

Withdrawn

This publication is withdrawn.

This publication is no longer current. The closing date for application was 15 October 2021.

FSO GRANT COMPETITION SPECIFICATION

For

**Future Support Offer
Grant Competition**

CONTENTS

1.	GLOSSARY	3
2.	INTRODUCTION.....	7
3.	OVERVIEW OF FSO GRANT COMPETITION SPECIFICATION.....	8
4.	CONSIDERATION OF EMPLOYEE ISSUES - “TUPE” AND REDUNDANCY COSTS	8
PART A – THE FSO GRANT COMPETITION PROCESS		10
5.	FSO GRANT COMPETITION TIMETABLE	10
6.	CLARIFICATION QUESTIONS	10
7.	COST.....	11
8.	SUBMITTING AN APPLICATION.....	11
9.	APPLICATION EVALUATION	12
10.	GRANT AWARD	12
PART B – TERMS FOR COMPETING IN THE FSO GRANT COMPETITION.....		13
11.	INTRODUCTION.....	13
12.	CONDUCT	13
13.	CONTACT AND CANVASSING DURING THE FSO GRANT COMPETITION	13
14.	COLLUSIVE BEHAVIOUR.....	13
15.	COMPLIANCE	14
16.	RIGHT TO CANCEL OR VARY THE FSO GRANT COMPETITION.....	14
PART C – STATEMENT OF REQUIREMENTS.....		14
17.	INTRODUCTION.....	14
18.	SUMMARY OF GRANT FUNDING	15
19.	PERIOD OF FUNDING AGREEMENT	15
20.	FUNDING PURPOSE	15
21.	ELIGIBILITY CRITERIA OF APPLICANTS.....	15
22.	SCOPE OF FUNDED ACTIVITIES AND FSO GRANT FUNDING REQUIREMENTS	16
23.	FUNDING CAVEAT	19
24.	PROJECT COSTS	19
25.	ELIGIBLE AND INELIGIBLE EXPENDITURE	20
26.	GOVERNANCE, MONITORING AND REPORTING	21
27.	EVALUATION OF FSO DELIVERY	23
28.	FSO OUTCOMES	24
29.	KPI.....	25
30.	MANAGEMENT INFORMATION.....	25
31.	EXIT.....	26

1. GLOSSARY

1.1 In this Future Support Offer ('FSO') Grant Competition Specification, including Tables 1-4, and the FSO Grant Application Form, the following words and phrases have the following meanings:

"Added Value" in the Applicant's response means going above and beyond the requirement asked in the question. This could include innovations, minimising costs, and reducing risks whilst recognising Departmental constraints or aligning to the DWP's own Departmental strategy;

"Applicant" means an organisation or consortium of organisations that submits an Application in response to the FSO Grant Competition Specification;

"Application" means a fully completed FSO Grant Application Form submitted in response to the FSO Grant Competition Specification;

"Asset(s)" shall have the same meaning as set out in the FSO Grant Funding Agreement;

"Authority" means the Secretary of State for Work and Pensions acting as part of the Crown through his/her Representatives in the Department for Work and Pensions;

"Clarification Questions" are questions submitted by Applicants to UCfuture.support@dwp.gov.uk about the FSO Grant Competition;

"Commencement Date" means the date on which the FSO Grant Funding Agreement comes into effect;

"Conditionality Group" means the group into which a Universal Credit claimant is placed, and determines what they need to do to find work (if this is appropriate), what is required of them in relation to their UC payment, and the type of work-related activities the claimant can be set as part of their claimant commitment;

"Conditions" means the conditions which apply to the use of the FSO Grant by the Grant Recipient as set out in the FSO Grant Funding Agreement;

"Customer" means someone who receives assistance through the FSO in relation to UC;

"Deadline for Clarification Questions from Applicants" means the time and date set out in 'Table 1 – Proposed Competition Timetable and Administrative Arrangements', for the latest submission of Clarification Questions;

"Deadline for Application Submissions" means the time and date set out in 'Table 1 – Proposed Competition Timetable and Administrative Arrangements', for the latest uploading of Applications;

"EIR" means the Environmental Information Regulations 2004;

"Employee Data" means the anonymised information relating to employees of the Former Grantee who may be in scope for TUPE;

"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;

