



Department  
for Work &  
Pensions

# **Call-Off Specification for Intensive Personalised Employment Support (IPES) Iteration 2**

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# Section 1: Overview

## Introduction

1.1 The Intensive Personalised Employment Support (IPES) Programme has been designed in line with the Department for Work and Pensions (DWP) objectives set out in the Single Departmental Plan<sup>1</sup> to deliver a modern, fair and affordable welfare system making a positive difference to citizens' lives by extending opportunity, strengthening personal responsibility and enabling fulfillment of personal potential, along with plans for how these will be achieved and measured.

DWP's objectives include:

- building a more prosperous society by supporting people into work and helping them to realise their potential, and
- improving outcomes and ensuring financial security for disabled people and people with health conditions by increasing opportunities to realise their full potential with the help of the welfare system and through the labour market.

1.2 The Government confirmed in the Improving Lives: the Future of Work, Health and Disability Command paper<sup>2</sup> the continuing commitment to helping those with disabilities move into work, by moving them nearer the labour market through a more personalised tailored employment support.

1.3 DWP is ensuring that people with disabilities can access personalised support by:

- investing in a wide range of employment support measures to ensure support is available for a large, diverse group;
- continuing to build the capability of Jobcentre work coaches and strengthening engagement with people with disabilities;
- working with employers to create an inclusive environment and enabling them to offer more job opportunities to these groups, and

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<sup>1</sup> Updated 23 May 2018.

<sup>2</sup> Improving Lives: The Future of Work, Health and Disability, Department for Work and Pensions, December 2017.

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/663399/improving-lives-the-future-of-work-health-and-disability.PDF](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/663399/improving-lives-the-future-of-work-health-and-disability.PDF)

- continuing to build the evidence base to understand what works for these groups.

## **The Call-Off Specification**

- 1.4 The Secretary of State for Work and Pensions is inviting Providers, who have entered into the Umbrella Agreement for Employment and Health Related Services (UAEHRS) to participate in Mini Competition(s) in respect of each of the Lots to which they have been appointed under the UAEHRS, to submit tenders for a Call-Off contract to deliver IPES services in the relevant Contract Package Areas (CPA(s)). This Call-Off Specification supplies information about DWP’s requirements with the intention that potential bidders can develop comprehensive delivery proposals and relative pricing schedules.
- 1.5 The Call-Off Specification comprises two parts:
- the main requirements for delivery, and
  - the Annexes.

## **The IPES Offer**

- 1.6 IPES is a new voluntary provision covering England and Wales for people with disabilities and complex barriers to work who are referred to as “harder to help”. They would be considered by Jobcentre work coaches to be more than 12 months from the labour market without intensive support. The intensive support could not be met by either the existing options available in the Jobcentre or from other DWP contracted provision.
- 1.7 IPES focuses on supporting the harder to help group into employment by delivering support tailored to an individual’s needs, focused on overcoming barriers, identifying and achieving employment aspirations and providing consistent contact and intensive support throughout the Participant journey. It will consist of three main areas:
- Introduction – the achievement of successful outcomes depends on building and maintaining quality relationships between the Participant and a dedicated, consistent Key Worker. The focus in the introduction period should be on forging successful relationships, getting to know the Participant and building trust.
  - Support into employment – the focus will be on preparing Participants for work which may include preparation for other provision and support. This includes explaining the potential impact on the Participant’s benefit payments and sourcing prospective employers to identify appropriate employment opportunities. As the relationship builds between Participant and Key Worker, they will focus on further steps such as partnership working with appropriate specialist services and identifying and establishing a wider support

network, prioritising and addressing key needs to support Participants to overcome their barriers to work.

- Sustained In-Work Support (IWS) – providing a service to both the Participant and the employer, investing in the sustained development and up-skilling of the employer and their staff with the aim of transitioning the ongoing IWS responsibility to the employer once provision has ended, maximising the use of existing support, particularly Access to Work (AtW).

**NB.** Claimants on IPES will still have to meet their benefit conditionality requirements e.g. interviews with work coaches whilst on IPES provision.

## Participant Outcomes

- 1.8 The key outcome for IPES is sustainable paid employment rewarded on a payment by results basis linked to earnings over time.
- 1.9 To ensure that all Participants receive support and have a positive and meaningful experience under IPES, DWP expects to see evidence in the Participant's Action Plan (see paragraph 2.28) of how progress will be made towards employment, or self-employment and improvements to health and wellbeing, such as increased confidence and improved management of disability. Discussions regarding progress against the Action Plan may include (but would not be limited to) whether, since the Action Plan was put in place, there is:
- an increase in the ability and confidence of Participants in managing their disability;
  - evidence of increased confidence and ability on the part of the Participants in managing everyday tasks;
  - greater Participant wellbeing;
  - evidence of increased confidence and ability to undertake job searches;
  - evidence of job seeking activity;
  - evidence of experience in a work environment (see paragraph 2.6).

## Intensity of Support

- 1.10 Participants on IPES face complex barriers and are considered by the Jobcentre work coaches as being more than 12 months from the labour market. Intensive support consists of a greater frequency and duration of Provider contact and a greater depth of support beyond that offered by other DWP provisions. Providers should invest considerable time in addressing each Participant's complex barriers to work. This investment in time should be based on the Provider's assessment of the time required to build the

relationship with the Participant and to help the Participant towards employment or self-employment.

- 1.11 The relationship between the Participant and their Key Worker is integral to the success of the IPES provision and it will take time and focus to achieve the depth of understanding and rapport needed to support each Participant to overcome their complex barriers to work.
- 1.12 Work may have broader impacts for the Participant so the Provider must address all of the Participants' concerns and requirements regarding work experience. The Provider should identify with each Participant how the AtW Programme could support them to sustain employment.

## **Service Requirements**

- 1.13 An outline of the IPES service requirements are set out below (see Section 2: Service Requirements):
  - Work with DWP approved Signposting Organisations (SOs) to direct potential Participants to the Jobcentre for referral onto IPES. See paragraph 2.10 for further detail.
  - Warm Handover meeting between the Jobcentre, the Provider and the Participant. See paragraph 2.14.
  - Assignment of a Key Worker throughout the Participant's time on provision.
  - Provision of intensive, personalised Pre-Work Support.
  - Identify and address sources of concern for each Participant as they progress towards employment or self-employment.
  - Establish the extent of each Participant's wider support network and work with each Participant to develop a sustainable support network that meets the Participant's needs.
  - Build relationships with employers and other local contacts to identify suitable vacancies and work opportunities.
  - Provide intensive, personalised IWS for Participants who find work, linking to AtW where appropriate.
  - Check the possible impact on the Participant's welfare benefits of any paid employment undertaken by each IPES Participant and ensure these are understood by each Participant.

- Provide an Employer Support Offer for employers to ensure sustainability of employment once the Provider transitions support of a Participant to the employer (including AtW).
- Develop an Action Plan for each Participant on provision and complete an IPES Exit Activity Plan and IPES Progress Report at the end of provision.
- Arrange and conduct case conferencing to maintain the relationship between the Participant, the Jobcentre representative and the Provider and help to ensure demonstrable progress is being made in line with each Participant's Action Plan.
- Arrange and conduct a Case Conference to hand back the Participant to the Jobcentre or transition to the employer, where appropriate, at the end of provision.

## Critical Success Factors

1.14 The Critical Success Factors (CSFs) which will be used by DWP to determine the overall effectiveness of the IPES Programme are set out below. DWP will use the bidding process to establish how bidders intend to deliver against these CSFs and to determine detailed quantifiable performance measures.

- **CSF 1:** Help people who have a disability and complex barriers to work, and who want to work but require intensive support, to achieve and sustain that goal.
- **CSF 2:** Ensure each Participant receives a personalised offer of support to assist them in finding work which will include the review and development of a sustainable support network, tailored to an individual Participant's needs. Support Participants to increase independence, confidence and motivation, and facilitate entry into sustainable work or preparation for another provision.

## Contract Package Areas

1.15 IPES will be provided in a number of Contract Package Areas (CPAs) across England and Wales.

1.16 A mini competition will be called off the following CPAs and one contract awarded in each CPA, using the UAEHRS Lots 1, 2, 3, 4, 5 and 6:

- Central England
- North East England
- North West England (including Greater Manchester)
- Southern England
- London and the Home Counties
- Wales

## Volumes and Contract Values

1.17 DWP has established that the eligible group can be clearly identified. DWP analysts have looked at previous DWP provisions and initiatives and the current economic conditions to develop forecasts of volumes of persons who would be eligible for, and benefit from IPES. The numbers stated at paragraph 1.18 only include individuals on benefit likely to meet the eligibility and suitability criteria and with whom DWP can mandate interventions. They are based only on the figures for individuals who are already receiving interventions. The number of individuals on voluntary Intervention regimes are not included in the figures shown in paragraph 1.18 below.

1.18 The table below sets out DWP's estimate of the maximum anticipated starts and anticipated monetary value for each CPA for the duration of the contract (up to 4 years of referrals). Please note the figures in the table below are estimates only. DWP has made these estimates in good faith. DWP cannot give any guarantee of volumes of starts or contract values. The figures in the table below are given on a non-reliance basis and are subject to change in the absolute discretion of DWP.

Table 1 – Contract Volumes and Values

		<b>IPES Maximum Anticipated Starts</b>	<b>IPES Maximum Anticipated Contract Value (£ rounded to nearest £100k)</b>
CPA1	Central England	1,672	6.7m
CPA2	North East England	2,080	8.3m
CPA3	North West England (including Greater Manchester)	1,704	6.8m
CPA4	Southern England	1,492	6.0m
CPA5	London and the Home Counties	2,156	8.6m
CPA6	Wales	896	3.6m
<b>TOTAL</b>		<b>10,000</b>	<b>£40m</b>

## Funding Model

1.19 There will be two distinct elements to the IPES funding model:

- A Service Fee; and
- Two Job Outcome Payments - subject to the conditions set out at paragraphs 5.6 to 5.9 (self-employed outcomes are covered in paragraph 5.10)

Please see Section 5 for more information about the funding model.

## Provision Duration

1.20 The maximum time on provision is 639 days, consisting of up to 456 days Pre-Work Support and a minimum of 182 days IWS, with day 639 being for Participants who work night shifts (where their shift starts on day 638 and ends on day 639).

## Programme Evaluation and Improvement

1.21 Understanding what works for this group is a key outcome for DWP and DWP is developing a Programme Evaluation strategy to determine the long-term impact of IPES. DWP will use data (including but not limited to information recorded by DWP itself, the Management Information (MI) Providers are contractually required to provide to DWP, and other knowledge captured as part of the delivery of the provision) to conduct quantitative and qualitative research to ascertain the nature and efficacy of the support provided to Participants.

DWP or researchers on behalf of DWP may visit and interview a sample of Participants, the Providers, and their supply chain and support network as part of DWP's evaluation of IPES. DWP or researchers on behalf of DWP may also operate a control group of Participants as part of DWP's evaluation of IPES.

1.22 Providers must co-operate with DWP's Programme Evaluation of IPES and all activity conducted or commissioned by DWP for that purpose. DWP will contact Providers in advance about any such activity.

To drive continuous improvement across IPES at contract and national level, providers will be required to regularly review their delivery, actively collaborating with other IPES providers and the wider market, to identify and share best practice, successful delivery methods and emerging innovation. Providers will be required to update DWP on a regular basis and provide an end of project evaluation report.

## The Disability Confident Scheme

1.23 The Disability Confident scheme aims to help employers make the most of the opportunities provided by employing disabled people. It has been developed by employers and disabled people's representatives. The scheme takes employers on a journey from being Disability Confident Committed (Level One) to being a Disability Confident Employer (Level Two), then going on to be a Disability Confident Leader (Level Three). Providers signing up to Disability Confident is a condition of contract with DWP and becoming a Level Three, Disability Confident Leader must be obtained within 12 months of the IPES contract award. As Disability Confident Leaders, Providers will be showing disabled people that they are serious about leading the way and helping other businesses become Disability Confident. More information can be found on the following webpage:

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

1.24 Providers will ensure sub-contractors achieve a minimum Disability Confident status at a level commensurate to the proportion of IPES provision that sub-contractors deliver in the CPA, as follows:

- Disability Confident Level 1 – from 5% up to 25% delivery in CPA;
- Disability Confident Level 2 – more than 25% up to 50% delivery in CPA;
- Disability Confident Level 3 – more than 50% delivery in CPA.

The sub-contractors Disability Confident status must be achieved within 12 months from the date the sub-contractor commences delivery of IPES provision. Regular MI on this is required as part of sub-contractor data updates.

## Life Chances Through Procurement (LCTP)

1.25 DWP is required by the Public Services (Social Value) Act 2012 to have regard to economic, social and environmental well-being in connection with public services contracts. DWP's contracts also include obligations under the Equality Act 2010.

1.26 Life Chances<sup>3</sup> Through Procurement (LCTP) is part of DWP's response to these obligations. The Life Chances Schedule in the Standard Terms and Conditions communicates this to DWP Providers. The Life Chances Schedule addresses the following Priority Groups:

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<sup>3</sup> <https://www.gov.uk/government/publications/life-chances-through-procurement-guidance-for-dwp-contractors>

- **Disabled People:** a person is defined as disabled under the Equality Act 2010 if they have a physical or mental impairment that has a substantial and long-term negative effect on their ability to do normal daily activities;
- **Young People:** people under 25 are under-represented in work and training which affects future life chances and increases social inequality;
- **Older Workers:** people over 50 are often overlooked for employment opportunities despite high levels of skill and experience;
- **Black and Minority Ethnic People:** a person who identifies themselves as being of non-white descent;
- **Ex-Offenders:** people with unspent convictions who often face discrimination resulting in difficulty securing employment;
- **Apprenticeships:** providing work and practical training with study for people from all walks of life.

1.27 It is mandatory to include the Life Chances Schedule in DWP contracts where the contract duration is for more than 12 months.

## **Section 2: Service Requirements**

### **Aim of the IPES Provision**

- 2.1 The aim of the provision is to help people who have one or more disabilities and complex barriers to work and who want to work but require intensive support to achieve that aim.

### **Participant Group Eligibility and Suitability**

- 2.2 The IPES cohort is pan-disability, pan-benefit and available to individuals whether or not they receive a welfare benefit. Potential Participants will be referred by the Jobcentre on a voluntary basis, however, applicants must fulfil the following eligibility and suitability criteria to be considered.

### **Eligibility**

- 2.3 To be eligible for IPES, potential Participants must:
- have a disability or disabilities as defined in the Equality Act 2010;
  - have the right to reside in the United Kingdom;
  - have the right to work in the United Kingdom;
  - reside in England or Wales;
  - not be in any form of paid employment;
  - be of working age (16 to State Pension age);
  - not be currently participating in other Department for Work and Pensions (DWP) Contracted Employment provision.

Note: For IPES in England and Wales, “working age” is defined as starting from 16 years of age. However, in England 16 to 17 year olds who are not in work are required to stay in education or training, so whilst 16-17 year olds can access IPES in Wales, in England they cannot. 18 year olds can apply if they are both eligible and suitable for IPES.

### **Suitability**

- 2.4 If the applicant fulfils the eligibility criteria, the Jobcentre work coaches must also identify those who are suitable and would benefit most from the support given by IPES. To be considered suitable for IPES, the potential Participant must:
- want to work and to volunteer for IPES;
  - have complex barriers to work;
  - be more than a year from employment in the labour market, without the support of this programme;

- require more intensive support to transition into work and require intensive IWS, beyond that offered by other DWP provision.

For clarity, complex barriers to work means that the Participant will have multiple barriers which may be a combination of personal and work related barriers which impact on their ability to find and remain in work. This may be an impairment or condition which significantly increases their barrier to work, for example, a learning disability or barriers such as homelessness, intra family violence, substance misuse and low self-esteem.

- 2.5 These criteria will be available to the Jobcentre work coaches to inform the identification of potentially eligible and suitable individuals and Disability Employment Advisers (DEAs) who will support the process.

Note: Providers are required to use their knowledge and experience of working with disabled people to inform the provision offer within their tenders in order to meet the needs of the IPES Participant group. Providers should set out in their tenders their current engagement activities with disabled people and how this has influenced the design of their provision offer. In addition, Providers must be able to support Participants with sensory impairments.

