



Department
for Work &
Pensions



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Investing in jobs and skills

Specialist Employability Support (SES)

Invitation to Tender

Specification and Supporting Information

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Final Version

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1. Overview

- 1.01 This specification sets out the delivery requirements which apply to the Department for Work and Pensions (DWP), Specialist Employability Support (SES) provision.
- 1.02 This Specification is issued without prejudice and completed in accordance with a full Equality Analysis.

Introduction

- 1.03 Specialist Employability Support (SES) is a new national provision, designed to help unemployed disabled adults to secure and sustain employment or self-employment.
- 1.04 The programme focuses on helping those furthest away from the employment market, and for whom other provision is not suitable and offers an individually tailored combination of guidance, work placements, and work experience.
- 1.05 This new provision features two main support options:
- **Specialist Employability Support (SES)** - intensive, end-to-end employment provision, and;
 - **SES Start Back** - a shorter-term provision that works with disabled people to help them to prepare for other provision (DWP or non-DWP) where appropriate.
- 1.06 The Specialist Employability Support will be procured via an open competition for six contracts.
- Four of these will be for Pan Disability provision.
 - There will also be one contract for specialist Hearing Impairment provision and one for specialist Visual Impairment provision.
- 1.06 This provision will contribute to two of the overall aims of the Department for Work and Pensions:
- help and support people who are out of work to move into work; and
 - ensure that disabled people have the same opportunities as non-disabled people to succeed in life and fully participate in society.
- 1.07 This is a pan disability programme, which will be made available through Jobcentre Plus Disability Employment Advisers (DEAs) and other external referral organisations to support people with disabilities that are the furthest from the Labour Market and who need intensive support to help them make the journey into work. Provision needs to be able to address all types of disability including Government priority areas of mental health and learning disability.
- 1.08 This new provision will complement other employment provision, including non-DWP provision, as well as DWP employment provision.

- 1.09 It will differ from other provision, both available in DWP or from elsewhere, in that claimants suitable for this provision will require a more intensive, holistic approach and specialised employability support which could include rehabilitation/ adjustment to an acquired disability. Depending on the level of support required, some care may need to be provided on site. They may also need more one to one support as the disability interacts with their employability.
- 1.10 The provision will be customised to meet the needs of individuals, be outcome based and accessible from all parts of the country. We also wish suppliers to be flexible and imaginative in the way they provide the support on a national basis.

DWP Business Plan

- 1.11 This provision fits with the DWP business plan objective of ‘enabling disabled people to fulfil their potential’. It is specifically related to point 3.3 - specialist disability employment programmes, which reads:

‘3.3 Develop and deliver cross -government initiatives on improving disability employment, ensuring a clear fit with mainstream employment programmes’

- 1.12 The new provision also aligns with the objective of ‘controlling costs – improving services to the public by delivering value for money and reducing fraud and error’.

Critical Success Factors

- 1.13 The provision is designed to:

- Increase the employment rate of individuals with a disability by getting them in to work
- Learn more about the best ways to support our most disadvantaged disabled customers
- Drive better Value for Money
- Improve links with other employment programmes
- Improve national coverage and referral mechanisms
- Increase cross-government involvement
- Continue to develop specialist expertise and infrastructure to support future Disability employment support

- 1.14 Below are the Critical Success Factors against which the success of SES will be judged:

- Increasing the employment rate for disabled people, contributing towards the Department’s target of **reducing the employment rate gap** between disabled and non-disabled people.
- An ability to support this **distinct customer group**, including holistic, wrap-around care and rehabilitation, residentially if required.

- How the provider support will achieve **national coverage**, and how support will reach those away from prime location(s) if necessary (options could include sub-contracting, partnership working, remote support, etc – not exhaustive)
- An ability to support **all disabilities**, but focussing on key disabilities and conditions depending on contract bid for and customer group.
- An ability to obtain **alternative funding** to meet the needs of individuals, for example: with training/qualifications and health support requirements.
- An ability to demonstrate **progression for customers**, including engagement with providers of wider provision to foster good relations and warm handovers for customers transitioning to other provision.

Evaluation of Bids

1.15 Given the nature of the customer group being supported, the balance of scoring will be heavily weighted in favour of quality (80%) over price (20%). Further information on this can be found in the Instructions for Bidders, but particular focus will be on:

- Increase the employment rate of individuals with a disability by getting them in to work
- An ability to support this distinct customer group, including holistic, wrap-around care and rehabilitation, residentially if required.
- How the provider support will be geographically spread across the country, and in particular, how support will reach those away from prime location(s) if they do not require or wish to reside (options could include sub-contracting, partnership working, remote support, etc – not exhaustive)
- An ability to support all disabilities, but focussing on key disabilities and conditions depending on contract bid for and customer group criteria set out above.
- An ability to obtain alternative funding to meet the needs of individuals with non-DWP elements, including training/qualifications and health support requirements.
- An ability to demonstrate progression for customers, including engagement with providers of wider provision to foster good relations and warm handovers for customers transitioning to other provision.

Commercial Approach

1.16 The Specialist Employability Support will be procured via an open competition and it is expected that six contracts will be awarded. There will be three Lots and each Lot will cover the whole of Great Britain¹

- Lot 1: Sensory Impairment: Visual
- Lot 2: Sensor Impairment: Hearing
- Lot 3: Pan Disability

There will be one contract awarded to each of the Sensory Impairment Lots and four to the Pan Disability Lot. All Contracts will be required to deliver nationally

¹ Great Britain does not include northern Ireland, the Channel Islands or the Isle of Man

- 1.17 All invited bidders may submit bids for more than one contract. To enable DWP to test different approaches and maintain choice for customers, only one contract will be awarded to each successful bidder. This allows tenders for different delivery models to be submitted, giving DWP the opportunity to test a variety of approaches and maintain choice for customers. The Invitation to Tender asks bidders to state their order of preference for the contracts for which they are tendering.
- 1.18 Contracts will run for 24 months with all customers needing to be have finished the support by 31st August 2017. DWP will only make payment of outcomes in respect of people who have left the provision by 31 August 2017, if any support is provided to support people this is at the providers risk and cost.

This is subject to the option to extend the contracts for up to further year not having been enacted that will be subject to funding availability and acceptable performance.

- 1.19 The exact start date will be agreed with providers but DWP is committed to having SES in place by the beginning of September 2015. It is expected that Providers will meet the commencement date (1 September 2015) and this will be evidenced in their Implementation Plans to be submitted as part of their tender.
- 1.20 It should be noted that by commencement date it is meant that the Provider is immediately ready, in all locations nationally, to receive referrals and offer Participants a place on the scheme within 20 working days of referral
- 1.21 In support of the government's commitment on Small-Medium size Enterprises (SMEs) DWP encourage bids from SMEs either directly or via consortiums or for its larger suppliers to make their sub-contracting opportunities accessible to smaller companies and implement SME-friendly policies in their supply-chains.

Payment Model

- 1.22 The payment model will comprise three payments:

- A Service Fee, comprising 50% of the contract value;
- A Short Job Outcome Fee;
- A Sustained Job Outcome Fee

*For further information regarding the payment model please see: **Section 3** - Performance and Payment model, And **Annex 1** - Contract Packages Indicative Volumes and Budgets.*

Flexibility during the life of the Contracts

- 1.23 Contracts will need to have some flexibility to handle the changes that might occur during their lifetime and any variations will be subject to discussion and agreement at the appropriate time. Any proposed changes would be subject to agreement via formal change control procedures as detailed in the terms and conditions

- 1.24 **The Authority reserves the right to increase the volume of Referrals made under this Contract** to cater for increased volumes of referrals as a result of such factors as increased demand, performance, customer preference or the early termination of one or more of the Contracts. **Any such increase will not exceed £1.925m per annum as** stated in the OJEU Notice.
- 1.25 Details of the tender evaluation can be found in the **Instructions to Potential Suppliers**.