"Former Grantee" means the organisations whose grant funding for activities similar to the Funded Activities ends on 31/03/2022;

"Funded Activities" means those activities to be funded by the FSO Grant as described in paragraph 22;

“Funding Period” means the period for which the FSO Grant is awarded, starting on the Commencement Date and ending on the 31 March 2023, unless terminated earlier in accordance with the FSO GFA;

“FSO Grant” means the funding to be awarded to the Grant Recipient by the Authority;

“FSO Grant Competition” means the competition to be run by the Authority to select the Grant Recipient to whom the FSO may be granted;

“FSO Grant Competition Specification” means this document and any appendices or annex to this document;

“Go-Live Readiness Report” means a report that sets out the Grant Recipient’s readiness against a set of predefined go-live readiness criteria that will be provided by DWP;

“Grant Funding Agreement” means the Grant Funding Agreement for Future Support Offer including the conditions set out in it, any annexes to it, and the Grant Funding Letter;

“Grant Funding Letter” means the letter the Authority will issue to the Grant Recipient confirming the award of the FSO Grant;

“Grant Recipient” means the Grant Recipient who is the successful Applicant chosen to provide the Funded Activities;

“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;

“Implementation Plan” means a plan that shows the products, activities, dependencies, timescales and responsibilities required to successfully deliver the FSO from the expected Commencement Date of FSO Grant Funding Agreement, in a format to be agreed with DWP;

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

“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 Confidential Information 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;

“IP Completion Day” has the meaning given to it in the European Union (Withdrawal) Act 2018;

“IPR Material” means all material produced by the Grant Recipient or its Representatives in relation to the Funded Activities (including materials expressed in any form of report, database, design, document, technology, information, know how, system or process). For the avoidance of doubt, IPR Material does not include the Grant Recipient’s case management system;

“Law” means any applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, directive or requirement of any regulatory body or delegated or subordinate legislation;

“Lowest Total Value Offer” means the FSO Grant Funding Application that has the lowest combined set up costs and operating costs;

“Marking Scheme” means the range of marks that may be given to an Applicant depending on the quality of its response to a question, and which is located in the boxes next to the applicable question;

“**Party**” means the Authority or Grant Recipient as the context requires and Parties shall be a reference to both of them;

“**Personal Data**” has the meaning given to it in the UK GDPR;

“**Prohibited Act**” means:

- (a) directly or indirectly offering, giving or agreeing to give to any servant of the Authority 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 this FSO Grant Funding Agreement; or
 - (ii) showing or not showing favour or disfavour in relation to this FSO Grant Funding Agreement;
- (b) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this FSO Grant Funding Agreement; or
- (c) defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

“**Redundancy Costs**” mean the total sum of any of the following sums paid to a Transferring Citizens Advice Bureau (CAB) Employee, where the Redundancy Conditions have been met:

- (a) any statutory redundancy payment; and
- (b) in respect of an employee who is a Transferring CAB Employee, any contractual redundancy payment (or where such a contractual benefit on redundancy is a benefit payable from a pension scheme, the increase in cost to the Grant Recipient as a net present value compared to the benefit payable on termination of employment without redundancy), provided that such employee was entitled to such contractual redundancy payment immediately prior to his or her transfer to the Grant Recipient under TUPE; and
- (c) where it is not reasonably practicable for the Transferring CAB Employee to work their notice period, in respect of each such employee, either:
 - (i) payment of damages on breach of the applicable statutory notice entitlement, or if higher, the notice entitlement under the terms and conditions of employment to which the Transferring CAB Employee was entitled immediately prior to the Relevant Transfer Date; or
 - (ii) a payment in lieu of any such notice entitlement made pursuant to the terms and conditions that such Transferring CAB Employee was entitled to immediately prior to their transfer to the Grant Recipient pursuant to the Relevant Transfer.