## **The IPES Delivery Model**

- 2.6 IPES will provide a personalised support offer, tailored to individual Participants' needs, including experience of 16 hours unpaid (excluding expenses) in a work environment during the Pre-Work Support period.
- 2.7 DWP considers that Providers are best placed to understand what works to help individuals back to work to achieve the IPES objectives. This could be supporting Participants to increase their independence, confidence and motivation and facilitate successful entry into the labour market and sustained employment, or by moving them closer to the labour market or other DWP provision.

The key elements of an IPES Participant's journey are:

- Participant identification;
- Eligibility/suitability assessment and initial interview with the Jobcentre work coach;
- Warm Handover referral meeting with Provider;
- Start on the IPES provision (initial meeting with Provider, see paragraph 2.19) including starting the needs assessment period;
- Case conferencing;
- Pre-Work Support;
- In-Work Support;
- Provision exit;
- On-going IWS provided by the employer.

- 2.8 A flowchart of the end-to-end IPES Participant Journey can be found at [Annex 1](#).

## **Participant Identification**

- 2.9 Participants eligible and suitable for the IPES Provision will be identified by either:
- A Jobcentre work coach, or
  - Signposting Organisations (referrals to the Provider will still be made via the Jobcentre).

## **Signposting Organisations (SOs)**

- 2.10 As well as Jobcentre work coaches, Organisations will be approved by DWP to identify potentially eligible and suitable individuals for signposting to the Jobcentre and for onward referral to IPES if the Jobcentre consider that the individual is eligible and suitable for IPES provision. The Jobcentre terms such organisations, Signposting Organisations. Providers will need to identify potential SOs for IPES and approach the Jobcentre to determine local arrangements for approval e.g. by local partnership managers. Guidance on the SO process can be found in the IPES Provider Guidance (IPES PG).
- 2.11 Some individuals that would benefit from IPES currently have limited contact with the Jobcentre, for example the ESA Support Group, non-legacy/Universal Credit (UC) benefit recipients and individuals who are not claiming benefits. Providers will be expected to engage with SOs in order to identify eligible and suitable Participants. The Jobcentre will be responsible for conducting eligibility and suitability checks when considering whether individuals identified by SOs should be referred to the IPES provision. See paragraph 2.83 for information on marketing by Providers.

## **The Jobcentre Initial Interview and Eligibility/Suitability Check**

- 2.12 Potential Participants will be required to have an initial interview with the Jobcentre work coach to determine their eligibility and suitability for IPES. The initial interview will be held in the Jobcentre.
- 2.13 If an individual is deemed eligible and suitable for IPES by a Jobcentre work coach, further information on the provision will be provided by the Jobcentre work coach to enable the potential Participant to make an informed choice about whether to participate. The information provided to each potential Participant will include the features and advantages of IPES, the impact (if any) on the potential Participant's welfare benefits, what support is available and information about the Provider. If the individual decides to participate in IPES, the Jobcentre work coach will arrange a Warm Handover and referral

meeting with the Provider. The Provider will be required to be flexible to respond to the request for a Warm Handover from the work coach at any time during Jobcentre business hours.

## **Participant Referral Process Including Warm Handover**

- 2.14 A Warm Handover meeting between the Jobcentre work coach, the IPES Provider and the Participant will enable the sharing of information regarding each Participant with the Provider to enable them to offer a personalised service to each Participant. The Provider will be expected to have an appropriate person with full knowledge of the IPES offer ready and available to speak to the potential Participant.
- 2.15 The Jobcentre work coach will arrange the Warm Handover meeting, which will be a 3-way conference call where telephony and room availability allow, otherwise the standard telephony available to the Jobcentre work coach will be utilised.

The Warm Handover meeting will:

- Enable the Jobcentre work coach to introduce the Participant to the Provider;
- Enable the Participant to have an initial conversation with the Provider, where the Provider's representative can engage with the Participant and explain what to expect whilst on IPES, taking into account their disability, barriers to work, aspirations and skills;
- Allow the Participant and Provider to exchange contact details and agree a time, date and location for the first face to face Provider meeting (Note: see Annex 5 Definitions for what amounts to 'face to face' for these purposes), and
- Address any issues or concerns of the Participant, for example, accessibility issues and any additional support they require.

There might be circumstances where it is not possible for the Participant to engage with the Warm Handover meeting due to restrictions caused, for example by their disability, these should be in exceptional circumstances only. Where this occurs Providers must supply the Participant with the time, date and location for the initial face to face Provider meeting, using the appropriate methods available.

- 2.16 If the Participant agrees to start IPES, the Jobcentre work coach will generate a referral to the IPES Provider using the DWP IT systems. IPES Providers must acknowledge a Participant referral on the DWP IT systems, by accepting or rejecting the referral within 2 working days of the receipt of the referral (the day of receipt of referral is deemed as day one). Where a duplicate referral for

a Participant is identified, or where a referral is inappropriate, the Provider must reject the referral in the DWP IT systems. Guidance on the process can be found in the IPES PG for the correct action to be taken and the rejection reason.

- 2.17 A Participant cannot start on IPES without a DWP IT systems referral being received by the Provider (or in the case of a Special Customer Record (SCR) the relevant clerical referral process has been fully complied with). Multi Agency Public Protection Arrangements (MAPPA) cases need to be managed via a specified process with restricted access. Guidance on the SCR and MAPPA processes can be found in IPES PG.

## **Identity Checks**

- 2.18 The Provider must ensure that in all communications with Participants they are satisfied they are engaging with the correct person.

To do this, they may ask Participants to confirm their personal information such as:

- Full name;
- Address;
- NINO;
- Date of Birth;
- Other personal information, such as details included within the original referral from the Jobcentre;

## **Initial Meeting with Provider**

- 2.19 The Provider must hold an initial face to face meeting with the Participant and begin the initial needs assessment within 15 working days of the date the referral was acknowledged in the DWP IT systems. The date of this meeting will be recorded as the day the Participant starts on provision. See paragraph 2.76 on delivery location requirements. During the time between the Warm Handover telephone call and the initial meeting with the Participant the Provider must maintain contact with the Participant to ensure on-going engagement.

At the, initial face to face meeting the Provider must check:

- The Participant's ID;
- Whether the Participant is in any form of employment, including zero hour contracts; and
- Whether the Participant is expecting a final payment from any previous employer, for example Payment in Lieu of Notice (PILON)

- 2.20 At the initial face to face meeting with the Participant, the Key Worker will discuss the Participant's support needs and will focus on the Key Worker getting to know the Participant, to develop the Participant's support package. The Provider must issue Participants with an Induction Pack which must include as a minimum: Health and Safety Instructions; Data Protection Act (DPA)/General Data Protection Regulation (GDPR) responsibilities of the Provider; travel and expenses declaration, to be signed by the Participant; map(s); location/contact details; expectations, the Provider complaint process and attendance requirements.
- 2.21 The initial needs assessment is a fundamental step in the Participant's progress towards employment and will form the basis of the Participant's Action Plan. This initial meeting should be held with the Participant's dedicated Key Worker, however, if this is not possible there must be a separate face to face introductory meeting with the Participant's Key Worker.
- 2.22 The initial meeting will allow the Participant and Provider to start the Action Plan. A first draft of the Action Plan must be created at the initial meeting and signed by the Participant and the Provider on the day of the initial meeting. This Action Plan (see paragraph 2.28) will be developed over the next 20 working days after the initial meeting and will be based on the Participant's needs assessment. The Action Plan must be issued to the Participant and a copy retained by the Provider and forms part of the evidence of a Start on provision.
- 2.23 The outcome of the initial meeting must be recorded in the DWP IT systems within 15 working days from the date the referral was acknowledged in the DWP IT systems as either Start (the Start date on the provision), 'Did Not Start' or 'Did Not Attend'. The date recorded may be a retrospective date if the Provider enters a Start date after the initial meeting was conducted.
- 2.24 A 'Did Not Start' can only be entered on the DWP IT systems where a Participant **attends** their initial meeting with the Provider but does **not** start provision e.g. due to starting work, illness, changes in circumstances, the Provider establishes that they are not or no longer eligible or suitable for IPES **or** where an error is discovered after the referral has been accepted on the DWP IT systems but prior to the initial Provider meeting date. In these cases, Providers must cancel the DWP IT systems referral, recording a cancellation reason 'Did Not Start'. Guidance on the process is contained in IPES PG.
- 2.25 A 'Did Not Attend' should be entered on the DWP IT systems where the Participant fails to attend the initial meeting e.g. due to starting work, changing their mind, illness or changes in circumstances. This includes cases where the Provider identifies prior to the meeting that the Participant will not be attending. Providers must cancel the referral in the DWP IT systems recording a cancellation reason 'Did Not Attend'. Guidance on the process is contained in IPES PG.

## Key Worker, Frequency and Nature of Contact

- 2.26 The quality of the Participant's relationship with their Key Worker is critical to achieving a successful outcome for the Participant. IPES Participants must have a consistent Key Worker throughout their time on provision, so far as possible, including the IWS phase. Caseload sizes must allow Key Workers sufficient time to properly deliver the services and appropriate level of support, to each Participant, as agreed in their Action Plan.
- 2.27 Participants must be offered a **minimum** of weekly face to face contact and any additional contact as required. As a minimum, face to face meetings **must take place every four weeks** throughout their time on IPES provision. Providers are expected to maintain the intensity of support with more frequent interventions when required by Participants. All activity should be recorded on the Participant's Action Plan.

## Action Plan

- 2.28 An Action Plan must be created and agreed for each Participant starting the provision, to be signed by the Provider and the Participant at the initial face to face meeting. As a minimum the Provider should agree the following with the Participant;
- The date and time of the next meeting or contact;
  - The location of the next meeting;
  - The offer of weekly meetings;
  - Any further adjustments or support required;
  - The Participant's preferred method of communication; and
  - Any action to take in preparation for the next meeting, for example, a list of the Participant's support network or other action to be agreed.

The Action Plan must then be updated with more detail within 20 working days of the initial meeting.

- 2.29 The Action Plan will focus on the intensive support needs of the Participant. It must contain measurable, realistic targets, designed to help the Participant identify complex barriers to work, set out steps to overcome them and progress towards employment. It will be an iterative plan, monitored, reviewed and updated throughout the duration of the Participant's time on IPES.
- 2.30 The Action Plan is fundamental to the Case Conference discussions (see paragraph 2.41). Guidance on the process is contained in IPES PG.

The Action Plan will be used to measure a Participant's progression in the following areas;

- Managing their health condition or disability;
- General self-efficacy;

- Wellbeing;
- Job search self-efficacy;
- Job seeking activity;
- Experience in a work environment.

2.31 The Action Plan must show the support and frequency of engagement with the Participant. An offer of weekly face to face support must be evident. The Action Plan must be updated every 4 weeks as a minimum during the pre-employment period, reflecting any changes, and signed by the Participant, after each meeting. It must be updated when the Participant enters employment and at least every 4 weeks during all periods of IWS. The Provider must retain the updated Action Plan throughout the Participant's time on IPES provision and for the duration of the contract for audit and compliance purposes.

## **Pre-Work Support**

2.32 Providers must deliver personalised support tailored to meet the needs of each Participant to help them move into work or closer to work.

2.33 Participants will need a wide range of employment interventions to support them in their journey towards work. This may include but is not limited to, job carving, as well as steps to employment, such as work experience, volunteering opportunities and supported internships. Where a Participant wishes, the Provider will support them in pursuing self-employment opportunities and will develop a support package to help them achieve this.

2.34 Providers will ensure that all Participants have experience in a work environment of 16 hours unpaid during the Pre-Work Support period. These 16 hours of experience in a work environment must be recorded on the Action Plan. Providers must demonstrate in their tender how they will meet this requirement.

2.35 Other examples of support activities are listed below. This list is not exhaustive, the support activities required will depend upon and be driven by each Participant's needs:

- providing the Participant with job search skills and career guidance;
- providing the Participant with job interview experience;
- training the Participant;
- helping Participants overcome a wide range of non-work based barriers, for example skills gaps, to support focus on moving towards employment;
- identifying appropriate networks, charities, advocates, etc. to help meet the individual's specific employment needs;

- providing the Participant with work-related independence skills, for example use of assistive technology;
- arranging a period of experience in a work environment for the Participant, for example work placements, work experience, apprenticeships, in-house experience or shadowing;
- providing access for the Participant to health and support services including both physical and mental health support, counselling and mentoring;
- addressing non-disability-related barriers to work of the Participant such as housing issues, addiction problems, debt and/or long-term unemployment.

Providers are asked to set out in their tender any additional activities they will provide.

- 2.36 Providers must ensure that whilst the Participant is on IPES provision the support provided is appropriate to their needs. This could include signposting the Participant to medical support and help with accommodation/housing needs and engaging with voluntary or charitable organisations.

## **Sustainable Support Network**

- 2.37 IPES Participants may be isolated from friends, family and peers and so Providers must identify and build a sustainable support network for each Participant that should address negative impacts. This will include identifying and working to resolve issues within the Participant's current relationships.
- 2.38 A sustainable support network will enable Participants to be connected to the community and build strong supportive relationships. Providers must build and utilise a sustainable support network tailored for each Participant, incorporating as appropriate, family, friends, peers, Local Authority representatives (including Children's Services), charities, employers and professionals, with a focus on helping the Participant move into work or closer to employment. This is critical for long term resilience and sustainability. The steps the Provider takes to build and utilise a sustainable support network for the Participant should be recorded in the Participant's Action Plan.

## **Integration with Local Services**

- 2.39 Providers should ensure IPES integrates with local and specialist services, supporting local service integration and working with the resources and successful provisions available within local areas. This will support effective use of local funding streams and the expertise of local service Providers so that Participants with complex barriers to work can receive co-ordinated and holistic support. Providers will be expected to engage with other agencies to prevent duplication, share information effectively and join up support packages for Participants.

2.40 Providers must demonstrate partnership-working in their tender. Providers must, as a minimum, be able to show links with the following:

- Public Health commissioned services for people in substance misuse provisions;
- Services providing support for victims of domestic violence or sexual crime – particularly to support victims who have moved to a new area and need support to find employment;
- Troubled Families programme. This is administered by The Ministry of Housing, Communities and Local Government (MHCLG) and covers England only. Local Authorities identify troubled families in their area and assign a Key Worker to act as a single point of contact.
- Local Authorities - people being supported by social care services including Children's Services – helping young people Not in Employment, Education or Training (NEET);
- Education and training Providers as appropriate, to help young people with disabilities who are making the transition from education to employment and need support from IPES.

## **Case Conferences**

2.41 The purpose of the Case Conference is to maintain the relationship between the Participant, the Jobcentre representative and the Provider to help ensure the Participant's needs are being met through the Action Plan.

2.42 DWP is aware there could be a variety of approaches to meet the needs of Providers, Participants and the Jobcentres in a CPA. Providers will be given flexibility to propose how they intend to deliver Case Conferencing in the CPAs taking into account the requirements set out below.

2.43 This should include:

- Three Case Conferences at regular intervals during the period of Pre-Work Support, (the final conference will be the Warm Handback at 15 months if after 456 days on IPES provision an individual is not receiving IWS), and this must include the next steps towards securing employment;
- A maximum of one hour of the Jobcentre time is allowed per conference, to include any preparatory discussions between Provider and the Jobcentre representative if required;
- Case Conferences must focus on progress against the milestones set out in the Participant's Action Plan and next steps;
- The Case Conference is to be arranged and conducted by and the discussion led by the Provider;

- How the Provider would deal with circumstances where it is not possible to hold the Case Conference;
- How the Provider will meet data security standards;
- How the Provider will meet Health & Safety standards for Case Conferences held outside of the Jobcentre premises (if face to face it must be in the Jobcentre premises);
- How Providers would deal with Case Conferencing for those migrating across CPAs (see paragraph 2.73);
- Checking with local Jobcentre service leaders that their proposal is deliverable.

Any costs incurred by the Participant must be met by the Provider and an updated Action Plan must be produced and agreed with attendees as part of the conference.

