



**Department
for Work &
Pensions**

Commercial Directorate

Opportunity Health & Disability – phase 3 Gloucestershire & the West of England

Invitation to Tender

Specification

**Contract Reference:
UI_DWP_101772**

1. Introduction

- 1.1 The Flexible Support Fund (FSF) is intended to help Jobcentre Plus District Managers to deliver elements of our service in the way they see fit for their Districts. In particular, the FSF enables District Managers to trial different approaches to tackling worklessness. Greater autonomy for District Managers will enable Jobcentre Plus to respond to one of the priorities of the government - public service reform and the devolution of power from the centre to the front line. District Managers are best placed to deliver elements of our service effectively and efficiently, procuring external services where appropriate, in order to meet the needs of local claimants.
- 1.2 The Avon, Severn and Thames District intend to use the FSF to deliver a dedicated provision/programme (including in-work support) to JCP claimants.
- 1.3 The referrals will consist of Jobseeker's Allowance (JSA), UC (Universal Credit) and Employment and Support Allowance (ESA) claimants Work-Related Activity Group (WRAG) claimants, who have a health condition or disability which impacts on their ability to return to work.
- 1.4 The claimants will have a variety of complex health and work related support needs.

2. Aims

- 2.1 This Opportunity Health and Disability (OHD) Programme is aimed at jobseekers living in the Bath & NE Somerset, Bristol, North Somerset, Gloucestershire and South Gloucestershire local authority areas who have a health condition or disability which impacts on their ability to return to work. It is intended to reduce the number of unemployed JSA, UC and ESA claimants in the District or move them closer to employment by means of this programme.

3. Design & Content

- 3.1 The OHD Programme will comprise five elements:
 - Diagnostic and Planning interview;
 - Completion of Individual Action Plan (IAP) activities over a 13 week period;
 - Job broker service over a 13 week period;

- Intensive jobsearch support over a 4 week period; and
 - In work support for up to 26 weeks.
- 3.2 The provision will require a dedicated OHD Adviser to support individual claimants during their time on the OHD Programme.
- 3.3 Due to the nature of the OHD programme, JCP is keen to encourage the involvement of organisations that can provide evidence of dealing with the target group. The ability to demonstrate experience of successfully delivering employment focussed support, particularly to those affected by health conditions, would be advantageous.

Diagnostic and Planning Interview

- 3.4 Each Claimant will receive an initial in depth Diagnostic and Planning Interview on Day 1 of their OHD Programme with a dedicated OHD Adviser. It is anticipated that the initial meeting between the Claimant and the OHD Adviser will last for approximately 3 hours and involve gathering information from the Claimant about their personal circumstances, qualifications, work experience, existing skills, and barriers to employment and labour market ambition.
- 3.5 As a result of this interview, the OHD Adviser will create and agree a detailed IAP for each Claimant. The IAP will focus on identifying the type and level of support that will help the Claimant to manage their health condition and progress into or nearer employment. As a minimum, each IAP will:
- Identify any barriers the participant perceives as hindering their progression into employment, with particular emphasis on health/disability issues;
 - Set out a routeway to overcome any such barriers or manage any health/disability issues; and
 - Set out a routeway to obtain and sustain employment.

Completion of IAP Activities

- 3.6 The OHD Adviser will support claimants for up to 13 weeks as they carry out the agreed IAP. This support will include some or all of the following elements, dependent on the particular needs of the Claimant:
- Help with motivation in setting job goals;
 - Management of mood, nutrition, budget, exercise regime etc.;
 - Issues with appearance (dress, personal hygiene) and behaviour;

- Positive disclosure of disability to employers;
- Support of a job broker to advocate with an employer about work placements and job opportunities;
- Assistance with job applications (on line and written);
- Confidence issues affecting work experience/placement/interviews etc.;
- Difficulties in coping with planning practicalities activities in getting to work e.g. working out bus timetable etc.;
- Transition in perception/motivation after a long history of unemployment due to a health condition or disability;
- Help in preparing for the work place and for existing provision such as Work Choice;
- Support networks with others with similar health conditions or disability; and
- Bridging the gap between volunteering and sustainable work.