“**Redundancy Conditions**” mean, a redundancy which takes place where the following conditions have all been met:

- (a) the Transferring CAB Employee is compulsorily dismissed by the Grant Recipient, i.e. the future Grant Recipient, and provided that the Former Grantee is not the Grant Recipient;
- (b) the dismissal is by reason of redundancy (as such term is defined in section 139 of the Employment Rights Act 1996);
- (c) the redundancy has arisen as a result of an economic technical organisational reason entailing changes to the workforce;
- (d) the Grant Recipient, i.e. the future Grant Recipient has, and has demonstrated to, and the Authority has agreed that it has:
 - (i) sought to avoid redundancy by redeployment;

(ii) followed a fair dismissal procedure and complied with all contractual and legislative requirements; and

(e) the redundancies take effect within 3 (three) months of the Relevant Transfer at the commencement of the provision of Funded Activities;

“Registered Interested Parties” means those who register an interest in submitting an Application for the FSO Grant Competition by emailing their organisation’s name and contact details, including email address, to UCfuture.support@dwp.gov.uk;

“Relevant Transfer” means a transfer of employment under TUPE;

“Relevant Transfer Date” means the date of a Relevant Transfer;

“Representatives” means any Party’s duly authorised directors, employees, officers, agents, professional advisors and consultants;

“Statement of Requirements” means a statement issued by the Authority detailing its requirements in respect of the FSO;

“Total Score Available” means the maximum potential score that can be awarded for a response to a question;

“Total Value Offer” has the meaning given in paragraph 9.7;

“Trade and Cooperation Agreement” means the Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain and Northern Ireland, of the other part (as that agreement is modified or supplemented from time to time in accordance with any provision of it or any other future relationship agreement);

“Transferring CAB Employees” means employees of the Former Grantee identified as Transferring CAB Employees to whom TUPE applies on the Relevant Transfer Date;

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended, replaced, or any other regulations implementing the Acquired Rights Directive;

“UC Claimant(s)” means any person who has made a claim for Universal Credit and/or any person who wishes or intends to make a claim for Universal Credit;

“UK GDPR” and GDPR means the General Data Protection Regulation (EU) 2016/679;

“VAT” means value added tax chargeable in the UK.

1.2 In this FSO Grant Competition Specification, unless the context otherwise requires:

- (1) the singular includes the plural and vice versa;
- (2) reference to a gender includes the other gender and the neuter;
- (3) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- (4) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

- (5) any reference which immediately before IP Completion Day was a reference to (as it has effect from time to time):
 - (i) any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area (EEA) agreement (EU References) which forms part of domestic law by Application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - (ii) any EU institution or EU Authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, Authority or body to which its functions were transferred;
- (6) 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";
- (7) 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;
- (8) 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 obligations under the FSO Grant Funding Agreement;
- (9) references to "sections", "paragraphs" and "Annexes" are, unless otherwise provided, references to the sections, paragraphs and annexes of this FSO Grant Competition Specification and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear; and
- (10) the headings in this FSO Grant Competition Specification are for ease of reference only and will not affect the interpretation or construction of this FSO Grant Competition Specification.

1.3 Where there is any conflict between this FSO Grant Competition Specification and any other documents relating to the FSO Grant Competition the conflict shall be resolved in accordance with the following order of precedence:

- 1.3.1 the Authority's Grant Funding Letter (Annex 1 to the FSO Grant Funding Agreement);
- 1.3.2 the Conditions set out within the FSO Grant Funding Agreement;
- 1.3.3 the other Annexes to the FSO Grant Funding Agreement;
- 1.3.4 this FSO Grant Competition Specification; and
- 1.3.5 any other documents incorporated by reference in, or developed in accordance with, the FSO Grant Funding Agreement and the FSO Grant Competition Specification.

2. INTRODUCTION

2.1 This FSO Grant Competition Specification document relates to the FSO Grant Competition to award grant funding to an organisation (or organisations) to assist those UC Claimant(s) in England, Scotland & Wales (not Northern Ireland) requiring additional support to make and maintain their Universal Credit ('UC') claim, up until their first correct UC payment. This FSO

Grant Competition Specification contains the information and instructions the Applicant needs to submit an Application for the FSO Grant.

2.2 The Authority proposes that to aid Applicants, the suite of FSO Grant Competition documents and information be considered in the following order:

- 2.2.1 FSO Grant Competition Specification;
- 2.2.2 FSO Grant Application Form;
- 2.2.3 FSO Grant Funding Agreement;
- 2.2.4 FSO Grant Forecast Expenditure Template;
- 2.2.5 FSO Application Scoring Matrix; and
- 2.2.6 FSO Table of Outcomes.

