

Community Task Force Phase 2

Specification Pre-Qualification Stage December 2009

CONTENTS:

1. Executive Summary
2. Background
3. The Service Requirement
4. Procurement
5. Travel, Childcare and Financial Assistance and Equipment
6. The CTF Funding Model
7. Performance and Contract Management
8. Quality and Ofsted Inspection
9. Data Protection
10. Equal Opportunities
11. Evaluation
12. Health and Safety
- .
13. Annexes
 1. Timetable for Delivery
 2. Contract packages, volumes and values
 3. Delivery Standards
 4. List of Sub Regional Partnerships
 5. TUPE fact sheet

Abbreviations

WtWS	Welfare to Work Services
CTF	Community Task Force
DWP	Department for Work and Pensions
FND	Flexible New Deal
FJF	Future Jobs Fund
ItT	Invitation to Tender
JCP	Jobcentre Plus
JRFND	Job Seeker's Regime and flexible New Deal
JSA	Job Seeker's Allowance
LEP	Local Employment Partnerships
MI	Management Information
NDYP	New Deal for Young People
PQQ	Pre Qualification Questionnaire
SoS	Secretary of State
RiW	Routes into Work
YPG	Young Persons Guarantee
PRaP	Provider Referrals and Payment system
WFT	Work Focussed Training

1. Executive summary

- 1.1 This document sets out the service required by the Department for Work and Pensions (DWP) for the Community Task Force (CTF) Phase 2 Contract. The resultant contract will provide a programme of up to 6 months work experience placements of benefit to the community, designed primarily to enhance the employability and work related skills of participants.
- 1.2 This document provides an overview of the CTF, and includes the timing of provision, customer eligibility, duration of placements, referral arrangements, community benefit and work experience, and information about performance and contract management arrangements.
- 1.3 The information is provided to help prospective Prime Providers decide whether to compete in the first stage of this competition – Pre Qualification Questionnaire (PQQ). A more detailed specification will be made available to those providers who are successful at the PQQ stage, and invited to the detailed Invitation to Tender (ItT) stage.
- 1.4 The CTF is part of the Young Persons Guarantee (YPG) and will be available for all Jobcentre Plus customers aged 18-24 who have been on JSA for at least 6 months. Contracts will run from July 2010, the last customers being referred in March 2011, hence the final customers will complete their placements around the end of September 2011.

2. Background

- 2.1 In the 2009 Budget, in response to the recession, Ministers announced that young people aged 18-24 would be guaranteed a job, work-focused training, or meaningful activity if they had been claiming Jobseekers Allowance for a set period of time.
- 2.2 The guarantee consists of a personalised package of back to work support agreed with a Jobcentre Plus adviser, drawing on menu of offers including:
 - jobsearch skills training
 - New jobs created through the Future Jobs Fund (FJF);
 - Routes into Work (RiW): support to move into an existing job in a key employment sector;
 - Work-focused training;
 - internships
 - Work experience placements to enhance employability and deliver real help to the local or wider community.
- 2.3 CTF is the work experience placement element of the YPG. It is offered where a subsidised job is unsuitable or unavailable, and where training is not appropriate. Customers can opt to take up a CTF place rather than training if they wish.

- 2.4 Phase 2 of CTF covers geographical areas not already covered by phase 1, which comes into operation in January 2010.

3. The Service Requirement - Outline

- 3.1 CTF will offer work experience designed primarily to enhance the employability and work-related skills of participants, and increase their chances of entering sustained employment.

- 3.2 CTF will initially be voluntary; however from April 2010 it becomes mandatory. Anyone not taking up another part of the YPG will be required to enter the CTF provision by the time they reach 10 months unemployed. Placements will last for three months, with the option to extend their time on the Task Force for a further three months on a voluntary basis, should JCP agree it is appropriate.

- 3.3 In line with Welfare to Work commitments and the DWP Commissioning approach, we are working with key sub regional partnerships to ensure that DWP provision is complementary to other support that is available in any locality. We have termed this partnership working as localisation. A list of the areas in which we are working with sub regional partners can be found in Annex 4, and in these areas we would expect:

- To consult with partners about how CTF will operate;
- To offer the opportunity to enhance provision through better alignment of other local services;
- Involvement in ItT and bid evaluation process;
- Providers to develop relationships with the appropriate partners to support the delivery of services on the ground.

