

DATED

17-Feb-2026

STOKE -ON-TRENT CITY COUNCIL

-AND-

THE GROWTH COMPANY LIMITED

**AGREEMENT FOR THE DELIVERY OF CONNECT TO WORK
PROGRAMMES**

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This Agreement is made on 17-Feb-2026

Between:

- (1) **STOKE-ON-TRENT CITY COUNCIL** of Civic Centre, Glebe St, Stoke-on-Trent, ST4 1HH ("the Council")
- (2) **THE GROWTH COMPANY LIMITED** (company no 02443911) whose registered address is situated at Lee House, 90, Great Bridgewater Street, Manchester, M1 5JW ("the Service Provider")

In relation to:

Project Name: Connect to Work

BACKGROUND

- (A) The Council has entered into an agreement with the Accountable Body for the delivery of a Connect to Work programme within Stoke-on-Trent
- (B) The Service Provider has tendered to provide the Connect to Work programme on behalf of the Council subject to the provisions set out below.

1. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties in respect of the subject matter of the Agreement. The Agreement supersedes all prior negotiations representations and undertakings whether written or oral except that this clause shall not exclude liability in respect of any fraudulent misrepresentation

2. DEFINITIONS AND INTERPRETATION

2.1. Where they appear in this Agreement

Accountable Body means Staffordshire County Council

Agreed Objectives means the Performance Measures set out at Annex 5 (Performance Measures);

Allowable Costs means the expenditure incurred by the Service Provider or an the Service Provider during the Contractual Term for the purposes of delivering the Service Provider's obligations which either falls within the categories listed in the 'Allowable Costs under Annex 3 or is listed in clause 5.2, and complies in all respects with the eligibility rules set out in clause 5 of these Conditions;

Annual Review means, the yearly review of the Service Provider's obligations in accordance with clause 6 of this Agreement.

Annex means the annexes attached to these Conditions which form part of this Agreement;

Application for Payment means the payment request submitted by the Service Provider to the Council in accordance with the instructions provided and subject to clause 4 of these Conditions

Asset means any assets that are to be purchased, improved or developed using the monies paid under this Agreement including equipment or any other assets which may be a Fixed Asset as appropriate, and **Assets** will be construed accordingly;

Branding Guidance means the Connect to Work branding guidance, as provided to the Service Provider by the Council and as amended from time to time;

Change of Control means the sale of all or substantially all the assets of a person; any merger, consolidation or acquisition of a person with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a person in one or more related transaction(s);

Code of Conduct means the Code of Conduct for Service Providers of Government General Grants published by the Cabinet Office in November 2018

including any subsequent updates from time to time;

Commencement Date means the date hereof

Confidential Information means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential:

Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure otherwise than by a breach of this Agreement);
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure;

Contracting Authority is as defined under the Procurement Act 2023;

Controller and Processor is as defined under the UK GDPR;

DPA 2018 means the Data Protection Act 2018;

Data Protection Legislation means; all applicable data protection and privacy legislation in force from time to time in the United Kingdom including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner and applicable to a Party.

Disposal means the disposal, sale, transfer of an Asset or any interest in any Asset and includes any contract for disposal;

EIR means the Environmental Information Regulations 2004 or any successor legislation;

Employed means where there is a contract of employment between an individual and an employer, the individual is paid through Pay as You Earn (PAYE) with tax and Class 1 National Insurance contributions automatically deducted, and the individual has access to employee benefits;

Employment Specialist means the practitioners, employed or engaged by the Service Provider, who carry out all phases of employment support on Connect to Work, who are responsible for supporting people back into paid employment and supporting those in employment to stay in work;

Event of Default means an event or circumstance set out in clause 27.1;

Fidelity Assessment means a review of current practice to measure how closely the Service Provider is adhering to its obligations hereunder;

Financial Year means from 1 April to 31 March;

Fixed Asset means any Asset which consists of land, buildings, plant and equipment acquired, developed, enhanced or constructed;

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Contractual Term means the duration of this Agreement as set out in clause 3.1 below;

Government Communications Service Branding Manual means the HM Government of the United Kingdom of Great Britain and Northern Ireland Branding Manual funded by UK Government first published by the Cabinet Office in November 2022, and is available at:

<https://qcs.civilservice.gov.uk/guidance/marketing/branding-guidelines/>
including any subsequent updates from time to time;

HMRC means HM Revenue and Customs;

HRA means the Human Rights Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Individual Placement and Support (IPS) means, a model of Supported Employment that helps people accessing health services find work to aid their recovery.

Information Acts means the Data Protection Legislation, FOIA and the EIR, as amended from time to time;

Instalment Period means Quarterly intervals as set out in Annex 4 when the Council will release payment to the Service Provider;

Intellectual Property Rights or IPRs means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

IPR Material means all material produced by the Service Provider or the Council or their respective Representatives in relation to the Service Provider's obligations during the Contractual Term (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);

Job Outcomes means both or either of Employed Job Outcomes and Self-employed Job Outcomes as relevant to the circumstances;

Joint Controllers means where two or more Data Controllers jointly determine the purposes and means of data processing; **Joint Control** shall be construed accordingly;

Law means any applicable law, statute, byelaw, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

Losses means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **Loss** will be interpreted accordingly;

Lower Threshold Job Outcome means both or either a Lower Threshold Employed Job Outcome or a Lower Threshold Self-Employed Job Outcome as relevant to the circumstances;

Maximum Sum means the sum of £2,777,894 being the maximum amount payable under this Agreement,

Month means a calendar month in the Contractual Term. **Monthly** shall be interpreted accordingly;

National Branding means any branding relating to Connect to Work or UK Government;

Party means the Council or the Service Provider and **Parties** shall be construed accordingly;

Participant means a person who meets the eligibility and suitability criteria for Connect to Work, agrees to participate in the programme and for whom a Programme Start is recorded;

Personal Data is as defined under the Data Protection Legislation;

Programme Starts means the point at which the Participant will have started on Connect to Work, being:

- (i) the point of completion of the first vocational profile meeting (i.e., the one scheduled at the initial meeting);
- (ii) there being a signed initial Vocational Action Plan, agreed following the completion of the initial vocational profile meeting; and
- (iii) the start has been notified to the Council;

Procurement Legislation means the Procurement Act 2023, the Procurement Regulations 2024 and the Public Contracts Regulations 2015 (if applicable in respect of the procurement from a framework which commenced prior to 24th February 2025) including their amendments, updates and replacements from time to time;

Prohibited Act means:

- (a) directly or indirectly offering, giving or agreeing to give to any servant of the Council or the Crown any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Agreement; or
 - (ii) showing or not showing favour or disfavour to any person in relation to the Agreement;
- (b) committing any offence:
 - (iii) under the Bribery Act 2010;
 - (iv) under legislation creating offences in respect of fraudulent acts; or
 - (v) at common law in respect of fraudulent acts in relation to the Agreement; or
- (c) defrauding or attempting to defraud or conspiring to defraud the Council or the Crown;

Publication means any announcement, comment or publication of any publicity material by the Service Provider concerning the Service Provider's obligations, the Agreement or the Council;

Quarter means each consecutive period of 3 calendar months during the Contractual Term. **Quarterly** shall be interpreted accordingly;

Remedial Action Plan means the plan of action submitted by the Service Provider to the Council following an Event of Default pursuant to the rectification plan process set out in clauses 27.4 to 27.9;

Representatives means any of the Parties' duly authorised directors, employees, officers, agents, professional advisors and consultants;

Self-employed means where someone runs their business for themselves and takes responsibility for its success or failure. They conduct a trade, profession or vocation and normally report their income and pay tax and Class 2 National Insurance contributions through self-assessment, or Construction Industry Scheme (CIS). Self-employed workers are not paid through PAYE, and they do not have the rights and responsibilities of an employee, and **Self-employment** shall be construed accordingly (<https://www.gov.uk/employment-status/employee>);

Self-employed Job Outcome means a Lower Threshold Self-Employed Job Outcome or a Higher Threshold Self-Employed Job Outcome;

Special Payments means ex gratia expenditure by the Service Provider to a third party where no legal obligations exist for the ex-gratia expenditure. Special Payments may include, but is not limited to, out-of-court settlements, compensation, or additional severance payments to the Service Provider's employees;

Subsidy Control Act means the Subsidy Control Act 2022

Supported Employment means the 'place train and maintain' employment approach using the five-stage model to help people move into and retain work as described in

Technical Note: Supported Employment Delivery Model;

Supported Employment Quality Framework (SEQF) means the five basic principles of Supported Employment (client engagement, vocational profiling, job finding, engagement, on and off job support) by improving services for vulnerable job seekers, employees, and their employers.

Supporting Organisations means a broad range of supporting organisations who will play a role in generating interest and supporting potential participants.

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) or any successor legislation

UK GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;

Unallowable Costs means expenditure incurred by the Service Provider which is not Allowable Costs and as set out under clauses 5.3 and 5.4 below;

Unspent Monies means any monies paid to the Service Provider in advance of its Allowable Costs, which remains unspent and uncommitted at the end of the Financial Year or upon the expiry or termination of this Agreement

VAT means value added tax chargeable in the UK; and

Vocational Action Plan means the live document containing a Participant's vocational profile and job/educational experiences;

Working Day means any day from Monday to Friday (inclusive) which is not a bank holiday in England and Wales.

2 INTERPRETATION

unless the context otherwise requires:

- i. the singular includes the plural and vice versa;
- ii. reference to a gender includes the other gender and the neuter;
- iii. references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- iv. a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- v. the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";

- vi. references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;
- vii. references to "representations" will be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to conditions under the Agreement;
- viii. the headings in this Agreement are for ease of reference only and will not affect the interpretation or construction of this Agreement.

2.2. Where there is any conflict between the documents that make up this Agreement the conflict the following order of precedence shall apply:

- 2.3.1. The provisions set out in the main body of this Agreement, excluding the Annexes;
- 2.3.2. Annex 2 (Data Protection);
- 2.3.3. the other Annexes

3. DURATION AND PURPOSE OF THIS AGREEMENT

- 3.1. The Contractual Term starts on the Commencement Date and expires on 31 March 2030 unless terminated earlier in accordance with this Agreement.
- 3.2. the Service Provider shall use monies paid under this Agreement solely for the delivery of the Service Provider's obligations.
- 3.3. If the Council wants to make a change to the monies paid under this Agreement, (including but not limited to amending the Specification, and/or the Maximum Sum) in accordance with clause 4.4 it may do so subject to giving reasonable written notice to the Service Provider. In the event the Grant is amended in accordance with this clause 3.4, the provisions in clause 26.1 shall apply
- 3.4. the Service Provider will appoint a single point of contact who will act as the main contact point for everything related to Connect to Work. The details of this individual are set out in Annex 1 of this Agreement.
- 3.5. The Agreement dated 5th February 2026 between the Parties (the Former Contact) is hereby terminated with immediate effect. With effect from the date hereof each Party waives any right to enforce any obligation against the other Party under the Former Contract

4. PAYMENT UNDER THIS AGREEMENT

- 4.1. subject to the remainder of this clause 4 the Council shall pay the Service Provider an amount not exceeding the Maximum Sum
- 4.2. the Service Provider must complete and sign the confirmation of bank details as reasonably required by the Council

- 4.3. The Maximum Sum will not be increased in the event of any overspend by the Service Provider in its delivery of the Service Provider's obligations. the Service Provider agrees that the Maximum Sum is the amount agreed at the Commencement Date.
- 4.4. the Service Provider acknowledges that the Maximum Sum that the Council will pay to the Service Provider under this Agreement is not guaranteed, and in the event funding for Connect to Work is reduced or withdrawn by the Accountable Body, for any reason whatsoever, the Council may:
 - 4.4.1. reduce the Maximum Sum, in which case the payments shall, in the Instalment Periods, thereafter, be made in accordance with the reduction and the Service Provider will be notified accordingly; and/or
 - 4.4.2. terminate this Agreement upon prior written notice.
- 4.5. the Council will only pay the monies to the Service Provider in respect of Allowable Costs incurred by the Service Provider. Approved payments will be made quarterly in arrears. the Council will only make a payment to the Service Provider once the Council is satisfied that the Service Provider has provided a sufficient assurance that such monies have been used solely in respect of Allowable Costs.
- 4.6. the Service Provider will provide the Council with all evidence which the Council may reasonably require of the costs/payments incurred, which fall within the classification of Allowable Costs under clause 5.2. The evidence which the Service Provider is required to provide to the Council may include (but will not be limited to) evidence of payments incurred including receipts and invoices
- 4.7. the Service Provider agrees that:
 - 4.7.1. it will not apply for, or obtain, duplicate funding in respect of any part of the Service Provider's obligations which have been paid for in full using monies paid under this Agreement;
 - 4.7.2. the Council will not make the first payment unless or until, the Council is satisfied that:
 - (i) the payment will be used for Allowable Costs only; and
 - (ii) if applicable, any previous payments have been used for the activities set out in the Specification or, where there are Unspent Monies, these have been repaid to the Council.
- 4.8. The Service Provider shall make Applications for Payment by the last calendar day of the month following the end of the relevant Instalment Period,.
- 4.9. the Council will endeavour to make payments to the Service Provider within 30 Working Days of the Service Provider submitting a valid Application for Payment.
- 4.10. the Council will have no liability to the Service Provider for any Losses caused by a delay in the payment of an Application for Payment howsoever arising.
- 4.11. Without prejudice to any other right or remedies of the Council, the Council reserves the right not to pay
 - (i) any Application for Payment, which is not submitted within the period set out in clause 4.8; or

- (ii) any Application for Payment which is incomplete, incorrect or submitted without the full supporting documentation; or
- (iii) any Application for Payment where the Service Provider has failed to meet the Agreed Objectives for the relevant Instalment Period.