3. OVERVIEW OF FSO GRANT COMPETITION SPECIFICATION

3.1 The FSO Grant Competition Specification comprises three (3) Parts (A – C) and four (4) Tables (1 – 4):

- 3.1.1 Part A – The FSO Grant Competition process: sets out the proposed competition timetable and information and instructions relevant to the submission and evaluation of Applications;
- 3.1.2 Part B – Terms for Competing in the FSO Grant Competition: sets out the rights and obligations which apply to the Applicant and the Authority during this FSO Grant Competition;
- 3.1.3 Part C – Statement of Requirements: a statement issued by the Authority detailing its requirements in respect of the FSO;
- 3.1.4 Table 1 – Proposed Competition Timetable and Administrative Arrangements;
- 3.1.5 Table 2 – FSO Grant Forecast Expenditure Template (this is a separate document published alongside this FSO Grant Competition Specification);
- 3.1.6 Table 3 – FSO Application Scoring Matrix (this is a separate document published alongside this FSO Grant Competition Specification); and
- 3.1.7 Table 4 – FSO Table of Outcomes (this is a separate document published alongside this FSO Grant Competition Specification).

4. CONSIDERATION OF EMPLOYEE ISSUES - “TUPE” AND REDUNDANCY COSTS

4.1 In relation to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”), Applicants should note the following:

- 4.1.1 The FSO replaces Help to Claim that is funded by the Department for Work and Pensions (“DWP”) and currently undertaken by two national bodies who sub-grant the work to a number of charities (“Former Grantee”), see paragraph 4.1.4 below.
- 4.1.2 It is the Authority’s view that TUPE is likely to apply to this FSO Grant Competition and if any Applicant forms a different view they should explain their reasons. However, the Authority makes no representations or warranties in this regard in advance of organisations submitting their Application and is not liable for this opinion. All Applicants should obtain their own legal advice on the applicability of TUPE to the Funded Activities provided pursuant to this FSO Grant.
- 4.1.3 The Applicant should carefully consider how they would manage any TUPE process.
- 4.1.4 All data received from the Former Grantee will be provided, anonymised, on request from UCfuture.support@dwf.gov.uk (“Employee Data”). Based on this early Employee Data provided by the Former Grantee, the Authority understands there are approximately 1,380 existing employees currently engaged by over 300 different organisations throughout England, Wales and Scotland undertaking activities related to the scope of this FSO Grant

Competition, and therefore potentially in scope to transfer under TUPE. The Authority understands none of these employees are current, or former, Authority employees. The Authority does not anticipate that any existing Authority staff will be subject to transfer under TUPE as a result of the Grant.

- 4.1.5 Employee Data will be provided by the Former Grantee. The Authority has no control over the content of the Employee Data and has not verified or approved this. It is provided for Applicants who may wish to take their own professional or specialist advice on the basis of the following terms of use:
- i. The Authority does not make any representations, warranties or guarantees, whether express or implied, that the Employee Data is accurate, complete or up to date;
 - ii. The Employee Data is provided for information only. It is not intended to amount to advice on which Applicants should rely. Applicants should obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Employee Data.
- 4.1.6 Employee Data will only be shared by the Authority with Applicants who request it from UCfuture.support@dwp.gov.uk and who complete and return a non-disclosure agreement setting out their responsibilities in relation to the Employee Data. DWP will provide the non-disclosure agreement template.
- 4.1.7 Applicants should note that there will not be any additional funding made available to cover any TUPE transfer costs. Applicants need to be aware that the FSO Grant Funding covers all TUPE costs and TUPE mobilisation/set up costs including without limitation those set out below:
- a) the cost of integrating the TUPE transferring workforce into the Grant Recipient's organisation;
 - b) any Authority accepted Redundancy Costs and the cost of employing such staff until the date of their redundancy;
 - c) costs of any additional staff; and
 - d) any additional training or recruitment costs.
- 4.1.8 All TUPE mobilisation/set up costs must be included within the "Setup Costs" on the first tab of the "FSO Grant Forecast Expenditure Template".
- 4.1.9 Applicants should make their own staffing assessments noting that current delivery of the Funded Activities is presently supported both by not only those listed in the Employee Data but also volunteers. Applicants are required in the FSO Grant Forecast Expenditure Template to indicate whether they believe the Funded Activities are currently over or under staffed using the headings identified above and those set out on the FSO Grant Forecast Expenditure Template.
- 4.1.10 Where Applicants believe redundancies are necessary, the costs of those it is proposed are to be made redundant must be included within the setup costs tab within the FSO Grant Forecast Expenditure Template, with salaries ceasing in the month/quarter when the redundancies are expected to take place. Redundancy Costs, as defined, are to be shown separately. Note: FSO Grant Funding can only be used for Redundancy Costs, where the Redundancy Conditions are met, both of which are defined above. Therefore, only redundancy costs, which meet the definition of Redundancy Costs, can be included in the FSO Grant Forecast Expenditure Template. For the avoidance of doubt, where the Former Grantee is the Grant Recipient, Redundancy Costs are not recoverable.