- 2.44 Providers should submit in their tenders no more than two quantitative measures which will demonstrate that Case Conferences will be delivered as intended, and these will become Customer Service Standards (CSSs). Best practice will be identified across Providers and Jobcentres to ensure we collectively deliver the most effective Case Conference approach to meet our customer and business needs in the future. DWP reserves the right to amend the Case Conference process to ensure alignment with DWP business processes.
- 2.45 If a Participant moves into work, further Case Conferences are not required, however the IPES Exit Activity plan must be agreed between the Provider and the Participant.

### **Length of Support**

- 2.46 The maximum time on provision is 639 days, consisting of up to 456 days Pre-Work Support and a minimum of 182 days IWS, with day 639 being for Participants who work night shifts, where their shift starts on day 638 and ends on day 639. Once a Participant starts on IPES provision they remain on provision until they become a Completer (see paragraph 2.47) or an Early Completer (see paragraph 2.56). Where a Participant enters employment or self-employment before day 456, they move from Pre-Work Support to IWS. The Participant continues in IWS until they complete the provision (see paragraph 2.47). If a Participant's employment or self-employment ends before day 456 the Participant moves back into Pre-Work Support. Where a Participant has received 456 days of support (consisting of Pre-Work Support, or both Pre-Work Support and IWS) provision can be extended to allow for a maximum of 639 days of support, provided that a Participant is receiving IWS on day 457 onwards. The period from day 457 is known as the "Extension Period". Relevant examples and more detail can be found at Annex 2.

## Completing Provision

### Completer

2.47 A Participant is deemed as completing IPES provision (a Completer) in any of the following circumstances:

- They have completed 456 days on IPES provision and are not in employment on day 457;
- IPES provision has been extended to allow for a minimum 182 days of IWS and they have reached the maximum provision duration of 639 days;
- They have completed at least 456 days on IPES provision, are receiving IWS, and their employment (or self-employment) ends;
- Where the Participant :
  - has reached the higher threshold outcome, and
  - has received a minimum of 182 days of IWS (for their current job), and
  - the Provider determines that their support is no longer required.

2.48 An IPES Progress Report must be completed by the Provider for each Participant when provision has ended (except Early Completers), including Participants who are disengaged and those in work (see paragraph 2.58 et seq). The IPES Progress Report details the reasons why the provision has ended, the progress the Participant has made, whilst on provision, any experience gained in a working environment and their next steps when they leave IPES. The report must be produced within 10 working days of the provision ending. A copy must be retained by the Provider and a copy issued to the Jobcentre for those cases where a Warm Handback is required. Guidance on the process is contained in IPES PG.

2.49 An IPES Exit Activity Plan must be produced when:

- the Provider transitions support to an employer or the support network, where the Participant is still in work at the end of the final period of IWS;
- provision ends and the Participant is not in work but is still engaging with the provision (see paragraph 2.47).

2.50 The IPES Exit Activity Plan must be written by the Participant's Key Worker and outline next steps and support needed when a Participant, who is still engaging, leaves provision. The IPES Exit Activity Plan must be agreed with the Participant at the final Case Conference (which could be the 'Warm Handback'). A copy of the IPES Exit Activity Plan must be sent to the Participant within 10 working days of IPES provision ending. Where the Provider transitions support over to the employer, the Provider does not send

the IPES Exit Activity Plan to the employer, although the Participant may share it with the employer if he/she wishes.

- 2.51 If a Participant is moving into employment, the IPES Exit Activity Plan must show how the employer will continue to support the Participant in their job, working with the Participant's support network as appropriate, ensuring the Participant knows how to access Jobcentre support in future and utilising AtW if appropriate.
- 2.52 For a Participant in employment, at the point they complete provision, there must be a handover between the Key Worker and the employer and the Employer Support Plan (ESP) must be revisited, see paragraph 2.62.

### **Manual End Dates**

- 2.53 Providers must manually input the end date on the DWP IT systems for a Participant in the following circumstances:
- When the Participant completes IPES provision early (see Early Completer at paragraph 2.56 et seq);
  - Between day 456 and day 639 when the Participant has received 182 days of IWS, has achieved the higher outcome threshold (employed or self-employed) and the Provider determines their support is no longer required;
  - If the Participant loses their job during the extension period, i.e. beyond day 456.

### **Automatic End Dates**

- 2.54 IPES provision will automatically end on the DWP IT systems:
- when day 456 has been reached and no extension has been entered, or
  - on day 639, when an extension has been entered.
- 2.55 Once a Participant starts IPES provision they will remain on provision on the DWP IT systems until they become a Completer or an Early Completer.

### **Early Completer**

- 2.56 A Participant is an Early Completer if IPES provision is no longer appropriate for them.
- 2.57 IPES provision will no longer be appropriate when a Participant:

- moves outside of England or Wales for a period longer than the remaining time on IPES provision; or
- has been diagnosed with a terminal illness and chooses to leave IPES provision; or
- has died.

2.58 An IPES Progress Report and IPES Exit Activity Plan are not required for an Early Completer. The Provider will need to input an early end date into the DWP IT systems for Early Completers.

## **Disengagement and Re-Engagement**

2.59 A Participant disengages when they are not able to engage with the Provider. This could occur due to the changing health of a Participant, or if they otherwise fail to attend an appointment or participate in an agreed activity. When a Participant is not able to engage with the Provider, the Participant will remain on the IPES programme and the Provider will be expected to make efforts to re-engage with them and resume support when the Participant indicates they wish to resume provision. A Participant who disengages before day 456 is entitled to re-engage up to day 456.

2.60 If the Participant disengages, the Provider must try to re-engage with them and record details of steps taken to re-engage on the Participant's Action Plan. The Provider must contact the Participant within 24 hours of disengagement to establish the circumstances of the disengagement, using the method(s) of contact agreed with the Participant.

2.61 If the Provider is unable to contact the Participant, they must attempt to make contact with the Participant on a daily basis over 5 working days so far as reasonable and proportionate to the Participant's circumstances as set out in their Action Plan. If the Provider is unable to engage with the Participant after 5 working days or if the Participant declares they no longer wish to participate in IPES, the Provider must inform DWP. If the Participant re-engages, the Provider should inform DWP. The Provider must record on the Participant's Action Plan the method(s) of communication used to contact the Participant and the date(s) of attempted contact and notifications to the Jobcentre work coach. If the Jobcentre advises there is a valid reason for non-engagement, for example hospitalisation, the Provider will be expected to encourage re-engagement in due course in consultation with the Jobcentre within the allotted time on provision.

## **In-Work Support (IWS)**

2.62 For Participants moving into work an Employer Support Plan (ESP) must be completed by the Provider and issued to the employer within 10 working days of the Participant starting employment.

- 2.63 The ESP must set out the support the Provider will give to the Participant and the employer during the IWS period to help the Participant sustain employment. It will also include the Participant's support needs from the employer after the Provider is no longer involved, after the period of IWS.
- 2.64 The Provider must provide tailored IWS to both the Participant and the employer to help the Participant stay in work. The IWS should be provided by the same Key Worker, so far as is possible, and to the same frequency and intensity as during the pre-employment support phase. The same level of support will be expected for those Participants who choose to become self-employed. It is not intended that the Provider acts in a small business advisor capacity, rather the Provider should continue to support the Participant with on-going management of their barriers to work as they would with an employed Participant. Providers should signpost the Participant towards agencies that can support them with appropriate business advice, including helping the Participant to access the AtW provision.
- 2.65 Support for each Participant must include, but is not limited to:
- continued contact and support from their Key Worker, who must offer weekly face to face contact at a minimum, with any additional contact as required. A face to face meeting must in any event take place every 4 weeks, including where appropriate, the Participant being accompanied to the workplace by the Key Worker, and the Key Worker supporting the Participant in meetings with the Participant's line manager and colleagues;
  - on-going engagement with the Participant's wider sustainable support network (both formal and informal networks);
  - practical actions, for example socialising and integration in the work environment, journey planning, pre-start visits for familiarisation, establishing a buddy in the workplace;
  - facilitating any reasonable adjustments required and where appropriate, ensuring Access to Work (AtW) assistance is in place from the outset.
- 2.66 The Action Plan must be updated when the Participant enters employment or self-employment and at least every four weeks throughout IWS. The Provider must provide an IPES Exit Activity Plan to the Participant within 10 working days of the end of provision, when the Participant is still in work and the Provider transitions support over to the employer.
- 2.67 Providers must explain and calculate the impact of any paid employment on any benefits which the Participant is receiving and ensure these are fully understood by the Participant.

## **Employer Support Offer**

- 2.68 All Providers will be expected to have and to build strong links to national and local employers, helping to build disability confidence and to increase the capacity and sustainability of employers including Small and Medium Enterprises (SMEs) to recruit and retain disabled people. Providers should evidence in their tender how niche and expert delivery partners, including social enterprises, can form part of the supply chain or be potential employers.
- 2.69 Providers must provide a full employer support offer focussed on working with the employer so that they can continue to support the Participant in work after the provision has ended. This will include meeting with employers and their staff and encouraging employers to find champions/advocates within their workplace. This will also involve up-skilling employers and developing a support network that will continue to work together to meet the Participant's needs and help them to sustain employment.
- 2.70 Providers have a role in developing the confidence of the employers they work with in the delivery of IPES, to accommodate disabled people in their work place and to understand the principles of "Disability Confident". Providers are encouraged to support employers to achieve at least Disability Confident level 1. Providers will regularly report the Disability Confidence level of employers as part of MI. This will be reported to DWP on a regular basis and form part of MI. This includes increasing an employer's disability awareness and capability. Providers will need to ensure that employers are able to continue to support each Participant with their support network and AtW where appropriate once the delivery of IWS by the Provider ends.

An ESP must be produced within 10 working days after the Participant starts employment. The plan must include arrangements for transfer of support to the employer when the Participant leaves the provision.

## **Change of Circumstances**

- 2.71 If a Provider becomes aware of any change of circumstances which would impact a Participant and their welfare benefits they must remind the Participant of their obligation to notify the Jobcentre of the change(s).
- 2.72 Providers must have processes in place to receive changes of circumstances from DWP, consider them, and take action when appropriate.

## **Participant Moving to Another Geographical Area**

- 2.73 If a Participant moves to another CPA within England or Wales they will remain the responsibility of the original Provider. It will be up to the original Provider to arrange appropriate support via their strategic partners to deliver the service requirement until the end of the Participant's IPES provision. For Participants who move outside of England and Wales for a period that is expected to be longer than the Participant's remaining time on IPES provision,

their IPES provision will end. Any potential Participants who move to England or Wales from Scotland or Northern Ireland will be considered for any relevant provision, including IPES, using the agreed Jobcentre referral routes.

## **Re-Referrals**

- 2.74 A Participant can be considered for re-referral, subject to their Jobcentre work coach's re-assessment on whether a re-referral is the most suitable option. A Participant who has been unable to complete their IPES provision may be re-referred back to IPES in the future. For example, this may be appropriate where a Participant's IPES participation is prevented due to a long hospital stay and they have not been able to participate for the full duration of the IPES provision.
- 2.75 To be eligible to be considered for re-referral, all of the following criteria must be met:
- the Participant still meets the eligibility and suitability criteria,
  - an eligible employment or self-employment Outcome Payment must not have been payable from previous participation on IPES,
  - 638 calendar days must have lapsed since the Participant previously started IPES provision (639 days for a Participant who worked night shifts) and
  - the Participant has not been re-referred to IPES previously.

## **Delivery Location**

- 2.76 The Provider is required to deliver the IPES provision across the entire CPA via a range of engagement methods that may include but is not limited to fixed delivery premises and outreach services (on a permanent and/or temporary basis).
- 2.77 To ensure that IPES is accessible to all Participants, all premises must be easily accessible to Participants, including those using public transport. Premises must meet all legal requirements and provide facilities commensurate with the requirements of this IPES Call-Off Specification, and be compliant with the Equality Act 2010. Providers will be required to ensure that if Participants have to travel to meetings at the Provider's premises, they can do so by public transport and such travel will take no longer than 90 minutes in each direction, by a route and means appropriate to their circumstances. Where a Participant's health condition limits their ability to travel, the Provider is expected to make appropriate arrangements to meet the Participant, for example at outreach locations.
- 2.78 Providers may not always be able to be located in current Jobcentre sites as some existing sites may not be available in the future and lease conditions may not permit sharing of premises. Providers will be able to use DWP premises for business such as Case Conferences.

## **Safeguarding**

- 2.79 When the Jobcentre identifies an individual as vulnerable, the Provider will be notified. Safeguarding procedures must be followed when dealing with these individuals to take account of the unique challenges they may face when being referred to IPES provision (guidance on the process is contained in IPES PG).

## **Digital Technology**

- 2.80 Providers are encouraged to use existing digital technology and explore the potential of new and emerging technologies, as part of the package of support they provide for Participants. This is both in terms of providing more choice over how the Participant engages with the Provider and the provision of employment support, improving the digital skills of the Participant. This use should recognise the different needs of Participants and adhere to DWP's confidentiality and data sharing policies. The Provider must be able to communicate with and receive communications from DWP by unencrypted email.

## **Support Cost**

- 2.81 Providers are responsible for all costs associated with attendance on IPES provision, as and when required, and tailored to Participants' needs.

This includes but is not limited to:

- funding a Participant's travel costs to attend IPES provision, including all disability-related travel costs;
  - childcare and caring costs;
  - the cost of advocate support, including interpreters;
  - accessibility equipment/adjustments and associated costs (see [Annex 4](#)).
- 2.82 If a Participant attends interviews arranged as part of the support to move them into work, for example to undertake work related activities, job interviews or other related interviews and Case Conferences, then the Provider is responsible for funding the Participant's costs.

## **Communications, Marketing and Naming Convention**

- 2.83 IPES Providers can decide the best way to promote IPES services and can use their own branding on marketing materials, however 'Intensive Personalised Employment Support' should appear prominently within all public facing materials. The following sets out acceptable IPES naming conventions:

- The 'Intensive Personalised Employment Support' name cannot be used merely as a page footer, it must be prominent;
- The 'Intensive Personalised Employment Support' name can appear alongside Provider branding within a logo but it must be prominent;
- 'Intensive Personalised Employment Support' must be written in full, the 'IPES' acronym must not be used in the title but could be used in the body of the product;
- Use the correct DWP logo, as set out in the Generic DWP PG, and accessed through the DWP Communications Centre.

## **Letters, Forms and Reports/Plans**

2.84 Providers must always use the relevant DWP forms, letters and reports/plans versions as detailed in the IPES PG and its annexes.

## **Implementation, Contract Duration and Outcomes**

2.85 The IPES Call-Off services will consist of:

- an implementation period from the Contract Commencement Date to the Service Start Date (by which time the Provider must be ready to receive referrals); then
- referrals will take place between the Service Start Date and the Referral End Date of up to 4 years of referrals, dependent upon when the Call-Off Service Start Date occurs; and
- service delivery, including in work, will continue for a maximum of 639 days after the last start on provision; then
- for employed (automated) outcomes – any outcome(s) must be achieved within the total of 639 calendar days qualifying period to be eligible for a payment. For self-employed (non-automated) outcomes – the final date that any claim for payment can be accepted will be 700 calendar days from an individual's start on provision. This is made up of the maximum 639 calendar days on the provision plus 61 day period to claim the Outcome Payment (see 5.23-5.26);
- there will be on-going contractual obligations on the Provider that will be set out in the contract terms and conditions, for example document retention requirements;
- DWP will have an option to extend referrals for up to 2 years beyond the original Referral End Date.

## **Performance Management**

2.86 The Provider will be required to provide a Monthly Performance Return (MPR) as part of the MI to be provided by the Provider to DWP containing key data

that drives the performance of the contract. The content of the MPR will be determined by DWP, informed by dialogue with the Provider. More specific information, including the format and deadlines for the MPR, will be included in the contract terms and conditions with supporting guidance in the IPES PG, prior to the contract Start date.

