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NOMS Co-Financing Organisation (CFO) provision for the European Social Fund (ESF) 2014-2020 Operational Programme (Round 3) (3671-1-Reducing Reoffending-SE-RF1)



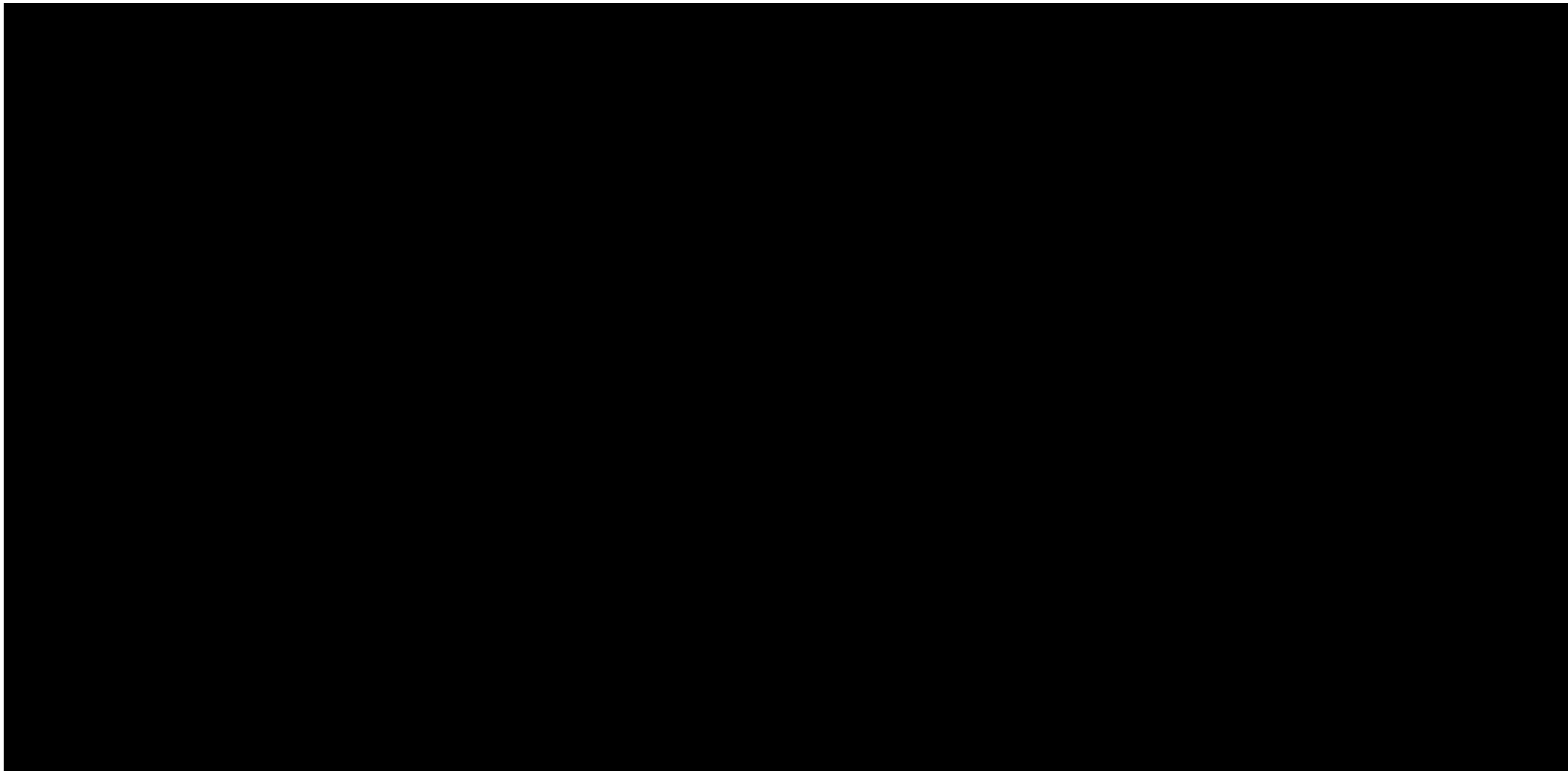
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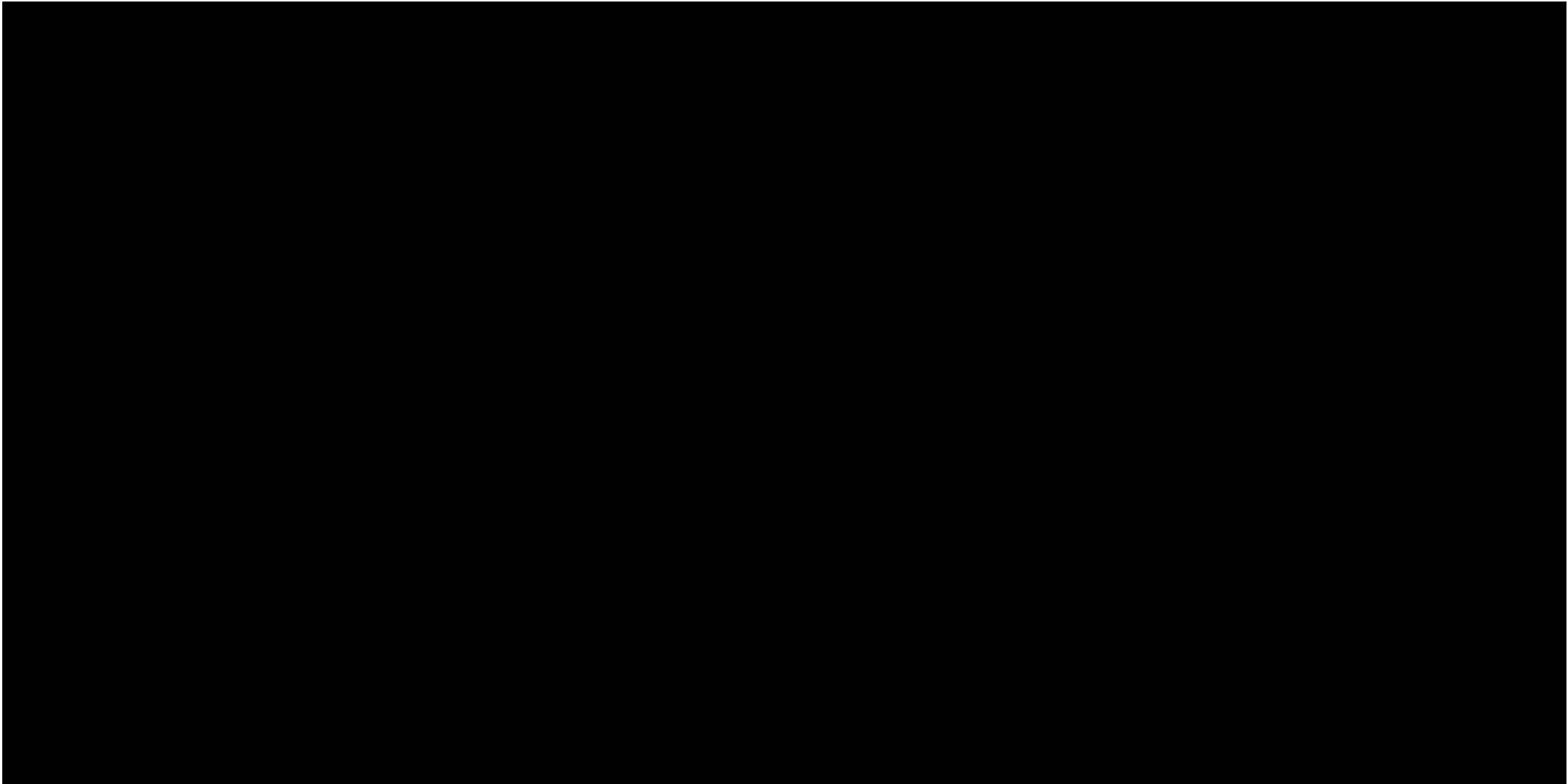


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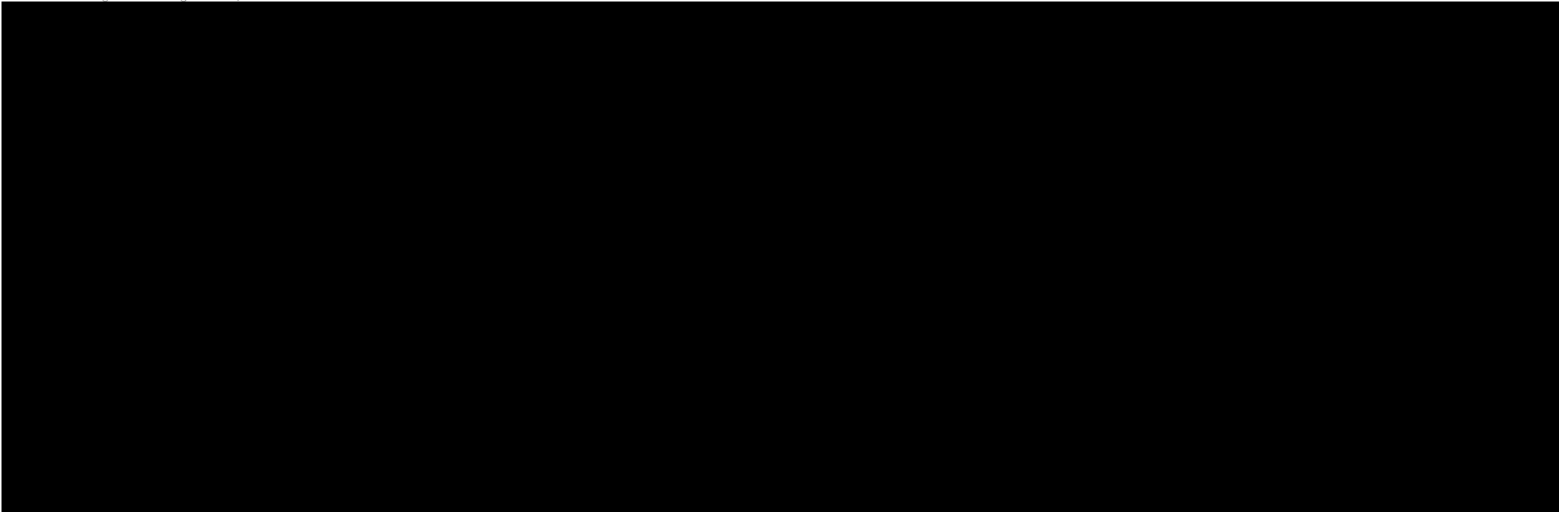




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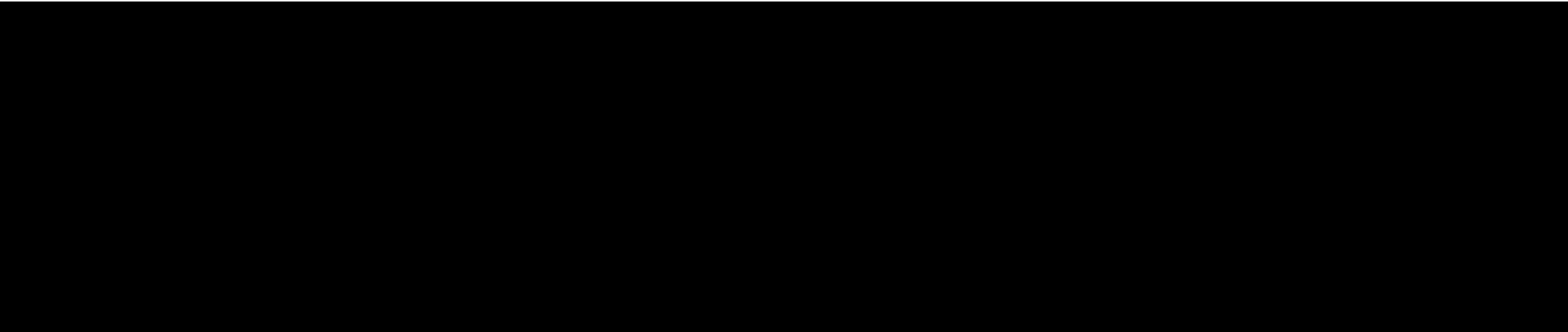