- 3.4 At the end of CTF if a customer has not found work, they will return to Jobcentre Plus, joining Stage 3 of JRFND at the point they left it.

Balance of Time

- 3.5 If a young person fails to complete their mandatory 13 weeks on another YPG option and they have at least 5 weeks of activity outstanding, they will be referred to CFT to complete their balance of time. Providers will therefore need to have suitable shorter term placements. Refusal/failure to complete balance of time can incur a JSA benefit sanction.

Timing

- 3.6 The first customers are expected to be referred to CTF Phase 2 areas in July 2010. Customers will be identified before referral action is due, enabling advisers to make the necessary referral arrangements.

Eligibility

- 3.7 Any Jobseeker's Allowance claimant aged 18-24 who has been claiming JSA for at least 6 months will be considered for CTF. Those who are fast-tracked to stage 3 of the Jobseekers Regime could enter CTF earlier. However, we will be asking advisers to look first at a customer's suitability for the jobs components of the Guarantee – FJF and RiW – before referring them to CTF or training where the other components are unsuitable or unavailable. Customers will be expected to take up any job offered through the FJF or RiW elements if available, and will not be able to select CTF over these. Customers can choose CTF over the training element. All eligible Jobseekers will be required to be participating in the YPG by the end of the 10th month of their claim at the latest.
- 3.8 The last eligible customers will be referred to CTF on the 31st March 2011, finishing CTF around the end of September 2011.

Referrals

- 3.9 All participants undertaking CTF will be referred by Jobcentre Plus (JCP). Referrals will take place from the introduction of the provision in July 2010 until March 31st 2011 and providers will be expected to take participants onto the provision at any time during this period.
- 3.10 Providers will be obliged to take the participants referred to them by JCP. Customers will be expected to start on a CTF placement within 10 working days of the adviser making the referral. This allows for the overnight transfer of information from the Labour Market System (LMS) to the Provider Referrals and Payment system (PRaP) via which CTF providers will access referrals.

Work Experience

- 3.11 In order to achieve the aims of CTF, it is important that work experience activities offer customers the opportunity to carry out tasks similar to those in a normal working environment.
- 3.12 In line with the DWP Commissioning Strategy, we will not specify what types of work experience must be undertaken, but will require Prime Providers to work with local employers and organisations to source work experience placements that are suitable for the customer, designed to address their individual barriers to work, enhance their employability and work-related skills and increase their chances of entering sustained employment.
- 3.13 Placements must be additional to existing or expected vacancies. This is to ensure that employers do not take advantage of CTF customers as a source of labour at the expense of employing workers in the open labour market.
- 3.14 It will be for providers to decide what work experience activities best suit these criteria. The PQQ will be evaluated on the basis of Prime Providers' capability and capacity to enhance the employability and work-related skills

of participants and increase their chances of entering sustained employment.

Monitoring development

- 3.15 We expect providers to work with customers to prepare an Action Plan. This should include information about how a customer's employability aims will be met by the provision in a way that allows for measurement of progress against those aims during and immediately following the activity. Providers will also be expected to issue a Leavers Certificate and a Work Reference when a customer completes provision.

Community Benefit

- 3.16 Although CTF placements are primarily to enhance participants' employability, work related skills and sustainable employment prospects, they are also expected to produce additional benefit to the local or wider community.
- 3.17 The broad range of work experience placements which could fulfil this criterion could result in an equally diverse range of community benefits.
- 3.18 Prime Providers will need to supply work experience placements of benefit to the community. Examples might include:
- improving their capacity to deliver services to their clients, where the wider aim of the organisation is to deliver help to the community (e.g. a charity or third sector organisation);
 - establishing new programmes of community benefit;
 - influencing indirect benefits such as improved community relations, greater community safety, and improved community environment.
- 3.19 They might also focus on other forms of community benefit.

