI to the Buyer for the Evaluation Partner and for DWP analysts to ensure successful evaluation of the Mid-Life MOT Private Sector Pilots.

- Providing regular Management Information on time that is complete and provided each six (6) months following the Contract Start Date and each six (6) months thereafter including the last six (6) months of the contract.
- Provision of the Interim Annual Report in accordance with paragraph 2.16.
- Provision of the End-of-Contract Report and Open Book Cost Model Return within one (1) month of the Service Delivery End Date.
- Delivery of the Mid-Life MOT to at least the relevant minimum number stated in paragraph 2.14.

## Supplier Management Information

3.13 The following is in addition to paragraph 3 of Schedule C1: Contract Management v1.0 (Supplier Information (MI) Requirements).

## Management Information requirement 1 (See Annex 5)

- 3.14 A Programme Supplier will share the following Personal Data MI with the Buyer to allow the Buyer and the Evaluation Partner to contact Participants and invite them to partake in research activity:
  - I. Participant unique programme ID number (every Participant must have a unique programme ID number).
  - II. Personal Data:
    - Full name
    - o Contact details (phone number and e-mail address) of Participant
    - Pilot location where Participant employed
    - Participant key characteristics will include
      - Age
      - Sex
    - Start date of the Participant's Mid-Life MOT
    - Occupation (see Annex 5)
    - Name of Participant's Employer
  - III. Employer data:
    - Start date of Employer's involvement in the pilot
    - Employer unique ID
    - Self-employed/employed
  - IV. The Programme Supplier must ensure each employer has a unique ID.
- 3.15 Subject to 3.16 below, a Programme Supplier will send the Personal Data MI at 3.14 above to the Buyer within six (6) weeks of receiving notice to do the same from the Buyer. An illustrative example of the template for sending the Personal Date MI at 3.14 above is included in Annex 5.

- 3.16 A Programme Supplier will be required to send the Personal Data MI three (3) times over the life of the contract.
- 3.17 In line with UK GDPR requirements, the Programme Supplier will obtain consent that to take part in the Programme, Participants and Employers are doing so with the understanding that their data will be shared with DWP and the Evaluation Partner, in the manner set out in paragraphs 3.18 and 3.19 below.
- 3.18 The Buyer will support each Programme Supplier to create the Participant Information Form and Participant Agreement Form for its CPA during the Implementation Period. A Programme Supplier shall provide the Participant Information Form and Participant Agreement Form to the Buyer for approval during the Implementation Period and shall implement any reasonable requests of the Buyer in respect of the Participant Information Form and Participant Agreement Form before use.
- 3.19 The Programme Supplier shall ensure each Participant has been provided with the Participant Information Form and provides consent by signing the Participant Agreement Form before delivery of each Mid-Life MOT. The Programme Supplier must retain signed copies of the Participant Agreement Form for ten (10) years following the Service Delivery End Date and deliver any or all of these to the Buyer from time to time before expiry of this period promptly upon the Buyer's request. Participant Forms may be electronically signed and stored. These forms will not be limited to, but will cover as a minimum:
  - Consent to data collection.
  - Consent to data usage.
  - Consent to data retention period.
  - Participant consent to be part of Mid-Life MOT.
  - Legal disclaimer acknowledging that that the Programme Supplier (and not the Buyer) is solely responsible for all and any advice, information and/or guidance (as applicable) that the Programme Supplier may give.

## Management Information requirement 2 (See Annex 5)

- 3.20 For the Buyer to complete the necessary equality impact analysis, a Programme Supplier will also be required to provide to the Buyer MI containing the following:
  - I. The number of Participants per employer and CPA.
  - II. Key characteristic breakdowns of Participants.

The pseudo-anonymised data of Participant key characteristics:

- o Age
- Sex
- III. Employer data, including:
  - Name of employer
  - Employer sector
  - Employer size
  - Start date of Employer's involvement in the pilot

- Employer unique ID
- Name of point of contact at Employer
- Phone number and email address of point of contact
- 3.21 The Programme Supplier will complete the relevant MI reporting template (which covers the MI at [3.20] above) and will return them to the Authority at six (6) monthly intervals over the contract period, in total four (4) reports. The first return shall be six (6) months from the Start Date of the contract and the subsequent three returns shall be at six (6) monthly intervals thereafter. An illustrative example of the template for sending the MI at 3.20 above is included in Annex 5.
  - o The MI must meet UK GDPR requirements.
  - Each Participant must have a unique ID.
- In the case of both Management Information request 1 and Management Information request 2, the Buyer will:
  - Check the MI report for completeness and return any incomplete forms to the Programme Supplier to fill in any gaps and contact the Programme Supplier to resolve any discrepancies or issues.
  - Validate the MI return, ensuring all required fields have been completed in the correct format.
- 3.23 DWP is the Data Controller. The Programme Supplier and the Evaluation Partner are the Data Processors.