4.12. the Service Provider shall promptly notify and repay immediately to the Council any monies incorrectly paid to it either because of an administrative error or otherwise. If the Service Provider fails to repay the sum due immediately or within any other timeframe reasonably specified by the Council, the sum will be recoverable summarily as a civil debt.

4.13. The use of sub-contractors by the Service Provider shall not relieve the Service Provider of any of its obligations under this Agreement,

4.14. the Service Provider may not retain any Unspent Monies without Council's prior written consent.

4.15. If at the end of the relevant Financial Year there are Unspent Monies, the Service Provider shall repay such Unspent Monies to the Council no later than 30 days of Council's request for repayment.

4.16. Where the Service Provider enters a sub-contract with any third party for the purpose of performing any of its obligations hereunder the Service Provider shall ensure that a term is included in such a sub-contract that requires payment to be made of undisputed sums by the Service Provider to that third party within a specified period not exceeding 30 days from the receipt of a valid invoice.

4.17. Wherever under this Agreement any sum of money is recoverable from or payable by the Service Provider (including any sum which the Supplier is liable to pay to the Council in respect of any breach of the contract), the Council may deduct that sum from any sum then due, or which at any time may become due to the Service Provider under this Agreement.

4.18. Cost validation process:

4.18.1. All Applications for Payment submitted to the Council by the Service Provider shall be made in accordance with instructions provided by the Council.

4.18.2. the Service Provider shall implement proportionate controls and assurance measures in relation to its in-house costs payments, and shall ensure that all costs claimed are Allowable Costs, and are accurate, valid and reasonable.

4.18.3. If a pre-payment check carried out by the Council is partially or wholly failed, the Service Provider shall cooperate with the Council and provide timely responses to the Council as required.

4.18.4. the Service Provider shall engage with the Council in its post-payment validation processes. The Service Provider acknowledges that if the post-payment validation process shows errors in the in-house cost claims, the subsequent payment will be adjusted to reflect such errors. Such errors and failed claims will be detailed in the post-payment validation outcome reports provided to the Service Provider.

4.18.5. the Council may, from time to time and upon written notice to the Service Provider, amend the sampling and/or procedural methodologies used in the cost-validation process.

4.19 If a Party fails to make any payment to the other Party under this Agreement by the due date for payment ("Due Date") then the defaulting Party shall pay interest on the overdue amount at the rate of 2% per annum above the Bank of England Base Rate from time to time. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment. This clause shall not apply to payments which the defaulting party disputes in good faith.

5. ALLOWABLE COSTS

5.1. the Council will only make payments in respect of Allowable Costs incurred by the Service Provider for the sole purpose of delivering the Service Provider's obligations.

5.2. The following costs will also constitute Allowable Costs:

5.2.1. costs incurred arising directly from the Service Provider responding to public consultations, where the topic is relevant to the objectives of the Service Provider's obligations. For the avoidance of doubt, Allowable Costs does not include the Service Provider spending monies paid to it under this Agreement on lobbying other people to respond to any such consultation (unless in accordance with the provisions of this Agreement);

5.2.2. costs incurred in providing independent, evidence-based policy recommendations to local government, or Government departments or government ministers, in relation to the Connect to Work initiative; and

5.3. the Service Provider may not in any circumstance claim as Allowable Costs any expenditure incurred in connection with any of the following activities:

5.3.1. paid for lobbying, which means lobbying (via an external firm or in-house staff) to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;

5.3.2. campaigning for additional funding;

5.3.3. expenses, such as entertaining, specifically aimed at exerting undue influence to change government policy;

5.3.4. input VAT reclaimable by the Service Provider from HMRC;

5.3.5. activities of a political or religious nature.

5.4. Other examples of Unallowable Costs, which are prohibited and cannot be claimed for as Allowable Costs, include (but are not limited to) the following:

5.4.1. any contribution to a Participant's salary;

5.4.2. incentives paid to Participants;

5.4.3. contributions in kind;

5.4.4. interest payments or service charge payments for finance leases;

5.4.5. gifts;

- 5.4.6. statutory fines, criminal fines or penalties, civil penalties, damages or any associated legal costs;
- 5.4.7. payments for works or activities which the Service Provider has a statutory duty to undertake, or that are funded from other sources;
- 5.4.8. bad debts to related parties;
- 5.4.9. payments for unfair dismissal or other compensation;
- 5.4.10. depreciation, amortisation or impairment of assets owned by the Service Provider;
- 5.4.11. the acquisition or improvement of Assets by the Service Provider or the Service Provider (); and
- 5.4.12. liabilities incurred before the commencement of this Agreement unless agreed in writing by the Council.

6. ANNUAL REVIEW

- 6.1. The Service Provider understands that this Agreement is subject to an annual review by one or more third parties instructed by the Accountable Body which shall take place on or around each anniversary of the Commencement Date. Such reviews will assess the Service Provider's delivery of its obligations against the Agreed Objectives in the relevant review year. Each Annual Review may result in the Accountable Body directing the Council to take any of the following courses of action:
 - 6.1.1. the Service Provider's obligations to continue unamended
 - 6.1.2. there shall be an increase or decrease in funding for the 12-month period following the relevant Annual Review;
 - 6.1.3. the Agreed Objectives shall be re-defined and agreed;
 - 6.1.4. the Service Provider shall provide the Council with a draft Remedial Action Plan setting out the steps the Service Provider will take to improve delivery of the Service Provider's obligations;
 - 6.1.5. the Council to recover any Unspent Monies;
 - 6.1.6. the termination of this Agreement in accordance with clause 27.11 of this Agreement;
 - 6.1.7. any other action which the Accountable Body directs the Council to take.
- 6.2. If the Service Provider is required to submit a draft Remedial Action Plan in accordance with clause 6.1.4, the Remedial Action Plan process set out in clauses 27.4 to 27.10 shall apply.
- 6.3. the Service Provider may make representations to the Council regarding Council's decision made in accordance with clause 6.1. the Council is not however obliged to take such representations into account when making its decision as any such decision will be in Council's absolute discretion.

7. MONITORING AND REPORTING

- 7.1. the Service Provider shall:

- 7.1.1. notify the Council as soon as reasonably practicable of any actual or anticipated failure to meet any of its obligations under this Agreement;
- 7.1.2. promptly provide revised forecasts of income and expenditure to the Council on a quarterly basis or expeditiously upon the request by the Council;
- 7.1.4 provide the Council with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Council may require, from time to time, and
- 7.1.5 allow any person authorised by the Council access, with reasonable notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Service Provider's performance under this Agreement.

- 7.2. the Service Provider will, if required, participate in monthly meetings with the Council to discuss delivery of the Service Provider's obligations, progress against the Agreed Objectives these monthly meetings to be held at a location determined by the Council.
- 7.3. The Service Provider shall provide the Council with Monthly and Quarterly reports in such format at the Council shall reasonably require which set out the progress made towards achieving the Agreed Objectives and the Service Provider's obligations

8. AUDITING AND ASSURANCE

- 8.2. the Council may, at any time during and up to 7 years after the end of this Agreement, conduct additional audits or ascertain additional information (including but not limited to audit reports) where the Council considers it necessary. the Service Provider agrees to grant the Council or its Representatives access, as required, to all Service Provider's sites and relevant records. The Service Provider will ensure that necessary information and access rights are explicitly included within all arrangements with sub-contractors.
- 8.3. If the Council requires further information, explanations and documents in order for the Council to establish that monies paid under this Agreement has been used properly in accordance with this Agreement, the Service Provider will, within 5 Working Days of a request by the Council, provide the Council, free of charge, with the requested information.
- 8.4. the Service Provider shall maintain a record of internal financial controls and procedures and provide the Council with a copy if requested.
- 8.5. the Service Provider shall retain all invoices, receipts, accounting records and any other documentation relating to the Allowable Costs and income generated by the Service Provider's obligations during the Contractual Term and for a period of 6 years after the end of the financial year in which costs have been incurred.

9. ADDITIONAL ASSURANCE PROCESSES

- 9.1. The Accountable Body may direct the Council to comply with a Fidelity Assessment process to deliver quality assurance of the Supported Employment activities set out in the Specification and the provisions hereunder. The Service Provider shall cooperate

with the Council and any such appointed third party and engage fully with the Fidelity Assessment process..

9.2. Controls Assurance Activity:

- 9.2.1. The Service Provider shall cooperate with the Council by fully engaging with the controls assurance review process. This may include, but is not limited to, self-assessments, external assessments and their subsequent reports, and the creation of action plans.
- 9.2.2. the Council may, subject to giving the Service Provider reasonable notice, carry out a controls assurance review of the delivery and management of the Service Provider's obligations and identify any risks to the effectiveness of such delivery and management. Such findings shall be shared with the Service Provider.
- 9.2.3. In the event that the controls risks review identifies deficiencies in the Service Provider's performance then the Service Provider shall develop, and share with the Council, a controls action plan within a reasonable timeframe imposed by the Council,
- 9.2.4. The frequency of the controls assurance review will be determined by the Council.
- 9.2.5. If the Service Provider delivers all or part of the Connect to Work programme via any third party it shall ensure the relevant sub-contract contains adequate provisions requiring such third party to comply with the controls assurance review process detailed in this clause 9.2.

10. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY

- 10.1. the Service Provider will comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010.
- 10.2. the Service Provider must have a robust audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the monies paid under this Agreement..
- 10.3. All instances of fraud or theft, or suspected fraud or theft, relating to monies paid under this Agreement must be notified to the Council forthwith. the Service Provider shall explain to the Council what steps are being taken to investigate the irregularity and shall keep the Council informed about the progress of any such investigation. the Council may however request that the matter (which the Service Provider is obliged to carry out) be referred to external auditors or another third party as required by the Council.

11. CONFLICTS OF INTEREST

- 11.1. The Service Provider shall not engage in any personal, business or professional activity which conflicts or could conflict with any of its obligations under this Agreement.

- 11.2. the Service Provider must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

12. CONFIDENTIALITY

- 12.1. Except to the extent set out in this clause 12 or where disclosure is expressly permitted, the Service Provider shall treat all Confidential Information belonging to the Council as confidential and shall not disclose any Confidential Information belonging to the Council to any other person without the prior written consent of the Council, except to such persons who are directly involved in the provision of the Service Provider's obligations and who need to know the information.
- 12.2. the Service Provider gives its consent for the Council to publish this Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the Council or the Service Provider redacted), including from time-to-time agreed changes to this Agreement.
- 12.3. Nothing in this clause 12 shall prevent (i) the Council disclosing any Confidential Information obtained from the Service Provider:
 - 12.3.1. for the purpose of the examination and certification of Council's accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Council has used its resources; or
 - 12.3.2. where disclosure is required by Law, including under the Information Acts.
- 12.4. Nothing in this clause 12 shall prevent the Council disclosing any Confidential Information obtained from the Service Provider to any government department, consultant, contractor or other person engaged by the Council, provided that in disclosing information in accordance with this clause 12, the Council only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
- 12.5. Nothing in this clause 12 shall prevent either Party from using any techniques, ideas or know-how gained whilst meeting its obligations under this Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

13. INSURANCE AND INDEMNITY

- 13.1. Subject to clauses 13.2 and 13.3 below, the Service Provider hereby indemnifies and keeps indemnified the Council from and against any damage loss costs claims demands expenses liabilities and proceedings arising under any statute or at common law in respect of loss injury or damage to any property or in respect of personal injury to or the death of any person arising out of or in the course of or in connection with or caused by the carrying out of the Service Provider's obligations hereunder or as a consequence of a breach by the Service Provider of the terms of this Agreement.
- 13.2. The Service Provider shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Council

13.3 Without prejudice to the foregoing the Service Provider shall for the duration of this Agreement maintain insurance with a well-established insurance provider or underwriter of good repute with the following limits of indemnity for any one occurrence or series of occurrences arising out of any one event :-

13.3.1 Employers' Liability Insurance in respect of the Supplier's Employees in compliance with the Employers' Liability (Compulsory Insurance) Act 1969 and any order thereunder or amendment thereto to a limit of not less than five million pounds

13.3.2 Public Liability Insurance in respect of any liability damage loss expense cost claim or proceedings in respect of personal injury to or death of any person or injury or damage to any property arising out of or in connection with the performance of the Service for a limit of indemnity of not less than five million pounds

13.4. In the event that the Service Provider is or becomes in breach of any obligation under clause 13.3 the Council may at its discretion insure and deduct a sum equivalent to the amount paid or payable in respect of premiums from any monies due or shall become due hereunder to the Service Provider or recover said monies from the Service Provider as a debt.