- 2.87 The MPR is likely to include, but is not limited to, information such as the following:
- caseload sizes per Key Worker;
  - the number of members of Provider staff assigned to IPES within the Provider delivery model;
  - Provider performance against the CSSs; and
  - the performance and management of the supply chain.
- 2.88 DWP will collect data on the support offered to Participants at individual and Provider level, for example frequency of meetings attended, support and activities offered.
- 2.89 DWP may amend and/or supplement the information it requires in the MPR at any time, including but not limited to amendments to cover the Provider's organisational structures and mechanisms for delivery of the Services.
- 2.90 Providers will also be expected to provide DWP with any information it may require in order to fulfil its legal obligations under legislation including, but not limited to, the Freedom of Information Act 2000, the Data Protection Act 2018 and the GDPR.

## Section 3: The Commercial Approach

### Overview

- 3.1 IPES will be called off the UAEHRS under the Light Touch Regime. UAEHRS Providers in each of the following Lots will be invited to tender for a contract in that Lot. For the avoidance of doubt, DWP will refer to CPAs for the IPES Call-Off but they will align geographically with the Lot structure of the UAEHRS. It is anticipated that DWP will let one IPES contract per CPA. DWP reserves the right to combine two or more CPAs.

A mini competition will be called off the following CPAs and one contract awarded in each CPA under the UAEHRS Lots 1, 2, 3, 4, 5 and 6:

- Central England
- North East England
- North West England (including Greater Manchester)
- Southern England
- London and the Home Counties
- Wales

- 3.2 The procurement process will consist of five key stages:

1. Initial Response
2. Tender Assurance
3. Commercial Dialogue
4. Final Offer
5. Further Additional Services or Innovations

For the IPES Initial Response, DWP require IPES Bidders to submit a written response to **all** qualitative ItT evaluation questions which includes the Tender Assurance Questions. Responses to the Tender Assurance Questions will also be used to support the Tender Assurance process and, as such, IPES Bidders will not be permitted to submit revised responses to the Tender Assurance Questions at the Final Offer stage. In addition, the responses to the Tender Assurance Questions will not form part of the Commercial Dialogue stage.

- 3.3 The Tender Assurance process is designed to test generic aspects of similar service delivery under contracts held with DWP for the delivery of employment related services. DWP will carry out a Tender Assurance process on each IPES Bidder. This will provide confidence to DWP on the IPES Bidder's tender through, for example, site visits and interviews. This process will be outlined in the IPES Instructions to Bidders. The IPES Tender Assurance Process will produce an IPES Tender Assurance Rating, this will translate to an IPES

Tender Assurance Factor which will be applied to the Bidder's final combined Quality and Finance score. The IPES Tender Assurance approach and process will be the same for each IPES Bidder.

- 3.4 The Commercial Dialogue stage will be an opportunity to discuss a number of elements which are set out in the Instructions to IPES Bidders. The high level dialogue areas are Service Design, Delivering a Personalised Service, Supply Chain, Performance Offer, and Risks and Financial Information (CCR). Following the Commercial Dialogue sessions bidders will be invited to submit a Final Offer which will be evaluated by DWP to select preferred bidders.
- 3.5 At all selection stages IPES Bidders will be expected to provide evidence to demonstrate their ability to deliver the requirements set out in this IPES Specification.
- 3.6 DWP reserves the right to re-issue updated versions of all or part of the IPES ITT suite of documents at any time prior to the date advertised for IPES Bidders to submit their IPES Final Offer to DWP. In addition DWP also reserves the right to revise that date to provide a reasonable and proportionate amount of time for IPES Bidders to respond to that update. If DWP issues an updated version of any part of the IPES ITT suite of documents after it has notified IPES Bidders whether they have met the notified initial compliance and financial criteria, DWP will not re-open the IPES Mini-Competition Initial Response Stage in the light of such update.
- 3.7 Any clarifications or updates to the IPES ITT documents will be issued to all IPES Bidders, who remain in the IPES procurement process at the time DWP issues the clarification or update, at the same time to ensure transparency and equal treatment.

## **Performance Offer Evaluation**

- 3.8 At the Initial Response stage of the process IPES Bidders will provide their indicative performance conversion rate which will inform the Performance Offer discussion at Commercial Dialogue stage. The Department will use the indicative performance conversion rates received across all IPES Bids and the performance information published at **Annex 1** IPES Instruction to Bidders to determine a minimum performance level for each IPES job outcome and an upper tolerance limit. The upper tolerance limit is the maximum performance level that DWP determines is achievable under an IPES contract. The minimum performance levels and upper tolerance limit may vary between the different CPAs.
- 3.9 The minimum performance levels and upper tolerance limit will be published following the Commercial Dialogue Stage, and in advance of the Final Offer stage. IPES Bidders will be required to submit a performance conversion rate at Final Offer stage within the parameters of the minimum performance levels and the upper tolerance limit. Detailed information on this is provided within the Instructions to Bidders.

- 3.10 At Final Offer stage the performance offer will be evaluated as part of the financial evaluation. Please refer to the Instructions to Bidders for further information.

## **Price Offer Evaluation**

- 3.11 At the Initial Response stage of the process, IPES Bidders will provide their indicative total contract price which will inform the Risks and Financial Information session at Commercial Dialogue stage. The Department will use the indicative total contract price information received across all IPES Bids and the feedback from the Commercial Dialogue stage to determine a minimum unit cost which will be published in advance of the Final Offer stage. IPES Bidders will be required to submit a total contract price which is no less than the minimum unit cost published by the Department.

## **Initial Additional Services or Innovations**

- 3.12 At the Initial Response stage, if the IPES Bidders total contract price means that the proposed unit cost is **below** £4,000, IPES Bidders will be invited to set out what additional services or innovations they could deliver if the balance of funding between their bid unit cost and a £4,000 unit cost were made available (“Initial Additional Services or Innovations”). Any Initial Additional Services or Innovations proposed may be discussed at the Commercial Dialogue stage.
- 3.13 Where DWP considers that any of these Initial Additional Services or Innovations would enhance the IPES Service Requirement nationally, DWP may incorporate those Initial Additional Services or Innovations into a further iteration of the IPES Specification which will be published in advance of the Final Offer stage. In such circumstances DWP will give IPES Bidders a reasonable and proportionate amount of time to put together their Final Offer to take account of any changes to the IPES Specification.
- 3.14 The services outlined in the IPES Specification (which may include any Initial Additional Services or Innovations included as part of a revised IPES Specification) will form the “core” IPES Service Requirements on which IPES Bidders will make their Final Offers.

## **Further Additional Services or Innovations**

- 3.15 At the Final Offer stage, IPES Bidders will be invited to set out what further additional services or innovations they could deliver should the balance of funding between their bid unit cost and a £4,000 unit cost be made available (“Further Additional Services or Innovations”). These Further Additional Services or Innovations will not include anything that has been incorporated into a revised IPES Specification as an Initial Additional Service or Innovation.

Tenders will be evaluated on the basis of the IPES Specification (as revised). Any Further Additional Services or Innovations included in a Final Offer are **not** evaluated for the purpose of selecting the preferred bidder.

- 3.16 After the winning IPES Bid has been identified in each CPA, DWP will consider any Further Additional Services or Innovations proposed by the winning IPES Bidder, at the Final Offer stage, and may seek to improve the winning bid by incorporating these Further Additional Services or Innovations into the IPES Contract with the winning bidder. Further Additional Services or Innovations are separate and additional to the core IPES Service Requirements set out in the IPES Specification (as revised).
- 3.17 DWP will pause the delivery and funding of any Further Additional Services or Innovations added to the Contract post-Final Offer if the IPES Provider fails to deliver the core services required in the IPES Specification (as revised) and as set out in their winning IPES Bid.

## The Commercial Timeline

- 3.18 The table below sets out the proposed procurement timetable. This is intended as a guide and whilst the Authority<sup>4</sup> does not intend to depart from the timetable it reserves the right to do so at any stage. Should the Authority need to depart from this timetable it will inform Bidders of changes as soon as practicable.

Table 2 – The Commercial Timeline

Activity	Dates
Issue Invitation to Tender	13 <sup>th</sup> March 2019
IPES Bidders IPES Initial Stage Responses	29 <sup>th</sup> March 2019
<ul style="list-style-type: none"> <li>- IPES Commercial Dialogue Stage</li> <li>- IPES Tender Assurance</li> </ul>	15 <sup>th</sup> April to 17 <sup>th</sup> May 2019
IPES Bidders Submit IPES Final Offer	31 <sup>st</sup> May 2019
IPES Final Offers evaluated	3 <sup>rd</sup> June to 5 <sup>th</sup> July 2019
IPES Contract Award	August 2019
Further Additional Services or Innovation Stage	August 2019

<sup>4</sup> The term Authority used here and throughout Section 3 refers to the Secretary of State for Work and Pensions.

## **Contract Duration and Start Date**

- 3.19 The IPES contract will run for up to 4 years of referrals with the option to extend referrals by up to 2 years, subject to available funding and satisfactory performance. As the Services will be delivered to each Participant for up to 639 days, Providers will continue to deliver the service until 639 days after the last start on the programme. DWP reserves the right to reduce this period, at no cost to DWP, by giving notice to the Provider in accordance with the termination clause in the contract Terms and Conditions.
- 3.20 The call-off service delivery start date will be 4<sup>th</sup> December 2019.
- 3.21 On the service delivery start date Providers must be ready across their entire CPA(s) to receive referrals and offer Participants a place on the IPES programme in line with the requirements outlined in Section 2 of this Call-Off Specification.

## **IPES Tender Evaluation**

- 3.22 The IPES Mini-Competition evaluation will be a 4 stage process:

- Stage 1 – IPES Mini-Competition Initial Response
- Stage 2 – IPES Tender Assurance
- Stage 3 – IPES Mini-Competition Commercial Dialogue
- Stage 4 – IPES Final Offer

More details on each of these stages is set out in the IPES Mini-Competition ITT.

## **Market Share**

- 3.23 DWP reserves the right to limit the number of contracts awarded to any one organisation to 40% of market share in order to preserve, as far as possible, a diverse supply base. Organisations within the same group of companies are considered as one organisation for this purpose.
- 3.24 If DWP decides to exercise the right to limit the number of contracts awarded to an organisation, it will make its decision as to which contract (or contracts) to award to that organisation based on several factors. These include:
- the difference in score between the first place bidder and the second place bidder in each relevant CPA;
  - the preferences of bidders;
  - existing ties of bidders to particular CPAs; and
  - wider value for money concerns.

- 3.25 If the number of contracts awarded to any one organisation is limited for reasons for market share, DWP will consider whether the number of contracts that would be awarded in consequence to any other organisation would exceed 40% of market share. If it would, then DWP reserves the right to limit the number of contracts awarded to that organisation in turn, relying on the non-exhaustive list of factors above.
- 3.26 DWP will consider the extent to which the market share provisions apply before going on to consider whether any of the contracts to be awarded to any single bidder should be combined.
- 3.27 If an IPES Bidder is successful in winning two IPES contracts, DWP reserves the right to combine these as one IPES contract. In this scenario, the unique aspects of each winning IPES Bid including, but not limited to, supply chain information, performance offer and price will be incorporated as separate schedules within the contract to reflect the differences in each CPA.

### **Notification to Preferred Providers**

- 3.28 The Authority anticipates that it will be in a position to name the preferred Providers during August 2019. It may at that stage require the preferred Providers to enter into an Access Agreement to facilitate access to customer systems, sites, data and people.

### **Standstill Period and Award of contracts**

- 3.29 When the contract documents are ready to be signed, DWP will notify all Bidders of its intention to award the contracts. DWP will not conclude the awards until the end of the standstill period, which will last 10 calendar days. Contract signature will follow the end of the standstill period.

### **Debrief to Unsuccessful Bidders**

- 3.30 At the commencement of the standstill period DWP will provide all bidders with feedback on their responses. Unsuccessful Bidders will be provided with details of the characteristics and relative advantages of the successful tender(s). DWP will provide an opportunity for debriefing of unsuccessful Bidders at the end of the standstill period.

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

- 3.31 The parties to any Contract recognise that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply in respect of the Services provided, although the DWP makes no

representations or warranties in this regard. All Bidders should obtain their own legal advice on the applicability of TUPE.

## **Open Book Accounting**

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

## **Costs and Expenses**

- 3.34 Bidders are not entitled to claim from the Authority any costs or expenses which may be incurred in preparing and/or submitting a tender. This applies whether or not the Bidders or any other organisation is successful and also applies to any additional cost a Bidder may incur if the Authority modifies or amends its requirements or if the Authority cancels this procurement for whatever reason.
- 3.35 The Authority reserves the right to discontinue this tendering process at any time and not to award a contract.

## **Working with Small and Medium Enterprises and Voluntary, Community and Social Enterprises**

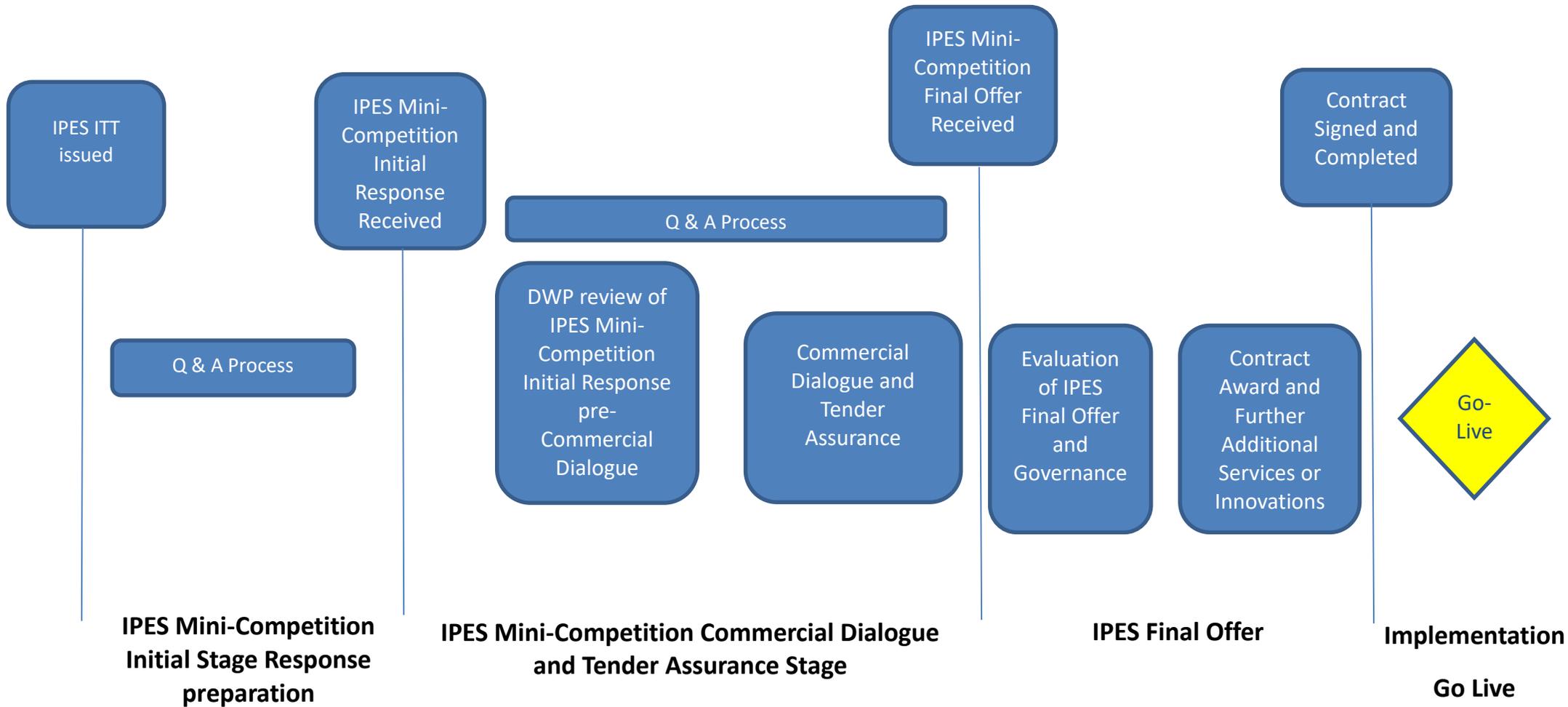
- 3.36 DWP is committed to supporting the Government target of 33% of Government spending with third party Providers to go to SMEs through either direct or indirect spend where it is relevant to the contractual requirement and provides value for money. For IPES, DWP has an aspirational target of 40% spend, either directly or indirectly, to be with SMEs. DWP therefore requires Providers to make their sub-contracting (if applicable) opportunities accessible to SMEs and implement SME-friendly policies by:
- opening their supply chain to SMEs by splitting requirements into smaller elements to make them more attractive to the SME market whilst bringing innovation, flexibility and value for money;

- advertising any sub-contracting opportunities above a minimum subcontract threshold of £25,000 using Contracts Finder;
- paying SMEs earlier than the contractual requirement of 30 days from receipt of valid invoice where possible; and
- working with SMEs throughout the contract to develop innovative and cost effective solutions delivered through the supply chain.