As a minimum, the OHD Adviser must review progress against the IAP weekly.

- 3.7 Claimants who are assessed as job ready should be referred to the Job Brokering Service and 4 weeks Intensive Jobsearch.

Job Brokering Service

- 3.8 Up to 62.5% of claimants who have undertaken the intensive Diagnostic and Planning Interview and who are assessed as job ready will receive job brokering support from a dedicated Job Broker for up to 13 weeks after completion of this interview, running in parallel with completion of the IAP actions. For those claimants requiring more in depth support, such referrals should only be made after their issues and barriers to employment have been addressed
- 3.9 The dedicated Job Broker will be responsible for reviewing all available job vacancies on a regular (at least weekly) basis and undertaking detailed matching and screening against new vacancies.

Intensive Jobsearch

- 3.10 The OHD Adviser will be required to provide jobsearch advice and guidance and ensure claimants have access to jobsearch facilities and resources.

- 3.11 Up to 62.5% of claimants who have undertaken the intensive Diagnostic and Planning Interview will receive 4 weeks of continuous Intensive Jobsearch activity during the 13 week Job Brokering Service period, with a minimum attendance of 15 hours per week.
- 3.12 During the 4 weeks of Intensive Jobsearch, claimants will be expected to attend a Resource Centre and engage with facilitated activities, including as a minimum:
- Jobsearch Support – access to resources that will allow claimants to identify and apply for job vacancies and provide advice and guidance to support the Claimant's jobsearch activities e.g. creating a C.V.; completing job application forms; and preparing for job interviews.
 - Basic IT Skills - Introduction to Computers; Electronic CVs; Applying for Jobs On-line; and Registration for Universal Jobmatch. Further information about Universal Jobmatch can be found at: <https://www.gov.uk/jobsearch>
 - Labour Market Awareness - input from employers i.e. talks relating to working in specific occupational sectors, applying for jobs and interview techniques; and
 - Workplace Behaviours - qualities, attitudes and behaviours employers expect from them their employees e.g. communication skills; self presentation; punctuality; time keeping and time management; and team working and problem.
- 3.13 This element of the provision is aimed at equipping claimants with the skills to conduct their own jobsearch by the end of the 4 week period.
- 3.14 JCP does not wish to be prescriptive about the delivery of this element of the provision. Bidding organisations are invited to describe their delivery proposal. For example, the Provider may chose to run the Resource Centre for a 4 week period once every two or three months during a 13 week period to allow for groups of claimants to attend this element of the provision.

In Work Support

- 3.15 All claimants progressing into work will have access to an in work support service to both the Claimant and their Employer for up to 26 weeks.
- 3.16 The support service should focus on helping claimants to retain their job. The type of support and frequency of contact should be agreed with individual Claimant though as a minimum, the Claimant should be contacted weekly during the first 5 weeks and thereafter on a monthly basis.

4. Referrals / Volumes

Delivery Locations

4.1 Claimants referred to this provision will be from across the whole of the. Bath & NE Somerset, Bristol, North Somerset, Gloucestershire and South Gloucestershire local authorities area JCP Work Coaches from the JCP offices set out below will interview and refer those claimants with health conditions and disabilities who have been considered as not being ready to enter or re-enter employment without some form of additional intervention.

- Bath
- Bedminster
- Bishopsworth
- Bristol Central
- Cheltenham
- Cinderford
- Cirencester
- Clevedon
- Coleford
- Easton
- Gloucester
- Horfield
- Kingswood
- Shirehampton
- Stroud
- Tewkesbury
- Weston-Super-Mare
- Yate

4.2 Providers should identify and deliver the provision from venues in the above locations. However, it is recognised that it may not be financially viable to set up separate venues to deliver facilitated jobsearch where the anticipated number of referrals is low so there may be a need for some venues to accept referrals from more than one JCP office.