#### Interviews

3.24 Representatives of the Programme Supplier, including those delivering Mid-Life MOT sessions will also be expected to complete at least two (2), one (1) hour interviews, as set out in this paragraph. The Buyer will conduct two phases of interviews with each Programme Supplier's staff/its supply chain (once each year of the Mid-Life MOT Private Sector Pilots). These interviews will collect feedback on their experiences and challenges of working on the Mid-Life MOT Private Sector Pilots. The Buyer requires to conduct interviews with up to five (5) members of staff from each Programme Supplier (inclusive of any supply chain staff), with each interview lasting one (1) hour. Each Programme Supplier shall work with the Buyer to facilitate the interviews described in this paragraph and comply with all reasonable requests from the Buyer in relation to the same, including as to the identity or role of any relevant staff.

#### **Quarterly Meetings and Visits**

3.25 The Buyer will be in regular contact and build strong relationships with Programme Supplier colleagues to gain an in depth understanding of what is happening with each Programme Supplier. The insight gained will feed into lessons learned and the final evaluation.

There will be quarterly meetings between the Buyer's nominated representatives and the Programme Supplier's nominated representatives with a minimum notice period of four (4) weeks. Each party acting in good faith to agree the same.

The Programme Supplier will make provision for the Buyer to observe a Mid-Life MOT being delivered Participants at the Buyer's request. The Buyer will give a minimum notice period of two (2) weeks. Each party acting in good faith to agree the same.

## **Intellectual Property**

3.26 The Buyer will provide an Intellectual Property Rights (IPR) Activity Log template to the Programme Supplier within five (5) Working Days of the Call-Off Start Date. For the avoidance of doubt, as per (and subject to) clause 13.2 in Core Terms v2.0, any IPR created specifically for a Call-Off Contract or arising as a result of the performance of the Programme Supplier's obligations under the Call-Off Contract is owned by the Buyer.

#### Social Value

- 3.27 Each Programme Supplier acknowledges that improvement of health and Wellbeing is key to the Buyer in the delivery of the Mid-Life MOT Private Sector Pilots.
- 3.28 Each Programme Supplier shall:
  - carry out the actions and activities; and
  - ensure that its conduct in providing the services and any other actions in connection with its Mid-Life MOT Private Sector Pilot are reflective of the principles;

set out in its response to the question headed Social Value in the ITS.

#### **Financial Services**

3.29 The Buyer does not specify that the services delivered under the Mid-Life MOT Private Sector Pilots shall include services that constitute a regulated activity for the purposes of Financial Services Law. In circumstances where the Programme Supplier provides services that are governed by Financial Services Law, it is the Supplier's responsibility to ensure that the Services comply with Financial Services Law. In this paragraph, "Financial Services Law" means: (a) the Financial Services and Markets Act 2000; (b) the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544); and (c) all other law that relates to the giving of financial advice or provision of financial services.

## Section 4: Performance Management

4.1 This section provides an overview of the delivery expectations relating to quality, performance and contract management.

## Performance Management Approach and Requirements

- 4.2 Within five (5) working days of the Start Date, the Programme Supplier must submit a final Implementation Plan to the Buyer for approval. This will comprise the draft Implementation Plan (submitted as part of the Call-Off Tender) with any additional information added or amendments made as reasonably required by the Buyer.
- 4.3 During the Implementation Period (or if longer while Implementation Activities are continuing), the Programme Supplier must report on progress against the Implementation Plan on a fortnightly basis during Implementation Meetings. These updates must briefly summarise the progress in line with the Implementation Plan and provide an explanation for any deviations from the timescales outlined in the plan.
- 4.4 The Buyer reserves the right to recover from a Programme Supplier any costs or expenses incurred by the Buyer as a result of invoking formal performance improvement action in the form of a performance improvement plan as detailed in Schedule C1: Contract Management v1.0.