Specialist Employability Support Specification

- 1.26 This document provides information about DWP's requirements so that Providers can develop comprehensive delivery proposals and relative pricing schedules. It is comprised in two parts:
- the main specification which sets out requirements for delivery and additional information; and
 - the annexes, which contain further detail, including indicative volumes and pricing information that may be useful in preparing bids.
- 1.27 Providers have considerable freedom to determine how support will be provided to meet the requirements of the specification. Specialist delivery partners from the public, private and voluntary sectors are best placed to identify the best ways to address the needs of this customer group, and are allowed the freedom to do so without detailed prescription from central government. We will specify some minimum requirements and during live running we will utilise the Performance Management Regime to assure delivery of the proposals and standards, as set out in the bid.

Provider Guidance

- 1.28 Provider Guidance to support providers delivering this provision, which complements this specification for SES, will be issued in due course.

2. The Service Requirement

Aims and Objectives

2.01 SES is intended to help adults with disabilities that are not employed and not deemed suitable for other (DWP or non-DWP) provision. This is particularly for those at risk of exclusion from the job market, to enable them to secure and sustain employment or self-employment through an individually tailored combination of guidance, support in the workplace and work experience. This will include helping Participants to overcome barriers to enable them to either become suitable for wider provision following intensive support, or to secure Employment that will last at least 13 weeks.

General

2.02 Participants can only be referred to SES Providers via a central function but can be identified by Jobcentre Plus Advisers or Statutory Referral Organisations/agreed alternative referral sources.

2.03 The duration of the support must vary to meet individual needs and opportunities must be made available across a wide range of skill levels. The aim is to support the Participant in moving closer to, and compete in the job market (either via SES or wider Provision) by gaining the skills and experience they need to obtain and sustain employment.

2.04 Specialist Employability Support (SES) is a new national provision, designed to help unemployed disabled adults to secure and sustain employment or self-employment.

2.05 The programme focuses on helping those furthest away from the employment market, and for whom other provision is not suitable and offers an individually tailored combination of guidance, work placements, and work experience.

2.06 This new provision features two main support options:

- **Specialist Employability Support (SES)** - intensive, end-to-end employment provision, and;
- **SES Start Back** - a shorter-term provision that works with disabled people to help them to prepare for other provision (DWP or non-DWP) where appropriate.

Specialist Employability Support

2.07 SES should be designed be flexible in length, depending on the customer needs, to prepare the customer for work.

2.08 All customers are required to complete provision and support by the end of the referral period (31 August 2017). DWP will work with each provider to assess referrals leading up to this period to ensure that a reasonable expectation is placed on the provider and the customer. The DWP we will only make payment of outcomes in respect of people who have left the provision by 31 August 2017, if you continue

to support people this is at your risk and any costs after 31 August 2017 are not covered within the contract.

- 2.09 Providers will be expected to carry out a **detailed needs assessment** upon arrival of each customer and design **individual support programmes** to prepare customers for work. The precise nature of support will be black box, but is expected to include more **in-depth personal development programmes** (e.g. interview skills, confidence building), **work placements**, and **job-search assistance**.
- 2.10 Providers must be able to offer all of the support available on SES Start Back. Additionally, providers will be expected:
- To offer more in-depth personal development programmes tailored to the particular needs of disabled people. These could include programmes such as interview skills and confidence building.
 - To use links with employers local to the customer to arrange work experience, in the form of traineeships, work placements, work experience, apprenticeships, internships, in-house experience or shadowing.
 - Providers must provide each Participant help and support in finding and securing sustainable Employment. This job search support must be provided during the period the participant is with the Provider. Providers should not rely on referring participants to other Jobcentre Plus funded support for job search support after the end of the support period,
 - To work with and acquire funding if required from social services, healthcare providers, local authorities and the Skills Funding Agency so that where customers face additional non-disability-related barriers to work such as housing issues, addiction problems, debt and/or long-term unemployment, these can be tackled in a holistic manner. This should enable them to provide a holistic service including, where appropriate, health support (e.g. CBT), skills training (e.g. NVQs) and solutions to social problems (e.g. addiction therapy).
 - Where appropriate, the provider must liaise with Jobcentre Plus, including the Disability Employment Adviser, to assist the customer in gaining any support available through Access to Work.
- 2.11 Providers are responsible for ensuring customers have the support, including the financial support, they need to participate during their time on the provision and the placement (**Annex 5 provides further details**).
- 2.12 Where Participants are referred for SES Start Back support, and the Provider, following assessment, can justify that the customer requires the longer term support, they can agree this with the department.
- 2.13 Customers will have a degree of choice about which SES provider they attend based on the type of support offered by the provider.

SES Start Back

- 2.14 SES Start Back will consist of a **shorter period of support** designed to **prepare the customer to attend further provision (DWP or non-DWP)**, or in appropriate cases, to move directly into employment.
- 2.15 The precise nature of support will be black box, but providers must be able to offer a **detailed needs assessment** for each customer upon arrival, and an **individualised support programme** to prepare participants for larger-scale provision, including elements such as work-related independence skills (e.g. mobility skills and use of assistive technology) and advice on engaging in the workplace.
- 2.16 Work focused Individual Support Plans must be developed for each participant, and support must be offered to participants in line with their Individual Support Plans and job goals, with the aim of enabling people with disabilities that interacts with their employability.
- 2.17 Providers will prepare the customer to attend appropriate wider provision, whether DWP support contained with Jobcentre Plus, including DWP provision or suitable non-DWP provision, or in appropriate cases, to move directly into employment. Bids should include details of how the providers chosen delivery model offers the best value for money to DWP.
- 2.18 Providers must be able to prioritise and tailor their provision to meet the employment needs of the individual and prepare participants for larger-scale provision (DWP or non-DWP). This will include:
- Helping individuals take stock of their job search skills/ needs;
 - Job Search Skills and career guidance;
 - Helping individuals to look ahead to job search and doing the job, and advising on work solutions to facilitate effective performance;
 - Helping with identifying appropriate networks, charities, advocates, etc, to help meet specific employment needs;
 - Work-related independence skills e.g. mobility training, use of assistive technology, arranging work placements or work experience where appropriate;
 - Appropriate medical support throughout the programme, including both physical and mental health support, counselling and mentoring;
 - National coverage e.g. through multiple sites, links with local providers, or residential facilities;
 - Help to establish work solutions and providing advice on managing a disability in the workplace; and
 - Advice on engaging in the workplace
 - Help with identifying other related services/ interventions, as appropriate.
- 2.19 By the end of the provision, the participant will be able to satisfy the suitability criteria for referral to appropriate provision.
- 2.20 In circumstances where Providers are able to support customers into employment without the necessity for referral to further provision (DWP or non-DWP) then requirements set out in the end-to-end SES provision also apply.

Sensory Impairment

2.21 Sensory impairment providers will be expected to meet the specific support needs of people with visual or hearing impairments where the sensory impairment presents the key barrier to progress. For example: a customer who has recently acquired, or significant deterioration with a sensory impairment. Customers referred with a sensory disability may also have other conditions/disabilities requiring support. Providers will be expected to provide the support required for other disabilities customers may have.

Pan Disability

2.22 Pan-disability providers will be expected to meet the needs of all members of the customer group, including providing specialist support for people with sensory impairments and disability groups with the lowest employment rates in other disabilities and characteristics i.e. people with autism, mental health conditions, learning disabilities, or other hidden impairments.

2.23 In addition to demonstrating an ability to support all disabled customers, pan Disability providers are invited to provide evidence within their bids regarding any specific disability groups they offer particular specialist support in.

2.24 The Government is committed to enabling disabled people to fulfill their potential through the provision of specialist employment programmes for disabled people, but it is essential that we control costs by delivering value for money. Specialist Employability Support (SES) will be a voluntary provision.

Participant Group

2.25 This will be aimed The exact **eligibility criteria** will be set out in Provider Guidance but generally the customer group are those who are disabled as defined by the Equality Act, have (a) clear employment goal(s) and an expectation that they will find employment related to the employment goal, and cannot be helped by other provision. Customers must also meet **suitability criteria**, and prior to referral, all other provision must be considered as to whether it will meet their employment needs, including both DWP and non-DWP provision.