Restrictions and easements

- 3.20 It is expected that customers will participate in 25 hours per week of work experience over 5 days, excluding lunch breaks. If a customer has an easement within their Jobseeker's Agreement – for example a lone parent who has agreed with JCP availability for work of 20 hours a week - then the work experience should reflect this. JCP will not need to share the Jobseeker's Agreement with providers, but will communicate these easements to them via the Action Plan so that they can be taken into account and put in place.
- 3.21 Restrictions on types of work must also be shared and taken into account when sourcing work experience placements. For example, if a customer is unable to do work with heavy lifting due to a health condition or disability.

- 3.22 Where restrictions on availability are in place, the restriction should be applied to the work experience placement of the CTF not the jobsearch element.

Jobsearch activity

- 3.23 In addition to the work experience placements, (25 hours a week) customers must receive 5 hours a week of supplementary jobsearch activity throughout their placement.
- 3.24 We expect jobsearch activity to be tailored to the individual, and for providers to be as innovative as possible in finding ways to increase participants' ability to secure sustained employment. The activity may involve improving communication skills, building links with employers, creating CVs, completing application forms and interview practice. Providers will be expected to have a minimum of 5 hours' a week regular contact with jobseekers over and above their work experience to facilitate jobsearch activity.
- 3.25 The restrictions that can be placed on work experience outlined above also apply to employment support.

Coverage

- 3.26 CTF provision must be available GB-wide to ensure that where other areas of the YPG are unavailable or unsuitable, CTF is a viable option for customers who take advantage of YPG support.
- 3.27 The YPG and thus CTF will be made mandatory with effect from April 2010. We have therefore based our contract volume and value estimates on mandation being in place.

4. Procurement

- 4.1 The procurement timetable for this competition is detailed in Annex 1
- 4.2 Contract packages are to be delivered through Prime Providers directly and may include delivery through sub-providers or a combination of both. There is an expectation that Prime Providers will work with a diverse range of organisations to ensure that the specific needs of all eligible customers are met.
- 4.3 Contracts will be awarded to bidders who meet all the stipulated criteria and submit the most economically advantageous tender, with a specific focus on identifying suitably experienced organisations who can deliver innovative and flexible support services to eligible customers.
- 4.4 Contracts will be awarded to one Prime Provider in each contract package area through the standard DWP two-stage procedure. Bidders will be

expected to bid to deliver a range of work experience opportunities using appropriately qualified sub-providers if necessary.

- 4.5 Contracts will commence in July 2010, with the last customers being referred to CTF in March 2011. Therefore mandated CTF will finish around the end of June 2011. The contract end date will be 30 September 2011.
- 4.6 Bidders must meet the DWP Security Standards and the requirements of the Data Protection Act to keep customer and DWP information secure. Prime Providers must take steps during the lifetime of the contract to ensure that they remain compliant with current and future changes in the law. Additionally, providers will be expected to support the Secretary of State (SoS) in meeting their obligations under the Disability Discrimination Act (DDA) and Human Rights Acts (HRA). This includes the new Disability Equality Duty, which places a new obligation upon Public Authorities to promote equality of opportunity for disabled people.
- 4.7 Further detail can also be obtained using the following website link.

<http://www.dwp.gov.uk/docs/pg-chapter-2.pdf>

Transfer of Undertakings (Protection of Employment) Regulations (TUPE)

- 4.8 Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 which may apply to Phase 2 CTF. Where TUPE does apply we will expect successful bidders to work cooperatively with other Providers to ensure a smooth transition of staff from one Provider to another.

More detailed information will be provided at the CTF Phase 2 Invitation to Tender (ItT) stage.