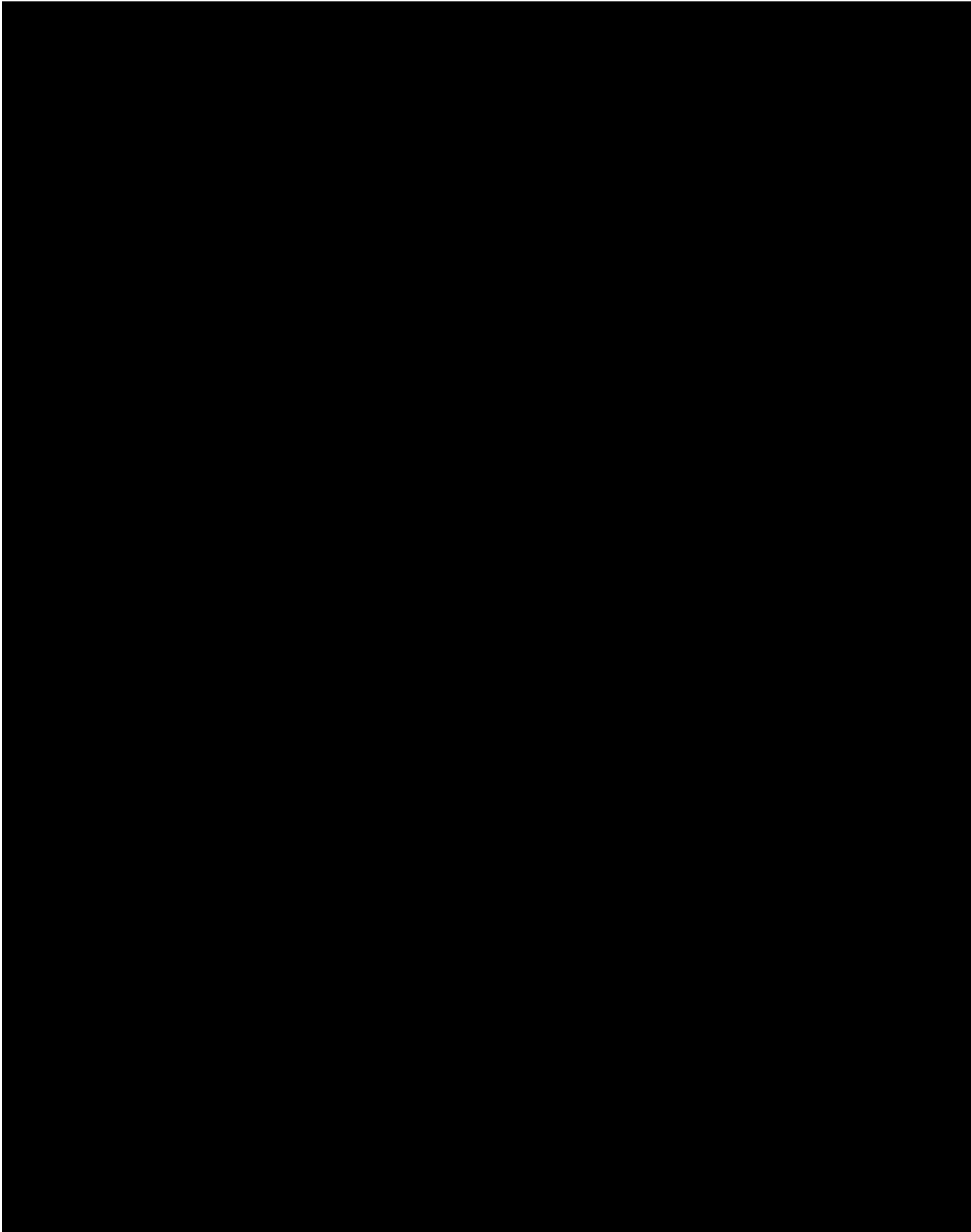
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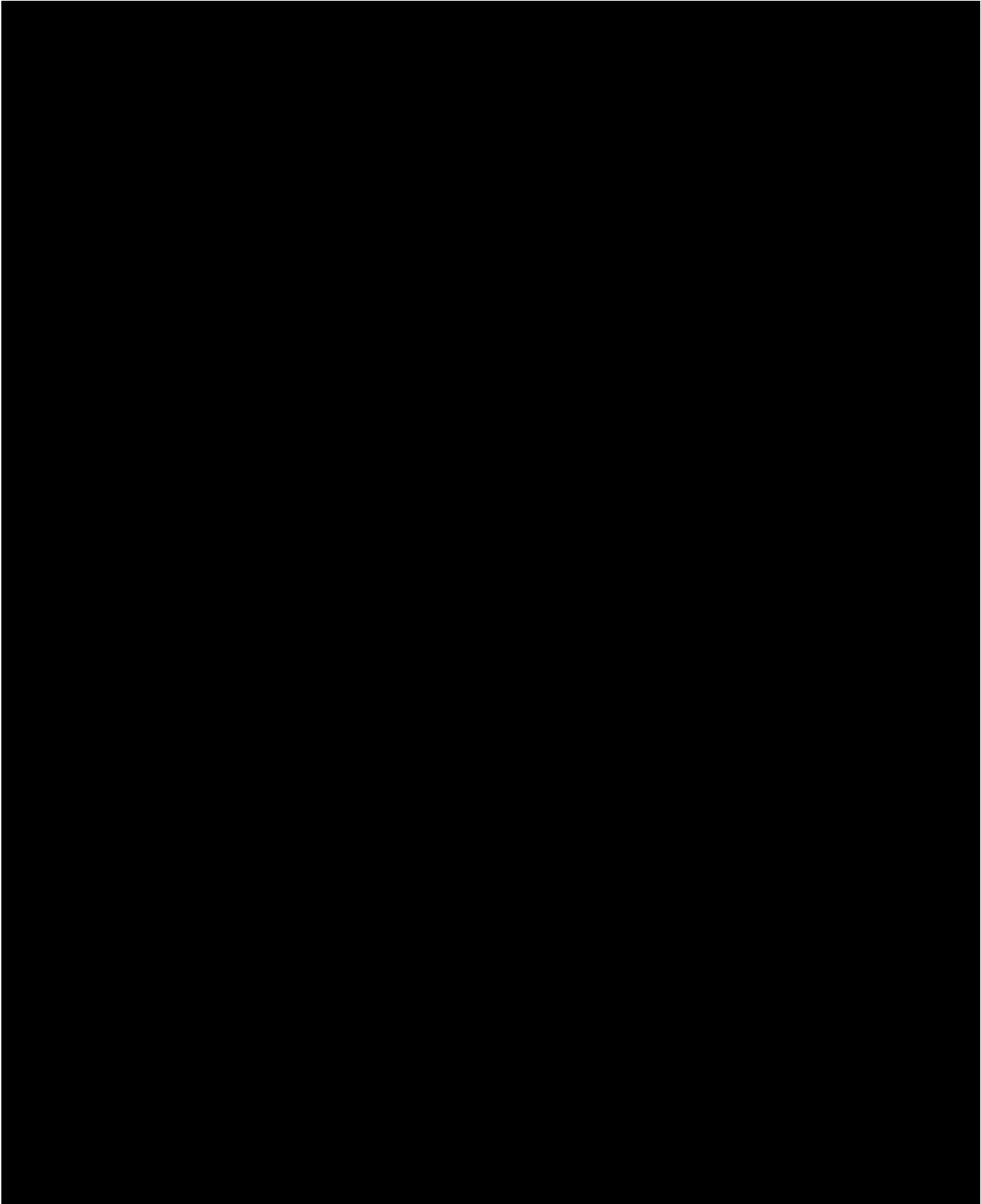


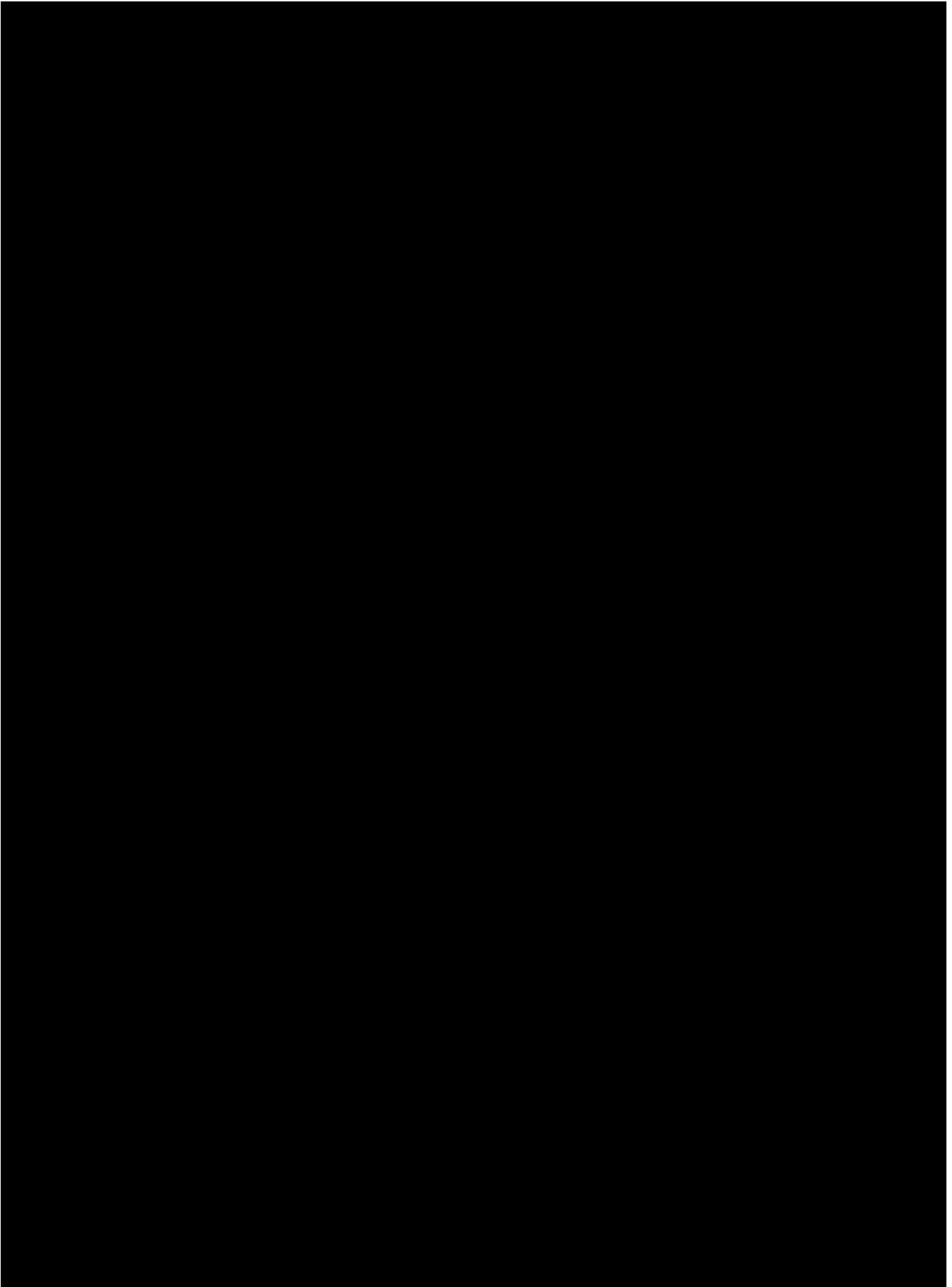


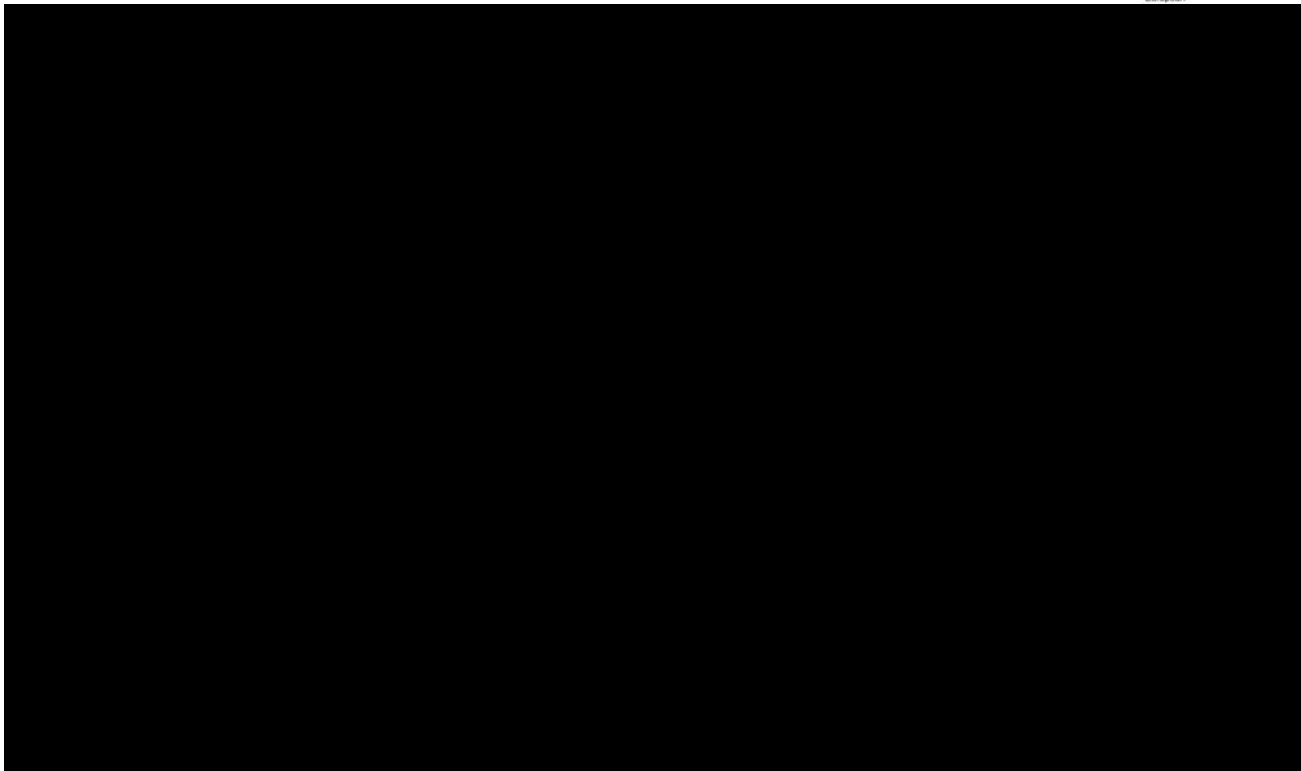
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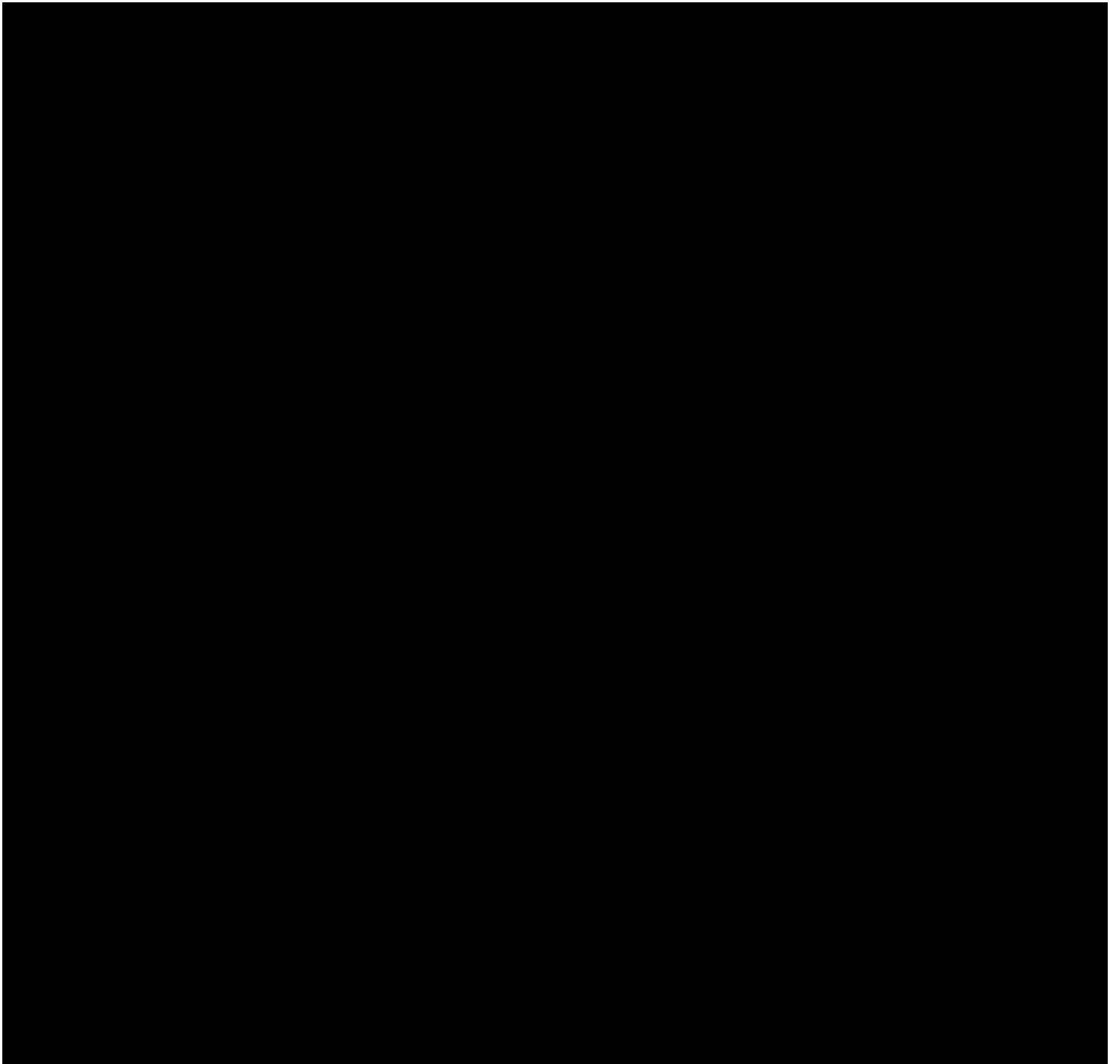