13.5. For the avoidance of doubt, the indemnity given in favour of the Council under clause 13.1 above shall not be construed as excluding, limiting or circumscribing any other right which the Council may have to recover losses from the Service Provider.

13.6. The provisions of this clause 13 shall survive the expiry or termination of this Agreement howsoever arising.

13.7. Neither party limits or excludes its liability for (a) fraud or fraudulent misrepresentation; (b) death or personal injury caused by its negligence; (c) breach of any obligation as to title implied by statute; or (d) any other matter which may not be limited or excluded under law; and

13.8. The Service Provider's liability under this Agreement is limited to ten million pounds

14. STATUTORY DUTIES

14.1. the Service Provider agrees to adhere to its obligations under the Law including but not limited to the Information Acts.

14.2. Where requested by the Council, the Service Provider will provide reasonable assistance and cooperation to enable the Council to comply with its information disclosure obligations under the Information Acts.

14.3. On request from the Council, the Service Provider will provide the Council with all such relevant documents and information relating to the Service Provider's data protection policies and procedures as the Council may reasonably require.

14.4. the Service Provider acknowledges that the Council, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Service Provider, and this Agreement without consulting the Service Provider.

- 14.5. the Council will take reasonable steps to notify the Service Provider of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in this Agreement, the Council will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

15. DATA PROTECTION AND PUBLIC PROCUREMENT

Data Protection

- 15.1. the Service Provider and the Council will comply with their respective obligations under Data Protection Legislation.
- 15.2. The Parties shall comply with the provisions set out in Annex 2.

Public Procurement

- 15.3. the Service Provider will adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services which uses monies paid under this Agreement.
- 15.4. Where the Service Provider is a Contracting Authority within the meaning of Procurement Legislation, the Service Provider will comply, as necessary, with Procurement Legislation when procuring goods and services in connection with this Agreement and the Council shall not be liable for the Service Provider's failure to comply with its obligations under the Procurement Legislation.

16. SUBSIDY CONTROL

NOT USED

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1. Other than as expressly set out under this Agreement, neither Party will have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent. All IPR in the materials produced by the Council or a third party in relation to Connect to Work shall remain with the Council or the third party (as applicable).
- 17.2. the Service Provider grants to the Council a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting the Service Provider's obligations and other projects.

18. ENVIRONMENTAL REQUIREMENTS

- 18.1. the Service Provider shall make reasonable endeavours to ensure that the Service Provider's obligations are performed in accordance with Council's environmental policy.

19. ASSETS

NOT USED

20. COUNCIL'S LIMITATION OF LIABILITY

- 20.1. the Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Service Provider or any the Service Provider delivering the Service Provider's obligations, or from withdrawal, withholding, suspension or termination of this Agreement. the Service Provider shall indemnify and hold harmless the Council, and its Representatives with respect to all actions, claims, charges, demands, losses and proceedings arising from or incurred by reason of (i) the action(s) and/or omission(s) of the Service Provider or any the Service Provider in relation to the Service Provider's obligations; (ii) the non-fulfilment of condition(s) of the Service Provider under this Agreement; and/or (iii) the performance or non-performance by the Service Provider.
- 20.2 The Council's liability for any single incident is limited to the Maximum Sum minus any monies that have been paid under this Agreement

21. ASSIGNMENT

- 21.1. the Service Provider will not transfer, assign, novate or otherwise sub- contact part of this Agreement or any rights under it without the Council's prior written consent.
- 21.2 the Council may novate this Agreement, prior to a local government re-organisation, to any successor local authority body. The Service Provider shall expeditiously sign any such instrument of novation provided to it by the Council.

22. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY

- 22.1. the Service Provider will not use any monies paid under this Agreement for advertising, communications, consultancy or marketing in the absence of the Council's prior written consent. Any such advertising, communications, consultancy or marketing must be in connection with the Service Provider's obligations hereunder and Branding Guidance.
- 22.2. In deciding whether to grant permission under clause 21.1 the Council may require the Service Provider to provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the any monies paid under this Agreement will deliver measurable outcomes that meet the objective of securing value for money.

23. LOSSES, GIFTS AND SPECIAL PAYMENTS

- 23.1. the Service Provider must obtain prior written consent from the Council before uses any monies to be paid to it under this Agreement;
 - 23.1.1. writes off any debts or liabilities;
 - 23.1.2. offers to make or makes any Special Payments; or
 - 23.1.3. makes any gift,

24. BORROWING

- 24.1. In accordance with clause 23 and this clause 24, the Service Provider must obtain prior written consent from the Council before it:
 - 24.1.1. borrows or lends money from any source in connection with this Agreement and/or the Service Provider's obligations; and
 - 24.1.2. gives any guarantee or letter of comfort that relates to this Agreement, or has any impact on the Service Provider's ability to deliver the Service Provider's obligations under this Agreement.

25. PUBLICITY AND BRANDING

- 25.1. the Service Provider gives consent to the Council to publicise in the press or any other medium the subject matter of this Agreement and details of the Service Provider's obligations using any information gathered from the Service Provider's tender submission or any monitoring reports submitted to the Council in accordance with this Agreement.
- 25.2. the Service Provider will comply with all reasonable requests from the Council to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Council in its promotional and fundraising activities relating to the Service Provider's obligations.
- 25.3. the Service Provider shall:
 - 25.3.1. comply with the Branding Guidance
 - 25.3.2. comply with any additional requirements of the Government Communications Service Branding Manual, if relevant; and
 - 25.3.3. cease use of any National Branding materials or assets on demand if directed to do so by the Council.

- 25.4. In using any National Branding assets and materials, the Service Provider will comply with any additional guidelines issued by the Council.

26. CHANGES TO THE COUNCIL'S REQUIREMENTS

- 26.1. the Council will notify the Service Provider, in accordance with clause 3.3, of any changes required to the Maximum Sum. In the event the Maximum Sum is amended, the Agreed Objectives shall be adjusted on a proportionate and pro-rated basis, and the relevant documents shall be adjusted accordingly. All amendments shall be agreed in writing between authorised representatives of each Party. For the avoidance of doubt, the Maximum Sum shall not be adjusted in the first Financial Year of this Agreement.
- 26.2. the Service Provider will use all reasonable endeavours to accommodate any changes to Council's needs and requirements under this Agreement. Where the Service Provider fails to implement the required changes, and escalations by the Council have failed to resolve the issue, the Council may withhold or suspend payments or terminate this Agreement. One month's notice will be given to the Service Provider prior to withholding or suspending any payments, or terminating this Agreement, under this clause 26.2.

27. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION

Events of Default

27.1. the Council may exercise its rights set out in clause 27.3 if any of the following events occur:

- 27.1.1. the Service Provider uses monies paid under this Agreement for a purpose other than the discharge of the Service Provider's obligations hereunder;
- 27.1.2. the Service Provider is in breach of this Agreement;
- 27.1.3. where delivery of the Service Provider's obligations does not start on the Commencement Date;
- 27.1.4. the Service Provider uses the monies paid under this Agreement for Unallowable Costs;
- 27.1.5. the Service Provider fails, in Council's opinion, to make satisfactory progress towards meeting the Agreed Objectives;
- 27.1.6. the Service Provider fails to:
 - (i) submit an adequate Remedial Action Plan to the Council following a request by the Council pursuant to clause 6.1.4 or clause 27.3.4; or
 - (ii) improve delivery of the Service Provider's obligations in accordance with the Remedial Action Plan approved by the Council;
- 27.1.7. the Service Provider is, in the opinion of the Council, delivering the Service Provider's obligations in a negligent manner;
- 27.1.8. the Service Provider applies for or obtains duplicate funding in breach of clause 4.7.1;
- 27.1.9. the Service Provider receives funding from a third party which, in the opinion of the Council, undertakes activities that are likely to bring the reputation of the Connect to Work Programme or the Council or the Accountable Body into disrepute;
- 27.1.10. the Service Provider provides the Council with any misleading or inaccurate information and/or any of the information provided in the tender submission or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Council considers to be significant;
- 27.1.11. the Service Provider commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Council, whether committed by the Service Provider, or a third party, as soon as the Service Provider becomes aware of it;
- 27.1.12. the Council determines (acting reasonably) that the Service Provider or any of their respective Representatives has:

- (i) acted dishonestly or negligently at any time during the term of this Agreement and to the detriment of the Council;
- (ii) taken any actions which unfairly brings or are likely to unfairly bring Council's reputation into disrepute. Actions include omissions in this context;
- (iii) purports to transfer, assign or novate this Agreement to any third party without Council's consent; or
- (iv) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;

27.1.13. the Service Provider ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

27.1.14. the Service Provider becomes insolvent as defined by section 123 of the Insolvency Act 1986, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;

27.1.15. a court, tribunal or independent body or authority of competent jurisdiction requires any monies paid under this Agreement to be recovered by reason of breach of the UK's domestic obligations under the Subsidy Control Act or its international obligations (including under the Trade and Cooperation Agreement);

27.1.16. the Service Provider undergoes a Change of Control which the Council, acting reasonably, considers will be materially detrimental to the Service Provider's obligations;

27.1.17. the Service Provider fails to engage in the controls assurance review process detailed in clause 9.2.

27.1.18. the Service Provider breaches the Code of Conduct

27.2. Where, the Council determines that an Event of Default has occurred, the Council shall notify the Service Provider to that effect in writing, setting out any relevant details, of the failure to comply with this Agreement, and details of any action that the Council intends to take or has taken.

Rights reserved for the Council in relation to an Event of Default

27.3. Where, the Council determines that an Event of Default has occurred, the Council may take any one or more of the following actions:

- 27.3.1. suspend or terminate the payment of monies under this Agreement for such period as the Council shall determine; and/or
- 27.3.2. reduce the Maximum Sum in which case the payments shall thereafter be made in accordance with the reduction and the Service Provider will be notified accordingly; and/or
- 27.3.3. require the Service Provider to repay to the Council the whole or any part of the amount previously paid. Such sums shall be recoverable as a civil debt; and/or

- 27.3.4. give the Service Provider an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in clauses 27.4 to 27.10; and/or
- 27.3.5. terminate this Agreement.

Opportunity for the Service Provider to remedy an Event of Default

- 27.4. Where, in accordance with clause 27.3.4, the Service Provider is given an opportunity to commence remedying the Event of Default by submitting a draft Remedial Action Plan, the draft Remedial Action Plan shall be submitted to the Council for approval, within 5 Working Days of the Service Provider receiving notice from the Council.
- 27.5. The draft Remedial Action Plan shall set out:
 - 27.5.1. full details of the Event of Default; and
 - 27.5.2. the steps which the Service Provider proposes to take to rectify the Event of Default including timescales.
- 27.6. On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the Council will submit its comments on the draft Remedial Action Plan to the Service Provider.
- 27.7. the Council shall have the right to accept or reject the draft Remedial Action Plan. If the Council rejects the draft Remedial Action Plan, the Council shall confirm, in writing, the reasons why it has rejected the draft Remedial Action Plan and will confirm whether the Service Provider is required to submit an amended Remedial Action Plan to the Council.
- 27.8. If the Council directs the Service Provider to submit an amended draft Remedial Action Plan, the Parties shall agree a timescale for the Service Provider to amend the draft Remedial Action Plan to consider Council's comments.
- 27.9. If the Council does not approve the draft Remedial Action Plan the Council may, at its absolute discretion, terminate this Agreement.
- 27.10. If an Event of Default occurs under clause 27.1.5 and the Event of Default is capable of remedy, the Council will give the Service Provider an opportunity to remedy that Event of Default in accordance with clauses 27.4 to 27.9 before suspending funding or terminating this Agreement. This clause 27.10 will not apply if the Event of Default reoccurs.

General Termination rights – Termination for Convenience

- 27.11. Either Party may terminate this Agreement at any time by giving at least 3 months' written notice to the other Party.
- 27.12. If applicable, all Unspent Monies (other than those irrevocably committed in good faith before the date of termination, in line with this Agreement and approved in writing by the Council as being required to finalise the Service Provider's obligations) shall be returned by the Service Provider to the Council within 30 days of the date of receipt of a written notice of termination from the Council.
- 27.13. If the Council terminates this Agreement in accordance with clause 27.11, the Council may choose to pay the Service Provider's reasonable costs in respect of the delivery

of the Service Provider's obligations performed up to the termination date. Such documentary evidence of these reasonable costs as the Council requires will be provided to the Council by the Service Provider and payment of any reasonable costs will be subject to the Service Provider demonstrating that it has taken adequate steps to mitigate these costs. For the avoidance of doubt, the amount of reasonable costs payable will be determined solely by the Council.