4.3 The premises identified must be accessible to claimants using public transport and must provide claimants with access to jobsearch facilities.

4.4 Where appropriate, the OHD Adviser will also be responsible for providing an outreach service for conducting Claimant interviews and reviews.

Referral Numbers

- | 4.5 JCP anticipates that up to 400 JSA/UC and ESA Jobseeker claimants will access the provision during the period of the contract.
- 4.6 JCP will be the sole referral agent to the provision and JCP Work Coaches will be responsible for contacting the Provider to arrange an appointment for the claimant to start the provision.
- 4.7 Claimants referred to this provision must have their initial meeting with the OHD Adviser to conduct an in-depth diagnostic assessment within 10 working days of referral.
- 4.8 Claimant participation and attendance on the provision will be mandatory and the Provider will need to ensure that claimants are willing to attend and actively participate for the agreed duration by encouraging and supporting claimants to complete all elements of the provision.
- 4.9 The Provider will be responsible for ensuring that all claimants are treated within the requirements of legislation outlined in the contract. The Provider should ensure the claimant is clear about the aims of the provision, the specific aims of the programme of activity that has been developed and the benefits of their participation.

Skill Conditionality

4.10

Skills conditionality is to reduce the numbers of people who fail to start and fail to complete on provision that is identified as necessary. When a claimant signs for benefit there is an obligation that they skill themselves to move into the workplace. Participation in the training will be mandatory for all claimants referred to this programme. If a claimant fails to participate then Providers are required to inform JCP, within 24 hours, by completing the referral form for any claimant who fails to comply, and to keep supporting evidence, which includes information regarding:

- Failure to participate in or complete the training;
- Refusing a place on the training programme when notified of the requirement to attend by JCP, demonstrated by a failure to attend the first day;
- Failure to attend or participate in any meeting or activity, having been notified of the requirement to attend by the Provider without the previous agreement of the Provider; and
- Losing a place on the training programme through misconduct.

To note: The sanction regime is a 4-week sanction for the first offence, followed by a further 13 week sanction for a second offence within 12 months.

5. Attendance

- 5.1 JCP requires the provider to report on customer non-attendance, including reasons, from the initial interview through to the end of the provision.
- 5.2 The Provider will be responsible for ensuring all claimants are treated within the requirements of the legislation outlined in the contract. They should ensure that each Customer is clear about the aims, objectives and the benefits of their participation.

6. Travel Costs

- 6.1 The provider will be responsible for paying directly to customers their travel expenses in full for their journeys from their home to the agreed delivery location. In addition, the provider will cover any costs associated with participation in any of the agreed course content where alternative funding is not available.

7. Childcare Costs

- 7.1 JCP is responsible for paying any registered childcare costs associated with attendance to the provision.

8 Timing

- 8.1 The Provider will work with JCP to schedule and ensure the provision commences no later than 1 February 2016.
- 8.2 JCP will refer claimants during the first 6 months, with the provider having 3 months to support them through the completion of an action plan and a further 6 months of in-work support/sustainability outcomes.
- 8.3 The overall contract duration will therefore be 15 months.

9. Performance Requirements

- 9.1 The performance requirements for the provision are as follows:

- We expect Opportunity H&D to support 400 hardest to help ESA and JSA/UC claimants to consider employment, overcome their barriers to work and to have a clear goal and an agreed set of actions. This will be achieved by all participants receiving a Diagnostic and Planning interview from a dedicated Opportunity Health and Disability Adviser resulting in an action plan and ongoing support to achieve the actions agreed in their plan.
- We expect 40 claimants to secure employment through Opportunity H&D and a further 60 to secure work using Opportunity H&D as a routeway to Work Choice. There will be a positive impact on Jobcentre plus JSA/UC and ESA off-flow rates, especially those with issues relating to health and/or disability.
- With 400 customers accessing the programme and 250 customers supported through Job Broking and Intensive Jobsearch Support there will be increased employability of all participants – all will receive support to identify their goals, recognise their skills, support them overcome their barriers to work and to move them closer to achieving their goals.
- The perceptions of 400 jobseekers with a Health or Disability issue regarding their ability to work will be changed and their confidence and motivational levels will be increased.
- 250 Jobseekers will be equipped with the skills to look for jobs independently.
- Jobcentre plus Work Coaches will have more time to focus their skill on customers who need Jobcentre Plus support, knowing that 400 of their customers are receiving on going specialist support.

9.2 JCP will work with the Provider to identify monthly performance requirements (see also Section 10.9). These may include but would not be restricted to:

- Analysis of those claimants who do not sustain employment;
- Claimants who fail to attend any element of the provision;
- Copies of claimant IAPs; and
- The views of claimants regarding the quality of provision supplied during the contract period.

10. Payment Model:

On-programme

- 10.1 Bidders are advised that the District budget for this provision sits at a maximum of **£237,500** and therefore the cumulative total of all monthly claims paid to the Provider will not exceed this contract value.
- 10.2 JCP will pay the Provider a start fee of £125 for each individual Claimant who attends the Diagnostic and Planning Interview with the OHD Adviser and has an agreed and detailed IAP within 5 working days.
- 10.3 JCP will pay the Provider a completion fee of £250 in respect of each individual claimant who completes 4 weeks intensive jobsearch support within this 13 week period
- 10.4 JCP will pay the Provider a completion fee of £250 in respect of each individual Claimant who completes the 13 week period of dedicated job brokering support or achieves a job outcome within this 13 week period.

Outcomes

- 10.5 A payment of £200 in respect of each individual claimant who starts on the Work Choice programme.
- 10.6 A payment of £250 if the claimant sustains employment (or self-employment) is for at least 16 hours per week (or above the administrative threshold for UC claimants) for 30 days, starting within 6 weeks of leaving the provision/programme.
- 10.7 A payment of £250 for a sustained job outcome fee after 13 weeks of continuous employment (for those who remain on Universal Credit, have earnings of at least the threshold level for 91 days).
- 10.8 A payment of £250 for a sustained job outcome fee after 26 weeks of continuous employment (for those who remain on Universal Credit, have earnings of at least the threshold level for 182 days).
- 10.9 The Provider will be paid monthly in arrears upon submission and validation of a suitable invoice detailing the claim along with appropriate supporting evidence as follows:
- **Diagnostic and Planning Interview:** a copy of the individual Claimant's IAP signed and dated by both the Claimant and the OHD Adviser;
 - **Completion of IAP actions:** a copy of the individual Claimant's completed IAP, signed and dated by both the Claimant and the OHD Adviser;

- **Job Brokering Service:** a statement to confirm weekly contact signed and dated by both the Claimant and the Job Broker;
- **Intensive Jobsearch:** a statement to confirm attendance at intensive jobsearch provision and able to conduct jobsearch activities independently, signed and dated by both the Claimant and the OHD Adviser at the end of the intensive job search period.
- **Work Choice:** JCP will establish whether a claimant has started this programme. This will be limited to 1 start per Claimant.
- **Job Outcome, 13 Week Sustained Job Outcome and 26 Week Sustained Job Outcome:** evidence to support the Claimant starting and retaining employment. This will be limited to 1 qualifying Job Outcome, 13 week Sustained Job Outcome and 26 week Sustained Job Outcome per Claimant.