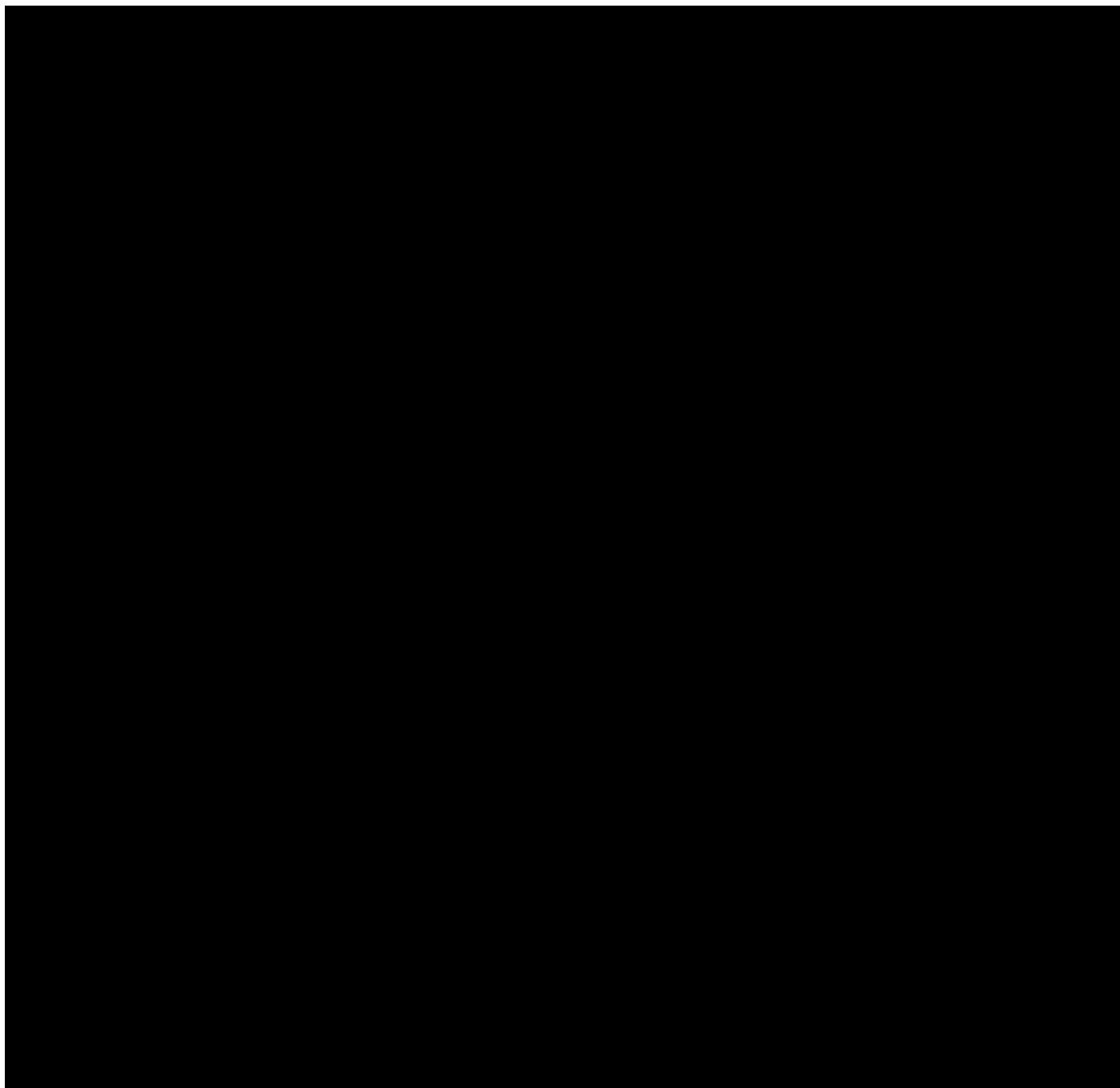


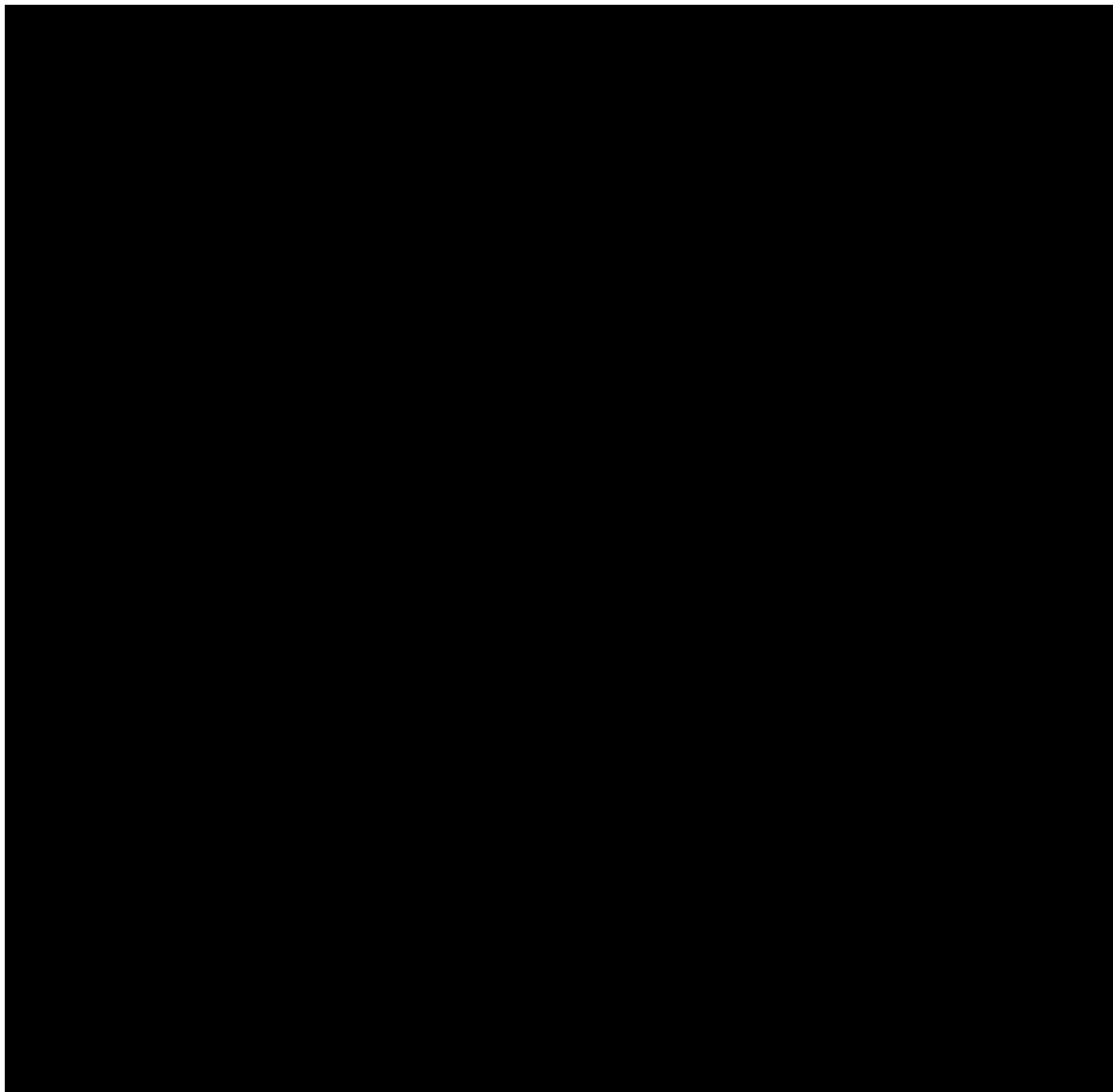


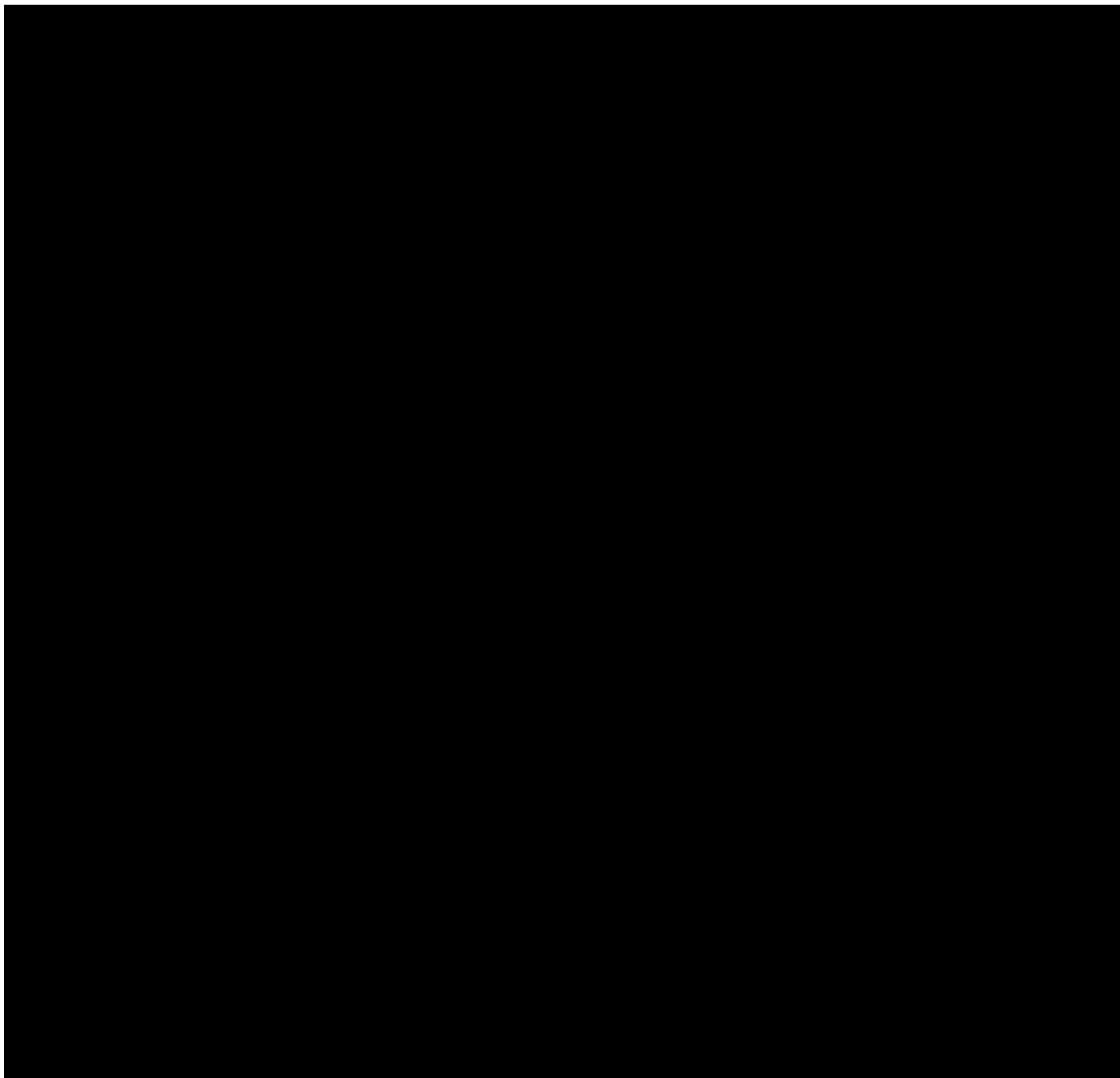


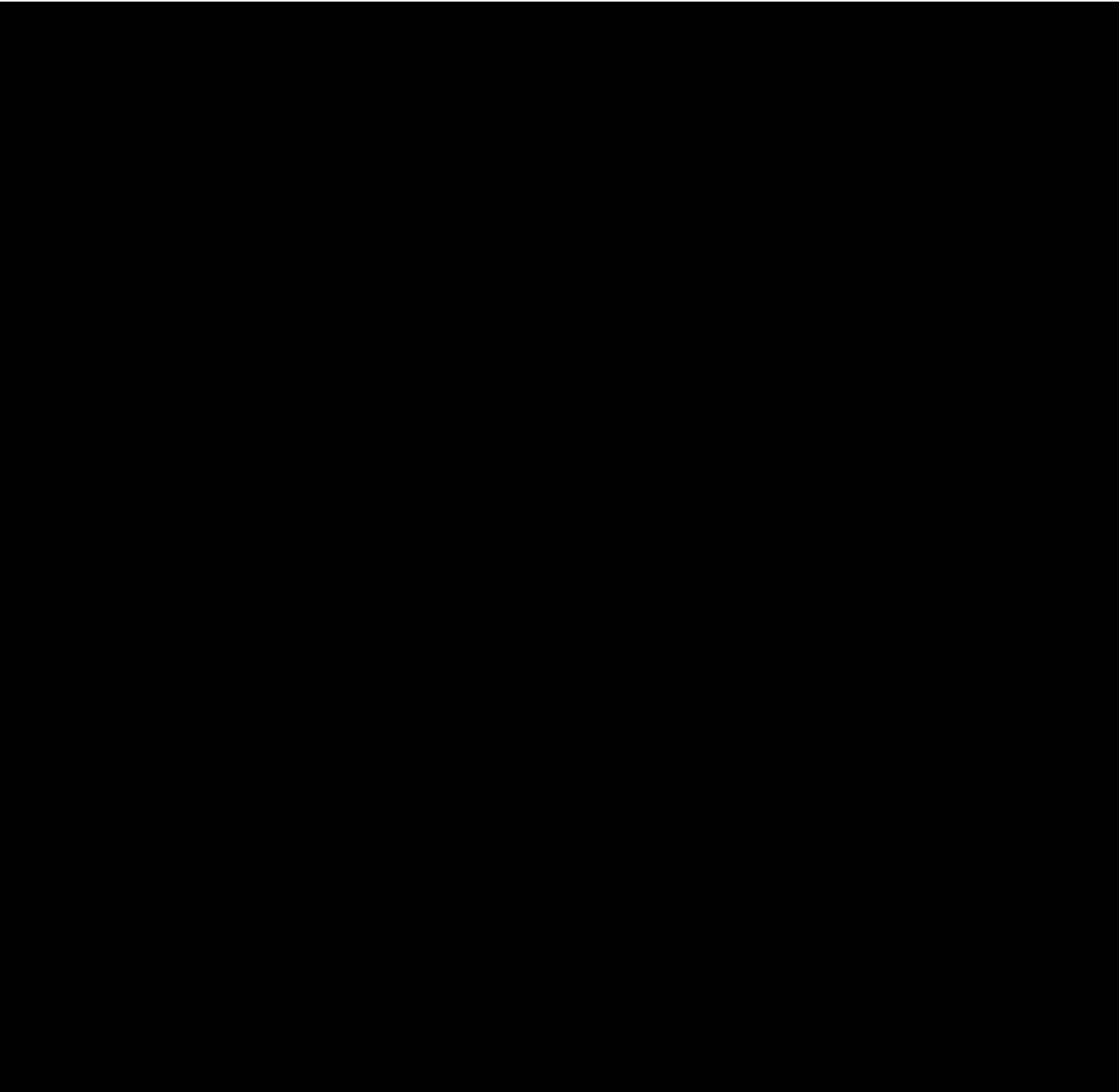
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SCHEDULE H: PRICING AND PAYMENT**SPECIAL CONDITIONS: PRICING AND PAYMENT****H1. Payment of Subcontractors**

The Contractor shall ensure that each Subcontract contains a provision which requires payment to be made of all sums due by the Contractor to the Subcontractor under the Subcontract within a specified period not exceeding 30 days from the receipt of a valid invoice.