#### Performance Delivery and Expectations

4.5 The Programme Supplier will identify performance issues relevant to each stage of the scheme and promptly notify the Buyer of the same. For example, during the Implementation Period, if the Programme Supplier is failing to deliver the Implementation Activities, e.g., relevant recruitment and training carried out, development of supporting processes and procedures ready for service delivery, then the Programme Supplier shall notify the Buyer at the first opportunity.

# Annex 1 - Glossary of Abbreviations

| Abbreviation | Description  |
|--------------|--|
| СРА          | Contract Package Area  |
| DPS          | Dynamic Purchasing System  |
| DWP          | Department for Work and Pensions   |
| MI           | Management Information   |
| OBCM         | Open Book Cost Model   |
| SME          | Small and Medium Enterprises (meaning enterprises falling within the category of micro, small and medium-sized enterprises defined by the European Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises) |
| UK           | United Kingdom   |

# Annex 2 – Definitions

| Term                      | Definition  |
|---------------------------|---|
| Buyer                     | The relevant purchaser stated as such in the Order Form, being the Secretary of State for Work and Pensions   |
| Cornwall and Devon        | The area comprising the local authorities specified under "CPA 3 - Cornwall and Devon" in Annex 4   |
| East Anglia               | The area comprising the local authorities specified under "CPA 1 - East Anglia" in Annex 4  |
| End-of-Contract Report    | The report referred to at paragraph 2.17 of this Specification  |
| Evaluation Partner        | The contractor referred to at paragraph 2.18 of the Specification   |
| Group Company             | In relation to a company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company (where "subsidiary" and "holding company" have the meanings given to them in section 1159 of the Companies Act 2006) |
| Implementation Activities | The activities to be performed under the Implementation Plan  |
| Implementation Plan       | The Programme Supplier's implementation plan, as set out in the Supplier's bid in line with the Instructions to Suppliers and as finalised in accordance with Section 4 of this Specification   |
| Implementation Period     | The period during which the Implementation Activities are to be carried out, as set out in the Programme Supplier's Implementation Plan   |
| Implementation Meetings   | Fortnightly during Implementation to ensure that the Implementation Plan is being executed.   |
| Instructions to Suppliers | The "Instructions to Suppliers" issued to eligible suppliers in relation to the competition for the procurement of the Mid-Life MOT Private Sector Pilot contracts under the Test and Learn Dynamic Purchasing System   |
| Interim Annual Report     | The report referred to at paragraph 2.16 of this Specification  |
| Later Life                | For the purposes of the Mid-Life MOT, the time of life after retirement   |
| Mid-Life                  | The central period of a person's life, between around 45 and 60 years old   |
| Mid-Life MOT              | Support to encourage people in Mid-Life to take stock and make plans for their health, wealth, and skills.  |

| Term                               | Definition   |
|------------------------------------|--|
|                                    | This can help to shape their future at work and prepare for Later Life   |
| Mid-Life MOT Private Sector Pilots | The programme to which this Specification relates, and Mid-Life MOT Private Sector Pilot shall refer accordingly to the programme in a single CPA  |
| North East of England              | The area comprising the local authorities specified under "CPA 2 – North East of England" in Annex 4   |
| Older Workers                      | A person aged 50 or older and is approaching their pension retirement age  |
| Open Book Cost Model<br>Return     | A return in the form required by the Buyer for the purposes of Open Book Contract Management. "Open Book Contract Management" is a structured process for the sharing and management of costs and operational and performance data between the Programme Supplier and the Buyer. See Annex 6 for more detail |
| Order Form                         | The completed Order Form Template (or equivalent issued by the Buyer) used to create a Call-Off Contract pursuant to Core Terms v2.0   |
| Participant                        | A person who takes part in a Mid-Life MOT under the Mid-Life MOT Private Sector Pilots   |
| Participant Agreement Form         | An agreement signed by the Participant meeting the requirements of paragraph 3.19  |
| Participant Information Form       | Detail of the Mid-Life MOT provision to ensure a Participant has all information to be able to make an informed decision regarding participation and how data will be used   |
| Pension Forecast                   | To estimate the value of a person's pension at retirement giving an idea of how much their payments will be when they become eligible for it.  |
| Pilot                              | Refers to this Mid Life MOT Private Sector Pilots  |
| Pre-Covid-19                       | The time before the coronavirus pandemic   |
| Programme Supplier                 | A prime supplier under the Mid-Life MOT Private<br>Sector Pilots. The Supplier (as defined in the Core<br>Terms) is a Programme Supplier for the purposes of<br>this Specification   |
| Service Delivery End Date          | The date on which delivery of Mid-Life MOTs under the Mid-Life MOT Private Sector Pilots is to end, being two years from the Start Date  |
| Start Date                         | The date the Call-Off Contract is to take effect   |
| Total Contract Price               | The figure proposed by the Programme Supplier in their pricing proposal (see Instructions to Suppliers) and agreed by the Buyer in the Order Form  |