Baseline Personnel Security Standards

- 4.9 The Provider is required to verify the four elements outlined below for each of their staff/sub-contractors who is given access to the Authority's Assets (defined as premises, systems, information or data):
- Identity;
 - Employment history (for a minimum of past 3 years)
 - Nationality and Immigration Status;
 - Criminal Record (unspent convictions only)
- 4.10 To allow the four elements of the Standard to be verified, individuals should be asked to provide the following:
- Confirmation of name, date of birth and address;
 - National Insurance number or other unique personal identifying number where appropriate (Please note National Insurance Numbers can be acquired fraudulently and therefore should not be accepted as a sole

means of identification or as a wholly reliable indicator of entitlement to work in the uk);

- Full details of previous employers (name, address and dates), for a minimum of past 3 years;
- Confirmation of any necessary qualifications/licences;
- Education details and references where someone is new to the workforce when these are considered necessary;
- Confirmation of permission to work in the UK, if appropriate;
- A Criminal Record Declaration Form.

4.11 Once an individual has met the requirements of the Standard, the checks do not have to be repeated during any continuous employment with the Provider.

4.12 Where the contract of employment of an individual member of staff transfers from one organisation to another under the terms of the TUPE Relegations the receiving organisation must satisfy itself that the Standard has been met.

4.13 Having obtained this information, the Provider must, in all cases, take steps to confirm the accuracy of the information provided.

4.14 Following a conditional offer of employment, to confirm the accuracy of the information regarding unspent convictions provided a 'Basic Disclosure Certificate' should be obtained from:

- Disclosure Scotland (www.disclosurescotland.co.uk); or
- The Criminal Records Bureau (www.crb.homeoffice.gov.uk)

4.15 Unless otherwise stated in the relevant commercial agreement, the Provider is required to satisfactorily complete this process in respect of each individual before they are permitted to access the Authority's Assets.

4.16 Guidance on ID documentation checks is available from the Centre for Protection of the National Infrastructure (CPNI) 2007:
[http://www.cpni.gov.uk/Docs/Document verification guidance released July 2007.pdf](http://www.cpni.gov.uk/Docs/Document%20verification%20guidance%20released%20July%202007.pdf)

For further information on Baseline Personnel Security Standards - <http://www.dwp.gov.uk/docs/aquidefordwpcontractors.pdf>

5. Travel, Childcare and Financial Assistance and Equipment

5.1 Providers are responsible for ensuring customers have the support they need to move towards employment and to participate in CTF. Providers will be expected to cover these costs within their contract value. Bidders will need to include these costs within the financial part of their bid at the second (ItT) stage of the competition. Further information will be provided in the ItT specification.

6. The CTF Funding Model

- 6.1 There will be no outcome payment connected to this contract - there will be a 100% service fee as used in the CTF Phase 1 contract, however, the level of job outcomes will be monitored as part of the provision success evaluation process.

7. Performance and Contract Management

Performance

- 7.1 Provider performance against their contracts is vital to the success of CTF. The Department uses the Provider Referrals and Payments (PRaP) IT System which replaces existing paper-based processes for referring customers and their work action plans and for Prime Providers to claim their payments. CTF Prime Providers will be expected to access the new system via the Government Gateway to download customer referrals, to upload key management information and to claim their outcome payments. Management information will be available via PRaP to both Prime Providers and DWP giving both parties transparency and consistency to better facilitate contract, performance and financial management. Detail will be included in the Provider Guidance of any additional management information required from Prime Providers to monitor and evaluate the success of CTF, and their management and delivery of it. Further information about provider performance, MI and PRaP will be available in the ItT pack.
- 7.2 DWP aims to get better value for money from the Department's budget for contracted employment provision. Key to driving this improvement is the need to measure and understand the performance of providers.

Contract Management

- 7.3 CTF will be managed in line with DWP Contract Management arrangements. Providers will need to take responsibility for managing issues and addressing poor performance with their sub-providers. Providers will also be responsible for ensuring that sub-providers meet all performance, security, quality, equality and legislative standards.

Welfare to Work Services (WWS) Provider Assurance Team

- 7.4 The primary purpose of the Welfare to Work Service (WtWS) Provider Assurance Team is to provide the DWP Employment Group (EG) Delivery Director with an assurance that:
- Payments made to DWP WtWS Providers are in accordance with DWP and Treasury requirements;
 - Public funds are protected;
 - Value for money has been obtained.

This is achieved through the operation of a national standard risk- based approach to Provider Assurance work.