- 27.14. the Council will not be liable to pay any of the Service Provider's costs or those of any sub-contractor of the Service Provider related to any transfer under TUPE or the termination of employment of any employees including any redundancy or related costs.
- 27.15. For the avoidance of doubt the Council shall not be liable to make any payments to the Service Provider for any liabilities arising out of the expiry or termination of this Agreement.
- 27.16. the Service Provider shall, upon written request by the Council and in any event on termination of this Agreement, expeditiously return to the Council all of Council's data, documents and other materials in its possession or control.
- 27.17. Termination or expiry of this Agreement shall be without prejudice to any rights or remedies accrued under it prior to termination or expiry and nothing in this Agreement shall prejudice the right of either Party to recover any amount outstanding at termination or expiry.
- 27.18. Any obligations under this Agreement that remain unfulfilled following the expiry or termination of this Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

Change of Control

- 27.19. the Service Provider shall notify the Council immediately in writing and as soon as the Service Provider is anticipating or is undergoing a Change of Control.
- 27.20. the Service Provider shall ensure that any notification made pursuant to clause 27.19 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control
- 27.21. Following notification of a Change of Control the Council shall be entitled to exercise its rights under clause 27.1 of this Agreement providing the Service Provider with notification of its proposed action in writing within three (3) months of being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred

28. TUPE

- 28.1. the Service Provider shall, no later than 6 months prior to the expiry, or as soon as possible in the event that this Agreement is terminated, fully and accurately disclose to the Council all staffing information reasonably required by the Council including, but not limited to, the total number of staff assigned for the purposes of the TUPE to the Service Provider's obligations. This shall include, where relevant, the staff of any sub-contractor engaged by the Service Provider to deliver the Service Provider's obligations (or part of the Service Provider's obligations). For each person so identified,

the Service Provider shall provide, in a suitably anonymised format to comply with the Data Protection Legislation, details of:

- 28.1.1. the activities they perform;
- 28.1.2. amount of working time assigned to the Service Provider's obligations;
- 28.1.3. date of birth;
- 28.1.4. start date;
- 28.1.5. length of continuous service;
- 28.1.6. place of work;
- 28.1.7. notice period;
- 28.1.8. employment status;
- 28.1.9. identity of employer;
- 28.1.10. redundancy pay entitlement;
- 28.1.11. salary, benefits and pension entitlements;
- 28.1.12. any applicable collective agreement;
- 28.1.13. copies of all relevant employment contracts and related documents; and
- 28.1.14. all information required under regulation 11 of the TUPE or as reasonably requested by the Council.

28.2. the Service Provider warrants the accuracy of the information provided under this clause and will notify the Council of any changes to the information as soon as reasonably possible. The Service Provider consents to the Council sharing the information provided under this clause to any prospective replacement Service Provider.

28.3. In the 6 months before the expiry of this Agreement, the Service Provider shall not, and shall procure that any sub-contractor engaged by the Service Provider to deliver the Service Provider's obligations (or part of the Service Provider's obligations) shall not, without the prior consent of the Council (such consent not to be unreasonably withheld or delayed):

- 28.3.1. change the identity and number of staff assigned to the Service Provider's obligations other than in the ordinary course of business;
- 28.3.2. amend or vary the terms and conditions of employment or engagement of any staff assigned to the Service Provider's obligations other than in the ordinary course of business; and/or

- 28.3.3. terminate or give notice to terminate the employment or engagement of any staff assigned to the Service Provider's obligations (other than in circumstances in which the termination is for reasons of misconduct or lack of capability).
- 28.4. the Service Provider shall, and shall procure that any sub-contractor engaged by the Service Provider to deliver the Service Provider's obligations (or part of the Service Provider's obligations) shall, comply with all its employment obligations up to the date of a Relevant Transfer including, but not limited to, the payment of all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which are attributable in whole or in part to the period ending on (but not including) the date of a Relevant Transfer)
- 28.5. the Service Provider will, and shall procure that any sub-contractor engaged by the Service Provider to deliver the Service Provider's obligations (or part of the Service Provider's obligations) will, co-operate with the Council in respect of any exit transition arrangements by allowing any replacement the Service Provider to communicate with and meet the affected employees or their representatives.
- 28.6. the Service Provider will indemnify the Council and/or any replacement the Service Provider against any claim, losses, liability, expense or demand whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise arising from:
 - 28.6.1. its failure to comply with the provisions of this clause; and/or
 - 28.6.2. any claim by any employee or person claiming to be an employee (or their employee representative) of the Service Provider, and/or any sub-contractor of the Service Provider, which arises or is alleged to arise from any act or omission by the Service Provider, and/or any sub-contractor of the Service Provider, before but not including the date of a Relevant Transfer.
- 28.7. The provisions of this clause apply during the term of this Agreement and indefinitely after it terminates or expires.
- 28.8. Notwithstanding any other provisions of this Agreement, for the purposes of this clause the relevant third party shall be able to enforce its rights under this clause, but their consent will not be required to vary these clauses as the Council, and the Service Provider may agree.

29. THIRD PARTY RIGHTS

Nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it and the Contracts (Rights of Third Parties) Act 1999 shall not apply

30. DISPUTE RESOLUTION

- 30.1. The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of this Agreement.

- 30.2. All disputes and complaints (except for those which relate to Council's rights under clause 27.3 or Council's right to terminate this Agreement) shall be referred in the first instance to the Parties' Representatives.
- 30.3. If the dispute cannot be resolved between the Parties' Representatives within a maximum of one month, then the matter will be escalated to formal meeting between the Council's nominated representative and the Service Provider's chief executive (or equivalent).

31. VAT

- 31.1. Unless the Council instructs the Service Provider otherwise VAT costs do not constitute Allowable Costs, and the Service Provider shall not claim any VAT under this Agreement and all payments made to the Service Provider by the Council shall be deemed to be inclusive of VAT and the Council shall not be obliged to pay any additional amount by way of VAT.
- 31.2. If any sums or other consideration is payable to, or provided by the Service Provider, to the Council, such payments shall be deemed to be exclusive of all VAT payable. Where any such sums become payable or due to the Council, or other consideration is provided to the Council, the Service Provider shall at the same time, or on demand by HMRC (in addition to such sums, or other consideration payable to SCC), pay to HMRC all the VAT so payable upon the receipt of a valid VAT invoice.
- 31.3. If the Service Provider wishes to deliver all or part of the Connect to Work programme through a third party, it shall make its own assessment as to whether that third party is eligible to charge VAT and if so, whether the Service Provider can reclaim this VAT from HMRC. If VAT is incurred and cannot be reclaimed by the Council from HMRC, the Service Provider cannot reclaim it from the Council.

32. CODE OF CONDUCT

- 32.1. the Service Provider acknowledges that by signing this Agreement it agrees to undertake its obligation hereunder in a manner consistent with the principles set out in the Code of Conduct.
- 32.2. the Service Provider shall immediately notify the Council if it becomes aware of any actual or suspected breach of the Code of Conduct.
- 32.3. the Service Provider acknowledges that a failure to notify the Council of an actual or suspected breach of the Code of Conduct may result in the Accountable Body directing the Council to immediately suspend payments under this Agreement or terminate this Agreement and taking action to recover some or all of the funds paid to the Service Provider in accordance with clause 27.18

33. NOTICES

- 33.1. All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to in Annex 1 or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in Annex 1 (Contact Details). If

personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day, they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

34. SURVIVABILITY

Clauses 12 (confidentiality), 13 (Insurance and Indemnity) 15 (Data Protection and Public Procurement) and 20 (Council's Limitation of Liability) shall survive the expiry or termination of this Agreement howsoever arising

35. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the law of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF the parties have executed this agreement on the day and year first before written

For and on behalf of
STOKE-ON-TRENT CITY COUNCIL

Signed by:



04A4B631FE0640D...

Angela Glithero
Director Strategy, Economy and Communications

For and on behalf of
THE GROWTH COMPANY LIMITED

DocuSigned by:



873BD9FEC57418...

Mark Hughes
Chief Executive

ANNEX 1 – CONTACT DETAILS

The main the Council contact is:

Reference	
Organisation	STOKE-ON-TRENT CITY COUNCIL
Name of contact	Jo McKechnie
Position in organisation	UKSPF Project Lead
Email address	joanne.mckechnie@stoke.gov.uk

This information is correct at the date of this Agreement. the Council will send you a revised contact sheet if any of the detail changes.

The Service Provider's main contact in connection with this Agreement is:

Reference	
Organisation	THE GROWTH COMPANY LIMITED
Name of contact	Steven Martland
Position in organisation	Business Development Analyst
Telephone number	07540 919 846

ANNEX 2– DATA PROTECTION

DEFINITIONS:

The following definitions, where they appear in this Annex 2, shall apply in addition to the definitions contained in clause 2.1. of this Agreement:

Data Breach, Data Protection Officer and Data Subject: have the meaning given in the DPA 2018.

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Subject Request: a request made by, or on behalf of, a data subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

Processor Personnel: means all directors, officers, employees, agents, consultants and Service Providers of the Processor and/or of any sub-processor engaged in the performance of its obligations under this Agreement.

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.

Sub-processor: any third party appointed to process Personal Data on behalf of that Processor related to this Agreement.

Part 1: Data Protection Provisions

- 1.1 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 1.2 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 1.3 Where a Party has provided Personal Data to the other Party in accordance with paragraph 1.1 of this Annex 2, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

- 1.4 The Parties shall be responsible for their own compliance with Articles 13 and 14 of the UK GDPR in respect of the Processing of Personal Data for the purposes of this Agreement.
- 1.5 The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to meet their respective obligations under this Agreement;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Part 2 of this Annex 2.
- 1.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- 1.7 A Party Processing Personal Data for the purposes of this Agreement shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- 1.8 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to this Agreement ("Request Service Provider"):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Service Provider to help it respond to the request or correspondence, at the cost of the Request Service Provider; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Service Provider will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 1.9 Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to this Agreement and shall:

- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
- (b) implement any measures necessary to restore the security of any compromised Personal Data;
- (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
- (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

1.10 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under this Agreement as specified in Part 2 of this Annex 2.

1.11 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under this Agreement which is specified in Part 2 of this Annex 2.

Part 2: Schedule of Processing, Personal Data and Data Subjects

The following definitions shall apply in this Part 2 of Annex 2 in addition to the definitions contained in clause 2.1 of this Agreement:

Data Protection Officer and Data Subject take the meaning given in the DPA 2018.

Evaluation Organisation means the organisation commissioned by the Council to undertake all or part of the evaluation activities on behalf of the Council.

This Part 2 of Annex 2 shall be completed by the Parties.

1. The contact details of Council's Data Protection Officer are:

The Council Data Protection Officer:

Lousie Kelly
Information Assurance Manager
Civic Centre,
Glebe St,
Stoke-on-Trent
ST4 1HH

louise.kelly@stoke.gov.uk

2. The contact details of the Service Provider's Data Protection Officer are:

Dee Beckett
Data Protection Officer and Assistant Company Secretary

Lee House,
90 Great Bridgewater Street,
Manchester.
M1 5JW

Email: Dee.Beckett@growthco.uk

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.

4. Any such further instructions shall be incorporated into this Part 2 of Annex 2.

Description	Details
Identity of the Controller and Processor	<p>the Service Provider will be the Controller for the Personal Data sourced from any third party</p> <p>the Council will be the Controller of the Council data and Personal Data that has been shared with the Council or its Data Processor(s).</p>
Subject matter of the processing	The processing of Personal Data is for the delivery and evaluation of Connect to Work.
Duration of the processing	<p>The Service Provider will process Personal Data for the delivery and local evaluation of Connect to Work, which is scheduled to be delivered during the Contractual Term. After this time, the Personal Data will be securely deleted.</p> <p>the Council and the Evaluation Organisation will process Personal Data for the national evaluation of Connect to Work. Personal Data will be deleted once the national evaluation has been completed.</p>
Nature and purposes of the processing	<p>The Service Provider will process Personal Data for the delivery of Connect to Work.</p> <p>the Service Provider may wish to undertake their own local process evaluation.</p> <p>It is expected that the Service Provider will participate in any national evaluation.</p> <p>the Council will process Personal Data for the evaluation of Connect to Work.</p>

Description	Details
Type of Personal Data being Processed (Special Category data in bold)	Personal Data being processed include: Name, date of birth, address and postcode, National Insurance Number, telephone number, e-mail address, health conditions .
Categories of Data Subject	Connect to Work Participants the Service Provider representatives GPs Employers
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	Personal Data will be securely deleted once the processing is completed, as outlined in the section.