3.37 DWP is required to provide regular reports to the Cabinet Office on the level of procurement spend with SMEs and Voluntary, Community and Social Enterprises (VCSEs). To measure and accurately report on this, each IPES Provider shall be required to provide and ensure that, where applicable, its sub-contractors provide DWP with such information as it requires to identify the amount the Provider spends on subcontracting, and separately how much the Provider spends directly with SME or VCSE organisations in the delivery of the contract. Such information shall be provided by IPES Providers on a quarterly basis to DWP or Cabinet Office as required.

3.38 Regular contract review meetings in respect of each IPES Contract will be used to enable both DWP and each IPES Provider to explore continued and increased use of SMEs and VCSEs where appropriate throughout each IPES Contract. Additional information may be requested by DWP from each IPES Provider as regards the volume of business undertaken throughout the supply chain in respect of each IPES Contract.

## IPES Evaluation Process



## **Section 4: Performance Management**

### **Delivery Expectations**

#### **Introduction**

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

#### **Performance Expectations**

- 4.3 DWP is seeking proposals from each Bidder for robust and stretching performance levels and measureable Minimum Performance Levels (MPLs). On award of the contract the MPLs and CSSs agreed with DWP will form the contracted MPLs and CSSs in the contract entered into with the successful Bidders. DWP is committed to ensuring that all Participants have an experience that moves them closer to the labour market, even when they do not achieve sustained employment during their time on the provision.
- 4.4 The MPLs proposed in your tender will be tested at all stages of the procurement process including assumptions made and evidence provided. The performance management regime will measure Providers against the contracted MPLs and CSSs and DWP will utilise appropriate commercial levers to ensure a good quality of service for all Participants.
- 4.5 DWP also requests Bidders to specify a predicted “Earnings PI” (the number of Participants each Month which the Bidder anticipates would need to have earned an income from employment for the Contractor to achieve the relevant Required Number of Outcomes (RNO)). This is to enable the DWP to carry out Performance Indicator Reviews from time to time as part of review of the Bidder’s performance.
- 4.6 Performance against employed and self-employed outcome targets will be measured and managed on a cohort profile basis (a cohort encompasses Participant Starts in a calendar month). However, only one lower threshold and one higher threshold payment per Participant will be paid to the Provider and each will need to meet the criteria for that job outcome. To generate the higher level Outcome Payment, the higher level earnings threshold (employed) or days in self-employment (self-employed) must be achieved, irrespective of whether the Participant has already qualified for the lower threshold.
- 4.7 Any one outcome (lower or higher) cannot be a mix of self-employment and paid employment.

- 4.8 For those in employment, a lower threshold Outcome Payment will be achieved when a Participant's earnings reach an earnings threshold equivalent to the Participant working at the National Living Wage (NLW) for the over 25s for 16 hours per week for 91 days. A higher threshold Outcome Payment will be achieved when the Participant's earnings reach an earnings threshold equivalent to the Participant working at the NLW for the over 25s for 16 hours per week for 182 days. Please refer to paragraph 5.6. Achievement of these outcomes will be identified automatically by DWP. To allow for data consolidation and ensure optimum accuracy there will be a 2 month delay between receipt of the data and payment to the supplier for each Employed Job Outcome.
- 4.9 Self-Employed Outcomes will be achieved when the Participant has been trading on a self-employed basis for a cumulative period of 91 days (lower threshold outcome) and 182 days (higher threshold outcome) within the period the Participant is on IPES provision. As part of making a successful claim, the Provider will need to identify and submit self-employment claims. A full explanation of self-employed outcomes can be found in Section 5 of the specification.

## **Performance Management and Compliance**

- 4.10 DWP operates a robust Performance Management and Intervention Regime (PMIR) to ensure contracts deliver value for money for the taxpayer and to ensure Providers are accountable for delivering what is outlined in their contract. This is detailed in the IPES PG.
- 4.11 Providers will be responsible for managing the contract, including addressing poor performance with sub-contractors. Providers will need to ensure that all systems and processes (including tracking) used for the monitoring and recording of performance are robust and provide a clear audit trail of evidence, and give confidence to DWP that the Provider and its supply chain are delivering the commercial vehicle agreement in accordance with the Provider's contractual obligations.
- 4.12 The Provider must appoint named contacts who will work with the DWP Performance Manager to ensure that the required standards and performance levels are met.
- 4.13 DWP Performance Managers will continuously review performance both informally and formally and will hold regular review meetings with Providers which will focus on achieving contractual performance and service targets and improving performance and delivery.
- 4.14 DWP will use MI received monthly, quarterly and as requested for the on-going management of the contract, for monitoring and evaluation purposes and for discussion with Providers.
- 4.15 Each Provider will have monthly discussions with DWP to review performance and trends achieved against contractual requirements. Performance

Improvement Plans (PIPs) will be used to monitor and support continuous improvement and monitor agreed performance improvement actions. Providers are reminded of the self-assessment process as shown in the IPES PG.

- 4.16 Within an overall framework DWP will employ an active and consistent PMIR. This will centre on monthly Contract Performance Review meetings (CPR) which will be the key vehicles through which DWP drives delivery of performance and service delivery through these contracts. Providers must meet all of the Provider MI requirements as detailed in the IPES Terms and Conditions prior to CPR and at any other time as required.
- 4.17 CPRs will be conducted by DWP with each Provider and will focus on reviewing the Provider's delivery of services against the contractual MPLs and CSSs. Provider performance will be managed on both quantitative and qualitative aspects of the contracts, including, but not limited to, an in-month, rolling three month, rolling 12 month and cumulative basis from day one of the contract.
- 4.18 DWP will use MI presented by the DWP IT systems for the on-going management of the provision and for discussion with Providers. DWP will expect Providers to capture and use their own MI and retain evidence for contractual and performance purposes.
- 4.19 Providers must update their DWP Performance Manager immediately on any changes to information, data, progress, processes, procedures and issues relating to this contract.
- 4.20 DWP will actively monitor the service delivered against the performance levels using a combination of IT-based management information and compliance monitoring checks.
- 4.21 DWP's performance teams may visit Provider's premises on an ad hoc (announced and unannounced) basis to investigate performance.
- 4.22 DWP reserves the right to recover from a Provider any costs or expenses incurred by DWP as a result of invoking formal performance improvement action.
- 4.23 DWP is committed to transparency on how its provisions are working, so Providers need to be aware that MI will be shared with other Providers and may also be included in published official statistics. Providers must treat MI they have access to as confidential, and for their sole use, ahead of formal publication. Official statistics may also include DWP's assessment of delivery of the services against the contractual MPLs and CSSs at Provider level.
- 4.24 At a national level DWP will host regular Operations, Partnership and Stakeholder Forums to give a strategic focus to provision performance and delivery.

## Employment of a Participant by a Provider

- 4.25 The Provider must notify DWP when they or a supply chain partner employs an IPES Participant within a part of their business directly related to IPES contracted provision. Providers will not be eligible to receive an Outcome Payment for anyone they or their supply chain partner(s) have employed directly or indirectly, or use/contract with on a self-employed basis. The earnings from any such periods of employment or self-employment with the Provider or its supply chain partner(s) cannot count towards the achievement of an Outcome for either payment or performance purposes. An example of this would be where:
- A Provider or a supply chain partner uses/contracts with a Participant on IPES as a private Information Technology (IT) contractor to work on their systems.
- 4.26 The Provider must not provide any financial incentive, however funded, to employers to support the employment of Participants.
- 4.27 The Provider must not make a payment, from whatever source, to an employer or offer employers either a full or part contribution towards a Participant's wage.
- 4.28 If a Provider provides funding for equipment or training of a Participant, the equipment and/or training required must be detailed within the Employer Support Plan along with the funding being provided. This funding must only be used for the purpose set out within the ESP.
- 4.29 For self-employed Participants, where the Participant has a clear business plan which would benefit from financial support through either working capital and/or equipment, the Provider may provide funding up to a maximum of £1,000 for working capital and/or equipment per Participant for the purpose of the self-employed business. The Provider must retain evidence of the Business Plan and any payments related to the working capital and/or equipment. A failure to do so could result in the Outcome Payment being disallowed for payment and performance purposes. AtW may also be available to support such Participants.
- 4.30 If a Provider decides to provide working capital and or equipment to a self-employed Participant to support their business the Provider should not consider this to be a loan to the individual.
- 4.31 If a Provider fails to retain evidence of equipment or training purchases, or evidence that the Provider has offered a financial incentive to secure an employment outcome, DWP will treat this seriously and, depending on the circumstances, DWP may seek to terminate the contract.
- 4.32 If an Outcome Payment has been made in the above circumstances and DWP later discovers this DWP will seek to recover the payment.

## Performance Expectations – Minimum Performance Levels (MPLs) and Customer Service Standards (CSSs)

4.33 The following tables and paragraphs show the categories under which performance will be measured and managed and the standards which relate to the delivery of customer service.

4.34 Tender Minimum Performance Levels (tMPLs):

Table 3 – Minimum Performance Levels

<b>tMPL</b>	1	X% of starts to achieve the lower earnings threshold; and
	2	X% of starts to achieve the higher earnings threshold

Discussions on Bidders' tenders will take place during the Commercial Dialogue process.

4.35 Customer Service Standards (CSSs):

Table 4 – Minimum CSSs

<b>CSS</b>	1	The Provider must either accept or reject 100% of referrals in the DWP IT systems, within 2 working days of the referral. As per para 2.16 in this specification.
	2	For 95% of Participants the Provider must, within 15 working days from the date the referral was acknowledged: of:  (i) Hold the initial face to face meeting, and  (ii) Record on DWP IT systems the date of the initial face to face meeting and the relevant outcome; Start, Did Not Start, Did Not Attend as per para 2.19 in this specification.
	3	In 97% of cases an Action Plan must be agreed and signed by both the Provider and Participant on the day of the initial meeting and developed over the next 20 working days after the initial meeting, and will be based on the Participant's needs assessment, as per para 2.22 et seq in this specification.
	4	A Warm Handback Case Conference with the Jobcentre must be arranged and facilitated by the Provider for 100% of Participants where required by this specification as per para 2.43 in this specification.
	5	Providers must complete an IPES Progress Report and IPES Exit Activity Plan for 100% of Participants where required by this specification. The reports must be produced within 10 working days

		of IPES provision ending, as per para 2.48 et seq in this specification.
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4.36 If Providers do not meet the required standards there will be financial consequences. Further details can be found in Terms and Conditions.

Where Providers fail to meet one or more of the CSSs DWP reserves the right to consider failure against this measure as a Default / Service Failure notifiable to the Provider.

### **Deferral and Forfeit of the Service Fee**

4.37 Where a Provider fails to meet any of the CSSs listed in this Specification, or any of the CSSs which it proposes in its tender, DWP has the right to defer each monthly Service Fee payment by fifty percent (50%) until the failure is rectified. Where deferral has been ongoing for at least six (6) Months DWP has the right to forfeit any payments which had been deferred during that period. Where the period during which referrals are made under the contract comes to an end any payments which are deferred are automatically forfeit.

4.38 Clause C6 of the IPES Terms & Conditions sets out the detail relating to deferral and forfeit of the Service Fee. In summary:

- fifty percent (50%) of the monthly Service Fee can be deferred where the Provider has failed to meet one or more of the CSSs.
- DWP will consider whether to defer Service Fee payments if a Provider has failed to meet the same CSS in two (2) Months out of three (3). However, this is without prejudice to the wider right of DWP to defer payment of the Service Fee in accordance with clause C6.
- Where DWP proposes to exercise its right to defer the monthly Service Fee it shall issue a notice to the Provider before doing so.
- Deferral of the monthly Service Fee payments shall continue until such time as DWP assesses that the Provider has met the CSSs.
- DWP retains a discretion to decide when it will measure whether a Provider has met the CSSs, and the period over which the Provider's compliance with the CSSs will be assessed.
- If DWP determines that a Provider has met the CSSs then the amounts previously deferred become payable, unless the amounts previously deferred have been forfeited.
- Where the deferral of the Service Fee has been ongoing for a period of six (6) Months or more then DWP has the right to forfeit any payments that have been deferred during that period.

- Where DWP proposes to exercise its right to forfeit the amounts previously deferred, it shall issue a notice to the Provider before doing so.
- Where the period during which referrals are made under the contract comes to an end any payments which are deferred are automatically forfeit.

## **Performance Management Regime Guiding Principles**

4.39 The Guiding Principles are:

- tMPLs, specification CSSs and tender Customer Service Standards (tCSSs) are the indicators DWP will use to measure Provider performance on IPES. DWP will also conduct Compliance Monitoring Officer (CMO) checks to assess the performance of Providers. These measures, and the Provider's ability to meet them, will be regularly assessed by DWP Performance Managers as part of business as usual, and will be fully taken into account before any formal/contractual performance action is taken.
- DWP will specify the location where the checks will take place, the expectation is that they will be centralised in DWP offices.
- The sample of Participants to be checked will be sent to Providers 5 working days prior to the CMO checks being carried out. It is expected that Providers will undertake their own compliance checks on the sample and will return their completed checks to the CMO before the agreed compliance meeting date. This 5 working day requirement is to ensure Providers can have fully informed discussions with DWP regarding the sample when the compliance checks are carried out.
- Providers are expected to have the necessary remote IT equipment, which must comply with the relevant DWP policies as defined in the appropriate section of the IPES Terms & Conditions, which Providers can bring to the meeting to enable DWP to carry out centralised checks of Providers' systems; this includes the provision of any necessary electronic evidence that is required by the CMO to undertake the checks effectively.
- All contractual levers will be used both separately and cumulatively from the start of the contract.
- Performance against MPLs, CSSs and Performance Indicators (PIs) will be reviewed on an in-month, rolling 3 month, rolling 12 month, and a cumulative basis from day one of the contract. DWP may carry out reviews over such other periods as it considers appropriate. Performance Improvement action will be considered on a monthly basis where contracted targets have not been achieved. Providers will be required to deliver performance on customer cohorts.
- All Job Outcome performance measures will include cumulative performance from day one of the contract and cumulative performance of each cohort and cohort profile.

- Any subsequent and similar Service failures within 6 months after the end date for which a Performance Improvement Notice (PIN) was issued may trigger potential termination action.
  - HMRC Pay As You Earn (PAYE) data will be used to monitor progress towards meeting PIs. If PIs are not met, a plan of action may be implemented with a view to avoiding a failure to meet MPLs. The Performance Management and Intervention Regime (PMIR) may allow under-performance to be rectified and may lessen the likelihood of formal PIN action being taken. Nothing in the PMIR shall in any way prejudice the remedies available to DWP for failure to meet any MPLs.
  - DWP's right to withhold payment of the Service Fee where there has been a failure to meet CSSs shall not limit or prejudice in any way DWP's right to take PIN/breach action in respect of such Service failure. Furthermore, nothing in the PMIR shall in any way prejudice DWP's ability to withhold payment of the Service Fee.
  - Performance league tables will be published and contracts will include transparency clauses to enable relative as well as individual contract performance assessment.
- 4.40 DWP may at its absolute discretion, vary its approach to validation to ensure ultimately it pays only for legitimate outcomes.
- 4.41 If DWP changes its approach to validation to include post-payment sampling, each such sample will be drawn from a population of similar claims paid within a defined period. Where, when checking any such sample, DWP identifies Outcomes have been paid incorrectly/in error, the error rate will be extrapolated across the population of claims from which the related sample was drawn and associated monies overpaid will be recovered from the Provider.