- 7.5 The Provider Assurance Team will operate at a national level enabling them to present WtWs providers operating across regions with a single view of the effectiveness of their systems – each provider will have a nominated Senior Provider Assurance Manager and therefore a single point of contact within DWP for management of assurance related issues and concerns.
- 7.6 The work of the Provider Assurance Team is delivered primarily by visiting providers to review the systems of internal control in place to manage the risks to DWP in relation to WtWS expenditure. This will include the arrangements they have in place for their sub-contractors.
- 7.7 At the conclusion of their visit the Provider Assurance Team will discuss their findings with the provider and subsequently produce a report which will include an assurance rating for the overall system, and an action plan detailing areas where control could be improved if necessary.

Senior Assurance Managers will feedback any relevant issues to Contract Managers, Supplier Relationship Managers and other key stakeholders.

Provider Requirements

- 7.8 The supplier will arrange, where necessary, access to any of their delivery locations, including those operated by sub-contractors. More details will be included in the Provider Guidance.

8. Quality and External Inspection

- 8.1 DWP is committed to raising the standards of its contracted employment provision making continuous improvement an integral part of its contract management arrangements. Providers are required to apply the principles set out in the DWP Quality Framework which promotes providers commitment to quality improvement through continuous self assessment and development planning.
- 8.2 Providers will be required to self-assess the quality of their provision against their relevant external Inspectorate's inspection framework and submit an annual report that feeds into the DWP review process. The report should be supported by an action plan that shows how the provider will address areas for improvement and build on strengths.

Provision Assessment Tool (PAT)

- 8.3 The Provision Assessment Tool (PAT) is a questionnaire that is designed to provide JCP Personal Advisers with a mechanism to record each customer's level of proficiency both before and after referral to CTF programme in order to measure customer's progress/distance travelled.

- 8.4 An electronic version of PAT has been developed to allow data to be input by JCP Personal Advisers and be collated automatically in order to provide MI for Provision performance.
- 8.5 The PAT will:
- Provide suitable questions for JCP Personal Advisers to consider using to assess each customer
 - Contain a mechanism for capturing the customers level of proficiency
 - Allow Advisers to record details:
 - prior to the customer being referred to CTF
 - following the referral
 - Contain a mechanism for capturing the customers' progression
 - Feed into the contract management process
- 8.6 Contract Managers/TPPMs will evaluate the PAT MI and use as one of the indications as to whether providers are delivering some of the key CTF Delivery Standards, set out in Annex 3 (of the Phase 2 PQQ Service Requirement).

External Inspection

- 8.7 DWP Contracted Providers are subject to inspection by Ofsted in England, Estyn in Wales and HMle in Scotland.
- 8.8 External inspection provides assurance to the taxpayer, through the Secretary of State for Work and Pensions that publicly funded provision is delivering a quality service to its individual customers.
- 8.9 The focus of inspection is primarily on the experiences and expectations of individuals whilst on provision. The purpose of inspection is to:
- Give an independent, public account of the quality of education and training, the standards achieved and the management of resources;
 - Bring about improvement by identifying strengths and areas for improvement and highlighting good and poor practice, and
 - Inform the Secretary of State and funding bodies about the quality and standards of education and training.

9. Data Protection

- 9.1 Prime Providers and their sub-contractors will have access to some personal customer and DWP data. In order to deliver CTF and access PRaP, they will be required to comply with the Departmental Security Standards and the Data Protection Act re data storage, data movement, data access and data usage etc. Prime Providers must put into effect and maintain appropriate technical, organisational and personnel measures to ensure the prevention of unauthorised or unlawful processing of personal data and accidental loss or destruction of, or damage to, personal data. Data must not be transferred outside the UK without the express permission of DWP, which must be applied for in writing.

9.2 Assurance of Prime Provider (and their sub-contractor) security compliance will be via a comprehensive Security Plan which will have to be submitted as part of the tendering process. On-going annual assurance will also be required throughout the life of the contract. Further information on Data Protection and Freedom of Information will be available in the ItT and Provider Guidance and in the draft terms and conditions of the CTF contract.