ANNEX 3 – THE SPECIFICATION



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Service Specification

Connect to Work

IPS Delivery Tender



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Introduction

1.1 A key part of the Government's mission to kick-start growth is a commitment to building an inclusive and thriving labour market where everyone has the opportunity of good work, and the chance to get on at work. This will improve living standards and ensure funding for vital public

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services. It is also central to delivering missions to break down the barriers to opportunity, and to improve the health of the nation.

1.2 As part of this mission, the Government has set a long-term ambition to achieve an 80% employment rate. This would place the UK among the highest performing countries in the world, with the equivalent of over two million more people in work.

1.3 The recently launched "Get Britain Working" White Paper outlines the Government's strategy to invest £240m to support this ambition and help improve workplace health and keep people in work. The strategy will bring fundamental reform that transforms relationships with local areas and ensures a strong foundation of partnership working to support people into good, sustainable work.

1.4 Connect to Work is the first major element of the Get Britain Working strategy. It will take a collaborative, locally led approach to tackling 'Hidden Unemployment'. It will help connect local work, health and skills support. The funding provides a coherent, systematic and joined up approach to maximise the benefits available for individuals and local communities.

1.5 Connect to Work will support the wider development of locally planned systems to drive growth, working jointly with the Government. It will be an important strand in local plans to tackle inactivity and expand employment opportunity. By encouraging join up between health systems and employment support, Connect to Work will support those, primarily, currently outside the workforce and facing greater labour market disadvantages, to stay in work and get back into work. In turn, supporting the Government's ambition for a more inclusive economy, supporting local people to realise their potential and supporting local and national growth.

1.6 Connect to Work will provide out of work participants with intensive employment support for up to 12 months. It will also include support for up to 4 months for people in-work who are at risk of losing their job. The support will be based on the well evidenced Individual Placement and Support (IPS) fidelity model. Help will include early access to jobs based on preferences, access to a wide range of support including job and skills matching, on the job training and help to sustain employment, which might include job coaching at work, training, support from a workplace mentor and regular workplace reviews. Support will be provided to the employer as well as the participant. Connect to Work will also provide tailored self-employment support where appropriate.

1.7 The planned duration of the programme is 5 years commencing 2025/2026 and completing at the end of 2029/2030 subject to Government spending reviews.

1.8 The key objective of this Invitation to Tender is to enter into an agreement with Stoke on Trent City Council to provide the Individual Placement and Support (IPS) element of the Connect to Work programme in accordance with the latest guidance documents and technical notes published by the DWP.

Commissioning Background

1.9 Staffordshire County Council (SCC) is the Accountable Body for delivery of Connect to Work programme across Staffordshire with Stoke on Trent City Council being awarded its own funding to support residents of the city. Stoke on Trent City Council is looking to commission a provider partner for the IPS element of the Connect to Work Programme. The delivery partner will be responsible for providing supported employment primarily to economically inactive individuals but will also extend to some employed and unemployed cohorts. It is an intensive programme of



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support of up to 12 months. The core target groups are economically inactive people with disabilities, people with a health condition and those from specified disadvantaged groups.

1.10 The Connect to Work (CtW) programme will offer participants 5-stage supported employment provisions, that align with the following fidelity model for Individual Placement and Support (IPS).

Strategic context

1.11 Stoke on Trent City Council's Strategic Plan 2024-2028 sets out the ambitions and the priorities for the years ahead and what the City Council wants to achieve "creating shared wealth and reducing inequality" by prioritising the following seven themes:

- 1.11.1** Healthier – creating a healthier standard of living for all our citizens
- 1.11.2** Wealthier – reducing hardship and enabling greater shared prosperity
- 1.11.3** Safer – building empowered communities, safe from the threat of harm
- 1.11.4** Greener – conserving our environment and living more sustainably
- 1.11.5** Cleaner – working together to clean up our city and our communities
- 1.11.6** Fairer – tackling inequality and improving life chances for everyone
- 1.11.7** Skilled – providing opportunities for people to improve their skills and education

Population Data

1.12 In Stoke-on-Trent there are an estimated 121,800 people who are classed as economically inactive with approximately 20.3% due to long term sickness including mental health and musculoskeletal conditions. (*Source Nomis*)

Service Description

Individual Placement and Support (IPS)

2.1 Individual Placement & Support (IPS) integrates employment support alongside primary and secondary health services, and other support services. This integration ideally occurs at a physical level, through co-location and other policies, where applicable. IPS has been successfully utilised by areas working with DWP to deliver Individual Placement & Support in Primary Care (IPSPC) programme to support individuals with mild to moderate health and/or physical health conditions.

In-work Retention Support

2.2 Connect to Work includes assistance for those at substantial risk of losing their current employment, and those who require support to retain existing employment, or move to new employment. For those assessing the 'In-work' retention support element of Connect to Work, the IPS supported employment fidelity model should still be followed. There may be some differences in the support offered to the participant and their employer, for example, within the 'job matching' stage. Participants may wish increase their working hours and seek progression opportunities and



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development as appropriate. Where this is not possible with a participant's current employer, an alternative job could be more appropriate

2.3 If it becomes apparent that a job is not suitable, the participant may leave their current job, and the Employment Specialist will provide appropriate support for transition into another role, where possible. If a job change is required, the Employment Specialist may be able to help the employer source a suitable candidate for the role that the Connect to Work participant has left.

Self-employment Support

2.4 The Employment Specialist should recognise the different variations of self-employment, which includes but is not limited to, entrepreneurship, freelance, contracting and working within the gig economy. Self-employment support should be tailored to reflect the needs of the participant.

2.5 For the self-employed 'in-work' retentions support cohort, support could include assistance in online business development, financial management and accessing mentors, networking events, PR and linking in with business support provision. This may also include support around time management, managing health conditions, applying for Access to Work support, accessing support to recruit staff, and creating marketing materials.

2.6 Self-employment support for those 'out of work' could include support with, market research, business planning, digital skills (including online marketing and using online platforms) accessing grants, personal and business budgeting. Enterprise and viability assessments could also form part of the participants vocational profile.

2.7 Support will not necessarily always come from the Employment Specialist and connections between people with specialist knowledge of self-employment should be encouraged.

Participants

Eligibility & Suitability Criteria

3.1 To be eligible for enrolment on the Connect to Work programme, potential participants must meet the following eligibility and suitability criteria, stipulated by the DWP.

3.2 Participant Groups – Connect to Work will provide support to disabled people, those with long-term health conditions and those belonging to one of the following groups identified by DWP as posing a barrier to work:

- An offender (someone who is serving a community service) or ex-offender (someone who has completed a custodial or community sentence).
- A carer
- An ex-carer
- A homeless person
- A former member of His Majesty's (HM) Armed Forces (AF), a former member of HM AF reserves, or a partner of current or former Armed Forces personnel.



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- A person for whom a drug or alcohol dependency, including a history of dependency, presents a significant barrier to employment
- Care experienced young person or care leaver
- A refugee, a resettled Afghan
- A person on the Ukrainian scheme
- A victim/survivor of domestic abuse
- Young people identified as being involved or at risk of being involved in serious violence
- A victim of modern slavery

3.3 Additional Eligibility Criteria: in addition to belonging to one of the participant groups defined above, potential participants must also meet the following eligibility criteria:

- They must not currently be doing any paid work and would be available to start a suitable job (applies only to participants who are not working), or at risk of losing work (retention participants only)
- They should have been employed continually for at least 3 months before starting Connect to Work (retention participants only)
- They must be of working age, aged 18 or over, with 16-17-year olds considered in exceptional circumstances such as being on Universal Credit, or where efforts to engage them in education or training options have not proved fruitful.
- They must have the right to work in the United Kingdom
- They must have the right to live in the United Kingdom and are resident in England or Wales
- They do not belong to a group which has no entitlement to public funds
- They are not on another DWP employment programme

3.4 Suitability Criteria: If all the above eligibility criteria are met, the potential participant must also meet at least one of the following suitability criteria:

- Economically inactive or unemployed (person has not worked for around 6 months due to their disability, long term health condition or disadvantages and feel they need comprehensive tailored employment support to help them identify the right roles for their needs and to engage in effective job search towards work).
- Employed but risk of dropping out of work (person is working/self-employed for at least 3 months and is struggling to sustain employment due to their disability, long term health condition or disadvantages. However, it is acceptable to offer support to individuals who have been employed for shorter periods where the Accountable Body judges that would be appropriate).
- Maintaining work (person has never been in employment or a track record of struggling to retain jobs/sustain employment due to their disability, long term health condition or disadvantages).

3.5 Individuals must also meet at least one of the following, 'would benefit from Connect to Work' situations:



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- Comprehensive tailored help – person is unlikely to be able to move into/retain paid work without very frequent, comprehensive and tailored support above and beyond standard provision (e.g IAG, CV & application support) or other national provision including Restart.
- Adaptability – person has previously, or is expected to, struggle with learning new skills or adapting to new environments due to their disability, long term health condition or disadvantages.
- Integration – person needs employment support that is integrated with support for their other needs, i.e. health services, probation or social care.
- Job role and workplace – person will need employer flexibility to tailor the role and/or workplace to support with their disability, long term health condition or disadvantages.
- Sustained work – person requires/will require significant support to retain work over and above standard reasonable adjustments.

Participant Journey

3.6 The IPS provider will be responsible for the engagement of eligible and suitable people to participate in Connect to Work and finding appropriate routes to reach economically inactive people to offer them support. The provider should use their established relationships with many of the key strategic and delivery partners from which potential Connect to Work participants are already receiving support, including health support, to generate interest in Connect to Work. Where eligible and suitable people are identified and wish to be referred into the Connect to Work programme then an expression of interest form will be completed and sent to Staffordshire County Council for assessment.

3.7 The IPS provider should ensure that, as part of the delivery of Connect to Work, participants and supporting organisations understand:

- What Connect to Work is
- The benefits offered by participation in Connect to Work
- What participation in Connect to Work involves
- Eligibility and suitability for Connect to Work
- How to express an interest in Connect to Work
- Where to go for further information

3.8 The IPS provider will be responsible for enabling a broad range of supporting organisations to generate interest and support potential participants to access Connect to Work. Supporting organisations are likely to include, for example:

- Integrated Care Board (ICB)
- Jobcentre Plus
- Primary care (GPs, practice nurses, allied health professionals, other primary care staff members)
- Community care and other care settings for example NHS talking therapies, pain clinics, physio and other community care services, psychology, and/or psychotherapy and social prescribing
- Charities/community and voluntary sector
- Local groups including faith groups and groups focussing on a specific barrier or disadvantage
- Prison work coaches and mentors within prisons



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- Rehabilitation centres
- Domestic abuse refuges

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3.9 The IPS provider will wish to consider how best to integrate Connect to Work with key support networks. For example, the Employment Specialist can form part of the clinical team working in primary or community care settings. They can work in a GP practice/health centre in person for at least part of the week and actively participate in practice team meetings and liaise with other staff.

3.10 To achieve their agreed volumes including the number of programme starts, the IPS provider should engage actively with supporting organisations in its local network, discussing potential numbers of cases, agreeing expectations, feeding back on quality, and looking for continuous improvement.

End of provision

3.11 Support for the participants will end when:

- They have achieved their agreed employment goals and no longer require programme support
- They have been on programme for 12 months (365 days) for 'out of work' participants, or 4 months (122 days) for participants that require 'in-work' retention support, and their participation on the programme has not been extended
- There has been a change of circumstances and/or the participant has left the programme, unless by exception an extension is agreed by the Accountable Body.

3.12 At the end of provision, where possible, the Employment Specialist should conduct a discussion with each participant and jointly complete, and then agree, a final version of the Vocational Action Plan to guide further activity by the participant. In addition to this, in cases where participants did not transition into employment, the participant should be signposted to any suitable local provision, using the provider's knowledge of the local provision landscape.

Disengaged Participants

3.12 Where participants fail to attend meetings or follow the Employment Specialists advice, it is the responsibility of the IPS Provider to make sure that all appropriate steps are taken to re-engage participants. This could be in the form of making three contact attempts via phone, text and email. If re-engagement is unsuccessful, participants should be informed that they will no longer be a participant of the programme.

3.13 In the instance where participants are re-engaged, they can continue with the Connect to Work programme for the duration of time that is left on the programme. The IPS Provider can offer one of the flexibility options to participants who disengage and re-engage with Connect to Work if they have not been removed from the programme. Where participants have disengaged and been removed from the programme they can be re-referred, but the IPS Provider will need to ensure that they remain eligible and suitable for the Connect to Work programme.