2.26 The main **eligibility criteria** will be that customers:

- Are not in employment
- Are 18 years old or over
- Are disabled as defined by the Equality Act 2010
- Have a disability or health condition that has a significant impact on their current employability. This could either be due to an existing condition, a recently acquired impairment, or a condition that has recently deteriorated.

- Have employment needs which cannot currently be met by other DWP or non-DWP provision but can be met by SES
- 2.27 The DWP will review the application for SES Start Back or SES (longer provision), including the available evidence from the DWP gateway process, to help them identify eligible customers. Customers for SES would be expected to be judged as 'likely to need intensive assistance' to find work.
- 2.28 **The target group of SES Start Back will be customers who currently feel unable to work, but after support to overcome specific employment needs within a defined short period of time, could be ready to move to other provision and/or work.** Such specific employment needs may include:
- Help with developing confidence (e.g. out of work for a year but actually does have some qualifications/experience)
 - Help with developing independence skills (e.g. unable to travel to work, but could learn with support)
 - Addressing and resolving non-disability-related employment needs that they are unable to address themselves as a result of their disability (e.g. housing issues, debt)
- 2.29 **The target group of SES will be customers who currently feel unable to work and whose employment needs are likely to take more than two months to resolve, so that they are currently prevented from utilising other provision or commencing work.** Such customers would be likely to experience a more complex employment situation and may need assistance with, for example:
- Developing employment experience (out of work for many years)
 - Developing a log of their employment strengths
 - Identifying appropriate work solutions
 - Resolving complex ongoing welfare/medical support needs
 - Resolving additional skills needs that cannot be resolved by other provision as a result of their disability
 - Work focused Individual Support Plans must be developed for each participant, and support must be offered to participants in line with their Individual Support Plans and job goals, with the aim of enabling people with disabilities that interacts with their employability.
- 2.30 Providers must ensure that for the duration the customer is with the provider, the support provided is appropriate to their needs which could include medical support and accommodation needs.
- 2.31 Providers must be able to offer services on a 52-week roll on/roll off basis.
- 2.32 Where appropriate the provider must offer work-focused support to each Participant that includes work experience and/or work placement activities during the Programme.

- 2.33 Providers must agree with Participants the support they will provide once they have commenced or returned to Employment. **See Annex 2 for CUSTOMER JOURNEY**
- 2.34 SES Providers will be paid within the financial thresholds set out. Where the provider identifies the need for additional support for the customer it is expected to secure any additional funding for additional support from other sources such as the Skills Funding Agency, local authorities or health providers.
- 2.35 If participants are on benefits when they commence SES, they will retain these benefits. Decision making in relation to benefit entitlement remains the responsibility of JCP.

SES Referrals

- 2.36 The DWP will refer eligible Participants by contacting the Provider and arranging a one-to-one, face-to-face initial engagement meeting. Providers must have a designated point of contact to field and manage phone calls to book these appointments.
- 2.37 The DWP will make the Participant referral which will create a referral in the Provider Referrals and Payment (PRaP) system.
- 2.38 The referral information sent as part of the referral will include:
- Full name (including title) and National Insurance Number;
 - Address and (where available) a contact telephone number;
 - Disability Type;
 - The customer signing arrangements and pattern of attendance;
 - If a Participant has informed JCP that they have a health condition;
 - notification if a customer has had an incident recorded whilst working with JCP or any other provider;
 - if the customer has childcare/caring requirements; and
 - Activities already undertaken and details of qualifications (where available).

NB: this list is not exhaustive and further details will be included in the Provider Guidance.

- 2.39 **Please Note:** The referral will not be available to the Provider in PRaP until the day following JCP referral. It should also be noted that while the vast majority of referrals will be made through PRaP, there may be a very small number of referrals made clerically, not through PRaP e.g. Special Customer Records (SCR) (further information regarding SCRs is available in Chapter 2 of DWP Generic Provider Guidance https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/278159/pg-chapter-2.pdf .

Provider Referrals and Payments (PRaP)

- 2.40 The PRaP system enables secure, automated exchanges of information about customers referred to providers, and payments from DWP to Prime Providers. All Welfare to Work contracted provision is supported by PRaP. Providers access PRaP securely through the Government Gateway.
- 2.41 The PRaP system also provides data about the cost and performance of Welfare to Work contracted provision, supporting contract and performance management.

Referrals and payment system

- 2.42 Providers will use the PRaP system to receive their referrals and to record Participant activity. When outcomes are entered into PRaP it will prompt the system to release a payment, subject to validation by DWP – see **Annex 5 – Evidence Requirements** for further information on making claims for payments).
- 2.43 Providers will therefore need to have met relevant security requirements when contracts go live. More information on the PRaP system can be found at:
<https://www.gov.uk/government/publications/Provider-referrals-and-payments-prap-system-for-dwp>
- 2.44 It should be noted that while the vast majority of referrals will be made through PRaP, there may be a very small number of referrals made clerically, not through PRaP. These are cases where JCP has granted the Participant 'Special Customer Record Status' due to certain personal circumstances (further information regarding SCRs is available at;
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/278159/pg-chapter-2.pdf).
- 2.45 Direct access to PRaP will be limited to Prime Providers/Contract Holders.

Initial Assessment and Induction

- 2.46 The Provider must undertake an initial assessment of each person referred to the Provider by a Jobcentre Plus adviser to assess their suitability for the Services they can offer and their potential to transition successfully onto other provision (DWP or non-DWP), or secure and sustain employment following the delivery of support.
- 2.47 Providers must start customers on provision within 20 working days of referral, and ensure that all Participants have a formal period of induction, during which time a formal assessment must be completed for each Participant.
- 2.48 Where Participants are referred for short term support, and the Provider, following assessment, can demonstrate the customer requires the longer term support, they can agree this with the central function. Equally, Participants referred for long term support can be transferred to short term support if the Provider can demonstrate this meets the needs of the Participant.

- 2.49 Where a Participant fails to attend their initial assessment meeting Providers must also update PRaP (within 2 working days of the failure to attend) detailing the Participant has failed to attend.

Individual Support Plan

- 2.50 An Individual Support Plan must be completed for each Participant when commencing the Programme (as set out in para 2.47).
- 2.51 The Individual Support Plan must be agreed between the Provider and the Participant.
- 2.52 The Individual Support Plan must clearly identify the Participants Employment or career objectives
- 2.53 All support included in the Individual Support Plan must be clearly linked to the Participants Employment or career objectives
- 2.54 Individual Support Plans must be regularly reviewed with the Participant, with regularity depending on the length of support.
- 2.55 In the case of short term support where the Participant transitions into further provision (DWP or non-DWP), a final version of the Individual Support Plan must be provided to the customer for the subsequent Provider as a warm handover.

Security

- 2.56 To access and use the system, you have to meet your responsibilities under the Data Protection Act to keep all DWP data securely and confidentially. Providers should be aware that system security monitoring is carried out

Actions

- 2.57 There are points within SES where Providers must ensure they update SES referrals on the Provider Referrals and Payments (PRaP) system.
- 2.58 DWP will use Management Information (MI) presented by PRaP for the ongoing management of the provision and for discussion with individual Provider

3. Performance and Payment Model

LOTS, including indicative budgets and volumes

3.01 For information regarding details of the Lots, including indicative volumes, budgets and competition parameters for the Lot please see **Annex 1**

Payment Model and arrangements

3.02 The payment model for this provision will be in line with other DWP employment programme placing an emphasis on the outcomes achieved for the individual rather than the offer provided. The funding model has a number of key principles: will have two separate provisions to ensure customers receive the right level of support. This will be the same in each contract (4 pan-disability and 1 for each of Visual Impairment and Hearing Impairment customers) and it will be required for providers to support both types of customers.

3.03 All types of support will have the same structure, but we recognise the higher costs of supporting Hearing Impaired (HI) and Visually Impaired (VI) customers by applying an uplift to the prices paid.

3.04 We are applying Departmental best practice in letting contracts of this nature in terms of: funding structure; outcome definitions; and the performance regime.