10. Equal Opportunities

10.1 Providers are responsible for ensuring they comply with all Equal Opportunities legislation.

10.2 Customers must be provided with an environment free from discrimination or harassment, which protects their dignity. Providers must ensure that provision makes a positive contribution to achieving the Government's equal opportunities objectives. They must work with DWP and JCP to achieve outcomes set out in equal opportunities action plans, developed by JCP locally, that identify specific activities to improve equality of access and outcomes for their customers. Account must also be taken of equal opportunity issues, for example providing full access and support for disabled people, avoiding age and gender stereotyping, encouraging and facilitating access by people from minority groups and tailoring provision to meet the needs of all customers.

11. Evaluation

11.1 DWP will utilise a detailed evaluation strategy as part of the wider implementation which will be detailed in the ItT. Where DWP requires additional information, CTF Prime Providers and their sub-contractors must co-operate fully with any evaluation activity commissioned by DWP. This may include details of customer's age, gender, ethnicity, disability, progress and achievements. Providers will be expected to complete and return such requests within the agreed time limits.

12. Health and Safety

12.1 Providers must:

- ensure appropriate precautionary measures are taken where customers could come into contact with vulnerable groups such as children or the elderly;
- ensure that all elements of provision (including work placements) are delivered in a safe environment and customers receive health and safety equipment, which is appropriate to the provision being delivered (these are statutory requirements for all employees and customers);
- ensure that all health and safety arrangements set out within the contracting process are monitored and reviewed as appropriate, both at the providers' and at any sub-providers' premises;

- provide JCP with timely and accurate reports of any relevant accidents occurring to JCP customers;
- The above requirements are in addition to Health and Safety legislation e.g. RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrence Regulations 1995) and the providers' own accident and investigation arrangements.

Annex 1- Timetable for Delivery

Announcement and web advert inc PQQ	4 th December 2009
PQQs available to complete	11 th December 2009 to 13 th January 2010
Provider Events	14 th & 15 th December 2009
Return of PQQ from Providers	14 th January 2010
PQQ Evaluation	19 th January 2010 to 1 st February 2010
Board Ratification	5 th February 2010
ItT issued	2 ^{3rd} February 2010
ItT Provider Completion	24 th February 2010 to 23 rd March 2010
Return of Tenders	24 th March 2010
ItT evaluation exercise	8 th April 2010 to 28 th April 2010
Board Ratification	28 th May 2010
Letter of Intent	7 th June 2010
Contract finalisation and signing	23 rd July 2010
Implementation	July 2010
Go live	July 2010

Annex 2 – Contract Packages, Volumes and Values

		High Volumes	Low Volumes	High Costs	Low Costs
15	Highlands, Islands and Clyde Coast and Grampian	2,100	1,300	£2.5	£1.6
16	Forth Valley, Fife and Tayside	3,500	2,100	£4.2	£2.5
17	Glasgow	2,600	1,500	£3.2	£1.8
18	Northumbria and Gateshead, South Tyne and Wear Valley	8,300	5,000	£10.1	£6.1
19	Cumbria and Lancashire	5,000	3,000	£6.1	£3.6
20	Cheshire and Warrington	2,500	1,500	£3.0	£1.8
21	Halton and Merseyside	7,400	4,400	£9.0	£5.3
22	West Yorkshire	8,300	5,000	£10.1	£6.1
23	Bedfordshire and Hertfordshire, Essex	6,700	4,000	£8.1	£4.9
24	Dorset and Somerset, Gloucestershire, Wiltshire and Swindon, West of England	5,500	3,300	£6.7	£4.0
25	Olympic Host Boroughs and City of London	3,300	2,000	£4.0	£2.4
26	West London	3,200	1,900	£3.9	£2.3
27	North and East London	5,200	3,100	£6.3	£3.8
28	South London	4,500	2,700	£5.5	£3.3
29	Hampshire & Isle of Wight	3,200	1,900	£3.9	£2.3
30	Berkshire, Buckinghamshire & Oxfordshire	2,800	1,700	£3.4	£2.1
	Totals	75,000	45,000	£90m	55m

Annex 3 –Delivery Standards

Providers are required to deliver an innovative, flexible and quality service to each customer. Providers must:

- ensure each customer has a clear understanding of their responsibilities whilst attending the CTF provision e.g. attending at agreed times;
- ensure that each customer is contacted frequently, commensurate with their length of stay on the provision;
- regularly review progress and action plans appropriate to the development of the customer, delivered to an appropriate timescale. Each customer must receive an equal and stretching service, to maximise each customer's chance of moving into or closer to sustained work. The above must be commensurate with the length of stay on the programme;
- regular liaison with Jobcentre Plus Advisors and robust networking with employers and partners to progress customers into or nearer to sustainable employment; and
- ensure all customers leaving the programme have an up to date action plan to be shared with Jobcentre Plus.
- ensure each customer receives the right level of support by listening carefully and offering good tailored advice and appropriate financial support to cover costs;
- ensure that all customers are treated well and with respect;
- respond promptly to customer needs, promptly manage customer issues and keep them updated with progress;
- secure customer feedback questionnaires and seek to identify and implement improvement to services.

Annex 4

The following Flexible New Deal areas are covered by a City Strategy Partnership, a Multi Area Agreement or a Forerunner City Region Pilot. In these areas providers will be expected to work closely with these partnerships to ensure that provision is tailored /complementary to other provision in the area.

Contract package areas	Jobcentre Plus Districts	City Strategy Partnerships	Multi Area Agreements	City Regions
Highlands, Islands and Clyde Coast and Grampian	<ul style="list-style-type: none"> Highlands, Islands and Clyde Coast and Grampian 			
Forth Valley, Fife and Tayside	<ul style="list-style-type: none"> Forth Valley, Fife and Tayside 	Dundee		
Glasgow	<ul style="list-style-type: none"> Glasgow 	Glasgow		
Northumbria and Gateshead South Tyne and Wear Valley	<ul style="list-style-type: none"> Northumbria South Tyne and Wear Valley 	Tyne and Wear*	Tyne and Wear*	
Cumbria and Lancashire	<ul style="list-style-type: none"> Cumbria and Lancashire 	Blackburn and Darwen*	Pennine Lancashire* Fylde Coast	
Cheshire and Warrington	<ul style="list-style-type: none"> Cheshire, Halton and Warrington (<i>Only covering Cheshire and Warrington</i>) 			
Halton Merseyside	<ul style="list-style-type: none"> Cheshire, Halton and Warrington (<i>only covering Halton</i>) Merseyside 	Liverpool / Merseyside	Liverpool City Region	
West Yorkshire	<ul style="list-style-type: none"> West Yorkshire 			Leeds
Bedfordshire and Hertfordshire Essex	<ul style="list-style-type: none"> Bedford and Hertfordshire Essex 			
Dorset and Somerset Gloucestershire, Wiltshire and Swindon West of England	<ul style="list-style-type: none"> Dorset and Somerset Gloucestershire, Wiltshire and Swindon West of England 		Bournemouth, Dorset and Poole West of England*	
Olympic Host Boroughs and City of London	<ul style="list-style-type: none"> City and East London North and North East London (Waltham Forest only) South London (Greenwich only) 	East London*	Olympic Host Boroughs*	
West London	<ul style="list-style-type: none"> West London 	West London*		
North and North East London	<ul style="list-style-type: none"> North and North East London (Barking, Dagenham, Havering, Redbridge, Barnet, Enfield and Haringey) 			

Community Task Force Phase 2 – Specification - Pre-Qualification Stage - Restricted

Contract package areas	Jobcentre Plus Districts	City Strategy Partnerships	Multi Area Agreements	City Regions
South London	<ul style="list-style-type: none"> • South London (excluding Greenwich) • 			
Hampshire and the Isle of Wight	<ul style="list-style-type: none"> • Hampshire and the Isle of Wight 		Partnership for Urban South Hampshire*	
Berkshire, Buckinghamshire and Oxfordshire	<ul style="list-style-type: none"> • Berkshire, Buckinghamshire and Oxfordshire 			

Annex 5 – TUPE Fact Sheet

DWP (in line with the Government) takes a positive attitude towards TUPE, regarding it as an important aspect of employment rights legislation with the potential to promote a co-operative, partnership approach towards business restructuring and change in the public sector. The application of TUPE will always be a matter of law based on the individual circumstances of the particular transfer but there must be a clear and consistent approach to the treatment of staff. This fact sheet is intended to outline responsibilities under TUPE and it is not an authoritative statement of the law and bidders are advised to seek their own legal advice.