## Section 5: Payment Model

### Background

- 5.1 The IPES Funding Model will predominantly be Payment by Results (PbR) to drive sustainable job outcomes. DWP will pay for most employed outcomes measured using earnings data provided by HMRC. Self-employed outcomes will be based on evidence of trading during the period of self-employment. Providers will track and claim self-employed outcomes (see Annex 5 Definitions).

### Summary

- 5.2 There will be two elements to the IPES Payment Model (1) a Service Fee and (2) Outcome Payments.

### Service Fee

- 5.3 The Service Fee will be an amount payable by DWP to the Provider on a monthly basis in respect of each month in which Referrals are made. The Service Fee will be calculated as follows:
- 30% of the estimated Total Contract Value (TCV) as estimated by DWP in its absolute discretion.
- 5.4 Where the Service Fee is determined by DWP in its absolute discretion as due:
- It will be paid monthly in arrears at a date to be agreed (without the Provider needing to claim);
  - A proportion of the Service Fee, up to a maximum of 15% of the TCV, (such proportion to be agreed between DWP and the Provider) will be paid over the first 12 months in which Services are to be provided, to facilitate start-up costs and initial period of Service delivery;
  - Payment for the remainder of the Service Fee will be paid in equal monthly payments throughout the period between the Contract Start Date and the Referral End Date.
- 5.5 DWP may defer Service Fee payments if formal Performance Improvement action is taken as a result of the Provider failing to meet Customer Service Standards. Further information can be found at clause C6 of IPES Terms and Conditions and paragraphs 4.37-4.38 of this IPES Specification.

### Outcome Payments

#### Employed Outcome Payment

- 5.6 An Employed Outcome Payment will be triggered when a Participant on IPES achieves in the (456 + 182) day period from the Participant's Start Date on IPES:

- Earnings equivalent to 16 hours per week for 91 days, at the adult rate (aged 25 or over) of the NLW. This currently stands at £1,629, (the “lower threshold outcome”) and will be uprated in line with NLW; and
- At a higher threshold calculated at 16 hours per week for 182 days at the adult rate (aged 25 or over) of the NLW. This currently stands at £3,257 (the “higher threshold outcome”) and will be uprated in line with NLW.

5.7 The lower threshold outcome takes into account that some Participants may fall out of employment due to fluctuating health conditions or not be able to work for the same duration/hours.

5.8 An Outcome will be achieved when earnings become equal to or surpass the NLW adjusted threshold appropriate on the date of the payment which caused cumulative earnings to trigger the threshold. Cumulative earnings below the threshold which are paid prior to threshold uprate will not be pro-rated towards the increased threshold – their value will remain and contribute towards the new threshold which will have to be met in full.

5.9 The Funding available for Outcome Payments equates to 70% of Total Contract Value (TCV). This funding will be apportioned as follows:

- 20% of the total Outcome Payment (14% of TCV) for the lower threshold, and
- 80% of the total Outcome Payment (56% of TCV) for the higher threshold.

### **Self-Employed Outcome Payment**

5.10 For self-employed Participants a Provider’s entitlement to claim an Outcome Payment will be triggered when a Participant achieves and the Provider can robustly evidence:

- a cumulative period of not less than 91 days’ self-employment (the “lower threshold outcome”);
- a cumulative period of not less than 182 days’ self-employment (the “higher threshold outcome”);

**Please note:**

- for validation purposes, a week of self-employment is defined as a minimum of one days self-employment within any seven day period (which does not overlap with any other week of self-employment) where the Participant was for that week also either off benefit (i.e. not claiming or receiving any unemployment related state benefit) or for Participants continuing to claim Universal Credit (UC), complying with relevant UC requirements for the self-employed.

5.11 Any period of self-employment can only be counted once regardless of whether the Participant has one or multiple self-employed occupations during that period.

5.12 A Provider can receive a lower threshold Outcome Payment for a Participant in respect of self-employment and a higher threshold Outcome Payment for the same Participant in respect of employment (and vice versa). However, only one lower threshold and one higher threshold payment per individual will be paid and each will need to meet the separate criteria for that Outcome.

5.13 Any one Outcome cannot be a mix of self-employment and paid employment.

### **Validation of Outcome**

5.14 The validation of Job Outcomes will be determined by the type of employment. The Participant will either be:

- Employed; or
- Self-employed.

### **Employed Participants**

5.15 Employed IPES Participants will be identified by DWP solely using HMRC on-line data submitted each time an employee is paid by an employer, on or before their pay date. Outcomes achieved by IPES Providers will be based on this data.

5.16 DWP will share the following information with Providers, relating to the validation of earnings based outcomes:

- when a Participant's earnings are first declared to HMRC, following a confirmed start on the IPES provision; and
- when each of the earning thresholds are reached.

5.17 DWP systems will interrogate the data supplied by HMRC to identify when an IPES Participant, during their time on IPES provision, had cumulative earnings surpassing or equalling the minimum threshold set to constitute an Outcome. To allow for data consolidation and ensure accuracy there will be a 61 day data settlement period between receipt of the data and notification to the Provider of an Outcome.

### **Self-Employed Participants**

5.18 The data supplied by HMRC does not contain earnings from self-employment. Therefore, self-employed Outcomes will be based on evidence of trading during the period of self-employment, as set out in paragraph 5.10 above. Providers will track and claim self-employed Outcomes themselves and submit claims through the DWP IT systems. The Provider will retain evidence to support their claims and provide this to DWP on request. Further guidance on evidence is contained in IPES PG. There is no cap on the proportion of self-employed Outcomes Providers can claim. Within 5 working days of a Participant informing a Provider that they have commenced self-employment, the Provider must update the DWP IT systems with the date the self-employment started.

- 5.19 DWP will conduct pre- and/or post- payment validation checks to determine whether a Provider is entitled to receive payment(s) for the claims submitted. Validation checks will be performed at the optimum time(s) to allow the DWP IT systems to be updated. Eligibility for payment will depend on validation being confirmed independently of the Provider and/or its supply chain partners. If DWP identifies any fails whilst completing manual pre-payment validation, the claim will be backed out of the DWP IT systems and will not be paid. If it is found to be a fail at the post-payment stage it will, where extrapolation is not being employed (see paragraph 5.21) be backed out of the DWP IT systems and the payment recovered from the Provider. If a Provider establishes a subsequent valid self-employed Outcome for the Participant, they will be able to update the DWP IT systems and resubmit a claim. Providers should take all reasonable steps to establish the validity of a claim and the information supplied with it. Providers will be allowed three attempts to make a claim, and if these all fail, the self-employment line in the DWP IT systems will be closed down for that Participant and no further attempt will be possible, although an employed Outcome will still be possible. If a Provider attempts to submit a third claim for that Participant it will be subject to a final reassessment, overseen by a senior member of DWP staff, to ensure all procedures have been followed correctly. DWP will monitor the number of failed claims for assurance and performance management purposes.
- 5.20 Claims which fail any pre-payment validation checks may not be paid. Claims which DWP is unable to conclusively validate or invalidate in post payment validation will be apportioned as passes or fails. Apportioning of these 'unable to validate' claims will correspond to the proportion of claims from the same period which were conclusively passed or failed. DWP will recover any overpayment(s) including any associated with claims failing validation and any claims which DWP has been unable to conclusively validate or invalidate and which are apportioned as fails. This will be in accordance with the terms and conditions of the contract.
- 5.21 Where DWP checks less than 100% of the available claims in any period, it may extrapolate across the total number of self-employed claims from the same period the error rate consequent to checks conducted on a random sample of claims and recover any overpayment(s). In such circumstances failed claims will not be backed out. The contract terms and conditions will detail how the error rate will be derived.
- 5.22 Where a Provider secures IPES contracts in more than one of the IPES CPAs (please refer to paragraph 1.15) DWP may undertake validation on the basis of a sample or samples of claims. Samples will be drawn on a random basis and may be drawn from some or all of the Provider's IPES contracts CPAs (with the error rate being extrapolated across the claims from those contracts); from each contract (with the consequent error rate being extrapolated across the claims from the contract from which the sample was drawn); or through a combination of approaches.

## **Payments to Providers**

- 5.23 All automated payments will be triggered by the DWP IT systems and paid through a Single Operating Platform (SOP) in line with the amounts agreed in the contract payment schedules, which will be attached to the terms and conditions. DWP can only make direct payments to United Kingdom (UK) bank accounts.
- 5.24 For automated employed Outcomes, any Outcome(s) must be achieved within the total 639 calendar days qualifying period to be eligible for a payment.
- 5.25 For self-employed Outcomes, the final date that any claim for payment can be accepted will be within a maximum of 700 calendar days from a Participant's start on IPES provision. This is made up of the maximum 456 + 182 calendar days qualifying period in, which self-employed Outcomes are achievable, and a 61 day period to claim the Outcome Payment. However, where a Participant reaches the higher threshold outcome earlier than at day 639, Providers still have the maximum of 700 calendar days in which to make the claim.
- 5.26 Tax refunds, payments in lieu of notice, Armed Forces Reservists and other retainer payments, and payments that are not related to qualifying employment generated whilst on IPES provision, can trigger an outcome. Providers must inform DWP when they are aware of these payments so that an Outcome Payment is not made.

## **Payment Qualifying Period**

- 5.27 Any Outcome must be achieved within the period that a Participant is on the IPES programme. This can be up to 639 days after the Participant started on IPES depending on when a Participant becomes a Completer or Early Completer. Only Outcomes achieved in this qualifying period are eligible for Outcome Payments.

## Section 6: Provider Assurance and Governance

### Programme Provider Assurance Team

- 6.1 The primary purpose of the DWP Contracted Health and Employment Services (CHES) Provider Assurance Team (PAT) is to provide the DWP with assurance that Providers' internal control systems are such that payments made to Providers are in accordance with DWP's and the Treasury's requirements.
- 6.2 PAT reviews test Providers' internal control systems to establish how effective they are at managing risk to DWP in relation to CHES expenditure, service delivery and data security.
- 6.3 PAT will review Providers' internal control systems to assess their ability to manage risk across these key areas:

**Governance Arrangements** – this covers the Providers' governance arrangements, their systems for tracking and reporting performance and their anti-fraud measures;

**Service Delivery** – this includes the Providers' systems for starting, ending and moving Participants through provision and aims to ensure that DWP receives the service it pays for. This section also covers management of the supply chain;

**Claim procedures and payments** – this aims to ensure that Providers have effective systems in place to support claims for payment, including segregation of duties where appropriate;

- 6.4 The PAT operates at a national level enabling it to present Providers operating across regions with a single view of the effectiveness of their systems. Each Provider will have a nominated Senior Provider Assurance Manager who will be their point of contact within DWP for management of assurance related issues/concerns.
- 6.5 On completion of each PAT review, PAT awards each Provider with an assurance rating from four categories – weak, limited, reasonable, strong. PAT sends to each of the Providers a formal report which details the review findings including key strengths and areas for improvement. Where weaknesses are identified the Provider is asked to complete an action plan setting out appropriate steps for improvement and this is followed up by the PAT at an agreed time.
- 6.6 The timescale for a subsequent PAT review is determined by several risk factors; these include the Provider's current assurance rating, the contract value and intelligence from internal stakeholders. PAT reviews are conducted over a period of up to five months. The resource allocated to each review depends on the complexity of the contract delivery.

- 6.7 Findings from each review are routinely reported to the relevant category managers/Performance managers and other DWP stakeholders. DWP may take action in the following circumstances:
- if, following a weak or limited assurance level from PAT, the Provider's subsequent assurance level is the same or worse for the same reasons, or if the Provider is awarded a consecutive third weak or limited assurance, regardless of the reasons;
  - following a review, if the Provider fails to submit and/or implement the Action Plan within the agreed timescale;
  - where there are suspicions that a Provider may be acting inappropriately PAT will refer to the DWP's Internal Investigations team who are trained to carry out formal investigations; or
  - where there are serious concerns around data security these are reported to the DWP's Provider Security Team.
- 6.8 DWP may periodically publish Provider assurance levels and names (but this will not include reports or supporting information) in order to respond to a Freedom of Information request and to support DWP's commitment to public transparency.
- 6.9 The PAT will work with Providers to ensure they understand what is expected of them, and are adequately equipped to develop robust systems to support their service delivery model throughout the duration of the Contract.

### **The Department's Code of Conduct and Merlin Standard**

- 6.10 The HM Government Supplier Code of Conduct outlines the standards and behaviours that the government expects of all its suppliers when they are working with government, and how suppliers can help the government deliver for taxpayers.
- Providers that contract with DWP will be expected to operate in accordance with the Supplier Code of Conduct.
- 6.11 The Code can be found at <https://www.gov.uk/government/publications/supplier-code-of-conduct>
- 6.12 Providers must attain the Merlin Standard, if not already held, where they have a supply chain within their delivery model for this contract. Providers must also ensure that their supply chain for IPES adheres to the principles and criteria of the Merlin Standard throughout the life of the contract. The Authority reserves the right to verify at any time during the contract period that this is being implemented. Further information can be found in the generic call off Terms and Conditions and the final requirements will be in the IPES Terms and Conditions when published.

- 6.13 The current contract for the Merlin Standard expires in 2019 but it will be replaced and its successor will follow similar principles. For further information on the Merlin Standard please see the following:

<http://www.merlinstandard.co.uk/> and

<https://www.gov.uk/government/publications/the-merlin-standard-guide-for-dwp-providers>

## **Data Security**

- 6.14 In order to protect DWP information appropriately, Providers must put into 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 must comply and be able to demonstrate to DWP, compliance with relevant policies and standards including DWP's Security Standards. The Standards are based on and follow the same format as International Standard 27001, but with specific reference to DWP. DWP information must not be processed outside the UK without the express written permission of DWP in line with DWP Security Policy for Contractors and DWP Standard Terms and Conditions as published on [gov.uk](http://gov.uk).
- 6.15 Security assurance for Providers and their supply chain is through completing a draft Security Plan. Providers will be expected to submit their draft Security Plans as part of their response to this competition and are expected to maintain this. This will set out the security measures to be implemented and maintained by the prime Providers throughout the entire supply chain in relation to all aspects of the service, including processes associated with delivery. Providers must send their draft Security Plan as part of their tender by completing and returning the template. Further information is available in the Instructions to IPES Bidders.
- 6.16 Data security will be subject to spot checks by the Enterprise Security Resource Management (ESRM).
- 6.17 In the event of any breach of information security which may or may not result in an investigation by the Information Commissioner's Office (ICO), DWP will consider whether a major breach of contract has occurred under the Terms and Conditions. Providers will be responsible for paying any fine levied on DWP following an investigation by the ICO.

## **Legislation**

- 6.18 Providers must ensure that they remain compliant with current and future changes in the law including any DWP Policy, supporting the Secretary of State in meeting all obligations under the relevant legislation and regulations as set out in the Terms and Conditions. For example:
- ensuring IPES supports the DWP's Public Sector Equality Duty as outlined in the Equality Act 2010;

- providing appropriate services to ensure compatibility with the Equality Act 2010 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; and
- the requirements set out in the General Data Protection Regulation.