H2. Discretionary Access Fund

- H2.1. On or around the Commencement Date the Authority shall allocate 3% of the Contract Funding to the DAF.
- H2.2. The Contractor shall use the DAF for spot purchasing of items of ESF Eligible Expenditure to support Participants into work and to help individuals overcome specific barriers to work (such as travel and small items of expenditure) subject to and in accordance with the DAF Guidance.
- H2.3. The Contractor shall comply with the ESF Regulations when procuring items using the DAF and shall be responsible for keeping up to date with the latest ESF Regulations. At the Commencement Date non exhaustive information relating to the ESF Regulations can be found at <http://www.dwp.gov.uk/esf/>.
- H2.4. The Contractor shall be entitled to submit invoices to the Authority for DAF Payments monthly in arrears in accordance with paragraph H2.8, provided that the aggregate DAF Payments claimed from the Authority under the Contract shall not exceed the DAF Amount.
- H2.5. Each DAF Payment must be linked to a Participant on CATS and be used only to reimburse ESF Eligible Expenditure.
- H2.6. Following the end of each month the Contractor shall submit for the DAF Payments being claimed in respect of that month the DAF Payment Evidence along with CATS Report 5.20 (as a cover sheet) to the NOMS CFO Finance Team. All DAF Payment Evidence must be captured in CATS Report 5.20 and the relevant DAF outcome must already be recorded on CATS by the Contractor.
- H2.7. The information provided by the Contractor under paragraph H2.7 shall be subject to ESF and NOMS purchasing compliance and full Authority checks. Following such compliance checks the Authority shall notify the Contractor either that:
 - H2.7.1. it approves the DAF Payment amount being claimed; or
 - H2.7.2. it requires further information and/or that it considers that a different DAF Payment amount should be claimed, in which case the Contractor shall provide any information requested and the Parties shall endeavour to agree the DAF Payment amount to be claimed.
- H2.8. Following approval by the Authority or agreement by the Parties of the relevant DAF Payment amount under paragraph H2.7, the Contractor shall be entitled to submit an invoice for the DAF Payment which complies with the

requirements set out in paragraph H8. The invoicing and payment terms are set out in paragraph H8.

- H2.9. The maximum amount payable as part of any DAF Payment for any single item of ESF Eligible Expenditure (e.g. a single course, childcare arrangement or item of equipment) is £999.99 (exclusive of VAT). DAF Payments may include payments for multiple items of ESF Eligible Expenditure.
- H2.10. All DAF entries added to CATS by the Contractor shall be removed from CATS by the Authority as part of its data cleansing activity, where the NOMS CFO Finance Team has not received the information described in paragraph H2.6 within 3 months from the date on which the relevant DAF entry was added to CATS by the Contractor.

H3. Service Charge Payments, Stage Payments and Development Fund Payments

- H3.1. The Contract Funding shall be allocated as follows:

- H3.1.1. 3% shall be allocated to the DAF in accordance with paragraph H2.1;

- H3.1.2. 8.7% shall be allocated to the Development Fund in accordance with Schedule G (Specification);

- H3.1.3. 44.15% shall be payable by the Authority as Service Charge Payments; and

- H3.1.4. 44.15% shall be payable by the Authority as Stage Payments, subject to and in accordance with the terms of the Contract.

Service Charge Payments

- H3.2. The Service Charge Payments shall be payable by the Authority monthly in advance. The forecast monthly Service Charge Payments are set out in the Financial Profile.
- H3.3. Each monthly Service Charge Payment shall be an amount equivalent to the relevant forecast monthly Service Charge Payment set out in the Financial Profile (as amended in accordance with paragraphs H5.4 and/or H5.5), provided that the aggregate Service Charge Payments paid by the Authority under the Contract shall not exceed the Service Charge Amount. The Contractor shall not be entitled to any additional payment or any relief from its obligations under the Contract if the Contractor's Operating Costs exceed the Service Charge Amount.
- H3.4. The Contractor shall be entitled to submit invoices to the Authority for Service Charge Payments monthly in advance. The Contractor shall ensure that each invoice complies with the requirements set out in paragraph H8. The invoicing and payment terms are set out in paragraph H8.

Stage Payments

- H3.5. The achievement criteria for each Payment Stage are as follows:

H3.5.1. completion of the relevant actions set out in Appendix K of Schedule G Specification; and

H3.5.2. submission of the relevant evidence described in the Participant Achievement Guidance set out in Appendix 1 and the Activity Evidence Examples set out in Appendix 2 or as otherwise notified by the Authority,

in each case in accordance with the Contract.

H3.6. The forecast monthly Stage Payments are set out in the Financial Profile. Notwithstanding the Financial Profile, the Contractor shall be entitled to submit an invoice to the Authority for a Stage Payment in accordance with paragraph H8 only when it has Achieved the Payment Stage associated with that Stage Payment and the Contractor has been notified on CATS that its submission for payment has been "APPROVED".

Development Fund Payments

H3.7. Where the Authority has agreed that the Contractor can claim ESF Eligible Expenditure against the Development Fund in accordance with Schedule G (Specification) and the Parties have agreed the associated commercial terms (including financial profile) in writing, the Contractor shall be entitled to submit an invoice to the Authority for each relevant Development Fund Payment monthly in arrears accordance with paragraph H8 and those commercial terms.

H3.8. The Contractor acknowledges the Authority's expectation that 50% of the Development Fund will be claimed by the Contractor in accordance with the Contract by December 2017. If this is not achieved the Authority reserves the right to return any underspend against the 50% amount to the Authority's central CFO for reallocation outside of the Contract.

H4. ESF Eligible Expenditure

H4.1. The Contractor acknowledges that it is a requirement of the relevant ESF Regulations that the Authority may provide funding under the Contract only in respect of ESF Eligible Expenditure.

H4.2. The Authority may at any time during the term of the Contract or otherwise reclaim monies from the Contractor:

H4.2.1. where the Contractor is no longer eligible to receive ESF funding;

H4.2.2. where information provided by the Contractor in accordance with this Schedule H and/or CATS is found to be materially incorrect (notwithstanding the fact that the Authority has made the relevant payment);

H4.2.3. which have been:

(a) used for any purpose other than for ESF Eligible Expenditure; or

(b) paid by the Authority in error,

whether identified under any audit carried out under the Contract or otherwise.

- H4.3. The Contractor shall be responsible for obtaining best value for money in relation to all expenditure incurred by it which qualifies as ESF Eligible Expenditure and which is funded by the Authority under the Contract.

H5. Budget Profile, Financial Profile and Finance Budget Return

- H5.1. The Financial Profile is set out in Schedule GB Contractors Tender including Budget Profile and clarifications, Participant Throughput Profile and Financial Profile and provides the forecast Service Charge Payments and Stage Payments.

- H5.2. The Contractor shall provide the NOMS CFO Finance Team with a completed Finance Budget Return, in the form set out in Appendix 3 or as notified otherwise by the Authority from time to time, within 30 days following the end of each month which compares and reconciles in respect of that month:

H5.2.1. the cumulative actual ESF Eligible Expenditure incurred by the Contractor under the Contract;

H5.2.2. the Contractor's cumulative forecast ESF Eligible Expenditure set out in the Budget Profile; and

H5.2.3. the Contractor's cumulative planned and actual staff in post.

- H5.3. If the Contractor identifies any discrepancy in relation to the information referenced at paragraphs H5.2.1 to H5.2.3 in a Finance Budget Return, the Contractor shall, in the Finance Budget Return, provide the reasons for such discrepancy along with any relevant mitigating factors and proposals to utilise any underspend against the relevant forecast.

- H5.4. Subject to paragraph H5.5, the Parties shall meet to review each completed Finance Budget Return and, if the Authority considers necessary, the Parties shall agree changes to the Budget Forecast and/or the Financial Profile in accordance with Schedule O Change Protocol.

- H5.5. The Authority may reduce specific payment amounts and/or the overall funding allocated in the Financial Profile where, in the Authority's view, there is consistent underspend and/or under-performance by the Contractor. In such circumstances the Authority may at its discretion retain any such amount for application to future payments made under the Contract or return the amount to the Authority's central CFO for reallocation outside of the Contract.

- H5.6. Where notified by the Authority, the Contractor shall comply with its obligations set out in Schedule R (Performance Management) in relation to a Performance Improvement Plan and/or Action Plan to address shortfalls in payments claimed by the Contractor under the Contract against the Budget Profile and/or the Financial Profile.

H6. Movement of Participants between regions

- H6.1. It is recognised that Participants may move between different regions within England and accordingly may pass through the stages of the Participant Pathway under the Contract and equivalent contracts in other regions.
- H6.2. The Contractor shall comply with Schedule G (Specification) in relation to the transfer of Participants and their associated case management records.
- H6.3. Where a Participant moves from the ESF Contract Area to a Contingency ESF Contract Area and some but not all of the relevant criteria for a Payment Stage set out in paragraph H3.5 have been Achieved by the Contractor in relation to the ESF Contract Area, the Contractor acknowledges and agrees that:
 - H6.3.1. the Contractor is not permitted to claim a Stage Payment for that Payment Stage, on the basis that it has not Achieved all of the relevant criteria for that Payment Stage;
 - H6.3.2. the contractor in the Contingency ESF Contract Area (the "**Receiving Contractor**") is not permitted to complete the Payment Stage started by the Contractor and claim an associated Stage Payment; and
 - H6.3.3. the Receiving Contractor is permitted to undertake all of the work required to Achieve a new Payment Stage and claim an associated Stage Payment under its contract in respect of the transferring Participant, notwithstanding the fact that the transferring Participant has moved though the Participant Pathway under the Contract.
- H6.4. Where a Participant moves from a Contingency ESF Contract Area to the ESF Contract Area and some but not all of the relevant criteria for a Payment Stage have been achieved by the contractor in the Contingency ESF Contract Area (the "**Sending Contractor**"), the Contractor acknowledges and agrees that:
 - H6.4.1. the Contractor is not permitted to complete the Payment Stage started by the Sending Contractor and claim an associated Stage Payment under the Contract; and
 - H6.4.2. the Contractor is permitted to undertake all of the work required to Achieve a new Payment Stage and claim an associated Stage Payment under the Contract in respect of the transferring Participant, notwithstanding the fact that the transferring Participant has moved though the Participant Pathway under a different contract.
- H6.5. Where a Participant moves from the ESF Contract Area to a Contingency ESF Contract Area and all of the relevant criteria for a Payment Stage set out in paragraph H3.5 have been Achieved by the Contractor, but the Contractor has not selected the "SUBMIT" option on CATS in relation to that Payment Stage, the Contractor will have 7 days from the date on which the Participant moves to the Contingency ESF Contract Area within which to select the "SUBMIT" option on CATS in relation to that Payment Stage. If the 7 day period elapses and the "SUBMIT" option has not been selected, the Contractor will not be permitted to select the "SUBMIT" option and the Payment Stage cannot be "APPROVED" on CATS for the Stage Payment to be claimed by the Contractor.

- H6.6. Where a Participant moves from a Contingency ESF Contract Area to the ESF Contract Area and all of the relevant criteria for a Payment Stage have been achieved by the Sending Contractor but the Sending Contractor has not selected the "SUBMIT" option on CATS in relation to that Payment Stage, the Contractor acknowledges that the Sending Contractor will have 7 days from the date on which the Participant moves to the ESF Contract Area within which to select the "SUBMIT" option on CATS in relation to the relevant Payment Stage. If the 7 day period elapses and the "SUBMIT" option has not been selected, the Sending Contractor will not be permitted to select the "SUBMIT" option and the Payment Stage cannot be "APPROVED" on CATS for the Stage Payment to be claimed by the Sending Contractor.

H7. Termination or expiry of the Contract

- H7.1. Unless agreed otherwise by the Authority in writing, should any part of the Contract Price remain unspent upon the termination or expiry of the Contract, the Contractor shall ensure that any such monies which are not properly due under the terms of the Contract to the Contractor are returned to the Authority within 30 days of the termination or expiry of the Contract.
- H7.2. Any costs, expenses or liabilities in connection with ESF Eligible Expenditure remaining at termination or expiry of the Contract and not paid out or settled by the Contract Price in accordance with the terms of the Contract shall be managed and paid for by the Contractor. No additional funding shall be available from the Authority for this purpose.
- H7.3. Clause 39 (Consequences of Expiry or Termination) contains further provisions relating to the termination or expiry of the Contract.