Referrals

3.14 Individuals wishing to be considered for the Connect to Work programme, will need to complete an 'expression of interest' to make an application. The 'expression of interest' will be submitted to Staffordshire County Council, who will undertake the participant pre-screen, filter out ineligible

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participants and allocate potential participants to the relevant delivery partner. The IPS provider will then conduct the initial meeting with the potential participant, within 10 working days of the 'expression of interest' being received.

Service Delivery Requirements

Service outcomes

4.1 Targets and outcomes of the contract are at the end of this document:

Customer Service Standards

4.2 When delivering the services, the IPS Provider shall adhere to the following customer service standards for Participants and Employers as equal customers for Connect to Work.

- Participants experience continuity throughout their time on the Connect to Work programme, wherever possible
- Participants with support needs should be employed in open labour market jobs with the same terms and conditions as everyone else or be self-employed
- Participants should receive commensurate pay for work carried out. The individual must be paid at least the National Minimum Wage or the going rate for the job
- Participants will experience ongoing support through all five stages of the supported employment model (as set out below). This refers to job support in its widest sense, with support for each person and employer that is individual to their needs and requirements
- The Employment Specialist builds partnerships with employers, treating them as equal customers
- Participants are truly listened to and their wishes and needs are valued
- Processes are centred around the participant with a non-judgemental approach, building trust, respect and ally ship
- Participants are helped to feel empowered and supported to co-produce wherever possible
- Participants to experience commitment to meaningful positive change in their quality of life (not just any job)
- Employment Specialists will demonstrate proactivity, reliability and consistency in their engagement with participants
- Employment Specialists to exhibit desire to do well and better, with commitment to continual improvement
- Support provided to participants to be ambitious, supportively challenging, appropriately paced
- Participants will not be financially worse off as a result of engagement with the programme (employment specialists will make use of the Entitled To Benefits calculator to support financial assessments)

4.3 Providers will adhere to the five stages of the Supported Employment model as follows:

- Engagement: An opportunity for potential participants to find out about the supported employment programme and make an informed choice on whether it is right for them

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- Vocational Profiling: A detailed and unique discovery and planning process that enables the Participant to identify their passions, strengths and needs, their employment goals and work out a plan for getting there
- Employer Engagement: The Employment Specialist builds partnerships with employers, treating them as equal customers
- Job Matching: The Employment Specialist and Participant work together using the vocational profile to identify vacancies that are a good match between participant and employer/job, including through vacancies that are not advertised, but that employers want to fill
- On and off the job support: When a participant secures a job outcome, the employment specialist provides tailored support to both the participant and the employer to support their job sustainment. The employment specialist should also offer the participant support with career development, such as increasing their work hours, skills or planning to obtain a more desirable job
- The Connect to Work Programme also includes providing 'In-Work' retention support: assisting those at substantial risk of losing their current employment, and those who require support to retain existing employment, or to move to new employment

Service Delivery Model

4.4 The estimated total value for the IPS provision procurement is £2,777,894.00 over a five-year period 2025-26 to 2029/30 with the following starts required for each year:

Year	Starts	Contract value
Year 1	117	£155,030
Year 2	326	£702,264
Year 3	597	£1,094,484
Year 4	294	£647,988
Year 5	28	£178,128

The total spend made available for Connect to Work is being capped to a maximum spend allocation by year. This cap will be applied to each element of the overall programme, and payments made in each year will be limited by these caps.

Integration with local areas/services (stakeholder engagement)

4.5 A key element of the Supported Employment models is that services are well embedded with other local support for the target groups and local labour market systems. This is vital for strong and effective introduction channels and to ensure that the support received, to achieve sustained work, is holistic and can be appropriately linked with the other support to address other challenges

- IPS in Connect to Work will provide integration with participant's key support services (including for example with health services). It is known that services working together in alignment can provide better support to individuals and DWP want to encourage this through Connect to Work
- The Connect to Work programme aims to bring together work, health and skills support for individuals seeking employment. The IPS Provider will seek to develop or already has, a deep understanding of the various communities in Stoke-on-Trent.



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- Wherever possible, to ensure good customer service and a good customer journey, the IPS Provider will aim to form positive working relationships with other local supported employment providers.

Premises and Co-locating

4.6 In relation to the IPS Provider delivery, they will be expected to identify opportunities for co-location of Employment Specialists within primary care settings including General Practice and health centres.

The IPS Provider will also be expected to utilise space that will be available at Swann House in Stoke to use as a base and for delivery of any bespoke training. The IPS Provider will be expected to engage within Stoke-on-Trent, to build trust and leverage referrals from the following array of organisations:

- Health focussed organisations: Primary care networks (GPs, allied health professionals, practice nurses), NHS Talking Therapies and other community care providers.
- Social care and housing services: housing officers, housing associations, rehabilitation centres, and domestic abuse refuges.
- Charities and grassroots organisations: Faith-based groups and community organisations focused on specific barriers such as mental health conditions, disabilities or socio-economic disadvantages.
- Justice system contacts: Prison work coaches, probation officers, and mentors within the justice system.

To maximise outreach, employment specialists will work closely with local providers and will proactively identify and engage with marginalised groups, especially those with chronic health conditions, mental health challenges, or complex barriers to employment. By embedding employment specialists in local communities, the programme adopts a hyper-local approach to participant referral and identification. These specialists will actively collaborate with referral partners by:

- Maintaining an on-site presence at key referral locations, such as GP surgeries, community hubs and local charities.
- Participating in multidisciplinary team meetings to understand community needs and identify potential participants early.
- Hosting outreach events to engage undeserved groups, including culturally specific community groups or neighbourhoods with historically low engagement.

This collaborative, community driven approach ensures that those who need support the most, particularly individuals facing health challenges or disabilities, are effectively connected with the resources and opportunities they need to thrive.

Participant Engagement

4.7 Engaging with participants will be the responsibility of the IPS provider and their employment specialists, supported by Stoke-on-Trent City Council's marketing campaign. The IPS provider should consider the following to inform their participant engagement strategy:

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- The IPS Provider should consider the principles below when making decisions on whether other support accessed alongside Connect to Work will help the participant get the most from the programme, or whether it will duplicate or overlap with what they are likely to receive from Connect to Work, representing poor value for money.
- Any employment support delivered at the same time as Connect to Work should be complimentary, with the aim of improving the likelihood of individuals securing or retaining employment.
- Individuals are referred to provision that is the best fit for their needs, even if this is not Connect to Work.
- Individuals cannot be on Connect to Work at the same time that they are on another intensive employment provision designed to deliver sustained work outcomes, or on a programme that may be detrimental to participants' engagement with Connect to Work.
- Integration with other relevant services for individual participants is key and will be encouraged as far as possible, in order to provide holistic support.
- Individuals who are on DWP programmes should continue with the programme up to the agreed end point. Participants who have previously been on other provision may access Connect to Work if they meet the eligibility and suitability criteria.

Any local or national supported employment programme, such as IPS for alcohol and drug dependence and IPS for severe mental illness, should not be accessed by individuals simultaneously with Connect to Work. If these services are available, there should be consideration as to which is more appropriate for the individual.

The previous completion of any local or national supported employment programme does not prevent individuals from accessing Connect to Work if they meet the eligibility and suitability criteria.

Employer Engagement

4.8 Stoke-on-Trent City Council is developing an employer engagement strategy. The strategy will consider the strategic analysis of the local labour market in relation to the sectors with the highest skills shortages, to shape marketing campaigns to allow targeted promotions to meet employer needs. Employers will be viewed as both partners and equal customers, to cultivate a long-term relationship with the employer. There will be a clear focus on understanding the business needs of the employer to ensure we can match them with the right candidates for the right roles, and provide any guidance and signposting required to ensure they can effectively support those candidates within their workplace. Vocational profiles of job seekers are developed to support the job matching process.

Engaging with the employers will be the responsibility of the IPS provider and their employment specialists, supported by a Stoke-on-Trent City Council campaign. The role of the employment specialist includes:

- Promote to employers the benefits of recruiting from a wider talent pool, such as creating a more diverse workforce
- Promote the benefits of employers engaging with a supported employment service, such as free access to recruitment and advice services they can provide
- Consider utilising business networks that already exist within the Stoke-on-Trent area



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- To maintain regular contact with the caseload of employers each week, while continuing to build local employer contacts. For the IPS provider to work towards the IPS Fidelity target of 6 face-to-face employer engagements per employment specialist per week
- Foster positive relationships with employers from the outset, agreeing expectations and responsibilities
- Maintain regular and on-going engagement with employers to support both the employer and the participant
- Once participants are onboarded, provide guidance and best practice for implementing reasonable adjustments to work processes, also provide guidance on the effect on benefits
- Support employers with recruitment processes such as writing inclusive job descriptions, adverts and make the application and interview process accessible for all cohorts via reasonable adjustments
- Advise employers on how job design and job carving techniques may support them in meeting their business needs
- Develop sector-based case studies promoting the business benefits of employing individuals with barriers to work, such as developing inclusive HR practices and social value
- When participants are placed with employers, provide tailored in-work support to both the participant and the employer, to ensure the workplace is safe, assistive technologies required are provided, additional structured training is provided to the participant where required, and work-related issues are resolved swiftly, to enable a higher level of job sustainment and participant and employer satisfaction.

Staff Development and Training

4.9 The IPS provider will have a clear understanding of the employment support needs of participants, employers, all the requirements of the supported employment model and associated fidelity assurance. The IPS provider will be responsible for the recruitment and development of suitable skilled and experienced staff capable of delivering the service.

Management Information & Reporting Requirements

Data Reporting & Management

5.1 The IPS provider will be required to gather relevant data and information concerning participants and their journey through the Connect to Work programme. Information shared with the Accountable Body will then be shared with the DWP as part of their Management Information reporting requirements.

5.2 Staffordshire County Council as the Accountable Body is required to share certain management information with the DWP as a requirement of the Connect to Work grant, with the aim of:

- Tracking information to ensure the objectives of Connect to Work are met through delivery;
- As a source of evidence for the monitoring and evaluation of the programme, and;
- To enable wider evaluation activities such as impact analysis and sampling for research.



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5.3 Staffordshire County Council will procure a digital Customer Relationship Management system (CRM) to record, manage and report on participant information as part of the Connect to Work programme. The CRM system will be a complete front and back-end solution developed to meet the technical requirements of the Connect to Work programme and existing SCC digital infrastructure.

Data Handling & Security (Information Governance)

5.4 The IPS provider must ensure that in carrying out the funded activities, it complies with all of its obligations under the UK General Data Protection Regulation (GDPR) and Data Protection Act 2018 in relation to processing personal and special category data. The IPS provider should ensure that information is protected together with IT systems, equipment and processes which support its use. The IPS provider must acknowledge and act in accordance with their duty of care to protect vulnerable adults enrolled on the programme during all activities related to it. This includes ensuring that all staff and employers are appropriately trained and that sufficient background checks have been carried out to safeguard all who engage with the Connect to Work programme

Contract Management

Contract duration & implementation

6.1 The contract agreement will be for a period of 5 years. The initial call off period will cover 3 financial years 2025/25 to 2027/28 for the period 1st November 2025 to 31st March 2028. A further call off for the remainder 2 years will follow.

6.2 Stoke on Trent City Council will work closely with the IPS provider and will meet on a monthly basis throughout delivery to track performance and review what is going well and any challenges that arise. If there is a requirement to adjust delivery to respond to the needs of the residents as delivery progresses, this will be considered on a case-by-case basis between the provider, Staffordshire County Council (Accountable Body) and the DWP.

Performance Management & Quality Assurance

Key Performance Indicators/Performance Targets (job outcomes)

7.1 The IPS provider will deliver Connect to Work in accordance with the contract agreement, call off contract and associated appendices and in accordance with the suite of DWP guidance documents for Connect to Work. The performance of the IPS provider will be measured against the targets for participants starts and total spend against the performance measures. The IPS provider will need to consider how they will achieve their agreed volumes of programme starts, spend and meet performance measure below:

Job Starts:

- At least 50% of total programme starts to achieve first earnings ("Out of Work Participants") to be achieved up to 456 calendar days from the participant's start date, or if extended up to 638 days from the start date. (Note that first earnings are any allowable earnings recorded by HMRC PAYE data.)

Outcomes:



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- At least 40% 'Out of Work' participants of total programme starts to achieve a lower threshold job outcome. Earnings threshold calculation (9hrs x 13 weeks x National Living Wage (NLW) and self-employment equivalent measured over cumulative 13 weeks. To be achieved up to 456 calendar days from the Participant's start date, or if extended up to 638 calendar days from the start date.
- At least 29% 'Out of Work' participants of total programme starts to achieve a higher threshold job outcome. Earnings threshold calculation (18hrs x 26 weeks x NLW) and self-employment equivalent measured over 26 cumulative weeks. Official performance measures to be achieved up to 456 calendar days from the participant's start date or if extended up to 638 calendar days from the start date.
- At least 80% of 'In-Work' retention support participants to achieve a higher threshold job outcome (higher only – employed and self-employed outcomes). Earnings threshold calculation (18 hrs x 26 weeks NLW) and self-employed equivalent measured over 26 cumulative weeks. To be achieved 365 calendar days from the participant's start date.