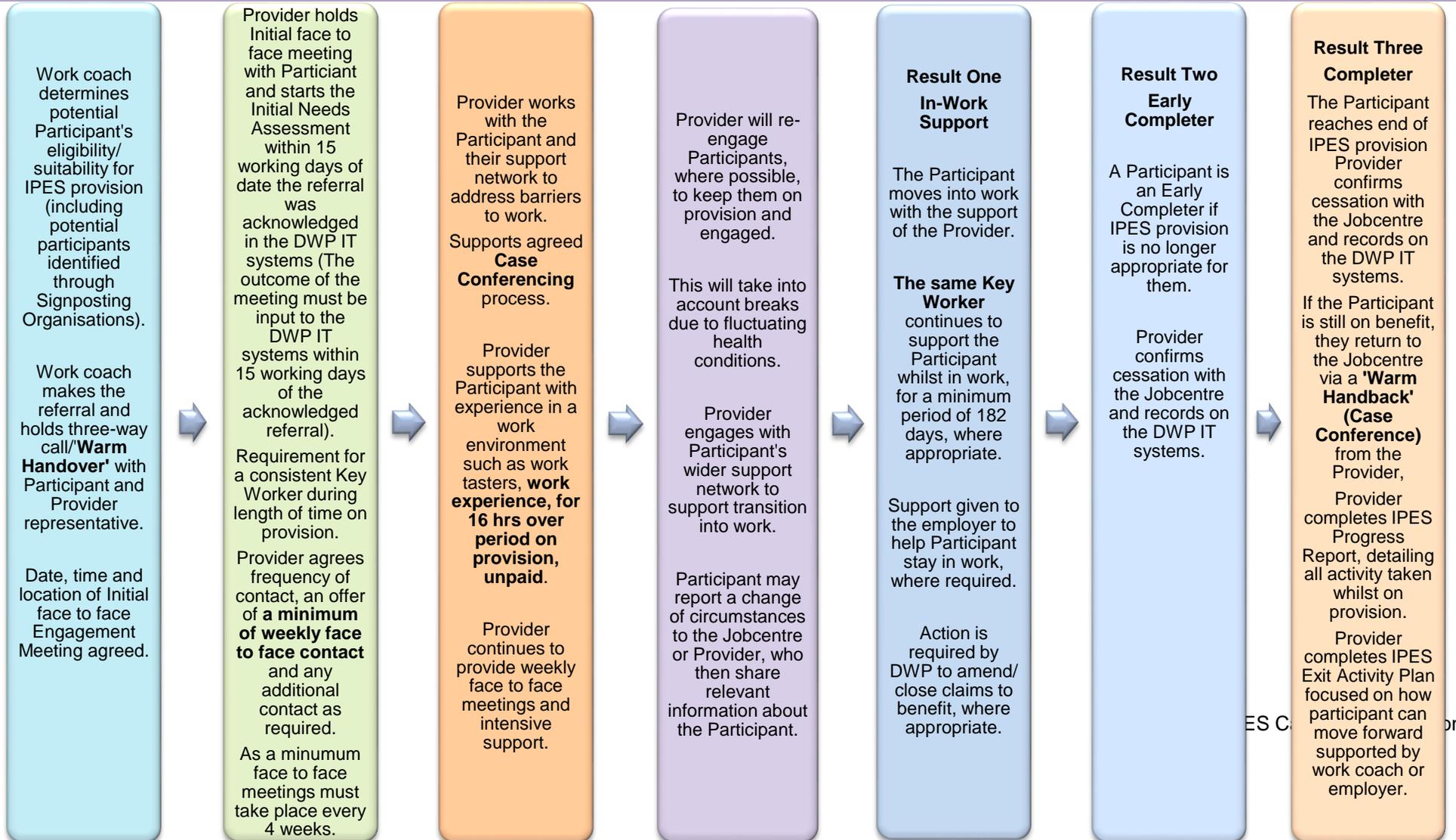
## Glossary of Abbreviations

Abbreviation	Description
<b>AtW</b>	Access to Work
<b>CHES</b>	Contracted Health and Employment Services
<b>CMO</b>	Compliance Monitoring Officer
<b>CPA</b>	Contract Package Area
<b>CPR</b>	Contract Performance Review
<b>CSF</b>	Critical Success Factor
<b>CSS</b>	Customer Service Standard
<b>DDA</b>	Devolution Deal Areas
<b>DEA</b>	Disability Employment Adviser
<b>DPA</b>	Data Protection Act
<b>DWP</b>	Department for Work and Pensions
<b>ESA</b>	Employment and Support Allowance
<b>ESRM</b>	Enterprise Security Resource Management
<b>GDPR</b>	General Data Protection Regulation
<b>HMRC</b>	Her Majesty's Revenue & Customs
<b>ICE</b>	Independent Case Examiner
<b>ICO</b>	Information Commissioner's Office
<b>IPES</b>	Intensive Personalised Employment Support
<b>IT</b>	Information Technology
<b>ItT</b>	Invitation to Tender
<b>IWS</b>	In-Work Support
<b>LCTP</b>	Life Changes Through Procurement
<b>MI</b>	Management Information
<b>MPL</b>	Minimum Performance Level
<b>MPR</b>	Monthly Performance Return
<b>NEET</b>	Not in Education, Employment or Training
<b>NLW</b>	National Living Wage
<b>NOMS</b>	National Offender Management Service
<b>OFSTED</b>	Office of Standards in Education
<b>PAT</b>	Provider Assurance Team
<b>PAYE</b>	Pay As You Earn
<b>PbR</b>	Payment by Results
<b>PG</b>	Provider Guidance
<b>PI</b>	Performance Indicator
<b>PIN</b>	Performance Improvement Notice

<b>PIP</b>	Performance Improvement Plan
<b>PM</b>	Performance Management
<b>PMIR</b>	Performance Management and Intervention Regime
<b>PMR</b>	Performance Management Regime
<b>SFA</b>	Skills Funding Agency
<b>SME</b>	Small and Medium Enterprise
<b>SO</b>	Signposting Organisation
<b>SOP</b>	Single Operating Platform
<b>TCV</b>	Total Contract Value
<b>TUPE</b>	Transfer of Undertakings (Protection of Employment) Regulations
<b>UAEHRS</b>	Umbrella Agreement for the provision of Employment and Health Related Services
<b>UC</b>	Universal Credit
<b>UK</b>	United Kingdom
<b>VCSE</b>	Voluntary, Community and Social Enterprise

# Annex 1: Participant Journey

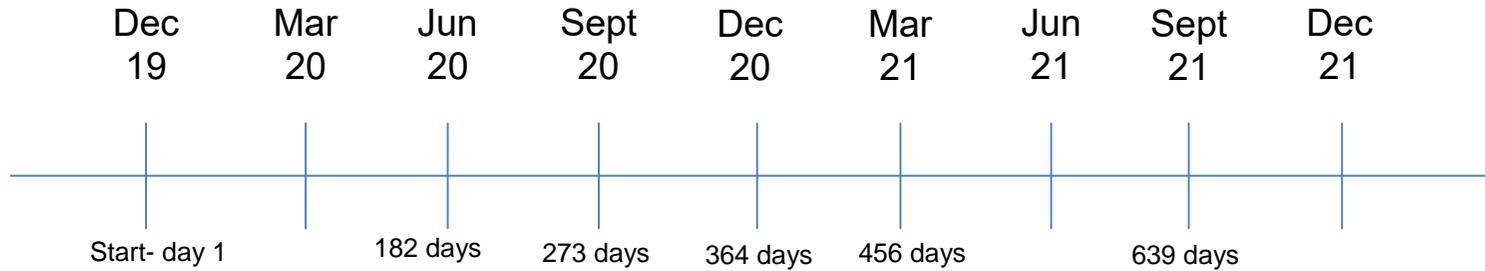
## End to End – IPES Journey



## **Annex 2: Length of Time on Support**

The maximum time on provision is 639 days, consisting of up to 456 days Pre-Work Support and a minimum of 182 days IWS, with day 639 being for Participants who work night shifts (where their shift starts on day 638 and ends on day 639). Once a Participant starts on IPES provision they remain on provision until they become a Completer (see paragraph 2.46) or an Early Completer (see paragraph 2.55). Where a Participant enters employment (or self-employment) before day 456, they move from Pre-Work Support to IWS. The Participant continues in IWS until they complete the provision (see paragraph 2.46). If a Participant's employment (or self-employment) ends before day 456 the Participant moves back into Pre-Work Support. Where a Participant has received 456 days of support (consisting of Pre-Work Support, or both Pre-Work Support and IWS) provision can be extended to allow for a maximum of 639 days of support, provided that a Participant is receiving IWS on day 457 onwards. The period from day 457 is known as the "Extension Period".

The following three pages show examples of length of time on provision.



**Example 1**



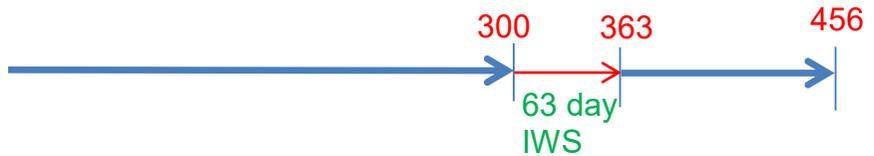
- Participant starts Provision Dec 19 and completes provision at day 456
- The provision ends at day 456 as the Participant is not in work at this stage

**Example 2**

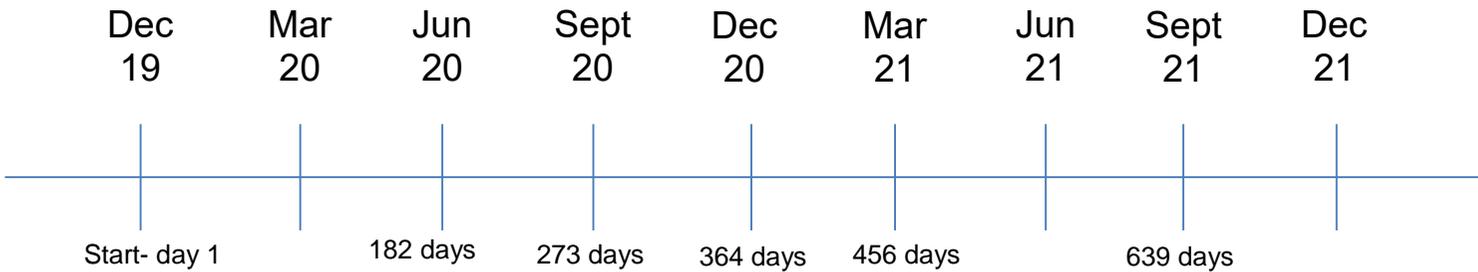


- Participant starts Provision Dec 19
- Participant starts work at day 363 and receives a period of IWS
- As the Participant is in on-going employment at day 456, from day 456, provision is extended. The Participant is entitled to a minimum 182 day period of IWS, therefore, provision will be extended to enable a minimum 182 days IWS. The extension is input to the DWP IT systems by 456 and will end on day 639, unless the employment and therefore, IWS, ends earlier or the 2<sup>nd</sup> outcome threshold job outcome has been achieved, the minimum 182 days IWS since day 363 has been received and the Provider determines their support is no longer required. If the employment is ongoing and the 2<sup>nd</sup> higher threshold outcome has not been achieved, the Participant will remain on provision in the extension up to day 639 and can continue to receive IWS for this period.

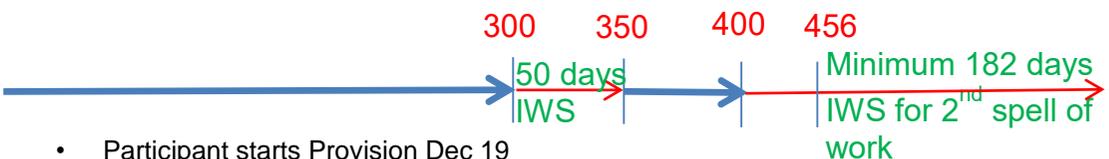
**Example 3**



- Participant starts Provision Dec 19
- Starts work at day 300 (has Pre-Work Support up to day 299) and from day 300 receives IWS
- Employment ends day 363
- Participant remains on provision and continues to receive Pre-Work Support from day 364 up to day 456 and provision ends on day 456.



**Example 4**



- Participant starts Provision Dec 19
- Starts 1<sup>st</sup> spell of work at day 300 (has Pre-Work Support up to day 299) and from day 300 receives IWS
- Employment ends at day 350. The Participant returns to provision & receives Pre-Work Support from day 351
- Participant starts 2<sup>nd</sup> spell of work at day 400 and receives a second period of IWS
- As Participant is in on-going employment at day 456, from day 456, provision will be extended on the DWP IT systems to enable a minimum of 182 days IWS support.
- Note: the Provider cannot claim a 1<sup>st</sup> or 2<sup>nd</sup> Outcome Payment more than once for each Participant.

**Example 5**

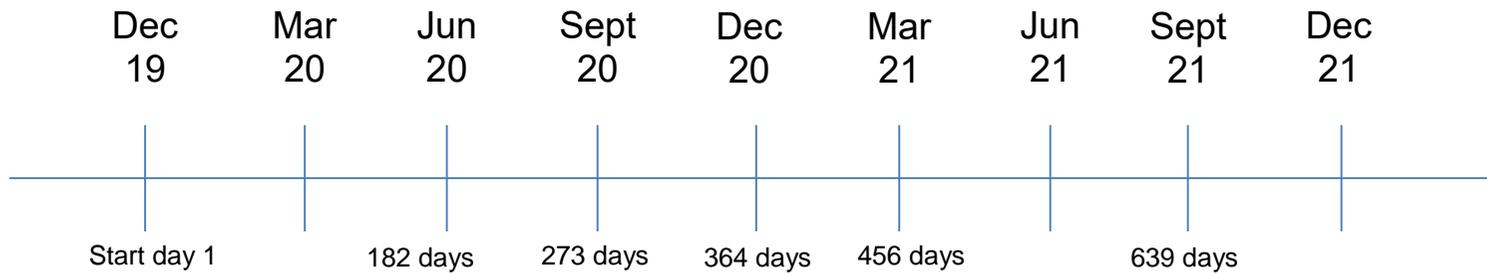


- Participant starts Provision Dec 19
- Starts work at day 200 (has Pre-Work Support up to day 199)
- Participant drops out of employment at day 300 on health grounds (has received 100 days IWS for this spell of employment)
- The Participant is eligible to either restart Pre-Work Support from day 301, up to day 456, or restart employment where they will receive a further period of IWS.

**Example 6**



- Participant starts Provision Dec 19
- Starts work at day 400 (has Pre-Work Support up to day 399)
- Ends work at day 500 (has received 100 days IWS for this spell of employment)
- Starts a different job at day 501 (no gap in employment). The Participant is eligible for 138 days additional IWS, taking them up to the maximum 639 days of provision.



**Early Completers**

Early completers can complete anytime up to day 456 of provision



**Example 7**

The circumstances where the provision will end early are where the Participant:

- Moves outside England or Wales for a period at least longer than the remaining time on the provision, or
- Has been diagnosed with a terminal illness and no longer wishes to participate, or
- Dies.

**Disengaged Participants**

100 130 160 456



**Example 8**

- Participant starts Provision Dec 19
- Disengages with IPES (on health grounds) at day 100 (has Pre-Work Support up to day 99) for 30 days
- Re-engages at day 130 (for 30 days), and receives pre-work support
- Disengages again at day 160 (on health grounds) and remains disengaged **at day 456**
- The Participant will exit provision on day 456
- Note: Participants remain on provision **up to day 456** regardless of any periods when they dis-engage, this enables them to return at any time within the 456 day period.

## **Annex 3: Payment Model [Not used]**

## **Annex 4: Additional Information**

A4.1 This section provides additional information potential Providers should consider when setting out their tender, and expected delivery standards.

### **Financial Support for Participants**

A4.2 Participants must not be worse off by virtue of attending IPES provision. Providers are responsible for travel and additional support costs while Participants are participating. The following paragraphs provide the guidelines used by the Jobcentre when determining financial support in these areas.

### **Additional Support**

A4.3 Additional support is defined as any support that allows a Participant who needs extra help to attend and participate fully in provision (for example clothing, childcare and specialist equipment, for example a specialist keyboard). Providers must, as part of their obligations under the Equality Act 2010, take the necessary steps to obtain and provide special aids or services that might be needed for participation. Potential Providers must include these costs within the financial part of their proposal. Further information relating to specialist equipment can be found at:

<https://www.gov.uk/reasonable-adjustments-for-disabled-workers>

### **Travel Expenses**

A4.4 The Provider is responsible for funding the Participant's travel costs to attend IPES provision. If the Participant attends interviews arranged by the Provider, for example to undertake work related activities, job interviews, Case Conferences or other related interviews, then the Provider is responsible for funding their travel costs.

A4.5 The Provider will be required to actively promote the access to funding for travel expenses as part of their promotional campaign.

A4.6 There is no requirement to provide a Participant with travel expenses once they have moved into work, however, should the Provider wish to offer to fund travel costs to cover the time between any last benefit payment and first salary payment, this will be at the Provider's discretion and cannot be included in Outcome Payment claims.