| Term      | Definition   |
|-----------|--|
| UK GDPR   | Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 |
| Work      | In the context of Mid-Life MOT this means mid to late career goals, recognition of transferable skills and marketability of skills   |
| Wealth    | In the context of Mid-Life MOT this means financial planning for retirement and Later Life   |
| Wellbeing | In the context of Mid-Life MOT this means being aware of long-term health concerns which could impair Later Life   |

#### Annex 3 - Additional Information

## Suppliers Working with Government, the Buyer

- A3.1 During the lifetime of the contracts, there will be regular interactions between Programme Suppliers and the Buyer to ensure the effective delivery of the provision.
- A3.2 Programme Suppliers will be required to work collaboratively with both the Buyer and sub-contractors (where applicable) throughout the life of the contract to resolve any delivery and/or supply chain issues and deliver continuous improvement.

## Participant Feedback and Complaints Handling

- A3.3 Programme Suppliers must have an appropriate complaints process (this must apply to the whole supply chain, where applicable) to attempt to resolve Participants' complaints. This must satisfy 44. Customer Complaints of Core Terms 2.0.
- A3.4 Programme Suppliers must explain the feedback and complaints processes to Participants at the start of provision as part of their induction.

#### **DWP Customer Charter**

A3.5 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 Programme Suppliers 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

## Mid-Life MOT Marketing and Branding

A3.6 The Programme Supplier must only use Mid-Life MOT branding which has been agreed with DWP and in compliance with the Terms and Conditions set out in the contract.

# Annex 4 - Contract Package Area Information - Local Authorities

## CPA 1 - East Anglia

Breckland, Broadland. Great Yarmouth, King's Lynn and West Norfolk, North Norfolk, Norwich, South Norfolk, Babergh and Mid Suffolk, East Suffolk, Ipswich, West Suffolk, Cambridge, South Cambridgeshire, East Cambridgeshire, Huntingdonshire, Fenland, Peterborough

## CPA 2 - North East of England

County Durham
Darlington
Hartlepool
Middlesbrough
Northumberland
Redcar and Cleveland
Stockton-on-Tees
Gateshead
Newcastle upon Tyne
North Tyneside
South Tyneside
Sunderland

#### CPA 3 - Devon & Cornwall

Cornwall, East Devon, Exeter, Mid Devon, North Devon, South Hams, Teignbridge, Torridge, West Devon

# Annex 5 – Management Information Templates Illustrative Example

**Please note**: The final templates will be determined by the Buyer taking into account any reasonable requests made by the Programme Supplier during the Implementation Period

## Management Information requirement 1

Data to be collected and shared with DWP and sent to Evaluation Partner for purposes of inviting them to partake in research activity:

| Participant personal data                |  |
|--|--|
| Variable to be collected                 |  |
| Participant name                         |  |
| Start date of Participant's Mid-Life MOT |  |
| Pilot CPA                                |  |
| Participant's phone number               |  |
| Participant's email address              |  |
| Participant's sex                        |  |
| Participant's age                        |  |
| Participant's occupation <sup>2</sup>    |  |
| Is the Participant self-employed         |  |
| Name of Participant's Employer           |  |
| Unique ID for Employer                   |  |

<sup>&</sup>lt;sup>2</sup> Per <u>SOC 2020 Volume 1: structure and descriptions of unit groups - Office for National Statistics</u>
See table titled 'Occupations' below

# Management Information requirement 2.

a) Data collected as pseudo-anonymised MI:

| Protected characteristics of Participants |   |  |
|---|---|--|
| Protected characteristic Options          |   |  |
| M/hat in your ago?                        | Write in years:   |  |
| What is your age?                         | Prefer not to say   |  |
| What is your sex?                         | Please note: Options will be provided by the Buyer in the MI Template |  |
| -   | Prefer not to say   |  |