Transfer of Undertakings (Protection of Employment) Regulations 2006¹ replaced the Transfer of Undertakings (Protection of Employment) Regulations 1981 (the United Kingdom implementation of the EC Acquired Rights Directive). The purpose of the Directive is to protect employment rights and the terms and conditions of service of people who are transferred from one employer to another when a business or part of a business (“an undertaking”) is transferred. The new employer takes over all rights, duties and obligations of the former employer. It is as though the individual’s contract of employment was originally made with the new employer and not the original employer.

All rights, powers, duties and liabilities under or in connection with contracts of employment transfer. This includes continuity of

Employment, accrued salaries, holiday entitlement, contractual benefits, rights to enhance redundancy pay and early retirement benefits and pre existing employment related claims.

TUPE applies to relevant transfers. A relevant transfer may be:

- a transfer of an undertaking, or
- a “service provision change”

The “transferor” is the employer of the employees immediately before the transfer; the transferee is the employer immediately after.

Both transferor and transferee have joint and separate obligations under TUPE.

Community Task Force Phase 2 – Specification - Pre-Qualification Stage - Restricted

In certain circumstances TUPE provides for continuation of recognition of Trade Unions and collective agreements where a relevant transfer has occurred.

Where contracts potentially involve the transfer of staff from the public sector, the **Cabinet Office Staff Transfers in the Public Sector Statement of Practice Revised November 2007²** will apply.

Occupational pension rights, invalidity retirement benefits and death in service benefits do not transfer under TUPE but, since 6 April 2005, the transferee is subject to new pension obligations under the **Pension Act 2004³**.

However, where the transfer includes public sector staff who are compulsorily transferred to the private sector the HM Treasury Guidance note revised in 2004: **Fair Deal for Staff Pensions: Procurement of Bulk Transfer Agreements and Related Issues⁴** applies. This sets out the standards for protecting the occupational pensions of these public sector staff. For future pensions benefits the new employer must provide access to a pension scheme that is broadly comparable to the public sector scheme the staff are leaving. To maximise past pension benefits, the new employer must also offer the opportunity for staff to participate in a bulk transfer of pension benefits accrued from their past service.

Where transferees are members of local government pension schemes it can be possible for bidders to seek admitted body status to the local government pension scheme.

The **Code of Practice on Workforce Matters in Public Sector Service Contracts 2005⁵** applies to public sector service contracts which involve: a transfer of staff from the public sector authority to the service provider; or in which staff originally transferred out from the public authority as a result of an outsourcing who are TUPE transferred to a new provider under a re-tender of a contract. This requires that where a service provider recruits new staff whose main role is to work on a public sector service contract alongside staff transferred from the public authority, it will offer employment on fair and reasonable terms and conditions which are, overall, no less favourable than those of transferred employees. The service provider will also offer reasonable pension arrangements.

The arrangements in this fact sheet are set out in the following legislation, codes and statements of practice:

¹The Transfer of Undertakings (Protection of Employment) Regulations 2006; <http://www.opsi.gov.uk/si/si2006/20060246.htm>

²Staff Transfers in the Public Sector Statement of Practice; http://www.hm-treasury.gov.uk/d/staff_transfers_145.pdf.

³Pensions Act 2004; http://www.opsi.gov.uk/Acts/acts2004/ukpga_20040035_en_1

⁴A Fair Deal for Staff Pensions (2002) and (2004); http://www.hm-treasury.gov.uk/d/pensions_bta_guidance_290604.pdf

⁵The Cabinet Office Code of Practice on Workforce Matters in Public Sector Service Contracts (2005); <http://archive.cabinetoffice.gov.uk/opsr/documents/pdf/copwm.pdf>