H8. Invoicing and payment terms

- H8.1. Each invoice submitted for payment by the Contractor under the Contract shall be in a form approved by the Authority.
- H8.2. The Contractor shall submit all invoices to the Authority to the addresses provided in Schedule J Monitoring and Management Information.
- H8.3. The Authority shall regard an invoice as valid only if it complies with the provisions of this paragraph H8. If the Authority disputes any invoice or requires any further information it shall notify the Contractor and the Parties shall endeavour to resolve the matter as soon as practicable.
- H8.4. Subject to the relevant provisions of this Schedule H, the Authority shall make payment to the Contractor within 30 days following receipt of a valid and undisputed invoice.
- H8.5. Unless the Parties agree otherwise in writing, all Contractor invoices shall be paid in sterling by electronic transfer of funds to the bank account that the Contractor has specified in its invoice.

H9. Identity checking and security clearance

- H9.1. Unless agreed otherwise by the Authority in writing, the Contractor shall be responsible for all of the costs associated with the performance of its obligations set out in paragraph 12 of Schedule J Monitoring and Management

OFFICIAL

Information in relation to identity checking and security clearances (including costs levied by third parties). The Contractor shall be entitled to recover such costs as Service Charge Payments to the extent such costs are Operating Costs.



SCHEDULE H APPENDIX 1 – PARTICIPANT ACHIEVEMENT GUIDANCE

CFO Participant Achievement Guidance:

- 1. Core Activity**
- 2. Supportive Measures**
- 3. Short Courses**
- 4. Vocational/Educational/Training**
- 5. Interviews**
- 6. Secured Employment**
- 7. Sustained Employment**

Version 1.8

Participant Achievements Pathway

The achievements in the pathway must be followed in the sequence below in order to trigger appropriate payments.

- i. Core Activity:
 - 2 activities must be completed and entered onto CATS in order to proceed to the Supportive Measures Stage
 - There is no payment attached to this stage
 - Should take place for all participant throughout their time on the programme
- ii. Supportive Measures:
 - 1 Supportive Measure must be completed and entered onto CATS in order to proceed to the Short Courses and Vocational/Educational/Training stages
 - Payment is attached to this stage
- iii. Short Courses and Vocational/ Educational/ Training:
 - Participants must complete either 1 Short Course or 1 Vocational/ Educational/ Training achievement with the details entered onto CATS in order to proceed to the Interviews stage
 - Payment is attached to this stage
- iv. Interviews:
 - 1 interview must be completed and entered onto CATS in order to proceed to the Secured Employment stage
 - The information entered for the Interview stage must relate to a subsequently entered Secured Employment achievement
 - There is no payment attached to this stage
- v. Secured Employment:
 - 1 Secured Employment achievement must be completed and entered onto CATS in order to proceed to the Sustained Employment stage
 - Payment is attached to this stage
- vi. Sustained Employment:
 - Sustained Employment achievements must be completed and entered onto CATS
 - There is no payment attached to this stage

1. Core Activity

The following activities are classed as Core Activity. There is no payment attached to these activities and the specific activity taken must relate to needs identified in the assessment and the action plan.

- Disclosure
- Money Management
- Obtaining ID
- Accommodation support
- Employability to include - CV, job search*, interview skills and applications
- Motivation Training
- Personal Development to include - Timekeeping, personal presentation, communication skills, self-esteem and confidence building
- In work support
- Self Employment - to include start up advice and training
- Securing a bank account
- Referral to mainstream activity - This will include referring on to other CFO/ESIF partners, the SFA, DWP or Work programme, but not OLASS provision.
- Industry Specific Cards and certificates such as Health and Safety, Construction Site Certification Scheme (CSCS), Food hygiene, Basic First Aid, Personal Track Safety (PTS), London Underground Combined Access System (LUCAS), Asbestos Awareness, Manual Handling, Electrotechnical Certification Scheme (ECS), Construction Industry Scaffolders Record Scheme (CISRS), Client Contractor National Safety Group (CCNSG)

If the participant has attended a course, the claim for the achievement should only be made on CATS once the participant has completed the course. Please note that it is not a requirement that the participant passes the course, but it must have been completed.

Additional core activities and sub-group specific activities may be added by NOMS CFO after consultation with the Provider.

Core activities will be recorded on CATS with supporting information in the action plan and notes sections.

* Job search activity must be undertaken by at least 50% of the participants.

Youth Specific Core Activities (for Youth Resettlement Support Worker only)

The following activities are classed as Core Activity. There is no payment attached to these activities and the specific activity taken must relate to needs identified in the assessment and the action plan.

For the gateway to be considered complete the Provider will need to conduct:

- Disclosure
- Money Management
- Obtaining ID
- Personal Development to include - Timekeeping, personal presentation, communication skills, self-esteem and confidence building
- Securing a bank account
- Support and advice to access appropriate benefits
- Industry specific cards and certificates such as the Health and Safety, Construction Site Certification Scheme(CSCS)

Additional core activities and sub-group specific activities may be added by NOMS CFO in negotiation with the Provider.

Core activities will be recorded on CATS with supporting information in the action plan and notes sections. Only activities shown within CATS and the Core Activity guidance may be claimed by the Provider. During the lifespan of the programme, NOMS CFO may see fit to amend, add or delete items on this list. This will be done via consultation with the Provider and guidance published as appropriate.

2. Supportive Measures

Specialist Support Referrals and Attendance

Intensive support will be provided through organisations in specialist areas such as substance misuse, mental health issues, disabilities or other areas where specialist support is required to help the participant progress.

It is recognised that the Case Manager will not have all the skills themselves to manage the complex needs of many offenders. In order for a participant to manage the barriers they face, referrals to specialist organisations for more intense support will be required.

Evidence will include copies of referral documentation, name of organisation, date, contact name and reason for referral plus confirmation of appointment attendance with the specialist organisation either by letter or email; letter must be on organisation headed paper. This will not be a Provider's 'in house' provision and can be claimed more than once depending on evidenced need of participant (although payment will only be made for the first activity with accepted evidence).

Work Placement/Tasters/Voluntary work taster

The Provider is to broker a short-term work placement, work trial, work experience or voluntary placement.

Work tasters can provide short real life work experiences to enable participants regain a positive attitude to work and update skills. Placements/tasters must be risk assessed and with recognised employers/charities.

Evidence will include written confirmation either by letter or email, from the employer or organisation, that the participant has attended placement and must include the company logo. Details will include participant name, dates attended and job role of participant.

Mentoring

The Provider is to broker one to one support throughout the period of the programme delivered through a recognised mentoring organisation/scheme with appropriately trained mentors.

Mentors can add significant value to the journey of an offender, giving independent advice and support to help the offender navigate life and the system. This may include a meet at the gate service (or shortly after release from prison) to accompany participants to relevant appointments such as JCP and housing.

Evidence will include a copy of the mentoring scheme on organisation headed paper and confirmation from mentor/mentoring organisation that the first appointment has taken place.

Additional supportive measures and sub-group specific activities may be added by NOMS CFO after consultation with the Provider.

Supportive measures will be recorded on CATS with supporting information in the action plan and notes sections.

In order to receive payment for supportive measures, at least 2 core activities must be completed.

Youth Specific Support Measures (for Youth Resettlement Support Worker only)

Work placement – as above. For London and the North West this should be through links with the YJB Youth Employer Forum, where appropriate.

Mentoring – as above.

Positive Activities - enrichment activities such as sports, arts and community-based activities. Evidence will include a letter from the activity provider on organisation headed paper and confirmation that the young person has attended the first session.

Family mediation - the Provider is to broker support throughout the period of the programme delivered through a recognised family mediation service with appropriately trained mediators. Evidence will include a letter from the mediation provider on organisation headed paper and confirmation that the first appointment has taken place.

Counselling services - The Provider is to broker one to one support throughout the period of the programme delivered through a recognised Counselling service with appropriately qualified counsellors. Evidence will include a letter from the counselling provider on organisation headed paper and confirmation that the first appointment has taken place.

Supportive measures will be recorded on CATS with supporting information in the action plan and notes sections.

In order to receive payment for supportive measures, at least 2 core activities must be completed.

3. Short Courses

All short courses in this section must be relevant to the participant journey and deemed to be necessary to help the participant progress into employment. All short courses must be approved by NOMS prior to delivery.

Courses in custody must not be claimed where provision is already available within the custody unit and must be sourced or delivered by the NOMS CFO provider.

The training courses are normally of short duration, more than 10 Guided Learning Hours (GLH) but less than 30 hour GLH.

Claims for the achievement and subsequent payment will only be made once the participant has completed the short course. Please note that it is not a requirement that the participant passes the course, but it must have been completed.

Training courses to include (list not exhaustive):

- First Aid at Work
- Lantra Highways Course
- Recycling Operations
- Introduction to Construction
- Health and Beauty
- PAT Testing
- Electrical Installation

The evidence required for this section will be one of the following:

- A) Certificate
- B) Letter from training delivery provider showing the course has been completed.

All evidence must clearly show participant name, dates of course, awarding body and be signed and dated by training delivery provider and letters must be on letter headed paper.

Additional short courses may be added by NOMS CFO after consultation with the provider.

Short courses will be recorded on CATS with supporting information in the action plan and notes sections.

Youth Specific Short Courses (for Youth Resettlement Support Worker only)

The Provider is to offer assistance by enrolling the participant in a variety of short training courses (duration being more than 7 GLH but less than 30 GLH). Short courses in this section must be relevant to the participant journey and deemed to be necessary to help the participant progress into employment, training or education after release. All short courses must be approved by NOMS prior to delivery. Courses in custody must not be claimed where provision is already available within the custody unit and must be sourced or delivered by the NOMS CFO provider.

Example training courses to include (list not exhaustive):

- Literacy and/or numeracy skills course
- Employability skills courses including CV writing and interview skills
- Motivation Training
- First Aid at Work
- Introduction to Construction
- Health and Beauty

Additional short courses may be added by NOMS CFO in negotiation with the Provider.

The evidence required for this section will be one of the following:

- Certificate
- Letter from training delivery provider showing the course has been completed.

All evidence must clearly show participant name, dates of course, awarding body and be signed and dated by training delivery provider and letters must be on letter headed paper.

Short courses must be recorded on CATS with supporting information in the action plan and notes sections.

Subsequent activities should be recorded on CATS but will not result in any payment. Payment will only be made if a payment has been made for Supportive Measures.

4. Vocational/Educational/Training

Vocational/Educational/Training includes the longer, more intense elements of education/training and includes licenses to operate machinery and educational courses that are of a more substantial duration, i.e. more than 30 hours as well as personal and social development courses. It also includes Voluntary Employment that is a minimum of 30 hours total.

Courses in custody must not be claimed where provision is already available within the custody unit and must be sourced or delivered by the NOMS CFO provider.

Claims for the achievement and subsequent payment will only be made once the participant has completed the course. Please note that it is not a requirement that the participant passes the course, but it must have been completed.

Training courses

These can include one or more of the following (list not exhaustive):

- Plant Machinery e.g. excavators, personnel lifting machines
- Fork Lift Truck (combined courses) (FLT)
- Scaffolding and Access Towers

The evidence required must be the certificate from the awarding body.

Educational Courses

These include personal and social development courses such as (list not exhaustive):

- Chrysalis
- Gangs programme
- Black Self Development course

Courses must be accredited by an external body e.g. City and Guilds, NOCN, OCR etc. and agreed by NOMS prior to delivery.

The evidence required will be one of the following:

- A) Certificate
- B) Letter from Training provider on letter headed paper
- C) Provider education/training stencil

All of the above must contain the following details:

- Participant Full Name
- Course Title
- Awarding Body
- Course Start and End Date
- Guided Learning Hours
- Signed by training provider

Vocational courses – NON OLASS

This will include painting and decorating, construction skills, plastering (list not exhaustive) and must be linked to career aspirations.

The evidence required for this section will be one of the following:

- A) Certificate
- B) Letter from Training provider on letter headed paper
- C) Provider education/training stencil

All of the above must contain the following details:

- Participant Full Name
- Course Title
- Awarding Body

Voluntary Employment

Voluntary Employment must be with a charitable/community organisation and be of 30 cumulative hours duration as a minimum.

The evidence required will be one of the following:

- A) Letter from employer on letter headed paper
- B) Provider Voluntary Employment stencil

All of the above must contain the following details:

- Participant Full Name
- Job Title
- Confirmation participant has completed at least 30 hours.
- Signed, dated by the employer.

Please note – if using the Provider stencil then it must be stamped with employer stamp or be accompanied by a compliments slip or letter head signed by the same person who signed the stencil.

Under ESF regulations all courses must be completed by the end of the contract period.

Additional Vocational/Educational/Training may be added by NOMS CFO after consultation with the provider.

Vocational/Educational/Training will be recorded on CATS with supporting information in the action plan and notes sections.

Youth Specific Vocational/Educational/Training (for Youth Resettlement Support Worker only)

Vocational/Educational/Training includes longer, more intense elements of education/training or employment with guided learning hours (more than 30 hours).

The courses must be in line with national education policy for 16-18 year olds.

The Provider must record on CATS any Education, Training or Employment gained as a direct result of the Contractor's intervention. Evidence of Education, Training or Employment must be submitted to the Authority for quality assurance approval.

For the youth sub-group securing ETE must be one of the following:

- Full time education as may be found in a school, FE institution or HE institution
- Work based learning - Apprenticeships or Traineeship

The evidence required will be a letter from educational establishment or employer on letter headed paper

All of the above must contain the following details:

- Participant Full Name
- Job Title
- Confirmation participant has completed at least 30 hours.
- Signed, dated by the employer.

5. Interviews

All paid employment can only be claimed following an attended interview. The interview must be recorded on CATS, and evidence sent to NOMS.

Acceptable evidence for interviews can be either, a letter from employer inviting participant to attend an interview (letter must be on letter headed paper) or an e-mail from employer inviting participant to attend an interview (e-mail must be from company domain).

If an interview was carried out by telephone and no invite email/letter has been received then an interview template will be completed (see Help section of CATS). The interview template must include:

- Participant Name
- Company Name
- Date of Interview
- Post applied for

Please note: the organisation name recorded on CATS must match the organisation name on any subsequent secured employment achievement claim.

If employment was gained via a job broker or agency then the information will be recorded on the employment claim.

6. Secured Employment

ESF Employment Definition:

Commenced full or part time employment, following an interview, whether temporary or permanent.

All interviews must be recorded on CATS and evidence of interview sent to NOMS.

In order to supply an audit trail to support all employment claims, Case Managers will ensure that they record the action plan and notes on CATS for all activity undertaken to obtain the employment achievement.

Employment can only be recorded where sufficient work has been undertaken by the Provider to justify the employment achievement. This is especially important when more than one agency may have been involved in working with a participant to avoid duplication and double counting.

There is a recognition that there is a significant number of employment agency job opportunities and Zero hour contracts available, however to claim these as an employment achievement, evidence of the participant working a minimum 30 hours must be provided. Without demonstrating that at least 30 cumulative hours of employment has taken place, the achievement should not be claimed.