# b) Employer data:

| Employer data   |  |  |
|---|--|--|
| Name of employer  |  |  |
| Unique ID for employer  |  |  |
| Name of person to contact at participants employer <sup>3</sup> |  |  |
| Phone number of person to contact at Participant's employer     |  |  |
| Email address of person to contact at Participant's Employer    |  |  |
| Number of<br>Participants per<br>employer                       |  |  |
| Number of staff   | 1                                      |  |
| employed at   | 2-9 staff                              |  |
| Participant's employer (number of                               | 9-49 staff                             |  |
| employees at  | 50-249 staff                           |  |
| employer) <sup>4</sup>  | 250+ staff                             |  |
| Sector of Participant's employer                                | A - Agriculture, Forestry<br>& Fishing |  |

| Employer data |  |  |
|---------------|--|--|
|               | B - Mining & Quarrying<br>and D - Electricity, Gas<br>& E - Water Supply                                       |  |
|               | C - Manufacturing  |  |
|               | F - Construction   |  |
|               | G - Wholesale, Retail & Motor Trades   |  |
|               | H - Transport & Storage  |  |
|               | I - Hotels & Restaurants   |  |
|               | J - Communication  |  |
|               | K - Financial<br>Intermediation  |  |
|               | LMN - Real Estate,<br>Renting & Business<br>Activities   |  |
|               | O - Public Administration, Defence & Compulsory Social Security and P - Education and Q - Health & Social Work |  |
|               | RS - Other Community,<br>Social & Personal<br>Service Activities   |  |
|               | Other please specify   |  |

<sup>4</sup> This will be the most senior person contacted at the organisation for the purposes of the Mid-Life MOT Private Sector Pilots.

## Occupations

| Major group                                      | General nature of qualifications, training and experience for occupations in the major group   |  |
|--|--|--|
| 1 Managers,<br>directors and senior<br>officials | A significant amount of knowledge and experience of the production processes and service requirements associated with the efficient functioning of organisations and businesses. |  |
| 2 Professional occupations                       | A degree or equivalent qualification, with some occupations requiring postgraduate qualifications and/or a formal period of experience-related training.                         |  |

<sup>5</sup> Please include the participant and others on the employer's payroll and any working proprietors or owners but exclude any self-employed and outside contractor or agency staff

| Major group                                     | General nature of qualifications, training and experience for occupations in the major group   |  |
|---|--|--|
| 3 Associate professional occupations            | An associated high-level vocational qualification, often involving a substantial period of full-time training or further study. Some additional task-related training is usually provided through a formal period of induction.  |  |
| 4 Administrative and secretarial occupations    | A good standard of general education. Certain occupations will require further additional vocational training to a well-defined standard (e.g. office skills).   |  |
| 5 Skilled trades occupations                    | A substantial period of training, often provided by means of a work based training programme.  |  |
| 6 Caring, leisure and other service occupations | A good standard of general education. Certain occupations will require further additional vocational training, often provided by means of a work-based training programme.   |  |
| 7 Sales and customer service occupations        | A general education and a programme of work-<br>based training related to sales procedures. Some<br>occupations require additional specific technical<br>knowledge but are included in this major group<br>because the primary task involves selling.  |  |
| 8 Process, plant and machine operatives         | The knowledge and experience necessary to operate vehicles and other mobile and stationary machinery, to operate and monitor industrial plant and equipment, to assemble products from component parts according to strict rules and procedures and subject assembled parts to routine tests. Most occupations in this major group will specify a minimum standard of competence for associated tasks and will have a related period of formal training. |  |
| 9 Elementary occupations                        | Occupations classified at this level will usually require a minimum general level of education (i.e. that which is acquired by the end of the period of compulsory education). Some occupations at this level will also have short periods of work-related training in areas such as health and safety, food hygiene, and customer service requirements.   |  |

SOC 2020 Volume 1: structure and descriptions of unit groups - Office for National Statistics

## Annex 6 – Open Book Contract Management

**Please note**: The final template will be determined by the Buyer taking into account any reasonable requests made by the Programme Supplier during the Implementation Period. The definition below is a comprehensive list of the types of financial data that they Buyer needs at the end of the contract as part of the review into the Mid-Life MOT Private Sector Pilots.

#### Open Book Data

Complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Term, including details and all assumptions relating to:

- (a) the Supplier's Costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software;
- (b) operating expenditure relating to the provision of the Services including an analysis showing:
  - (i) the unit costs and quantity of consumables and bought-in services;
  - (ii) manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade;
  - (iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier's Profit Margin; and
  - (iv) Reimbursable Expenses;
- (c) Overheads;
- (d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;
- (e) the Supplier Profit achieved over the Term and on an annual basis;
- (f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
- (g) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and

the actual Costs profile for each Service Period.