3.05 There is ring fenced funding for each contract and for the term of the contract, controlled by volumes, as outlined below:

Lot 1 : Sensory Impairment, Visual	1 contract for £3.0m
Lot 2: Sensory Impairment, Hearing	1 contract for £1.6m
Lot 3 : Pan Disability	4 contracts for £3.85m*

*£3.85m reflects the total amount per pan-disability contract for the 2 year term of the contract

3.06 This is based on volumes for the 2 year contracts of:

Customer Group	SES Start Back	SES
Visually Impaired	100	200
Hearing Impaired	60	100
Pan Disability	1040*	1900*
TOTAL	1200	2200

*Volumes for Pan Disability Customer Group will be equally divided between the four Pan Disability contracts

- 3.07 **The Authority reserves the right to increase the volume of Referrals made under this Contract** to cater for increased volumes of referrals as a result of such factors as increased demand, performance, customer preference or the early termination of one or more of the Contracts. **Any such increase will not exceed £1.925m per annum as** stated in the OJEU Notice.
- 3.08 There are minimum performance levels expected of providers in the contract, as outlined in **Annex 3**. Providers are encouraged to demonstrate potential performance above this level and this will be captured in the qualitative evaluation process.
- 3.09 Bidders will be required to compete on price as well as quality for the provision contracts. The successful bidders will then be paid as follows:
- **A service fee** which will be paid monthly in arrears. The service fee will equate to 50% of the successful bidder's contract price and is intended to provide a degree of certainty in meeting fixed costs associated with delivery of the service.
 - On achievement of **Job outcomes**. Payments will be made on a unit price basis, and will represent 25% of the successful bidder's contract price. (See below for the definition of a job outcome).
 - On achievement of **Sustained job outcomes**. Payments will be made on a unit price basis, and will represent 25% of the successful bidder's contract price. (See below for the definition of a sustained job outcome).

Service Fee

- 3.10 Due to the relatively high percentage of the service fee payments, it may also be appropriate to consider the level of service fee payments should successful bidders not then deliver on the number of places offered in their bid.

Job Outcomes/Sustained Job Outcomes

- 3.11 It will be the responsibility of suppliers to report achievement of job outcomes/ sustained job outcomes to DWP and therefore initiate the claim for payment.
- 3.12 Before doing so, suppliers will need to satisfy themselves that their outcomes meet the standard definitions outlined below and that they have the appropriate evidence to support their claim.

Performance

- 3.13 We are keen to ensure that SES provision is appropriate to the customers referred and makes an impact on the employment prospects of disabled people with particularly high barriers to work. To support the policy intent for SES it is important that each customer receives a tailored, work-focused package of support. To deliver this quality and safe service, provider performance will be assessed against a minimum performance levels and minimum delivery standards which are outlined in **Annex 3**.

- 3.14 Additionally, we are keen to ensure that SES delivers value for money to DWP. Providers will be expected to deliver outcomes for the minimum possible unit cost within the funding envelope for each customer that will be reviewed regularly throughout the contract.
- 3.15 Performance will be managed by customer cohort profile, tracking all individuals that start within a given period and the corresponding level of outcomes (% of starts).
- 3.16 Provider bids and performance will be robustly monitored against a profiled cohort in line with all recent procurements. The contract will:
- include start conversion rates for each outcomes and profiles for the time distribution between starts and outcomes being achieved.
 - include robust commercial levers to withdraw from a contract (with cover in the contracts to increase the value of the other contracts to compensate
 - include a clause where the provider whose contract we cancel has to pay reasonable costs for the replacement of their contract and/or for transferring their stock of claimants to other providers.

Minimum Performance Levels

Job Outcomes

- 3.17 For both types of provision the Job Outcomes can be paid where the job meets the short or sustained job outcome definitions and starts during the allotted time with a provider or where a tracking period applies.
- 3.18 **“Short Job Outcome”** means continuous employment or self-employment which:
- a. the Participant enters with or without the support of the Prime Contractor or one of its Sub-contractors;
 - b. requires at least 16 hours of work per week;
 - c. has lasted 13 weeks or more with no breaks in employment (or, in the case of a self-employed Participant, they are expected to trade independently for at least 13 weeks, as defined in Provider Guidance (and specifically Part 6 of the Authority’s published generic provider guidance) ; and
 - d. started prior to the Participant leaving the Provision or within the Tracking Period.
- 3.19 **“Sustained Job Outcome”** means continuous employment or self-employment (independent trading) which:
- a. started whilst the Participant is on the [Provision][Services], or after the Participant left the [Provision][Services] and began unsupported work within the Tracking Period;
 - b. continues without the support of the Prime Contractor or its Sub-contractors;
 - c. has lasted for at least 26 weeks out of 30, starting from the date that Specialist Employability support is withdrawn (i.e. when the Participant leaves the [Provision][Services]);

- d. requires at least 16 hours of work per week; and
- e. includes breaks in employment totalling no more than 4 weeks.

- Short Job Outcome Payment” means the fee payable by the Contracting Authority when an individual has started a job and signed off benefits, or a change of circumstances has been notified where the claimant is on Universal Credit.
- Sustained Job Outcome Payment” means the fee payable by the Contracting Authority when an individual has been in employment and off benefit or, if claiming Universal Credit, reported a change of circumstances for 26 weeks.

3.20 If you are selected to proceed to contract, your proposal and other elements of the tender documentation will form part of the contract.

3.21 The performance information you provide in your tender on your;

- 1) profiled number of starts;
- 2) the percentage of these starts that will achieve an outcome; and
- 3) the profile for the length of time between participants starting the programme and achieving outcomes

will form part of the contract in the form of Minimum Performance Levels as described in Appendix A of Schedule 3 to the Contract and DWP will have the right to exercise its remedies under the Contract if these Minimum Performance Levels are not met.

3.22 It is therefore essential to set a realistic percentage of starts that will achieve an outcome and a realistic profile for the length of time between participants starting the programme and achieving outcomes.

3.23 Your performance will be monitored and managed against your actual starts, the percentage of these starts that will achieve an outcome and your profile for the length of time between participants starting the programme and achieving outcome. This will be based on the Minimum Performance Levels set out in Annex 3 of the Specification, as those are amended by the offer submitted as part of your tender. Your performance offer will form part of Appendix A of Schedule 3 of the final version of the contract at contract award.

3.24 For the SES (end to end) providers can only claim payments for the support they have provided that has resulted direct entry into a job. However those customers that have been supported into work through SES Start Back can claim a payment either because of direct job entry or if a customer has been supported through another provision. However this can only be the provision entered immediately after the completion of this support.

Job Outcome Tracking period

- 3.25 Job Outcomes for SES can be claimed where the start date of employment (that meets the SES Short Job Outcome measure definition) falls within 6 weeks of the end date of SES provision. A claim can also be made for any Sustained Job Outcome which follows from the initial Short Job Outcome whose start date fell in the 6 week tracking period and meets SES Sustained Job Outcome measure definition. Where customers are supported through SES end to end provision but are not successful in achieving employment, and then moves onto other provision and subsequently finds employment, providers will not be allowed to claim Job Outcomes following the further provision.
- 3.26 The 6 weeks tracking for SES Start Back (SESSB) is from SESSB provision end date to further provision start date. Job outcomes can be claimed where the start date of employment that meets the SES Short Job Outcome measure definition falls within 71 weeks from SESSB provision end date (the SESSB JO tracking period). A claim can also be made for any Sustained Job Outcome which follows from the initial Short Job Outcome whose start date fell within the 71 week tracking period and meets SES Sustained Job Outcome measure definition.

* Provider – Where an organisation is delivering under more than one contract each contract is treated as a separate provider for the payment of job outcomes.

Validation

- 3.27 Providers will be required to hold adequate information to support claims for fees. *For further information regarding evidence requirements please see **Annex 5– Evidence Requirements.***
- 3.28 DWP (or its representative) will validate payments on a regular basis by conducting a series of pre and post payment checks.
- For further information please see **Annex 4 – Additional Information.***

Payments to providers

- 3.29 All payments will be made via the Provider Referral and Payment system (PRaP). Please note that DWP can only make direct payments to UK and NI bank accounts.