### **Childcare**

A4.7 Where it is a barrier to participation in the IPES provision, childcare should be funded by the Provider. Childcare for attendance should only be funded for an approved activity, if it is provided by:

- carers registered with OFSTED (Office for Standards in Education);
- 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 Act 1989 or operated on Crown property.

A4.8 The Provider will be required to actively promote the access to funding for childcare costs as part of their promotional campaign.

A4.9 The parent or guardian can make alternative arrangements. However, costs should not be paid unless the carer is in one of the above categories (see paragraph A4.7).

A4.10 The child/children must satisfy the age requirement (see below) and be a dependant of and reside with the Participant.

A4.11 DWP currently sets its costs for childcare up to the Tax Credit limits. Potential 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 fifteenth 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; and

- if the Participant 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.

A4.12 Providers must not recommend particular childcare facilities to Participants. This is to ensure that DWP and/or the Provider does not take on liability for the safety of children. It is the parents' responsibility to decide with whom they entrust the care of their children.

A4.13 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.

### **Replacement Caring Costs**

A4.14 Providers are expected to fund replacement care costs for Participants, who are:

- aged 18 or over;
- not in work, or work less than 16 hours per week; and
- spend a significant proportion of their lives providing unpaid support to relatives, partners or friends who are ill, frail, disabled or have a mental health or substance misuse problem.

A4.15 Carers must be participating in an approved activity and/or incur one-off replacement care costs when attending an interview with a Provider or employer which has been pre-arranged/agreed by the Provider. Other alternatives, such as moving the time/date, should be considered before replacement care costs are paid.

A4.16 The Provider will be required to actively promote the access to funding for replacement caring costs as part of their promotional campaign.

A4.17 Replacement care costs should not be paid if the replacement care is provided by family members.

- A4.18 Replacement care must be provided by a Local Authority registered Providers, a Local Authority preferred Provider, or a recognised care organisation within the local area. Providers should work with the Jobcentre to ensure they meet these criteria.
- A4.19 Providers must not recommend particular replacement care to Participants. The carer, or the person being cared for, must do this, as it is their responsibility to decide who should provide the care.

#### **Checks for the Disclosure and Barring Service**

- A4.20 Should the service provision need a check as required and permitted by the Disclosure and Barring Service, Providers are responsible for the associated costs.

#### **DWP IT Systems**

- A4.21 Providers will use the DWP IT systems to receive their referrals, record Participant activity (when Participant starts, completes, ends provision, starts a job and remains in a job for the specified sustained period) and make claims for payments.
- A4.22 Providers will need to have met relevant security requirements before contracts go live. More information on the DWP IT systems can be found at:
- <https://www.gov.uk/government/publications/provider-referrals-and-payments-prap-system-for-dwp>
- A4.23 Direct access to the DWP IT systems will be made to the lead Provider. Further information regarding the DWP IT systems actions will be detailed in the IPES PG.

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

- A4.24 For each specific provision, the Generic DWP PG will detail information relating to participation in other programmes and initiatives.

A4.25 Providers are expected to help Participants to access other relevant services for which they are eligible so that IPES provision is experienced as part of a coherent package of support. When Participants are referred to other services, Providers must ensure an effective exchange of information to help deliver a seamless service to the Participant. Any exchange must be in accordance with the Data Protection Act 2018 and the GDPR.

## **Partnership Working**

### **Providers Working with Government, DWP and the Jobcentre**

- A4.26 During the lifetime of the contracts, there will be regular interactions between Providers and DWP to ensure the effective delivery of the provision. Providers should ensure they establish robust links with local Jobcentre representatives to facilitate effective partnership working.
- A4.27 The Provider will be required to inform the Jobcentre when Participants start/ leave/complete provision. Guidance on the process will be contained in IPES PG.
- A4.28 The Provider will be required to work collaboratively with both DWP and sub-contractors (where applicable) throughout the life of the contract to resolve any delivery and/or supply chain issues and deliver continuous improvement.
- A4.29 Transparency throughout the Supply Chain will be key to collaborative working and DWP will require the Provider to share market information and good practice via contract review meetings.
- A4.30 As the contracting body, DWP will be the single point of contact for Providers. DWP will facilitate contact between the Provider and Devolution Deal Areas (DDA) representatives where it is deemed to be necessary. There will be no requirement for the Provider to contact the DDA representatives directly or vice versa.

### **Working with Strategic and Local Partners**

- A4.31 Partnerships are central to the delivery of DWP objectives and statutory duties and DWP believes that effective partnership working will be key to effective delivery of IPES provision. As a result, Providers are required to work with a wide range of local partners to ensure the best possible experience for every Participant.
- A4.32 Providers are required to work with local partners to ensure that proposals reflect the specific needs of Participants across the CPA and take into account local strategies and services. Providers should aim to improve performance and individual service wherever possible and improve the effective use of public funds in a locality/area.

A4.33 Local partners may include, but are not limited to:

- DWP/ the Jobcentre;
- Local Authorities;
- Employers;
- National Offender Management Service (NOMS);
- Skills Funding Agency (SFA);
- Local Health Services;
- Voluntary and Community Sector and Specialist Organisations; and
- Big Lottery.

A4.34 Regular contract review meetings will be used to explore continued and increased use of SMEs where appropriate throughout the life of the contract.

### **Participant Feedback and Complaints Handling**

A4.35 Providers must have an appropriate complaints process (this should apply to the whole supply chain, if appropriate) to attempt to resolve Participants' complaints. Where complaints cannot be resolved, a Participant can complain to the Independent Case Examiner (ICE), who will mediate between the Provider and Participant to attempt to broker a resolution.

A4.36 Providers must explain the feedback and complaints processes to Participants at the start of provision as part of their induction. Further information regarding complaint resolution will be detailed in the IPES PG, the Terms and Conditions and DWP Providers complaint resolution core briefing pack.

### **DWP Customer Charter**

A4.37 DWP is committed to providing high quality and efficient services to our customers. The DWP Customer Charter sets out the standards that customers can expect and what their responsibilities are in return. DWP are dedicated to raising the standards of all our contracted provision and require all Providers and sub-contractors to embed the principles of the

Customer Charter into the services they deliver on DWP behalf. The customer charter can be found at:  
<https://www.gov.uk/government/publications/our-customer-charter>

### **Business Continuity**

A4.38 As part of the contract implementation, Providers will be asked to supply details of how business continuity arrangements will be implemented and how these requirements will be covered. As part of the contract, DWP expects 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 Category Managers; and
- immediately notify DWP in the event of a business continuity incident or a significant disaster.

### **Data Sharing and Data Protection**

A4.39 DWP treats its information as a valuable asset and considers that it is essential that information must be protected, together with the systems, equipment and processes which support its use.

A4.40 DWP and Providers will be sharing sensitive personal data about Participants. In order to ensure that data is shared only when appropriate and necessary and in accordance with the Data Protection Act 2018 and the GDPR, all data sharing with DWP is tested in a privacy impact assessment. This is an internal document designed to provide assurance to DWP as the data controller that the data sharing is lawful and appropriate processes are in place to protect DWP information.

A4.41 In order to protect Departmental information appropriately, Providers and their supply chain (if appropriate) must put into effect and maintain the security and safeguards appropriate to the nature and use of the information. All Providers of services to the DWP must comply with the DWP's relevant policies and standards. The Standards are based on International Standards 27001, but with specific reference to the DWP's use. Compliance is demonstrated through the

completion of a security plan. Potential Providers are required to submit a draft security plan as part of their tender and are expected to maintain this. Further information will be available in the Terms and Conditions.

## Annex 5: Definitions

	<b>Active definition</b>
<b>Action Plan</b>	A written plan prepared by a Provider at the initial face to face meeting and updated at each subsequent meeting with each Participant setting out the agreed actions to move the Participant into work.
<b>Case Conferences</b>	A meeting between a Participant, a Jobcentre Plus representative and a Provider to discuss the Participant's progress and ensure their needs are being met.
<b>Completer</b>	An individual who has completed the IPES Programme to which this Call-Off specification relates.
<b>Customer Service Standard (CSSs)</b>	The service levels to which the Call-Off Services are to be supplied by the Provider as set out in Section 4 (MPLs and CSSs) of this Specification.
<b>Did Not Start</b>	"Did not Start" means an individual who has been Referred to the Contractor, and attends the initial Face to Face meeting with the Contractor, but does not go on to receive IPES Services from the Contractor.
<b>Did Not Attend</b>	"Did not Attend" means an individual who has been Referred to the Contractor, but does not attend the initial Face to Face meeting with the Contractor.
<b>Early Completer</b>	A Participant is an early completer if IPES provision is no longer appropriate for them as stated in this specification.
<b>Face to Face</b>	A meeting where all attendees attend in person (not a Skype meeting or similar).
<b>Induction Pack</b>	A pack of information issued to the Participant by the Provider at the initial Provider Meeting. The pack will include as a minimum information on: health and safety instructions; DPA/GDPR responsibilities; signed travel and expenses declaration; map(s); location/contact details; expectations; the Provider complaints process and attendance requirements.

<b>In-Work Support – on IPES Provision</b>	Individualised support by a Provider to a Participant throughout the period of the Participant’s employment or self-employment during their time on IPES provision.
<b>IPES Employer Support Plan</b>	“ <b>Employer Support Plan</b> ” means the document produced by the Contractor and issued to the Participant’s employer within 10 Working Days of the Participant starting employment. The Employer Support Plan details the support the Contractor will give to the Participant and the employer in order to help the Participant to sustain the employment. The Employer Support Plan also details the Participant’s support needs from the employer following the end of the period in which the Contractor delivers IPES Services to the Participant.
<b>IPES Exit Activity Plan</b>	“ <b>IPES Exit Activity Plan</b> ” means the document produced by the Participant’s Key Worker, and issued to the Participant, within 10 Working Days of the Participant becoming a Completer. The Exit Activity Plan details the next steps for the Participant, including any further support needed.
<b>Key Worker</b>	A member of the Provider’s staff who supports a Participant with interventions to overcome barriers to work in order to help them move into employment.
<b>Minimum Performance Levels (MPLs)</b>	The performance levels to which the Services are to be supplied by the Provider, as set out in Section 4 of this Specification.
<b>Month</b>	A calendar month.
<b>Outcome</b>	An employed job outcome or a self-employed job outcome.
<b>Outcome Payment</b>	The fee payable by the Authority to the Provider on achievement of an Outcome as set out in Section 5 of this Specification.
<b>IPES Progress Report</b>	“ <b>IPES Progress Report</b> ” means the document produced by the Contractor within 10 Working Days of the Participant becoming a Completer, which details the reasons why the Participant has become a Completer, any progress the Participant made whilst on IPES, any experience the Participant gained in a working environment, and the Participant’s next steps when they leave IPES. The Progress Report is issued to Jobcentre Plus where a Warm Handback is required.

<b>Referral</b>	The referral of a Participant by the Jobcentre to a Provider for participation in IPES provision.
<b>Re-referral</b>	The referral of a Participant who has previously received IPES Services
<b>Self-Employed</b>	<p>A Participant is likely to be self-employed if they:</p> <ul style="list-style-type: none"> <li>• run their own business and take responsibility for its success or failure;</li> <li>• usually have several customers at the same time;</li> <li>• decide how, when and where they do their work;</li> <li>• can hire, at their expense, people to do the work for them or help them do it;</li> <li>• provide the main items of equipment needed to do their work;</li> <li>• are responsible for finishing any unsatisfactory work in their own time;</li> <li>• charge an agreed fixed price for their work;</li> <li>• sells goods or services to make a profit (including through websites or apps);</li> <li>• may pay either Class 2 or Class 4 National Insurance Contributions if earning enough.</li> </ul> <p><b>These are examples, not a complete list.</b></p>
<b>Service Fee</b>	The amount(s) payable by DWP to the Provider on a monthly basis in respect of each month in which referrals are made as more particularly set out in Section 5 of this Call-Off Specification.
<b>Signposting Organisation</b>	An organisation approved by DWP to identify potentially eligible and suitable individuals for signposting to the Jobcentre for onward referral to IPES.
<b>Start Date</b>	The <b>Start Date</b> is the date on which the Participant commences the provision and will be the <b>date</b> that the Participant attends their initial face to face meeting with the Provider.
<b>Warm Handover</b>	The initial conversation between the Jobcentre work coach, Provider and Participant.
<b>Working Age</b>	In England and Wales an individual is of “working age” when he/she is 16 years old.

<b>Working Day</b>	Means any day other than a Saturday, Sunday or Public Holiday in England and Wales.

## Annex 6: Other Additional Information

- Bravo Solutions Portal (Jaggaer)  
<http://bravosolution.co.uk/>
- DWP Commissioning Strategy 2014  
<https://www.gov.uk/government/publications/dwp-commissioning-strategy-2014>
- Procurement – Terms and Conditions at DWP  
<https://www.gov.uk/government/organisations/department-for-work-pensions/about/procurement#terms-and-conditions>
- DWP Generic Provider Guidance  
<https://www.gov.uk/government/collections/dwp-Provider-guidance>
- Equality Act 2010 (Guidance)  
<https://www.gov.uk/guidance/equality-act-2010-guidance>
- The DWP Single Departmental Plan 2015 - 2020  
<https://www.gov.uk/government/publications/dwp-single-departmental-plan-2015-to-2020/dwp-single-departmental-plan-2015-to-2020>
- United Nations Convention on the Rights of Person with Disabilities  
<https://www.un.org/development/desa/disabilities/convention-on-the-rights-of-persons-with-disabilities.html>

- Improving Lives, The Work Health and Disability Green Paper

<https://www.gov.uk/government/consultations/work-health-and-disability-improving-lives>

## Annex 7: IPES Participant Reports/Plans

	Name	Produced by	Issued to	Purpose	When Produced/Updated	Notes
1	<b>Action Plan</b>	Provider	Copy given to the Participant	<ul style="list-style-type: none"> <li>Records Participant's progress &amp; agreed next steps whilst on provision</li> <li>Helps identify barriers and sets out steps to address them</li> </ul>	<ul style="list-style-type: none"> <li>Prepared at initial Provider/Participant face to face meeting</li> <li>Updated within 20 working days with more meaningful detail</li> <li>Thereafter updated at least every 4 weeks during Pre-Work Support</li> <li>Updated when Participant enters employment and at least every 4 weeks throughout all periods of IWS - with the IWS details</li> </ul>	Provider retains Action Plan for period of contract for audit and compliance checking purposes
2	<b>IPES Progress Report</b>	Provider	<ul style="list-style-type: none"> <li>Provider retains IPES Progress Report</li> <li>Provider will issue to the Jobcentre if required</li> </ul>	<p>Outlines, for <b>all Completers</b>:</p> <ul style="list-style-type: none"> <li>the reason provision has ended;</li> <li>progress made whilst on provision;</li> <li>experience gained in a work environment;</li> <li>Participant's next steps when they leave IPES</li> </ul>	<ul style="list-style-type: none"> <li>The report must be produced within 10 working days of the provision ending</li> <li>A copy must be retained by the Provider and a copy issued to the Jobcentre for cases where a Warm Hand back is required</li> </ul>	Provider retains for period of contract for audit

3	<b>IPES Exit Activity Plan</b>	Provider	<ul style="list-style-type: none"> <li>• Copy given to the Participant</li> <li>• Participant decides whether they want to share with employer / the Jobcentre (to help with their support needs)</li> </ul>	Outlines next steps and support needed when Participant, who is still engaging, leaves provision.	Plan produced & agreed with Participant within 10 working days of when: <ul style="list-style-type: none"> <li>• The Provider transitions support to the employer or the support network, where the Participant is still in work at the end of a period of IWS</li> <li>• Provision ends and the Participant is not in work (this excludes Participants who are disengaged)</li> </ul>	Provider retains for period of contract for audit
4	<b>Employer Support Plan</b>	Provider	Copy issued to employer	Outlines the support the Provider will give to the employer (to up-skill) and the Participant during periods of employment	Report produced within 10 working days of when the Participant starts employment to cover: <ul style="list-style-type: none"> <li>• Supporting the needs of the employer and Participant in periods of Provider IWS, to help sustain employment</li> <li>• The Participant's support needs once the Provider steps away, beyond the period of Provider IWS</li> </ul>	Provider retains for period of contract for audit