Where employment is gained through an employment agency the employment achievement must be recorded with both agency name and employer name and address. The evidence supplied must be from the employer showing the assignment details and that the participant has commenced the employment.

a) Part Time

ESF Definition of Part Time Employment:

Up to 30 hours per week (this can include zero hour contracts or casual work)

b) Full Time

ESF Definition of Part Time Employment:

Working 30 hours or more each week (evidence must clearly show working hours)

Primary Evidence for Employment

All ESF achievements will be accompanied with objective evidence with action plans and notes to support the achievement being claimed and must show employment has commenced:

A) A letter on headed paper from employer stating:

- Participant's Full Name
- Job title
- Employment has started
- Start Date
- Hours of Work

B) Wage slips with following detail

- Participant name
- Company name
- Hours of work
- Date of payment

C) Timesheets with the following detail

- Company Details
- Participant Details
- Hours of Work
- Approval by employing company

D) Provider employment stencil (stamped by company or signed compliments slip or letter head attached, which must be signed by the same person who signed the stencil)

- Participant's Full Name
- Job title
- Employment has started
- Start Date
- Hours of Work

Self Employment

If a participant is self employed they will be required to register for self assessment with HMRC. Once registered a document will be received showing registration and the Unique Tax Reference (UTR).

Acceptable evidence would be:

- *letter from bank of small loan*
- *letter from HMRC showing registration for business taxes*
- *letter from HMRC showing approved registration for self assessment and details of business start up e.g. business invoice*
- *letter from bank showing set up of business account*

Sub Contracting

Some employers will employ staff on a self employed or sub contracting basis. Where this happens self employment may be claimed where tax and national insurance contributions

are the responsibility of the worker. In cases where the company takes responsibility for the tax and national insurance contributions then the claim will be Full/Part Time employment, whichever applies.

Do **not** supply bank statements as evidence.

Youth Specific Secured Employment (for Youth Resettlement Support Worker only)

Secured employment must be in line with national education policy for 16-18 year olds, including:

- Entry into paid employment; in a role which includes accredited training equivalent to a minimum of 280 guided learning hours in each year

Evidence required as above for full time employment. It must include confirmation from the employer that it meets DfE national education policy, by providing a minimum of 280 guided learning hours a year.

7. Sustained Employment

Sustained employment should be evidenced as the participant spending at least half (i.e. most) of their time in employment following the initial employment achievement as well as being in employment at the 13 week or 6 month point. The place of employment does not have to be the same. The employment can be part or full time or self employment (or a combination) but the employment in the period must adhere to definitions of Secured Employment in Section 6.

13 Weeks

Minimum of 6.5 weeks in employment and in employment 13 weeks after the initial employment achievement.

6 Months

Minimum of 3 months in employment and in employment 6 months after the initial employment achievement.



NOMS CFO

Participant Achievements Guidance Evidence

This document contains examples of evidence that is acceptable for activities and achievements recorded on CATS and is to be used in conjunction with Participant Achievements Guidance document.

Version 1.2

Example 1 NOMS CFO template for education or training courses.

Education/Training Achievement

NOMS CFO is a European Social Fund Project that helps individuals. The individual below has commenced Education/Training with your organisation. Please confirm this by completing the relevant sections below in block capitals.



National Offender
Management Service



Education/Training Achievement

(NOMS-CFO) is a European Social Fund Project that helps individuals. The individual below has commenced Education/Training with your organisation. Please confirm this by completing the relevant sections below in block capitals.

Participant Case Number:		
Participants Full Name:		
Course Title:		
Level Of Course:		
Duration Of Course:	Number of Weeks:	Guided Learning Hours:
Course Modules:		
Date Course/Training Started:		
Date Course/Training Finished:		
Training Provider Name:		
Training Provider Address:		
Completed By:		
Signature		
Position Held:		
Training Provider Stamp: (Signed Compliment Slip/letter Head/ Business Card)		

Thank You for Your Assistance

Provider Logo

All sections must be completed and the document stamped with company stamp. If a stamp is not available then a compliments slip or letter head, signed and dated by the person who signed the stencil must be included.

Example 2 Certificate for education or training courses.

NORS

Fork Lift
Recruitment & Training Ltd

Certificate Of Training

This is to certify that

Participant Full Name

Has completed 30 hours Novice Training
And has passed operating skills tests approved by RTITB


Provided by **Fork Lift Recruitment & Training Ltd**
An RTITB Accredited Training Organisation

Type: Counterbalance	Make/Model: Linde E14
Control: Rider Operated	Energy Source: Electric
Rated Capacity/Height: 1400Kgs/4000mm	Attachments: Forks/S-Shift
Date of Test: 06/05/2011	Expiry Date: 05/05/2014
Name of Instructor: Alan Ward	RTITB Reg. No: 014004703
Name of Examiner: Alan Ward	RTITB Reg. No: 014004703
Certificate No: 2232/AW	NORS Reg. No: 051263579


And whose name has been entered on the RTITB NORS Database
This certificate complies with the requirements of RTITB Accreditation

To verify this certificate or for further information, please telephone 01952 520209
Or e-mail nors_team@rtitb.co.uk

Fork Lift Recruitment & Training Ltd
Cannon House
43-44 New Bartholomew Street
Digbeth
Birmingham B5 5QS
0121 665 6550

OCR 
RECOGNISING ACHIEVEMENT

Ofqual
.....


Llywodraeth Cymru/Cymru
Welsh Assembly Government

CEA
Rewarding Learning

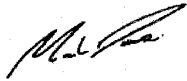
THIS IS TO CERTIFY THAT


Participant Name

HAS BEEN AWARDED

OCR Level 2 Certificate in Adult Literacy

29 November 2011 Centre Number: 33117 Certificate Number C0670583/050891
QCA Accreditation Number 100/1323/4


CHIEF EXECUTIVE, OCR


ACCOUNTABLE OFFICER, OCR

Look for the OCR watermark, which proves this is a genuine OCR certificate.
Oxford Cambridge and RSA Examinations

A969 1011

329

Example 4 Training Course - Provider Letter



Principal & Chief Executive: Brenda Sheils

Solihull College
Blossomfield Road
Solihull
B91 1SB

t: 0121 678 7000
f: 0121 678 7200
w: www.solihull.ac.uk

THIS LETTER IS VALID FOR THREE MONTHS FROM DATE OF ISSUE

To: Pertemps

01 November 2011

TO WHOM IT MAY CONCERN

REF: Participant

This is to confirm that Name has enrolled at Solihull College on the following programme:

Programme Title: Counselling Skills Certificate Level 2

Awarding Body: N.C.F.E..

Start Date: 13 September 2011

End Date: 06 December 2011

Telephone: 0121 678 7294

Participant Address

Yours faithfully

A handwritten signature in black ink, appearing to read 'Brenda Sheils', written over a horizontal line.

Solihull College



Example 5 NOMS Interview Template

ESF definition for employment requires the claim is only to be made following a successful interview. Interviews must be claimed on the achievement section of CATS and evidence must be provided and uploaded onto CATS. Employment achievements will only be accepted once the interview is claimed and acceptable evidence has been received.



Interview


Please Complete in BLOCK CAPITALS using black ink only:

Participant Case Number:	
Participants Full Name:	
Participants NI Number:	
Company Name:	
Company Address:	
Agency Interview:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Interview Date:	
Type Of Interview:	<input type="checkbox"/> Telephone <input type="checkbox"/> Face to Face
Type Of Contract Gained:	<input type="checkbox"/> Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> 0 Hour <input type="checkbox"/> Voluntary <input type="checkbox"/> Not Successful
Start Date	
Completed By:	
Signature	
Position Held:	
Date Interview Statement Completed	

Thank You for Your Assistance

Provider Logo

Example 6 Letter for Voluntary Employment

 **DORSET RECLAIM**

ETE Operations Co-Ordinator,
Dorset Probation Trust,
Poole Probation Centre,
63, Commercial Road,
Poole,
BH14 0JD.

Bournemouth
Probation Trust

7th September 2012

Dear Sir

Re: t
Placement Depot: Christchurch
Start Date: Wednesday 15th August 2012



Please accept this letter as confirmation that I has completed over 30 hours of voluntary work at our depot in Portfield Road, Christchurch.

He settled in well, is reliable and has been happy to fit in doing a variety of roles at our workshops. He has become a well liked member of the team.

If you need any further information about Roger's time with us, we would be pleased to help.

Yours sincerely


Project Manager







Address: 85 Stanley Road, Bournemouth, Dorset BH1 4SD Tel: 01202 773 384 Fax: 01202 309067
Also at: 3 Didcot Road, Nuffield Ind. Est., Poole, BH17 0GD Tel: 01202 679 080 Fax: 01202 677 630
Unit 5, Poundbury West Ind. Est., Dorchester, DT1 2PG Tel: 01305 267 711 Fax: 01305 267 760
Registered Charity No. 1076996 - Registered in England No. 3780618 - www.dorsetreclaim.org.uk

Voluntary employment evidence must show the registered charity number and must show 30 hours has been completed. Letters must be on letter headed paper, contain participant full name, employment details and be signed and dated.

Example 7 NOMS Employment Template



Employment Achievement

(NOMS-CFO) is a European Social Fund Project that helps individuals. The individual below has commenced Employment with your company. Please confirm this by completing the relevant sections below in block capitals.

Please Complete in BLOCK CAPITALS using black ink only:

Participant Case Number:	
Participants Full Name:	
Participants NI Number:	
Company Name:	
Company Address:	
Agency	<input type="checkbox"/> Yes <input type="checkbox"/> No
Agency Name	
Date Job Started:	
Type Of Contract:	<input type="checkbox"/> Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Voluntary <input type="checkbox"/> Self <input type="checkbox"/> Agency
Completed by:	
Signature	
Position Held:	
Date Employment Statement Completed	
Company Stamp: (Signed Compliment Slip/letter Head/ Business Card)	

Thank You for Your Assistance

Provider Logo

All sections must be completed and the document stamped with company stamp. If a stamp is not available then a compliments slip or letter head, signed and dated by the person who signed the stencil must be included.

Example 8 Wage Slips

Employee No. 6713	Employee Participant Full Name		Date 18/04/2012	National Insurance No. NINO		
Payments	Units	Rate	Amount	Deductions	Amount	
Standard	40.00	6.0800	243.20	PAYE Tax	0.00	
				National Insurance	12.54	
Holidays: Taken: 0.00			Remaining: 0.00			
Participant Name and Address			Totals This Period		Totals Year To date	
			Total Gross Pay	243.20	Total Gross Pay TD	243.20
			Gross for Tax	243.20	Gross for Tax TD	243.20
			Earnings for NI	243.00	Tax paid TD	0.00
					Earnings For NI TD	243.00
			Payment Period	Weekly	National Insurance TD	12.54
Net Temps Ltd (temp staff) Tax Code: 810L Dept: Tax Period: 2 Payment Method: BACS				NET PAY	230.66	

Wage slips must contain the participant's full name, company name and working hours.

Example 9 Letter of Employment

Restart Trust

19.01.2015

To Whom It May Concern,

I confirm that Participant commenced employment as an Environmental Technician at Elixir Group on Monday 19th January 2015. The hours are full time at 35 hours per week on a 13 week contract.

Name job role is in our PVCu recycling department and the general duties are to include hand processing the product, cleaning and removing contaminants from the product, working to daily targets and adhering to Health & Safety standards.

If you require any further information please do not hesitate to contact myself at the Elixir Business Service Centre on 0151 329 2977.

Yours Faithfully

A. McAuley

Office Manager



Schedule H Appendix 3 - Form of Finance Budget Return



National Offender
Management Service



Provider:
Period:
Area:
Compiled by:

Total Budget
- 3% DAF
TOTAL BUDGET
Percentage of Budget Incurred

£0.00

£0.00

#DIV/0!

This section to be completed in line with the Monthly Budget Breakdown NB: Remove DAF Costs & Development Fund

	Cumulative Forecast Jun 15 - <i>enter period</i>	Forecast <i>enter</i> <i>reporting period</i>	Total Forecast Spend
Staffing			-
Sub Contractor Costs			-
Running Costs			-
Indirect Costs			-
Profit			
TOTAL	-	-	-

This section to be completed based on actual expenditure from provider ledger

	Cumulative Actual Jun 15 - <i>enter period</i>	Actual <i>enter reporting period</i>	Total Actual Spend	Variance between forecast & Actual
Staffing			-	(
Sub Contractor Costs			-	(
Running Costs			-	(
Indirect Costs			-	(
Profit			-	(
TOTAL	-	-	-	

[illegible]

To be completed in conjunction with the Finance Spreadsheet

Total Variance between forecast & Actual

£0.00

Reasons for variance:

Remedial Action to be taken:

Below To be completed by Authority

Reviewed by:

Any Action taken:

SCHEDULE I: COMMERCIALLY SENSITIVE INFORMATION
SPECIAL CONDITIONS: COMMERCIALLY SENSITIVE
INFORMATION

Not applicable

SCHEDULE J: MONITORING

SPECIAL CONDITIONS: MONITORING AND MANAGEMENT INFORMATION

J1. Introduction

- J1.1. A key objective for the Authority is that operational staff should not be distracted from their operational duties and especially not by procurement matters. The Authority has put in place a procurement organisation and systems infrastructure specifically to achieve this. The Contractor shall support the Authority in achieving this objective by maintaining strict adherence to the Administrative Instructions set out herein.
- J1.2. All requisitions have to be approved online by a budget holder/approver (who can also be a requisitioner) before the Goods and Services can be obtained. Contractors send their invoices to the Shared Service Centre for payment and are paid provided they have complied with the provisions of the Contract and the requisitioner has confirmed receipt online.
- J1.3. The Acquisition Model is also supported by the Ministry of Justice Commercial and Contract Management Directorate (CCM) which comprises a number of Category Management Teams. Some of the CCM functions are delivered from the Authority's headquarters in London additionally, there are 3 other offices based in Wakefield, Leicester and Newport.
- J1.4. Each Category Management Team has a remit to procure and manage contracts in support of requirements that may arise within a category for which they are responsible. Localised issues arising at any Site associated with the performance of this Contract or any related Orders may be resolved between the Authority's Contract Manager, Performance Manager and the Contractor. The Authority's Representative will from time-to-time notify the Contractor of up-to-date Contract Managers and Performance Managers' contact details.

J2. Ordering

- J2.1. The Contractor shall not accept oral Orders from the Authority, nor accept any changes, amendments or variations to the Contract other than in writing. In the event of a failure of the Authority's iProcurement System, the Authority shall implement the relevant Disaster Recovery Procedure and notify the Contractor accordingly.