4. Additional Information and Delivery Standards

4.01 This section provides additional information Providers may wish to consider when setting out their bid, and expected delivery standards.

Partnership Working

Working with Government, SFA, health, local authorities, voluntary sector

4.02 As part of the delivery providers will be expected to work with and acquire funding if required from social services, healthcare providers, local authorities and the Skills Funding Agency in order to offer customers appropriate non-employment related provision.

Business Continuity

4.03 As part of the contract start up, Providers will be asked to supply details of how business continuity arrangements will be implemented and how these requirements will be covered. We expect Providers to:

- provide robust Business Continuity Plans and Disaster Recovery Arrangements for all services;
- provide DWP with sufficient evidence to demonstrate these are in place;
- regularly test all contingency arrangements, providing relevant evidence and outcomes of tests to DWP via Account Managers; and
- Immediately notify DWP in the event of a business continuity incident or a significant disaster.

Participant feedback and complaints handling

4.04 Providers must have an appropriate complaints process across the whole supply chain to attempt to resolve customers' complaints. Where complaints cannot be resolved, a customer can complain direct to the Independent Case Examiner (ICE). ICE will mediate between the Prime Provider and customer to attempt to broker a resolution.

4.05 If a resolution cannot be agreed between either party, ICE will undertake a full investigation of the complaint. If the complaint is upheld at this stage, in part or in full, then the Provider will be charged a fee of £5,000 and will also be liable for any financial redress recommended by ICE. In the event that the complaint against the Prime Contractor or Sub-contractor is dismissed, no fee shall be payable. Any fees in respect of complaints that have been upheld against the Prime Contractor or the Sub-contractor and any financial redress due to the customer shall be paid within four (4) weeks of the date of the ICE final investigation report.

4.06 Further information regarding complaint resolution can be found at:
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/261107/core-briefing-pack-for-Providers-complaints-resolution.pdf

Data Storage and Security

- 4.07 Providers will be required to comply with overall DWP data storage and data movement requirements. These obligations are included in the standard T&Cs and will be made available to a Provider's planning and IT departments. More information can be found at: <http://www.dwp.gov.uk/docs/dwp-model-tc-national-w2w.pdf> and <http://www.dwp.gov.uk/docs/prap-tandc.pdf>. **Annex X outlines data protections and security requirements.**

Legal Requirements and Minimum Standard

- 4.08 Providers must ensure they remain compliant with current and future changes in the law, supporting the Secretary of State in meeting all obligations under the relevant legislation and principal regulations as set out in the Terms and Conditions, and fraud prevention covered in the contract at Clause A8.
- 4.09 Additionally, Providers will need to have met the minimum standards for equality, diversity and equal opportunities including training and diversity plans throughout the supply chain.

Code of Conduct and Merlin Standard

- 4.10 Providers must ensure that all sub-contractual relationships adhere to the DWP Code of Conduct and they attain the Merlin Standard. Providers will be assessed against the Merlin Standard by a third party organisation within a year of contract award. For further information on the Merlin Standard, please see <http://www.dwp.gov.uk/docs/sub-contracting-merlin-guidance.pdf>

Provider Charter

- 4.11 The Provider Charter outlines how DWP expects to build strong Provider relationships in order to deliver joint objectives, including what Providers can expect from DWP and what DWP expects from Providers. Please see: www.dwp.gov.uk/docs/dwp-Provider-charter.pdf

5. QUALITY, EVALUATION, CATEGORY AND PERFORMANCE MANAGEMENT

- 5.01 This section provides a summary of the information requirements to meet contractual obligations relating to quality, evaluation, performance and contract management. Further details will be set out in Provider Guidance.
- 5.02 DWP is committed to raising the standards of its contracted provision making continuous improvement an integral part of its contracting arrangements.

INITIAL ASSESSMENT AND INDUCTION

- 5.03. The Provider must undertake an initial assessment of each person referred to the Provider by a Jobcentre Plus adviser to assess their suitability for the Services they can offer and their potential to secure and sustain employment following the delivery of support.
- 5.04. Providers must not register any Participants who they judge will be unable to complete the programme by end of contract period.
- 5.05. Providers must start customers on provision within 20 working days of referral, and ensure that all Participants have a formal period of induction, during which time a formal assessment must be completed for each Participant.

INDIVIDUAL SUPPORT PLAN

- 5.06. An Individual Support Plan must be completed for each Participant when commencing the Programme (as set out in para 5.05).
- 5.07. The Individual Support Plan must be agreed between the Provider and the Participant.
- 5.08. The Individual Support Plan must clearly identify the Participants Employment or career objectives
- 5.09. Any Qualifications included in the Support Plan must be clearly linked to the Participants Employment or career objectives
- 5.10. Individual Support Plans must be regularly reviewed with the Participant. Initially within the first six weeks of support, and at least every eight weeks thereafter.

Performance Management and Category Management

- 5.11 The SES contracts will be managed by Category Managers and Performance Managers. Provider performance is based on an assessment of performance priority which considers a range of factors including contract value, compliance with the contract, performance and security.

- 5.12 SES Providers will be responsible for managing the contract and their sub-contractors, including addressing poor performance. The Provider will need to ensure that all systems and processes used for the monitoring and recording of performance are robust, provide a clear audit trail of evidence, and give confidence to DWP that the Provider and its supply chain are delivering the Programme in accordance with the Provider's overall contractual obligations.
- 5.13 The Provider must appoint appropriate named contacts who will work with the DWP Category Manager and Performance Managers to ensure that the SES is delivered as specified in the contract and that required standards and performance levels are met.
- 5.14 The performance regime and expectations will be agreed as part of the contract agreement and initial discussions with your DWP performance manager. There will be expectations that the provider bids and performance to be monitored against a profiled cohort and in line with other DWP programmes a robust process in place to support performance improvement as required.

Performance and Performance Information

- 5.15 Providers may be invited to discuss their performance regularly Contract Performance Review meetings (CPR) which will focus on achieving contractual performance and service delivery in line with the contract. Staff representing JCP districts may also attend these meetings,
- 5.16 DWP will use MI presented by PRaP for the ongoing management of the provision and for discussion with individual Providers.
- 5.17 As DWP is committed to transparency on how its programmes are working, Providers need to be aware that MI may also feed into published Official Statistics and other official publications on SES. 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 performance expectations at Provider level. Additionally, performance data of all 6 providers may be shared with all providers. This may take the form of league tables.

Performance Improvement

- 5.18 If there is a Service Failure, the Provider shall:
- a. take all reasonable steps to notify the Authority immediately of the Service Failure (and in any event as soon as the Provider becomes aware that the Service Failure has occurred);
 - b. provide the Authority with a Performance Improvement Plan in accordance with the Performance Improvement Process
 - c. deploy all additional resources and take all remedial action that is necessary to rectify or to prevent the Service Failure from recurring; and

- d. carry out the actions identified in Performance Improvement Plan in accordance with its terms.

Contracted Employment Programmes (CEP) Provider Assurance Team

- 5.19 The primary purpose of the CEP Provider Assurance Team is to provide the DWP Contracted Participant Services Director with an assurance that:
- Payments to contracted employment provision Providers are in accordance with DWP and Treasury requirements;
 - Public funds and DWP data are protected; and
 - Value for money has been obtained.
- 5.20 This work is carried out by reviewing Providers' internal control systems to assess their ability to manage risk across four key areas:
- **Governance Arrangements** – covering the Provider's governance arrangements, systems for tracking and reporting performance and their anti-fraud measures;
 - **Service Delivery** – includes the Provider's systems for starting, ending and moving Participants through provision and generally looks to ensure that DWP is getting the service it is paying for. This section also covers management of sub-contractors;
 - **Financial Procedures** – looks to ensure that Providers have in place effective systems to support their claims for payment, including appropriate segregation of duties; and,
 - **Data Security** – looks to ensure that Providers have in place adequate systems to safeguard DWP data whilst it is being stored and/or transmitted around their organisations.
- 5.21 The Provider Assurance Team operate at a national level enabling them to present SES Providers operating across regions with a single view of the effectiveness of their systems – each Provider will have a Senior Provider Assurance Manager and therefore a single point of contact within DWP for management of assurance related issues/concerns.
- 5.22 On completion of each review, Providers are 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.
- 5.23 The rating awarded will determine the timescale for subsequent visits and this ranges from within 3 months, where the assurance level is weak up to 12-18 months where the assurance level is strong.