Performance Measurement and Fidelity Assurance

7.2 There is a link between high fidelity to Supported Employment models and better outcomes for customers, therefore, commissioners will utilise a Fidelity Assessment system to ensure the development and consistent delivery of high-quality services. DWP will be responsible for procuring the Fidelity Assessment system, delivery partners will be expected to engage with this process.

7.3 The Fidelity Assessment system will involve both self-assessments and external assessment. The external assessment will be delivered by a Third Party and will comprise of scored assessments of services, alongside a full report and the co-production of an action plan with the Accountable Body and Stoke on Trent City Council for improvement. Assessments will be conducted in-person at sites through the collection of evidence and interviews. All Fidelity Assessments will be against the appropriate scale for the support provided.

7.4 Once DWP appoint the Fidelity Assurance provider(s), the Fidelity Assessment scales will have their language adapted, in collaboration with Supported Employment experts, to ensure they are relevant to the Connect to Work context without diverging from the existing evidence base.

7.5 The IPS provider will receive an initial Fidelity Assessment from the external Fidelity Assessment provider after month 12 of the delivery period. DWP and the third-party fidelity assessment provider will work with Stoke on Trent City Council and the Accountable Body to determine the schedule for Fidelity Assessments.

7.6 In preparation for the initial external assessment, the IPS provider will be required to conduct an internal self-assessment with further internal self-assessments in between receiving external assessments. Materials to support with this will be provided by the Third Part Fidelity Assessment provider.

Quality Monitoring & Data Reporting

7.7 In addition to engaging with the Fidelity Assurance system, the IPS provider will be expected to fully engage with Staffordshire County Council's Quality Assurance Frameworks (for IPS and SEQF respectively). The Frameworks are designed to:

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- Provide the Accountable Body with an indication of how Delivery partners are adhering to specific requirements of the relevant supported employment model.
- Provide the Accountable Body with an indication of how the delivery partner will perform against specific requirements at Fidelity review.
- Support delivery partners to understand what evidence will be requested of them at their first fidelity review.
- Provide information that is required for both the Accountable Body's Quality Assurance purposes and to meet Connect to Work reporting requirements set by DWP within one return.

7.8 The Quality Assurance Frameworks contain activities for the delivery partners and the Accountable Body to undertake. The Frameworks and the Quality Assurance Strategy will be subject to continuous development and improvement over the lifetime of the Connect to Work contract, including in response to the findings from Fidelity Assessments, amendments made by DWP to the way in which Quality monitoring is undertaken in respect of the grant, and learning from Communities of Practice, therefore additional or amended Quality Assurance requirements may be introduced.

Performance Reviews

7.9 Staffordshire County Council as the Accountable Body will monitor performance using a 'Performance and Engagement Framework'. This framework consists of a four-staged approach to ensure we deliver a good quality service for all participants in accordance with the Connect to Work guidance documents published by BWP.

7.10 Throughout the delivery period, Staffordshire County Council will review performance on a monthly and quarterly basis using the participant starts, job starts and job outcomes achieved in the relevant period to identify whether performance is on track. The four levels are set out below:

- Level 1 – Business as usual – the provider is on track to meet all the participants starts and spend targets and performance measures – monthly meetings continue
- Level 2 – performance is not on track to meet all of the agreed participant starts and spend targets and performance measures, in this instance the IPS provider will submit a remedial action plan (RAP)
- Level 3 – steps set out in the RAP are not being taken and/or performance is not on track to meet all of the agreed performance measures
- Level 4 – potential inability to remedy the concerns raised within a RAP due to scale of issue, systematic/widespread failure and/or performance is not on track to meet all of the agreed performance measures – termination of the contract would be considered.

Evaluation of Connect to Work

7.11 DWP plans to conduct a national evaluation of Connect to Work and may commission a third-party evaluation organisation to undertake this or elements of it.

Funding

Grant Funding and Pricing

8.1 The Accountable Body will only make payments for allowable costs that are solely incurred for delivering the funded activities. Payments will be approved quarterly in arrears, unless agreed

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otherwise between the parties. The Accountable Body will release payments only when it is satisfied that the provider has provided sufficient assurances that the costs claimed are legitimate and a validation exercise for the claimed expenditure has been completed.

8.2 The Accountable Body has stated that it will adopt a cost plus in arrears payment model, with a payment cap as featured in the call off terms and conditions

Payment and Cost Validation

8.3 The Accountable Body has a responsibility to assure that Connect to Work funding is spent with economy, efficiency and effectiveness, and not wasted or misused. Cost validation is one of the processes that the Accountable Body will deploy to fulfil this responsibility.

Cost validation will take place on a pre-payment basis, to assure that costs claimed are:

- Accurate: costs claimed must correspond to costs incurred for programme delivery
- Valid: costs claimed must be allowable costs incurred for programme delivery
- Reasonable: costs claimed must be proportionate and justifiable

Social Value

9.1 Social Value is discussed in detail in the Stoke-on-Trent City Council Corporate Strategy 2024-2028 and is based on 7 themes:

Healthier	Creating a healthier standard of living for all our citizens	Stoke-on-Trent will be a city in which everyone can benefit from a healthier standard of living, including good quality housing, affordable healthy food and the development of healthier and more sustainable communities
Wealthier	Reducing hardship and enabling greater shared prosperity	Stoke-on-Trent will be a place where every resident has an opportunity to prosper from the city's economic growth, and where more of the money that is created in the city stays within the city to sustain our businesses and communities
Safer	Building empowered communities, safe from the threat of harm	Stoke-on-Trent will be a city where residents, workers and visitors should feel safe at all times, where vulnerable people are protected from the threat of harm and where communities are able to shape local services and environmental improvements
Greener	Conserving our environment and living more sustainably	Stoke-on-Trent will be a pioneer of green energy innovation and environmental sustainability, cutting pollution, sustainably reducing fuel poverty and creating an environment that promotes widespread community wellbeing



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Cleaner	Working together to clean up our city and our communities	We support our communities to take greater ownership of their places and take firm action against the scourges of litter, vandalism and illegal dumping which tarnish our city and inflict misery on communities
Fairer	Tackling inequality and improving life chances for everyone	The intention is to tackle inequalities and transform the way we provide support for vulnerable residents to ensure that people in Stoke-on-Trent are able to access the same opportunities to live healthy and productive lives as those living elsewhere in the UK
Skilled	Providing opportunities for people to improve their skills and education	An important element of improving wellbeing and living standards involves ensuring that people are equipped with the knowledge and skills required to secure good work which will enhance their quality of life and enable them to provide for themselves and their families and plan for a comfortable future

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	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Total	PM1 - Further performance measure include the following:
IPS Year 1														50% of all out of work starts to achieve first earnings 465 calendar days after start date which equates to 569 employment starts.
Starts	0	0	0	0	0	0	0	0	0	23	24	23	24	117
Starts out of work	0	0	0	0	0	0	0	0	0	20	20	20	20	100
Starts in-work	0	0	0	0	0	0	0	0	0	3	4	3	4	17

	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Total	PM2 - At least 40% of out of work participants to achieve lower threshold job outcome (9hrs x 13 weeks x NLW) which equates to 455 lower income job starts.
IPS Year 2														
Starts	27	27	27	27	27	27	28	27	27	27	28	27	326	PM3 - At least 29% of out of work participants to achieve the higher threshold job outcome (18hrs x 26 weeks x NLW) which equates to 330 higher income job outcomes.
Starts out of work	23	23	23	23	23	23	24	23	23	23	24	23	278	PM4 - At least 80% of in-work (retention) participants achieve an outcome (18hrs x 26 weeks x NLW) which equates to 180 participants remaining in work.
Starts in-work	4	4	4	4	4	4	4	4	4	4	4	4	48	

	Apr-27	May-27	Jun-27	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Total	PM1 - Further performance measure include the following:
IPS Year 3														
Starts	50	49	50	50	50	50	50	50	49	50	50	49	597	PM2 - At least 80% of in-work (retention) participants achieve an outcome (18hrs x 26 weeks x NLW) which equates to 180 participants remaining in work.
Starts out of work	43	42	43	43	43	43	43	43	42	43	43	42	513	
Starts in-work	7	7	7	7	7	7	7	7	7	7	7	7	84	

	Apr-28	May-28	Jun-28	Jul-28	Aug-28	Sep-28	Oct-28	Nov-28	Dec-28	Jan-29	Feb-29	Mar-29	Total	PM1 - Further performance measure include the following:
IPS Year 4														
Starts	25	24	25	24	25	24	25	24	25	24	25	24	294	
Starts out of work	21	20	21	20	21	20	21	20	21	20	21	20	246	
Starts in-work	4	4	4	4	4	4	4	4	4	4	4	4	48	

	Apr-29	May-29	Jun-29	Jul-29	Aug-29	Sep-29	Oct-29	Nov-29	Dec-29	Jan-30	Feb-30	Mar-30	Total	PM1 - Further performance measure include the following:
IPS Year 5														
Starts	7	7	7	7	7	0	0	0	0	0	0	0	28	
Starts out of work	0	0	0	0	0	0	0	0	0	0	0	0	0	
Starts in-work	7	7	7	7	0	0	0	0	0	0	0	0	28	

ANNEX 4— PAYMENT SCHEDULE

PROVIDER TO COMPLETE - BREAKDOWN OF TOTAL COSTS		
03 October - December 2025		01 January - March 2026
	Business-as-Usual	Business-as-Not
Direct Staff Costs	£ 10,568.97	
Management Staff Costs	£ 12,502.41	£ 10,753.61
Salaries Related Expenses	£ 80.00	£ 135.00
Staff Training	£	£
Staff Recruitment	£ 7,500.00	£
Other Staff Costs	£ 877.98	£ 573.22
Total Staff costs	£ 31,539.34	£ 6,617.54
IT Hardware	£ 861.26	£ 1,261.92
IT Software	£ 141.18	£ 211.77
IT Maintenance	£ 781.22	£ 1,051.43
IT Security Costs	£	£
Telephony & Communications	£ 400.11	£ 703.87
Other IS IT Costs	£	£
Total IT costs	£ 2,282.79	£ 3,378.79
Postage and Stationery	£	£
Office Equipment	£	£
Postage & Courier	£	£
Marketing Costs	£ 600.00	£ 2,400.00
Storage Costs	£	£
Other Operating Costs	£ 10,403.61	£ 12,265.41
Total Operating Costs	£ 11,203.61	£ 24,855.41
HR Support	£ 978.53	£ 1,454.20
Finance Support	£ 1,041.63	£ 1,551.24
Finance Costs	£ 7,219.01	£ 7,784.82
Other Corporate Overheads	£ 5,602.60	£ 5,164.71
Total Corporate Overheads	£ 14,270.78	£ 3,615.42
Total Costs	£ 59,738.59	£ 84,947.25



Year recruited for Contracting Costs

Phased Employment Specialist (1.25 FTE at peak) as per extended cashflow assumptions designed to facilitate requirements (max capacity 1.25). 1 FTE Senior Employment Specialist, Salary includes pension, HR and oncosts. Salaries benchmarked to existing contractors and market rates. Also a proportion of a Facility Quality Officer (0.2 FTE). Costs predicted in line with performance surveillance participant profile.

0.2 FTE Service Manager and programme of Compliance Officer (0.2 FTE) and Operations Manager (0.2 FTE)

100% gross profit of 25% per rate

Recruitment costs for one senior role - recruitment of other roles covered by centralised recruitment team, paid within overheads (10% assurance, 3.5% Apprenticeship Levy 0.5% of salary costs, DBS checks for all staff)

IT purchased - telephone & phone per staff member at £1,200 each, depreciated over 3 years

Office 365 costs

Proportion of overheads - see other corporate overheads for explanation

Mobile, contracted clients

£100 per month on Marketing and £150 per month on events, provision benchmarked to existing and past similar services to engage participants in a voluntary programme (e.g. IP3 in Primary Care and DaffyF delivery)

£100 per participant to assess, estimated at 40% of staff taking this up - baseline against similar services (including IP3 in Primary Care, IP3 in Severe Mental Illness) that involve any costs that are incurred in supporting participants to engage with the programme and also to enter employment e.g. travel, childcare, equipment, 1000 per month for Specialist Provider, Mentoring and Counselling, Bradfords for wellbeing and pain management etc. Delivery of 1 FTE Integration Coordinator role by a subcontractor (Voluntary Action Stoke on Trent (VAST))

£100 per participant by quarter - overall overhead uplift is 3.5% of revenue for the life of the service. Where there is a loss in revenue caused by a lag in payments and costs incurred (as is natural in public sector contracts that have delayed start and end dates), we will only claim up to the available amount in keeping with DWP and Statutory-Trust CQC/Staffordshire CQC guidance. This has been allocated to Risk line for Administration and audit line.