- J2.2. The Contractor shall ensure that Orders are properly stored, are not accessible to unauthorised persons, are not altered, lost or destroyed and are capable of being retrieved only by properly authorised persons.
- J2.3. The Authority shall not be liable for the consequences of a corrupted, or incorrect transmission, or any failure to re-transmit an Order, if the error is or should in all the circumstances be reasonably obvious to the Contractor. In such event the Contractor shall immediately notify the Authority's Representative thereof.
- J2.4. In the event of persistent systems failure preventing the transmittal or receipt of Orders, as determined by the Authority's Representative, the Disaster Recovery Plan shall be implemented. Unless otherwise stated in the Disaster Recovery Plan, the Contractor shall accept Orders and payment through Barclaycard VISA.
- J2.5. A generic Order in the format of a Standard Schedule Purchasing Order (SSPO) will be submitted by the Authority for Orders associated with the Services provided by the Contractor.
- J2.6. This Order shall be made via "electronic transmission" (i.e. electronic mail or auto-fax where Orders are sent to print on a facsimile machine) in .PDF file format (Adobe Acrobat). A sample order is provided as Appendix A, but will be subject to change from time to time.

J3. Receipting

- J3.1. Following fulfilment of an Order in accordance with the Contract, Authority staff are required to complete an online record of confirmation.
- J3.2. The information to enable the Authority to complete the online record of confirmation shall be obtained via the agreed profiles in the Contract and, in reference to outcome payments, via the recorded information on CATS.

J4. Invoices

- J4.1. Except where otherwise instructed by the Authority's Representative, all invoices payable under the Contract shall be sent for the attention of the Invoice Payable Team (Shared Service Centre) at the following address:

Accounts Payable,
NOMS,
Shared Services
PO Box 8080
Newport,
Gwent
NP20 9BB.

A copy invoice, together with the agreed supporting documentation, should simultaneously be sent to the following address:

NOMS CFO - FINANCE
First Floor
Unit 1100
Daresbury Park
Warrington
WA4 4HS

- J4.2. Separate invoices must be submitted for each Order placed by the Authority. The Order number and service record must be clearly marked on the invoice.
- J4.3. From time to time the Authority's Representative may require the Contractor to provide copies of invoices, a summary of invoices previously submitted for payment and or details of any payments received and/or outstanding. The Contractor shall promptly comply with any such request at no additional charge to the Authority.

J5. Authorities representative

- J5.1. The Authority's Representative is as stated within the Contract Letter.
- J5.2. The Authority's Representative may, by providing notice in writing to the Contractor, appoint other members of staff to undertake their responsibilities

in respect of this Contract. The Contractor should then liaise with appointed person(s) in respect of the undertakings that involve the Authority's Representative.

J6. Reports

General instructions

J6.1. The Contractor shall produce reports as directed by the Authority and in compliance with Schedules J & N of the Contract. The Contractor shall submit an original hard copy and an electronic copy of each report to the Authority's Representative.

J6.2. The Contractor shall provide a monthly report including an overview of events during the reporting period and the following as a minimum. (The Monthly Provider Report is detailed in Appendix E).

- Number/value and percentage (%) of invoices on hold during reporting period;
- Any issues relating to system performance;
- Any area of concern or any weakness in the performance of the Contract together with any corresponding actions being taken;
- Any Trade Union concerns;
- Any unexpected problems and emergencies resolved by the Contractor on his own initiative;
- Details of proposed new Sub-contractors/Contractors.
- Details of proposed new Equipment for delivery of the Services;
- Any problems arising that would cause the Authority concern in meeting its obligations under the Race Relations Amendment Act;
- Details of any proposed Key Staff changes;

- Health and Safety, compliance with Fire Regulations, report on health and safety and fire equipment inspections, details of any hazards and injuries and claims for compensation, new legislation and new materials to be used that are governed by the Control of Substances Hazardous to Health (COSHH) regulations;
- Failure of services provided by others;
- Security breaches: nature, losses or potential losses, persons involved, actions taken, involvement in civil authorities and the progress or result and Contractor's proposals for corrective action. Bomb, arson and similar threats;
- Performance of the customer help/service desk;
- Proposed changes to working practices leading to greater efficiencies, improved performance and enhanced value for money (VFM);
- Details of vacancies open;
- Service improvements the Contractor is able to offer including systems expansion or enhancement;
- The number and nature of complaints received and any corrective action taken by the Contractor;
- Participation survey/satisfaction feedback.
- Targets and outputs achieved will be in accordance with Schedule GB Contractors Tender including Budget Profile and clarifications, Participant Throughput Profile and Financial Profile
- Monthly reports – Contractors will provide a quarterly expenditure template profile as detailed in Schedule H Pricing and Payment.

J6.3. Reporting requirements will be reviewed upon Contract award and finalised during the mobilisation period.

J7. Key Performance Indicators (KPIs)

J7.1. A set of effective Key Performance Indicators and targets for achievement will be agreed post Contract award.

A sample of the types and themes are listed below:

1. Complaints (Monthly/Quarterly)
2. Feedback (Participants Surveys)
3. Appointments (Actuals/Missed)
4. Effectiveness of Peer Mentors - Bespoke measuring mechanism
5. No of Prisoners picked up through the gate

J8. Meetings

J8.1. The Contractor's Representative shall attend meetings as directed by the Authority including but not limited to:

J8.1.1. A monthly meeting where the purpose is to monitor and evaluate performance and to problem solve and/or escalate Contractor concerns; the meeting agenda, minutes' template and Provider report are detailed in appendices B, C, D and E.

J8.1.2. In addition, the quarterly occurrence of the above meeting may include representatives from Finance, Data Integrity and Authority Senior Managers.

J8.1.3. Following contract award, NOMS will set up a Provider Forum, which will meet regularly to discuss implementation issues, share good practice and provide detail of policy or NOMS internal developments. The initial Forum will be shortly after contract award and topics are likely to include transfer protocols and CATS training requirements, subsequently meetings will be held quarterly. The location will be rotated around the regions usually within the Providers or NOMS premises.

J8.2. All meetings will be chaired and recorded by the Authority's Representative.

J8.3. All meetings, unless otherwise agreed between the parties, will be held on the Contractor's Premises. The Contractor shall ensure that the Contractor's Representative attends each meeting, except where it has been agreed with the Authority that a deputy may attend on their behalf (such consent not to be unreasonably withheld). The Contractor's attendance at all meetings shall be at the Contractor's own expense.

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J8.4. The main purpose of the review meetings is to: discuss the content of the Contractor's reports (paragraph 6 refers); agree any payment adjustments; identify opportunities for achieving service improvements, and review any issues likely to affect the performance of the Contract.

J8.5. Where practicable, the Authority is willing to consider and hold routine meetings using electronic conferencing facilities to reduce miles travelled.

J9. Management and control of documentation

J9.1. Contractor's records

J9.1.1. The Contractor shall keep secure and maintain, until twelve (12) years after the final payment of all sums due under the Contract, or such longer period as may be agreed between the parties, full and accurate records of the Contract, all expenditure reimbursed by the Authority and all payments made by the Authority sufficient to permit a detailed audit trail, unless a shorter period of document retention is permissible in accordance with paragraph 9.5

J9.1.2. The Contractor shall at all times:

J9.1.2.1. Maintain a full record of the particulars of the costs of performing the Contract, including those relating to sub-contracted Services. Such records shall further include details of any commitments made by the Contractor for future expenditure and details of any funds held by the Contractor; and

J9.1.2.2. When requested by the Authority, furnish a summary of the aforementioned costs in such form and detail as the Authority may reasonably require.

J9.1.3. For the duration of the Contract the Contractor shall furnish to the Authority:

J9.1.3.1. As soon as they become available (and in any event within six (6) calendar months of the end of each of its financial periods) copies of its audited financial statements for that period which shall contain an income statement and a balance sheet and a cash flow

- statement and be audited and certified without qualification by a firm of independent accountants;
- J9.1.3.2. As soon as they become available (and in any event within three (3) calendar months of the end of each of its financial half-years and within three (3) calendar months of each review date) copies of its un-audited financial statements for that half-year or year (as the case may be) which shall contain an income statement, a balance sheet and a cash flow statement;
- J9.1.3.3. shall prepare their financial statements on a basis consistently applied in accordance with generally accepted accounting principles in England and Wales and those financial statements shall give a true and fair view of results of its operations for the period in question and the state of its affairs as at the date to which the financial statements are made up and shall disclose or reserve against all liabilities (actual or contingent) of the Contractor; and
- J9.1.3.4. Shall submit to the Authority, within three (3) calendar months of the end of each contract year, a financial statement for that period, including only the income and expenditure relating to this Contract.
- J9.1.4. The Contractor shall keep books of account in accordance with best accountancy practise with respect to the Contract showing in detail:
- J9.1.4.1. expenditure on wages and salaries;
- J9.1.4.2. administrative overheads;
- J9.1.4.3. expenditure on consumable items;
- J9.1.4.4. payments made to Sub-Contractors / Contractors;
- J9.1.4.5. capital and revenue expenditure;
- J9.1.4.6. other expenditure incurred by the Contractor in the day-to-day performance of the Contract;
- J9.1.4.7. record of all goods or services obtained at no charge from the Authority or any other government agency; and
- J9.1.4.8. the Contractor shall have items available above for inspection by the Authority upon reasonable notice, and

shall present a report of the same to the Authority as and when requested.

- J9.1.5. The Contractor shall procure that the following are maintained:
- J9.1.5.1. an accurate record of the Authority's Property at the Authority's Premises;
 - J9.1.5.2. an accurate record of the Contractor's Equipment at the Authority's Premises;
 - J9.1.5.3. a full record of all incidents relating to health, safety and security which occur during the Contract Period;
 - J9.1.5.4. and the Contractor shall have the items required by paragraph 9.1.5 available for inspection by the Authority as and when requested. The Contractor shall maintain such other records and make the same available to the Authority as the Authority may reasonably require.

J9.2. The documentation

- J9.2.1. During the term of this Contract, certain documentation shall be produced by or for the Contractor. For the purpose of these Administrative Instructions, documentation shall be defined as any item or document which relates to the performance of the Contract ("the Documentation") and shall, without limitation, include such other documents which relate to the performance of the Contract, including, whether as hard copy or electronic data.

J9.3. Security and confidentiality of documentation

- J9.3.1. From the Commencement Date the Contractor shall be responsible for the security and confidentiality of all Documentation. The Contractor shall control and monitor the issue, use and return of the Documentation issued by the Contractor to his Sub-contractors, Contractors and third parties and the security and safe storage of such Documentation.
- J9.3.2. The Contractor shall procure that the Documentation is managed and controlled by his Sub-contractors and Contractors in the manner set out in this Schedule.
- J9.3.3. The Contractor shall use best endeavours to ensure that, after the Commencement Date, Documentation shall only be issued

for review outside the Authority where it is absolutely necessary.

- J9.3.4. The Contractor shall at all times comply with the National Offender Management Service Security Manual, The Home Office IT Security Manual, the British Standard of Information Security Management BS 7799-2:1999 (as amended or replaced from time to time), such other instructions relating to Document Security (including the Authority's Construction Unit "Technical Instructions") and any other relevant NOMS guidance and policies as may be issued by the Authority (including any revisions or amendments thereto).
- J9.3.5. Documentation issued to the Contractor remain at all times the property of the Authority and on termination or expiry of the Contract shall either be returned to the Authority in accordance with the Contract, or be certified by the Contractor as having been destroyed in a secure manner or shall be retained by the Contractor pursuant to Conditions of the Administrative Instructions.
- J9.3.6. The Authority operates a procedure to control and monitor the issue, use and return of Documentation issued to others. The Contractor will notify the Authority in writing of their nominated Document Security Officer, who will be the focal point for inquiries on all matters related to this subject.
- J9.3.7. These security requirements have been incorporated in order to prevent information detrimental to the security of the Authority coming into the possession of unauthorised persons and at the same time establish an audit trail of Documentation movement.
- J9.3.8. The Contractor shall be responsible at all times for the security of all Documentation in the keeping of the Contractor whether issued by the Authority or copied or produced by the Contractor or its agents.
- J9.3.9. The Contractor shall notify all Contractors' Staff handling Documentation of the requirements imposed by the Authority and of the procedures for maintaining security. The Contractor shall notify all others (including (without limitation) Sub-

contractors) having an interest in the Contract of the particular requirements imposed regarding Documentation security.

J9.3.10. The Contractor shall include in all contracts with Sub-contractors similar but no less strict conditions of Documentation security and shall be responsible for their compliance.

J9.3.11. The Contractor shall be responsible for ensuring that Documentation issued to others is returned.

J9.3.12. The Contractor shall arrange for the secure destruction and recording of any Documentation that is no longer required, have been superseded or are additional to the Contractor's requirements.

J9.3.13. The Contractor shall provide secure computer systems. Lockable cabinets and cupboards will be used for storing Documentation and these shall be kept locked at all times when not in use and secured at all times when offices are unoccupied.

J9.3.14. The Contractor shall report immediately to the Authority's Representative by the most expedient method the loss of any Documentation stating details of the loss and what the Contractor is doing to secure its recovery. A record of the loss, action taken by the Contractor and outcome will be made in the Contractor's monthly report (paragraph 6 refers).

J9.4. Arrangements upon termination or expiry of this contract

J9.4.1. The Contractor shall safeguard and secure Documentation throughout the Contract or until the Contract is terminated. Upon expiry or termination of the Contract, the Contractor shall agree with the Authority in writing what Documentation shall be returned or destroyed or retained by the Contractor. Any Documentation that the Contractor is required to retain shall be securely stored in accordance with this Administrative instruction and Clause 41 of the Contract.

J9.5. Retention of records

J9.5.1. The following table details the minimum period for which the Contractor shall retain Documentation. The retention periods

are on a rolling basis. All Documentation held by the Contractor upon expiry or earlier termination of the Contract must be retained for a period of twelve (12) years after the end of the Contract regardless of the period specified below:-

Document Type	Retention Period
Financial records	12 years beyond project end date
Incident records	12 years beyond project end date
Complaint records	12 years beyond project end date
Record of visitors	12 years
Personnel records	12 years beyond project end date
Staffing details	12 years beyond project end date
Administrative records	12 years beyond project end date

J9.5.2. The Contractor shall determine if there are any legislative or other requirements, which would necessitate the retention of certain Documentation for longer periods than those specified above.

J9.5.3. The retention periods apply to the primary source documents and any electronic or other types of records produced.

J9.5.4. All Documentation including those which provide full and accurate records of the Services, all expenditure reimbursed by the Authority and all payments made by the Authority, must be retained securely for a period of twelve (12) years after the final payment of all sums due under the Contract, regardless of the period specified above.

J9.5.5. To those records as they may reasonably require in order to review the Contractor's compliance with the Contract or for the extraction of information. Clause 41 of the Contract refers.