5.24 Findings from each review are routinely reported to the relevant contract manager/Category Manager and other DWP stakeholders but specific action is also taken in the following circumstances:

- Where a Provider fails to improve on a weak or limited assurance level, the Category Manager will take remedial action which may lead to breach activities if the Provider fails to improve.
- Where there are suspicions that a Provider (or employee, sub-contractor, volunteer mentor etc.) may be acting inappropriately the team will refer to Internal Investigations as the experts trained in the legalities and techniques required to undertake formal investigations.
- Where there are serious concerns around data security these are reported through the respective channels to colleagues in Supply Chain Information Assurance Team.
- Where Assurance Team reports identify issues, risks etc. then DWP expect these to be resolved within the timescales set out and agreed in the report.

5.25 The results of any investigations carried out by these teams are subsequently fed back to the Provider Assurance Team and this information in turn used to inform future reviews and target specific areas for testing.

5.26 The Provider Assurance Team will work with successful Providers, particularly those new to DWP business, 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 when SES goes live.

Quality

5.27 Our expectation is that Providers will invest in and be active in their own improvement and development through a process of continuous self-assessment and action planning. This process will eventually be reviewed as part of the provider assurance process.

Programme Evaluation

5.28 Evaluation of the programme will seek to determine the success of the provision. DWP will analyse MI and conduct qualitative research with JCP/DWP staff, customers and Providers to build up a picture of the support delivered. Researchers will wish to visit and interview Providers as part of the evaluation. Providers will be contacted in advance of any fieldwork. Providers are expected to fully co-operate with SES evaluation activity commissioned by DWP.

5.29 It is intended that the evaluation will be delivered by DWP to assess the impact of the provision on the customer group reviewing the value for money of the support, added value to the customer and how this supports the DWP employment support strategy.

5.30 To support the evaluation and performance management process providers will be expected to comply with requests for agreed Management Information and work with the department to understand what works in support this customer group. The full programme of evaluation will be agreed in conjunction with the providers but expected to include demonstrating:

- Customer progression
- links with other organisations
- accessing other funding streams

Annex 1

CONTRACT PACKAGES, INDICATIVE VOLUMES AND BUDGETS

A1.01 Contracts for Specialist Employment Support will have three separate Lots

- Lot 1: Sensory Impairment, Visual
- Lot 2: Sensor Impairment, Hearing
- Lot 3: Pan Disability

DWP will award six contracts for Specialist Employability Support. There will be one contract awarded to each of the Sensory Impairment Lots and four to the Pan Disability Lot. All Contracts will be required to deliver nationally in England, Scotland and Wales, excluding Northern Ireland.

Whilst bidders are able to bid to supply services in one or more of these Lots, only one contract across all lots will be awarded to a successful bidder

Contract Packages aligned with the Lot's are listed below:

Table 1

Lot	Contract Package Area	No. of Contracts per Lot
Lot 1: Sensory Impairment, Visual	National*	1
Lot 2: Sensory Impairment, Hearing	National*	1
Lot 3: Pan Disability	National*	4

*National to mean England, Scotland and Wales, excluding Northern Ireland.

Indicative Volumes and Contract Values

A1.02 We set out below in table 1 the budget and indicative volumes by Lot.

A1.03 There is ring fenced funding for each contract and for the term of the contract, controlled by volumes, as outlined below:

:

Lot 1 : Sensory Impairment, Visual	1 contract for £3.0m
Lot 2: Sensory Impairment, Hearing	1 contract for £1.6m
Lot 3 : Pan Disability	4 contracts for £3.85m*

*£3.85m reflects the total amount per pan-disability contract for the 2 year term of the contract

A1.04 This is based on volumes for the 2-year contracts of:

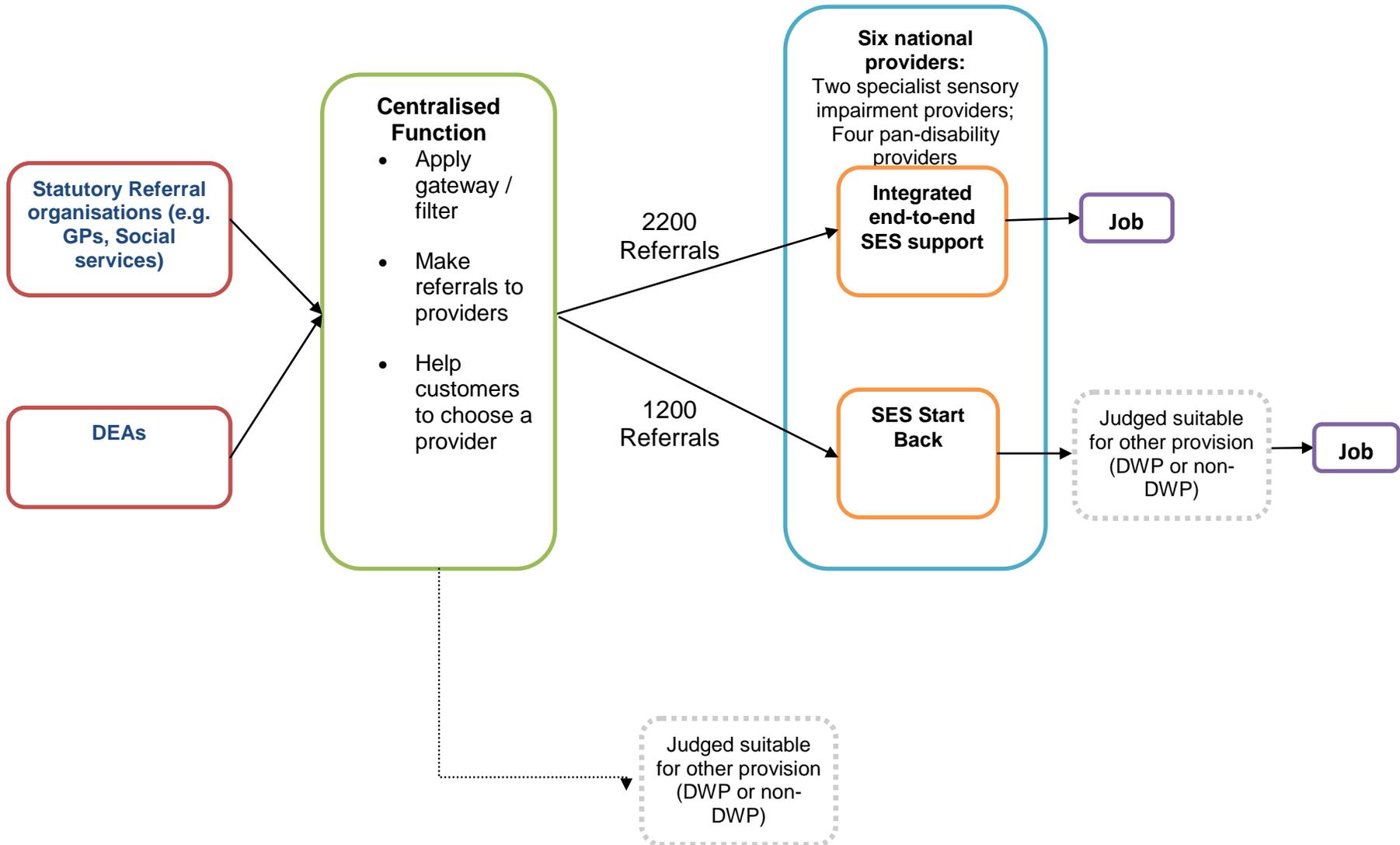
Customer Group	SES Start Back	SES
Visually Impaired	100	200
Hearing Impaired	60	100
Pan Disability	1040*	1900*
TOTAL	1200	2200

*Volumes for Pan Disability Customer Group will be equally divided between the four Pan Disability contracts

A1.03 Set out above, is the maximum budget and indicative volumes by CPA. Providers should note

- That DWP does not guarantee volumes and with bids exceeding this level will be excluded from the competition.
- That Performance will be managed by Customer Cohort profiles as outlined.