Corporate Overheads are calculated at 11% of turnover. This is a straightforward allocation on revenue, which is assessed each year and covers the following functions - Corporate Oversight, Group Management, HR, Finance, IT, Payroll, Health and Safety, Internal Audit, Insurance and Legal, IT and facilities management split one in the sections referred to above. Business Unit Management Overhead (75% Managing Director of Environment, Head of Quality & Compliance, Head of Strategic, and Funding/Team. These functions are critical to ensuring effective service provision.

PROVIDER TO COMPLETE - BREAKDOWN OF TOTAL CC0573			
	01 April - 30 June 2020 Costs - Staff & Services	02 July - September 2020 Costs - Staff & Services	
	03 October - December 2020 Costs - Staff & Services	01 January - March 2021 Costs - Staff & Services	
Direct Staff Costs	£ 60,537.28	£ 81,879.15	£ 87,976.53
Management Staff Costs	£ 113,110.22	£ 10,316.22	£ 10,316.22
East Reduced Expenses	£ 606.06	£ 866.06	£ 606.06
Skills Training	£ -	£ -	£ -
Staff Recruitment	£ -	£ -	£ -
Other Staff Costs	£ 730.76	£ 807.50	£ 856.29
Total Staff Costs	£ 81,409.31	£ 107,571.93	£ 108,188.40
IT Hardware	£ 1,291.92	£ 1,291.92	£ 1,291.92
IT Software	£ 1,580.16	£ 1,580.50	£ 1,580.50
IT Maintenance	£ 2,109.55	£ 2,108.55	£ 2,216.57
IT Security, Crisis	£ -	£ -	£ -
Technology & Communications	£ 1,850.47	£ 1,650.47	£ 1,650.47
Other IS IT Costs	£ -	£ -	£ -
Total IT Costs	£ 1,711.44	£ 6,711.44	£ 8,738.48
Postage and Stationery	£ -	£ -	£ -
Office Equipment	£ -	£ -	£ -
Postage & Courier	£ -	£ -	£ -
Marketing Costs	£ 1,850.00	£ 1,849.00	£ 1,850.00
Storage Costs	£ -	£ -	£ -
Other Operating Costs	£ 20,521.97	£ 20,521.97	£ 20,601.97
Total Operating Costs	£ 22,471.97	£ 22,471.97	£ 22,511.97
HR Support	£ 2,735.09	£ 2,735.09	£ 2,768.47
Finance Support	£ 2,918.07	£ 2,918.07	£ 2,654.10
Finance Costs	£ 35,309.04	£ 14,006.22	£ 2,616.31
Other Corporate Overheads	£ 15,415.24	£ 15,415.24	£ 15,405.56
Total Corporate Overheads	£ 56,477.45	£ 53,185.23	£ 53,977.43
Total Costs	£ 167,328.57	£ 167,328.57	£ 169,348.35

PROVIDER TO COMPLETE - BREAKDOWN OF TOTAL COSTS		
	01 April-June 2027 Basis-on-Treat	03 October-December 2027 Basis-on-Treat
Direct Staff Costs	£ 122,018.20	£ 134,580.45
Management Staff Costs	£ 19,885.71	£ 19,885.71
Staff Related Expenses	£ 1,383.76	£ 1,383.75
Staff Training	£ -	£ -
Staff Recruitment	£ -	£ -
Other Staff Costs	£ 1,236.19	£ 1,336.68
Total Staff Costs	£ 164,534.85	£ 167,194.57
IT Hardware	£ 1,291.92	£ 1,291.92
IT Software	£ 2,658.82	£ 2,665.82
IT Maintenance	£ 3,125.90	£ 3,448.80
IT Security Costs	£ -	£ -
Telephony & Communications	£ 2,169.47	£ 2,169.47
Other IT Costs	£ -	£ -
Total IT Costs	£ 6,513.11	£ 8,615.10
Printing and Stationery	£ -	£ -
Office Equipment	£ -	£ -
Postage & Courier	£ -	£ -
Marketing Costs	£ 1,900.00	£ 1,950.00
Storage Costs	£ -	£ -
Other Operating Costs	£ 26,329.23	£ 26,409.23
Total Operating Costs	£ 26,329.23	£ 26,409.23
HR Support	£ 4,262.36	£ 4,311.12
Finance Support	£ 4,587.87	£ 4,598.53
Financing Costs	£ 35,292.03	£ 35,292.03
Other Corporate Overheads	£ 24,130.02	£ 26,913.20
Total Corporate Overheads	£ 73,302.91	£ 83,677.65
Total Costs	£ 261,913.20	£ 261,913.20

Q1 April-June 2023		Q2 July-September 2023		Q3 October-December 2023		Q4 January-March 2024	
Subsidiaries		Subsidiaries		Subsidiaries		Subsidiaries	
Direct Staff Costs	£ 128,914.29	£ 12,747.71	£	90,100.11	£	70,660.59	£ 70,675.59
Management Staff Costs	£ 20,492.59	£ 20,992.59	£	20,492.59	£	1,020.94	£ 1,025.94
Staff Related Expenses	£ 1,020.94	£ 1,020.94	£	-	£	-	-
Staff Training	£	£	£	-	£	-	-
Staff Recruitment	£	£	£	-	£	-	-
Other Staff Costs	£ 1,296.16	£ 1,169.77	£	900.64	£	633.39	£ 633.39
Total Staff Costs	£ 151,726.07	£ 135,405.61	£	172,862.27	£	93,379.81	£ 93,379.81
IT Hardware	£ 1,281.82	£ 1,291.82	£	681.28	£	-	-
IT Software	£ 2,004.41	£ 2,004.41	£	2,004.41	£	2,004.41	£ 2,004.41
IT Maintenance	£ 2,045.83	£ 2,045.83	£	2,045.83	£	-	-
IT Security Costs	£	£	£	-	£	-	-
Telephone & Communications	£ 1,612.47	£ 1,812.47	£	1,694.91	£	1,300.00	£ 1,300.00
Other IT Costs	£	£	£	-	£	-	-
Total IT costs	£	£	£	£	£	£	£
Printing and Stationery	£	£	£	£	£	£	£
Office Equipment	£	£	£	-	£	-	-
Postage & Courier	£	£	£	-	£	-	-
Marketing Costs	£ 1,860.00	£ 1,860.00	£	1,860.00	£	1,860.00	£ 1,860.00
Storage Costs	£	£	£	-	£	-	-
Other Operating Costs	£ 20,707.51	£ 22,657.51	£	20,707.51	£	22,657.51	£ 22,657.51
Total Operating Costs	£	£	£	£	£	£	£
HR Support	£ 2,557.20	£ 2,557.20	£	2,557.20	£	2,681.17	£ 2,681.17
Finance Support	£ 2,227.77	£ 2,227.77	£	2,727.77	£	2,654.06	£ 2,654.06
Freighters Costs	£ 44,825.87	£ 28,523.14	£	4,722.17	£	12,116.09	£ 12,116.09
Other Corporate Overheads	£ 14,400.87	£ 23,190.04	£ 14,400.87	£ 9,828.86	£ 14,400.87	£ 14,400.87	£ 14,400.87
Total Corporate Overheads	£	£	£	£	£	£	£
Total Costs	£ 156,409.06	£ 156,409.06	£	156,409.06	£	152,181.79	£ 152,181.79

PROVIDER TO COMPLETE - BREAKDOWN OF TOTAL COSTS			Year matched for Calculating Costs	
	01 April-June 2020 Subsidiary-Trait	02 July-September 2020 Subsidiary-Trait	03 October-December 2020 Subsidiary-Trait	
Direct Staff Costs	£ 56,487.00	£ 32,127.87	£ 10,480.84	£
Management Staff Costs	£ 21,107.36	£ 14,071.87	£	£
Staff Related Expenses	£ 244.00	£ 244.00	£	£
Staff Training	£	£	£	£
Staff Recruitment	£	£	£	£
Other Staff Costs	£ 680.43	£ 380.00	£ 85.00	£ 85.00
Total Staff Costs	£ 81,271.86	£ 46,815.73	£ 11,544.89	£
IT Hardware	£ 352.74	£ 552.74	£	£
IT Software	£	£	£	£
IT Infrastructure	£ 1,675.00	£ 558.53	£	£
IT Security Costs	£	£	£	£
Telephony & Communications	£ 342.00	£ 342.00	£	£
Other IS / IT Costs	£	£	£	£
Total IT Costs	£	£ 2,370.34	£ 1,253.37	£
Filing and Stationery	£	£	£	£
Office Equipment	£	£	£	£
Postage & Courier	£	£	£	£
Marketing Costs	£ 1,860.00	£ 1,860.00	£	£
Storage Costs	£	£	£	£
Other Operating Costs	£ 7,091.04	£ 2,360.00	£ 4,510.00	£
Total Operating Costs	£ 11,902.24	£ 11,270.34	£ 6,581.37	£
HR Support	£ 2,004.50	£ 908.17	£	£
Finance Support	£ 2,234.14	£ 744.71	£	£
Financing Costs	£ 16,193.94	£ 15,852.37	£	£ 10,504.00
Other Corporate Overheads	£ 11,802.24	£ 3,904.06	£ 8,675.61	£
Total Corporate Overheads	£ 34,727.72	£	£	£ 10,504.00
Total Costs	£ 126,104.18	£	£ 42,701.39	£

IPS Indicative Allocation 2025/26

Stoke-on-Trent	Q1 Apr-Jun	Q2 Jul-Sep	Q3 Oct-Dec	Q4 Jan-Mar	2025/26 Total	Total allocation	Variance
Starts	0	0	47	70	117		
Funding	£ -	£ -	£ -	£ -	£ 155,030.00	£ 155,030.00	

IPS Indicative Allocation 2026/27 (subject to change)

Stoke-on-Trent	Q1 Apr-Jun	Q2 Jul-Sep	Q3 Oct-Dec	Q4 Jan-Mar	2025/26 Total	Total allocation	Variance
Starts	81	81	82	82	326		
Funding	£ -	£ -	£ -	£ -	£ 702,204.00	£ 702,204.00	

IPS Indicative Allocation 2027/28 (subject to change)

Stoke-on-Trent	Q1 Apr-Jun	Q2 Jul-Sep	Q3 Oct-Dec	Q4 Jan-Mar	2025/26 Total	Total allocation	Variance
Starts	149	150	149	149	597		
Funding	£ -	£ -	£ -	£ -	£ 1,094,301.00	£ 1,094,301.00	

IPS Indicative Allocation 2028/29 (subject to change)

Stoke-on-Trent	Q1 Apr-Jun	Q2 Jul-Sep	Q3 Oct-Dec	Q4 Jan-Mar	2025/26 Total	Total allocation	Variance
Starts	74	74	74	72	294		
Funding	£ -	£ -	£ -	£ -	£ 647,976.00	£ 647,976.00	

IPS Indicative Allocation 2029/30 (subject to change)

Stoke-on-Trent	Q1 Apr-Jun	Q2 Jul-Sep	Q3 Oct-Dec	Q4 Jan-Mar	2025/26 Total	Total allocation	Variance
Starts	21	7	0	0	28		
Funding	£ -	£ -	£ -	£ -	£ 178,108.00	£ 178,108.00	

Overall Funding for Contract

£ 2,777,619.00

ANNEX 5– PERFORMANCE MEASURES

the Service Provider is required to achieve the following performance measures and outcomes:

Performance Measures

1. **Job Starts:** At least 50% of total Programme Starts to achieve first earnings ('Out-of-Work' Participants). To be achieved up to 456 calendar days from the Participant's start date, or if extended 638 calendar days from the start date.
2. **Outcomes:** At least 40% 'Out-of-Work' Participants of total Programme Starts to achieve a Lower Threshold Job Outcome. Earnings threshold calculation (9hrs x 13 weeks x NLW) and Self-employed equivalent measured over 13 cumulative weeks. To be achieved up to 456 calendar days from the Participant's start date, or if extended up to 638 calendar days from the start date.
3. **Outcomes:** At least 29% 'Out-of-Work' Participants of total Programme Starts to achieve a Higher Threshold Job Outcome. Earnings threshold calculation (18 hrs x 26 weeks x NLW) and Self-employed equivalent measured over 26 cumulative weeks. To be achieved up to 456 calendar days from the Participant's start date, or if extended up to 638 calendar days from the start date.
4. **Outcomes:** At least 80% of 'In-Work' Retention Support Participants to achieve a Higher Threshold Job Outcome (higher only – Employed and Self-employed Job Outcomes). Earnings threshold calculation (18 hrs x 26 weeks x NLW) and Self-employed equivalent measured over 26 cumulative weeks. To be achieved up to 365 calendar days from the Participant's start date.