10.10 Bidders are asked to submit their proposed monthly prices / fees (ex VAT), per Claimant, for providing the service in respect of:

	Unit cost	Volume	Total Cost
Diagnostic	£ 125	400	£ 50,000
Modules/Jobsearch	£ 250	250	£ 62,500
Job Broker	£ 250	250	£ 62,500
Start Work Choice	£ 200	200	£ 40,000
Job Start	£ 250	40	£ 10,000
13 week	£ 250	30	£ 7,500
26 week	£ 250	20	£ 5,000

10.11 Bidders may propose lower outcome payments for each of the programme elements illustrated in the table at paragraph 10.10 above.

10.12 No variants on the payment model illustrated in this specification will be accepted.

11. Provision Budget

11.1 A maximum budget of **£237,500** has been set for this provision.

12. Participant feedback and complaints handling

12.1 Providers should put in place a range of mechanisms for encouraging feedback from participants. Participant feedback will be an integral part of the Provider's performance monitoring system.

- 12.2 Providers must ensure systems are in place to allow customers to resolve any grievances, concerns or complaints promptly and with the minimum level of bureaucracy, without causing them embarrassment. This includes complaints in relation to discrimination.
- 12.3 Providers must always try to resolve problems internally. In some circumstances, however, it may be necessary to contact Jobcentre Plus for additional advice.
- 12.4 Providers must record any discussions and their outcomes, allowing the participant to see and sign the record. Participants will be told the outcome of issues raised by them through the complaints procedures.

13. Management Information

- 13.1 Management Information is used to measure the performance and success of the provision:
- Evaluate the effectiveness of the programme;
 - Measure the uptake and delivery of provision; and
 - Monitor and manage contracts (including financial monitoring and external quality inspection).
- 13.2 The Avon, Severn and Thames District will monitor performance and will use Management Information to inform Provider Performance Reviews, as required.
- 13.3 DWP will collect Management Information about claimants who have been referred to the provision by Jobcentre Plus. DWP may request Management Information from the Provider. The Provider will be required to maintain records to allow Management Information to be provided to DWP on:
- Referrals
 - Starts
 - 4 weeks intensive jobsearch
 - 13 weeks of job broking support
 - Job outcomes at 30 days, 13 weeks and 26 weeks
 - Individual Action Plans

This list is not exhaustive.

- 13.4 Where DWP requires additional information, to support performance management for example, Providers will be expected to supply this within the agreed time limits.

14. Sharing of Management Information

- 14.1 There are rules around the sharing of Management Information. These are detailed in the contract.
- 14.2 The Provider shall not (and shall ensure that any of their Sub-contractors shall not) at any time publish, disclose or divulge any of the Management Information to any third party until the date of publication of the official and/or national statistics.
- 14.3 All Providers must implement appropriate arrangements that ensure that the Department's information and any other Departmental assets are protected in accordance with prevailing statutory and central government requirements. These arrangements will clearly vary according to the size of the organisation.
- 14.4 It is the Provider's responsibility to monitor compliance of any sub-contractors and provide assurance to DWP.
- 14.5 Failure to comply with any of these Policies or Standards could result in termination of current contract.

15. Health and Safety

- 15.1 All claimants involved in any way with DWP Provision are entitled to train and work in a healthy and safe environment with due regard to their welfare. Under Health and Safety Law they are regarded as the Provider's employees, whether or not they are paid. Providers must, therefore, comply with their Duty of Care under the [Health and Safety at Work Act 1974](#) and the Act's associated regulations in the same way as they would do for any other member of their workforce. Providers must ensure that participants receive health and safety induction, training and supervision that are appropriate to the provision being delivered, and that systems are in place for checking this, both within their own organisation and at any sub-contractors. Providers must complete risk assessments, instruct, inform and train participants on the control measures identified. There are specific risk assessments for young people, pregnant workers, Lone Workers and employees who are engaged in Manual Handling activities. This list is not exhaustive.
- 15.2 DWP and Jobcentre Plus staff may therefore visit Providers and their sub-contractors for a variety of reasons. When doing so they will, in the course of their duties, adopt an 'awareness' approach to health and safety. In doing this they will not be conducting a health and safety inspection, nor will they be in a position to offer advice on whether something is safe or not. Instead they will approach this from the position of any layperson. If, however, they do spot something on which they require assurance or clarification they will raise this with the Provider or their sub-contractor's representative at the location they are visiting. If it is subsequently decided that the issue raised is one that

requires follow up, this will be arranged with the Provider through their local Jobcentre Plus contact.