ANNEX 2 CUSTOMER JOURNEY



Annex 3

SERVICE DELIVERY STANDARDS

- A3.01 The success of SES will be measured against a series of delivery standards to ensure that the Policy intent of the programme is delivered.
- A3.02 Delivery against respective responsibilities will be monitored on a monthly basis through a combination of existing performance management practices, Contract Performance Reviews and a range of service delivery standards.

Minimum Performance Levels

- A3.03 Once the contract has gone live, Providers will be required to deliver the following targets for both the **Pan Disability and Sensory Disability**. We expect **at least 30%** of starting participants will get into work (within 6 weeks of leaving the programme) that lasts for 13 weeks, and of the starts **we expect 18% to move into sustained work**, defined at least 16 hours per week that lasts for 26 out of 30 weeks.
- A3.04 If you are selected to proceed to contract, your proposal and other elements of the tender documentation will form part of the contract.
- A3.05 The performance information you provide in your tender on your;
- profiled number of starts;
 - the percentage of these starts that will achieve an outcome; and
 - the profile for the length of time between participants starting the programme and achieving outcomes

will form part of the contract in the form of Minimum Performance Levels as described in Appendix A of Schedule 3 to the Contract and DWP will have the right to exercise its remedies under the Contract if these Minimum Performance Levels are not met.

- A3.06 It is therefore essential to set a realistic percentage of starts that will achieve an outcome and a realistic profile for the length of time between participants starting the programme and achieving outcomes.
- A3.07 Your performance will be monitored and managed against your actual starts, the percentage of these starts that will achieve an outcome and your profile for the length of time between participants starting the programme and achieving outcome. This will be based on the Minimum Performance Levels, as those are amended by the offer submitted as part of your tender. Your performance offer will form part of Appendix A of Schedule 3 of the final version of the contract at contract award.

Completion

A3.08 Completion will be measured:

- a) by readiness for mainstream or supported employment programmes (in the case of short intensive provision) or
- b) by readiness for work (for end-to-end provision)

A3.09 Once the contract has gone live, Providers will be required to deliver the following targets:

Minimum Service Levels

A3.10 Providers are expected to actively manage the provision to ensure appropriate action takes place. These actions are:

- the customer starts and completes provision; or
- Providers ensuring that a participant attends an initial engagement meeting, and that a support plan is agreed following assessment.
- Providers recording a start in PRaP within 20 working days of the SES referral.
- Providers ensuring they undertake required PRaP actions within required timescales.
- Providers ensuring that the provision environment is conducive with achieving the desired outcomes for the claimant and providers must ensure minimum Health & Safety standards, as laid down in legislation, are met at all times.

Assurance Processes

A3.11 It is essential that we can provide assurance to the taxpayer that publicly funded provision is delivering a quality service and value for money has been obtained. This will be measured using the following methods (this list is not exhaustive):

- a) provider representation at local performance meetings as agreed with DWP at post-tender negotiations;
- b) provider procedures to handle Participant complaints, which must be available to DWP and ICE upon request;
- c) Providers' annual self-assessment report (further information regarding self-assessment is available in DWP Generic Provider Guidance at; https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/260425/pg-chapter-7.pdf ;
- d) Performance management process as outlined in section XX of this document;
- e) Payment Validation;

f) Audit by DWP, NAO.

Please Note: The methods detailed above are in addition to the activities carried out by the Provider Assurance Team, detailed in **Section 5** - Quality, Evaluation, Account and Performance Management.

Annex 4

ADDITIONAL INFORMATION

Charges on Participants

- A4.01 The Prime Contractor, or its agents and Sub-contractors, shall not levy any charge on Participants in respect of goods or services provided under this Contract except as expressly permitted in advance and in writing by the Authority.
- A4.02 Therefore, any and all costs to support a customer should be included in the tender price and no additional costs will be paid by DWP.

Travel Expenses

- A4.03 Participants should not be worse off by virtue of attending Specialist Employability Support. Providers are responsible for travel and additional support costs while the customer is on SES. The following paragraphs provide the guidelines used by JCP when determining financial support in these areas.

Safeguarding Vulnerable Groups

- A4.04 Providers must comply with legislation in The Safeguarding Vulnerable Groups Act 2006 (Disclosure and Barring Service for England and Wales), The Safeguarding Vulnerable Groups Order (Northern Ireland) 2007 and Protecting Vulnerable Groups Act 2007 (PVG Scotland).
- A4.05 You must also comply with the legislation in the Multi Agency Public Protection Arrangements (MAPPA) England and Wales and MAPPA Scotland.

Childcare

- A4.06 Childcare for attendance should only be funded for time on the placement and attendance at any Engagement Activity if deemed appropriate. Child care must be provided by:
- carers registered with Ofsted (Office for Standards in Education), the Scottish Commission for the Regulation of Care or Welsh equivalent;
 - a carer accredited under the Childcare Approval Scheme, run on school premises out of school hours or as an out of hours club by a Local Authority; or
 - schools or establishments exempted from registration under the Children's Act 1989 or operated on Crown property.
- A4.07 The parent can make alternative arrangements. However, payment cannot be authorised unless the arrangements are in one of the above categories.

- A4.08 The child/children must satisfy the age requirement (in paragraph 5.06) and be a dependant of and residing with the customer.
- A4.09 Jobcentre Plus currently sets its costs for childcare up to the Tax Credit limits. Providers should consider the following limits when developing and pricing their proposals:
- help with childcare costs can be paid up to, but not including, the first Tuesday in the September following the child's 15th birthday;
 - parents requiring childcare for five days a week can claim up to a maximum of £175 per week for one child and £300 per week for two or more children;
 - if the customer is attending an approved activity of less than five days a week, they can claim up to the maximum daily rates of £35 per day for one child and £60 per day for two or more children.
- A4.10 Providers must not recommend particular childcare facilities to customers. This is to ensure that DWP/Jobcentre Plus and/or the Provider do not take on the liability for the safety of children. It is the parents' responsibility to decide with whom they entrust the care of their children.
- A4.11 Providers may choose to arrange for a crèche facility to be on their premises. However, they must ensure it is the parents' choice whether their child uses the facility. Providers should also ensure that any crèche facilities adhere to current legislation.

Additional Support

- A4.12 Additional support is defined as any support that allows a customer who needs extra help to attend and participate fully in provision (e.g. clothing and specialist equipment). Providers must, as part of their obligations under the duties in the Equality Act 2010 take the necessary steps to obtain and provide special aids or services that might be needed for participation. Providers must include these costs within the financial part of their proposal.

Partnerships

- A4.13 Providers are encouraged to work with local partners to ensure that their proposals reflect the specific needs of customers in each CPA/Lot and take into account local strategies and services. Providers should aim to improve performance and customer service across the piece, reduce duplication wherever possible and improving the holistic use of public funds in a locality/area.
- A4.14 Local Partners may include, but are not limited to:
- DWP/JCP;
 - Regional ESF partners;
 - Employers;
 - Local Authorities;

- Local Health Services;
- SFA (Business, Innovation & Skills (BIS))
- Voluntary and Community sector and specialist organisations;
- Statutory partners named in the Child Poverty Act; and
- Sub-Regional Partnerships, including Multi Area Agreement, City Strategy, City Region and emerging Local Enterprise Partnerships.