J9.6. Alternative methods of documentation storage

J9.6.1. The provision of the Services will generate a large volume of Documentation. The Contractor may propose alternative means of storage such as microfiche or electronic format for Approval. Any such proposals must comply with Relevant Legislation such as: Public Records Acts 1958 and 1967, the Taxes Management Act 1970, the Value Added Tax Act 1994,

the Companies Act 1985, EU Regulations and the Statute of Limitations.

- J9.6.2. The National Audit Office requires sight of certain original documents when conducting its audits. These include documents such as contracts, agreements, guarantees and titles to property, which may also be required as evidence to the courts. The Contractor shall ensure that such if alternative methods of document storage are proposed there must be stated methods of minimising the potential risks that may arise.

Examples of potential risks are:

- J9.6.2.1. The creation of unauthorised records;
 - J9.6.2.2. The creation of duplicated records;
 - J9.6.2.3. Corrupt, incomplete or illegible copies;
 - J9.6.2.4. Misleading copies e.g. alterations to the original not shown, subject to unauthorised alteration (accidental or deliberate), not the current version, not indexed to related documents;
 - J9.6.2.5. Unavailable for use due to system failure;
 - J9.6.2.6. Lost within the system; and
 - J9.6.2.7. Lost outside the system or destroyed.
- J9.6.3. Any such proposed system shall offer no opportunity for records/documents to be amended without an audit trail. The Contractor shall state to the Authority how it shall minimise these risks.
- J9.6.4. Effective document management systems normally provide the following facilities:
- J9.6.4.1. data capture – the means of transferring the originals to the alternative means of storage and after data capture a quality assurance process to ensure that the document has been captured accurately and can be reproduced;
 - J9.6.4.2. Indexing - identifies and classifies documents for retrieval and a quality assurance process to ensure that a document has been properly indexed;
 - J9.6.4.3. Storage media - which provide sufficient capacity and security;

- J9.6.4.4. Manipulation - enables the stored documents to be combined or manipulated to create new documents;
- J9.6.4.5. Networks - enable the stored documents to be shared and exchanged;
- J9.6.4.6. Workflow – systems and/or software which enables only particular personnel to view, authorise, edit, annotate, print etc. the stored records;
- J9.6.4.7. Retrieval, display and print. The Contractor shall advise the Authority what facilities would be included in this.

J10. Complaints procedure

J10.1. Any problem arising in relation to the Services shall be notified in the first instance to the relevant Contract Manager and Performance Manager who shall record the following details:

- J10.1.1. Nature of Complaint
- J10.1.2. Classification of complaint.

J11. ESF Helpline

J11.1. A dedicated ESF helpline is available for the Contractor to use should they require any help; details are as follows:

- Phone Number: 01925 423 423
- Email: CFO-Helpdesk@noms.gsi.gov.uk

J12. Identity Checking and Security Clearance

J12.1. Identity checking is important in ensuring people applying for posts in the NOMS HQ & the Prison Service are confirmed as being who they say they are. Security Vetting procedures check they do not pose a threat to security and will not discredit the Service.

J12.2. All Contractor's staff who will be working within the Prison establishments and the National Probation Service offices are required to undergo the identity checking and vetting process.

J12.3. Names of such staff are to be submitted to the Contract Manager for their respective region who will issue the Contractor with the appropriate form to be completed fully by the employee and, on completion, forward the document to the Security vetting department. Aside from carrying out checks prior to commencing employment, the Contractor must ensure that security vetting checks are renewed regularly, with no more than 5 years between checks for any individual.

J12.4. Non Employed

J12.4.1. Non employed workers include anyone working for the Prison Service who does not have a direct contract of employment.

This includes:

- contractors
- consultants
- fee paid
- sessional*
- agency
- locums
- secondees
- voluntary workers

J12.5. The Baseline Personnel Security Standard (BPSS) is the minimum requirement for non-employed workers. This vetting check needs should be performed every 5 years. The Contractor must ensure it has mechanisms in place to ensure that any changes in circumstances that could affect the security clearance of Contractor Staff or the integrity of the NOMS CFO programme are handled accordingly.

J12.6. Determining Security Clearance Levels

J12.6.1. Conditional appointments may not be offered pending the completion of checks.

J12.6.2. The Baseline Personnel Security Standard (BPSS) check consists of several pre-employment checks designed to:

J12.6.2.1. Ensure that all new, directly recruited staff are entitled to work in the UK, and where appropriate, meet Nationality rules for government service.

J12.6.2.2. Guard against the employment of anyone posing as a prospective employee for commercial or personal gain.

J12.6.2.3. Appendix F details the documents which should be used to assist with the identity of potential staff delivering the contract requirements.

J13. Authority's Monitoring Requirements

J13.1. The Authority will develop a structure of performance monitoring and audit processes of individual projects. This process has both an audit and support function; it is designed to reduce risks to both the Authority and the Contractor, and ensures that quality improvement across a range of criteria is built into the contract monitoring process. Areas of concern can be identified and

addressed at an early stage while, equally, examples of good practice can be shared more widely with other Provider agencies.

- J13.2. The Authority will undertake scheduled visits to Contractors and sub-contractors. These visits will verify that the services agreed in the Contract have been delivered and correspond to expenditure claimed by the Contractor in their interim claims. The Authority's Representative will consult with the Contractor on the selection of planned visits. The Authority's Representative will record the outcome of each visit; they will also agree any notes and action points with the Contractor and or sub- contractor as a result of the visit.
- J13.3. In order to ensure that the Contractor is delivering in terms of numbers, client groups and outcomes, the Authority's contract management process also incorporates monthly analysis of management information provided through CATS, performance management, quality assessment, the Contractor's reports as defined in the Administrative Instructions and customer/participant satisfaction feedback. Monthly Regional Contract Meetings and the Monthly Performance Meeting will use this data to make decisions regarding effectiveness and compliance with the Contract.
- J13.4. Performance Management meetings between the Authority's Representative and the Contractor will be held regularly, as specified in Section (vii) Administrative Instructions. The data monitored will be subject to the regional requirements agreed with the Contractor, with the methods and frequency detailed in the Administrative Instructions.
- J13.5. Contracts are monitored against:
 - J13.5.1. The agreed objectives as defined in the Contract;
 - J13.5.2. Consistent, comprehensive participant and management information data via CATS, as required by ESF Managing Authority, the Authority and its partner agencies;
 - J13.5.3. The timely and accurate return of records and reports to the Authority;
 - J13.5.4. Delivery of agreed outcomes, outputs and milestones (as documented in Schedule G, Specification);
 - J13.5.5. Quality criteria;
 - J13.5.6. The evidence of delivery;
 - J13.5.7. Participant eligibility (as documented in Schedule G, Specification).


J13.6. The Authority's view is that it is important to evaluate interventions and programmes; research feeds into continuous development of provision. The Authority will, therefore, be letting a national evaluation contract to inform this process. The Contractor will be required to co-operate with any appointed evaluators.

J14. Management Information to be supplied to the Authority and the Cabinet Office

J14.1. The following Management Information must be supplied by the Contractor to the Authority and to the Cabinet Office upon request:

Line Item Amount	Product / Service Level 2
Invoice Line Description	Product / Service Level 3
Invoice Line Number	Product / Service Level 4
Currency Code	Product / Service Level 5
Order Date	UNSPSC Code
VAT Inclusion Flag	Taxonomy Code
VAT Rate	Taxonomy Name
List Price	Geographical
Number of Items	Project Code
Unit of Purchase	Project description
Unit of Purchase Quantity	Project Start Date
Price per Unit	Project Delivery Date (Estimate and Actual)
Supplier Product / Service Code	Total project cost
Product description	Project Stage
Product / Service Level 1(Product or Service Name)	

Appendix A - Sample order

 PURCHASE ORDER		PO Number:		PO Date:		Page:	
		Revision:		Revision Date:		Contract No:	
Purchase Order Number must be quoted on all invoices and Correspondence. All Prices are exclusive of VAT. HMPS General Terms and Conditions apply unless a specific contract is agreed.							
To:		Buyer:		Deliver To (Unless Otherwise stated below):			
		Phone:					
		Represent:					
Supplier General Instructions:				Invoice To:			
Delivery Instructions:							
Line	Description	Due Date	Qty	UOM	Unit Price	Line Amount	
Total						£	

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Appendix B – Meeting Agenda

MEETING AGENDA

Article I.	LOCATION	
Article II.	DATE	
Article III.	TIME	
Article IV.		

Article V.	REASON	
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NAME	ORGANISATION / ROLE

Article	Article VII. AGENDA ITEMS
1	Apologies
2	Agree minutes from previous meeting:
3	CATS Performance Update / Threats to target
4	Action Plan Update if Required

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Article	Article VII. AGENDA ITEMS
5	Data Integrity
6	Sub Groups
7	Staffing (including Training)
8	Finance / Contracts
9	Diversity / Cross Cutting Themes / Sustainability
10	Publicity / Good Practice
11	Audit Monitoring Feedback
12	Complaints
13	Recent NOMS CFO Bulletins
14	AOB

Appendix C – Monthly Review Meeting

 National Offender Management Service	 European Union European Social Fund Investing in jobs and skills
Monthly Provider Meeting Minutes	
Purpose: To monitor and evaluate the performance of project, and implement corrective action to ensure compliance where necessary.	
Conduct of meeting: <ol style="list-style-type: none">1. If a designated member is not available, <i>a briefed deputy</i> will attend.2. Notes will have an action column. Members named for task will update the meeting on the progress of the work allocated. <p>Copies of the notes will be distributed to all members prior to the next meeting.</p>	
ESF Region:	
Date:	
Venue:	
Present:	
Apologies:	
Agree minutes from previous meeting:	
Standing Agenda Items:	
COMMENTS:	
CATS Performance	

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Issues arising Threats to targets
Action Plan Update if Required
Data Integrity
Sub Groups
Staffing (including Training)
Finance / Contracts
Diversity / Cross Cutting Themes / Sustainability
Publicity / Good Practice
Audit Monitoring Feedback

Complaints
Recent NOMS CFO Bulletins
Any Other Business
Date of Next Meeting
Copy of Minutes to be sent to:

Minutes agreed by:

Print Name:

Role:

Date:

Minutes agreed by:

Print Name:

Role:

Date:



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Appendix D – Meeting Action Points

MEETING ACTION POINTS

OWNER	DEADLINE	ACTION	STATUS

Appendix E – Monthly Provider Report

 National Offender Management Service	 European Union European Social Fund Investing in jobs and skills
Monthly Provider Report	
Organisation:	
Contract Region:	
Date:	
NOMS CFO WILL ENTER PERFORMANCE STATISTICS HERE AND THIS REPORT WILL BE SENT TO PROVIDERS ON A MONTHLY BASIS	
Issues arising:	
Outcomes removed:	
Threats to targets:	
Action Plan Update if Required:	
Data Integrity:	
Sub Groups:	

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Staffing (including Training):
Finance / Contracts:
Diversity / Cross Cutting Themes / Sustainability:
Publicity / Good Practice:
Audit Monitoring Feedback:
Complaints:
Recent NOMS CFO Bulletins:

Report prepared by:

Role:

Date:

Appendix F – Document requirements for Security Clearance

Confirming identity, address and date of birth

This guidance is provided to help ensure the right documents are produced to confirm Identity, Address and Date of Birth. Your identity needs to be confirmed. You need to provide original documentation (no photocopies) in person to the Vetting Contact Point who gave you the form.

Please note all documents must be in your current name (marriage certificate excepted).

Two documents must show your current address (one must be within the last three months)

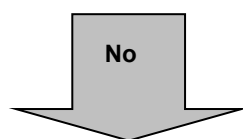
One document must show your date of birth

One document must have your photograph

Confirming Identity

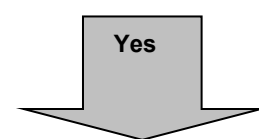
Which documents do you need to provide?

Can you produce any documents from Group 1?



3 documents must be seen.

**One document from Group 1
plus any two from Groups 1 or 2**



5 documents must be seen.

Five documents from Group 2

List of Valid Identity Documents	
Group 1	Group 2
Current Passport - any nationality	Marriage/Civil Partnership Certificate
UK Birth Certificate issued within 12 months of date of birth – full or short form acceptable including those issued by UK authorities overseas, such as Embassies, High Commissions and HM Forces	Vehicle Registration Document (Document V5 old style and V5C new style only)
UK issued Driving Licence (including provisional with photograph) England/Wales/Scotland/Northern Ireland/Isle of Man; either photocard or paper. A photocard is only valid if the individual presents it with the counterpart licence	Exam Certificate e.g. GCSE, NVQ, O levels, Degree
EU National Identity Card – EU countries only	Birth Certificate
HM Forces ID Card (UK)	National Insurance Card (UK)
UK Firearms Licence	NHS Card (UK)
Adoption Certificate (UK)	Certificate of British Nationality (UK)
End of Group 1	Connexions Card (UK)
	<p>One of the following documents from the United Kingdom Borders Agency (UKBA) (formerly the Immigration and Nationality Directorate (IND)) (UK) – Do not use more than one of the following documents.</p> <ul style="list-style-type: none"> • Convention Travel Document (CTD) • Stateless Person's Document (SPD) • Certificate of Identity (CID) • Application Registration Card (ARC)
	Mail Order Catalogue Statement*
	Bank/Building Society Statement*

<p>* These documents must be less than 3 months old</p> <p>These documents must not be printed off the internet</p>	<p>Addressed Payslip*</p> <p>Credit Card Statement*</p> <p>Benefit Statement* e.g. Child Allowance, Pension</p> <p>Store Card Statement*</p> <p>Letter from a Head Teacher*</p> <p>Utility Bill* electricity, gas, water, telephone – including mobile phone contract/bill</p> <p>A document from Central/Local Government/Government Agency/Local Authority giving entitlement (UK)* (e.g. Department for Work and Pensions, the Employment Service, Customs & Revenue, Job Centre, Job Centre Plus and Social Security)</p>
<p>Continued overleaf</p>	

<p>** These documents must be less than 12 months old</p> <p>These documents must not be printed off the internet</p>	<p>Financial Statement** e.g. pension, endowment, ISA</p> <p>P45/P60 Statement**</p> <p>Court Claim Form (UK)** documentation issued by Court Services</p> <p>TV Licence**</p> <p>Mortgage Statement**</p> <p>Insurance Certificate**</p> <p>Council Tax Statement (UK)**</p> <p>Work Permit/Visa (UK)**</p> <p>CRB Disclosure Certificate**</p>
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Appendix G**Publicity regulations for NOMS/ESF Funded projects**

These Publicity Regulations may be updated from time to time and it is the responsibility of the Contractor to comply at all times with the current Regulations that are applicable to the European Social Fund.