16. Data Security Requirements

- 16.1 Cabinet Office has introduced mandatory requirements relating to data handling, security and information assurance in government contracts. Information must be protected, together with systems, equipment and processes that support its use. DWP Providers must provide an appropriate level of security. Bidders will be required to submit a Security Plan with their Tender, which details all activities required to safeguard DWP information in compliance with the DWP Security Policy and standards. Bidders are required to complete and submit their Security Plan using the template attached as Annex 4 to the Tender Form.

17. Her Majesty's Government (HMG) Personnel Security Requirements

- 17.1 The HMG Baseline Personnel Security Standard is a staff vetting procedure. It requires that a number of checks are made on persons who are to be given access to Government assets (premises, systems, information or data). Full details of the contractual obligations required to comply with the above procedures can be found in the Guidance document "HMG Baseline Personnel Security Standard - A Guide for DWP Contractors". A PDF version can be viewed at:
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/251271/guide-for-dwp-contractors-bpss.pdf

18. DWP Code of Conduct

- 18.1 The DWP Code of Conduct spells out the key values and principles of behaviour which DWP expects of Organisations which are essential for creating healthy, high performing supply chains. Organisations that contract with DWP will be expected to operate in accordance with the Code of Conduct.

The Code is Annex A to the DWP Commissioning Strategy and be found at

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/338387/dwp-commissioning-strategy-2014.pdf

19. Supplier Charter

- 19.1 The Supplier Charter is a set of principles that outline how DWP and its contractors, will work together to help DWP achieve its strategic

objectives. The charter embraces a partnering approach to driving up value for money through continuous improvement and innovation. It reflects DWP core values and our commitment to a fairer and more sustainable society. A full copy can be found below.

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/322442/diversity-and-equality-requirements-contractors.pdf

20. Offshoring (including Landed Resources and Nearshoring)

- 20.1 Prior written consent from DWP must be sought where Bidders (and/or their sub-contractors) are proposing to host or access DWP systems, services or official information outside of the United Kingdom, or to bring foreign nationals to the United Kingdom to provide services in delivery of the Contract. Bidders must submit an application for approval together with their bid. Further details can be found in the guidance document 'A Guide for Contractors on the DWP Offshoring Policy V2.0'. A PDF version of this can be viewed at: [DWP Contractor Offshoring Guidance](#)

21. Provider Assurance Team

- 21.1 The Provider Assurance Team (PAT) provide DWP with assurance that:
- Payments to contracted employment provision Providers are in accordance with DWP and Treasury requirements;
 - Public funds and DWP data are protected; and
 - Value for money has been obtained.

22. Programme Evaluation

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

23. Sustainable Development

- 23.1 DWP supports the main goal set out in the UK Strategy for Sustainable Development (Securing the Future, 2005) which is to 'enable all people to satisfy their basic needs and enjoy a better quality of life without

compromising the quality of life of future generations. This includes four main aims - social progress recognising the needs of everyone; effective protection of the environment; prudent use of natural resources; and maintenance of high and stable levels of economic growth.

- 23.2 DWP Providers are required to ensure that they and their sub-contractors use all reasonable endeavours to comply with the principles set out in the UK Strategy and the Sustainable Operations on the Government Estate (SOG E) targets. More information can be found can be found on the [DWP Sustainable Procurement page](#).
- 23.3 DWP Providers are required to provide a policy statement within **six** months of the contract start date to demonstrate how they will satisfy and adhere to the principles of sustainable development, together with an action plan to explain how they will deliver environmental and community benefits.