Data Protection

- A4.15 In order to protect Departmental information appropriately, Providers must put in to effect and maintain the security measures and safeguards appropriate to the nature and use of the information throughout their supply chain. All Providers of services to the Department for Work and Pensions must comply, and be able to demonstrate compliance, with the Department's relevant policies and standards including the DWP Information Systems Security Standards. The Standards are based on and follow the same format as International Standard 27001, but with specific reference to the Department's use. Departmental information must not be processed outside the United Kingdom without the express written permission of DWP in line with the DWP Security Policy For Contractors and DWP call off T&C's.
- A4.16 Security assurance for Providers and their supply chain is through completing a security plan. Providers submitted their draft security plans as part of the Framework competition and were expected to maintain this. This set out the security measures to be implemented and maintained by the prime Provider throughout the entire supply chain in relation to all aspects of the service, including processes associated with delivery. Providers must send an updated Outline Security Plan as part of their bid for SES by completing and returning the template. Further information is available in the Instructions to Bidders.
- A4.17 Data security is one of the areas risk assessed by the CEP Provider Assurance Team (PAT). In addition data security will remain subject to spot checks by the Supply Chain Information Assurance Team (SCIAT). Furthermore, the Head of Compliance will continue to regularly report the number and outcomes of data security checks carried out during the previous quarter to the DWP Permanent Secretary.
- A4.18 In the event of any breach of information security resulting in an investigation by the Information Commissioner's Office (ICO), DWP will consider whether a major breach of contract has occurred within the T&Cs of the contract. Providers will be responsible for paying any fine levied on DWP following an investigation by the ICO.

Legislation and Principal Regulations

- A4.19 Providers must ensure that they remain compliant with current and future changes in the law and DWP Policy. For example:
- Ensuring the SES supports the DWP's Public Sector Equality Duty as outlined in the Equality Act 2010,
 - Providing appropriate services to ensure compatibility with the Equalities Act for example, to enable communication with Participants who do not speak English as a first language or who are deaf, hearing impaired or have a speech impediment;
 - Where the Provider is operating in an area with a high minority ethnic population, materials in the appropriate ethnic minority language must be made available on request.

Making claims for payment

- A4.20 Before submitting any claim, Providers will need to assure themselves that they only submit claims for payment to which they are entitled. Providers will be expected to make a declaration to this effect.
- A4.21 To do this, Providers will be expected to maintain a robust system of internal control which must include appropriate checks, monitoring arrangements and adequate records to demonstrate that they are entitled to make the claim.
- A4.22 The records maintained need to be sufficient not only to support any claims but also to allow internal management checks and independent validation, for example by DWP and other external bodies. The records maintained should document how and when the self-employment information was obtained and be made available to test by DWP and other external bodies.

Outcome fees

- A4.23 DWP will validate outcome payments on a regular basis by conducting a series of pre-payment and/or post payment checks. These checks will be performed at the optimum time to allow DWP systems to be updated. Further details will be provided in SES Provider guidance.
- A4.24 Identification of an error or over-claim will result in DWP recovering payments, including through the extrapolation of error rates across the total population of paid claims from which any sample is drawn. The error rate will include a proportion of payments/claims which DWP has been unable to conclusively validate or invalidate. Such 'unable to validate' claims will be apportioned in line with the claims that have passed or failed validation. DWP will recover monies in line with the adjusted error rate. In order to perform this adjustment a statistically valid sample will be used that is representative across the total paid claim population.

Annex 5

EVIDENCE REQUIREMENTS

- A5.1 Evidence that can support delivery of the provision as specified within this document must be kept by the Provider.
- A5.2 Providers in CPAs/Lots must keep key documentation about the delivery of provision. It is the Prime Provider's responsibility to ensure that documents and data can be relied on. The Provider must have robust systems in place to ensure that documentation (paper or electronic) is securely held and are easily accessible.
- A5.3 **Please Note:** DWP and The National Archives recommend that electronically held data is migrated onto new formats every 5 years to ensure the data remains readable and usable.

MANAGEMENT INFORMATION REQUIREMENTS

Providers will be expected to report each month on a range of information as will be agreed by the contract. The following as a minimum for **Management Information purposes for each individual starting the programme:**

- Customer progression
- links with other organisations
- accessing other funding streams

DWP will obtain the following information for each individual starting the programme from PRaP:

- Number of Referrals
 - Number of Starts
 - Number of Trading starts
 - Number of Participants trading for 26 weeks
- NB - DWP reserve the right to use Management Information to produce and publish performance information, tables, etc as appropriate

Annex 6

SOURCES OF ADDITIONAL INFORMATION

Further background information can be found in the following:

- Census Output Area Data on Workless Benefit Customers: http://campaigns.dwp.gov.uk/asd/asd1/tabtools/census_output_area_data/index.php?page=census_output_area_data
- Corporate Publications: <http://www.dwp.gov.uk/resourcecentre/corporate-publications.asp>
- Data Protection Act 1998, Chapter 29: http://www.opsi.gov.uk/acts/acts1998/ukpga_19980029_en_1
- Development of a Customer Experience Metric for Contracted Employment Provision: <http://research.dwp.gov.uk/asd/asd5/rports2009-2010/rrep655.pdf>
- Disability Equality Duty (DED): <http://www.dotheduty.org/>
- DWP Information Directorate Statistical Tab Tool: <http://research.dwp.gov.uk/asd/index.php?page=tabtool>
- DWP Policy Publications: <http://www.dwp.gov.uk/resourcecentre/policy-publications.asp>
- DWP Provider Guidance: http://www.dwp.gov.uk/supplyingdwp/what_we_buy/Provider_guidance.asp
- DWP Structural Reform Plan: <http://www.dwp.gov.uk/publications/corporate-publications/structural-reform-plan.shtml>
- Employability in Scotland: http://www.employabilityinScotland.com/workforceplus_3.aspx
- Employer Helpdesk: 01256 846414 and email: employerhelpdesk@cabinet-office.x.gsi.gov.uk
- Employment and Support Allowance – Help if you are ill or disabled: <http://www.direct.gov.uk/en/DisabledPeople/FinancialSupport/esa/index.htm>
- Employment protection during business transfers and takeovers: http://www.direct.gov.uk/en/Employment/Employees/BusinessTransfersandtakeovers/DG_10026691
- Employment, Retention and Advancement: http://www.psi.org.uk/research/project.asp?project_id=134
- Independent Safeguarding Authority: <http://www.isa.gov.org.uk/>
- Information on Civil Service Pensions: <http://www.civilservice-pensions.gov.uk/Menu.asp>
- JSA – Help while you look for work: <http://www.direct.gov.uk/en/Employment/Jobseekers/index.htm>
- JSA Regulations 1996: http://www.opsi.gov.uk/SI/si1996/Uksi_19960207_en_1.htm
- Merlin Standard: <http://www.dwp.gov.uk/docs/merlin-standard.pdf>
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- Office of public sector information - UK legislation:
<http://www.opsi.gov.uk/legislation/uk.htm>
- Office for National Statistics at www.statistics.gov.uk or www.ons.gov.uk
- Race Relations Amendment Act (2000):
http://www.opsi.gov.uk/acts/acts2000/ukpga_20000034_en_1
- The Law Relating to Social Security:
<http://www.dwp.gov.uk/advisers/docs/lawvols/bluevol/>
- The Scottish Parliament: <http://www.scotland.gov.uk/>
- Staff Transfers in the Public Sector Statement of Practice, Annex A: http://www.hm-treasury.gov.uk/media/D/C/staff_transfers_145.pdf
- Welsh Assembly Government :
<http://new.wales.gov.uk/?jsessionid=V8tgMTPQ4dYTv1ST4m2PypxVDYzqPMym70LG1cByqwrn9GGV6pQ!-1351106478?lang=en>
- Welsh Language Act 1993:
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Annex 7

LIST OF ABBREVIATIONS

CEPD	Contracted Employment Provision Division
DWP	Department for Work and Pensions
EU	European Union
GB	Great Britain
ICO	Information Commissioner's Office
ItT	Invitation to Tender
MI	Management Information
PAT	Provider Assurance Team
PEM	Provider Engagement Meetings
PIF	Performance Improvement Framework
PRaP	Provider Referral and Payment system
SES	Specialist Employability Support
SCIAT	Supply Chain Information Assurance Team
T&Cs	Terms & Conditions
UK	United Kingdom
WP	Work Programme