PART A – THE FSO GRANT COMPETITION PROCESS

5. FSO GRANT COMPETITION TIMETABLE

- 5.1 The proposed timetable for this FSO Grant Competition is set out in 'Table 1 – Proposed Competition Timetable and Administrative Arrangements' at paragraph 5.4.
- 5.2 The Authority may change this timetable at any time. Applicants will be informed if changes to this timetable are necessary.
- 5.3 Following the issue of the FSO Grant Competition Specification, **the remainder of the FSO Grant Competition documents will only be released to those who register an interest in submitting an Application for the FSO Grant Competition ('Registered Interested Parties')** by emailing their organisation's name and contact details, including email address, to UCfuture.support@dwp.gov.uk. Please note, as set out at paragraph 4 of this FSO Grant Competition Specification, Registered Interested Parties will be required to sign a non-disclosure agreement in order for the Employee Data to be released to them.
- 5.4 See 'Table 1 – Proposed Competition Timetable and Administrative Arrangements' below:

TABLE 1 - PROPOSED COMPETITION TIMETABLE AND ADMINISTRATIVE ARRANGEMENTS

Issue FSO Grant Competition Specification	9 September 2021
Issue of remaining FSO Grant Competition documents	On request by Registered Interested Parties
Deadline for Clarification Questions from Applicants	11.59pm 1 October 2021
Deadline for the publication of responses to Clarification Questions from Applicants	11.59pm 8 October 2021
Deadline for Application Submissions	11.59pm 15 October 2021
Commencement of Evaluation and Approval Process	18 October 2021
Proposed funding award notification	8 December 2021
Expected execution (signature) date	22 December 2021
Expected Commencement Date of FSO Grant Funding Agreement	1 April 2022

6. CLARIFICATION QUESTIONS

- 6.1 Applicants may seek clarification regarding any aspect of this FSO Grant Competition at any time prior to the Deadline for Clarification Questions from Applicants.
- 6.2 The Authority will respond to Clarification Questions at the earliest opportunity, and no later than the date set out in the proposed timetable at 'Table 1 – Proposed Competition Timetable and Administrative Arrangements' at paragraph 5.4. **In order to submit Clarification Questions and receive Authority responses to Clarification Questions, you must become a Registered Interested Party, as per paragraph 5.3 above.** We will maintain an anonymised Clarification Questions log, and regularly issue updates to Registered Interested Parties.
- 6.3 To ensure that all Applicants have equal access to information regarding this FSO Grant Competition, the Authority will e-mail all Registered Interested Parties with its responses to Clarification Questions raised, on an anonymous basis.

- 6.4 Subject always to the Authority's obligations under FOIA and any other applicable legislation, if a Clarification Question is deemed by an Applicant to be commercially confidential, then the Applicant should clearly indicate as part of their Clarification Question that it believes this to be the case. The Authority will consider this request and may exercise its discretion to keep such information confidential when handling the Clarification Question.
- 6.5 The Deadline for Clarification Questions from Applicants along with the date of the publication of the responses to Clarification Questions is shown in the proposed timetable set out at 'Table 1 – Proposed Competition Timetable and Administrative Arrangements' at paragraph 5.4 above.
- 6.6 The Authority will not enter into exclusive discussions regarding the requirements of this FSO Grant Competition with Applicants.
- 6.7 At times the Authority may issue communications to the email address for the Applicant contact provided in the FSO Grant Application Form, therefore please ensure that this mailbox is reviewed on a regular basis.

7. COST

- 7.1 Applicants are requested to complete and return the FSO Grant Application Form and the **'Table 2 - FSO Grant Forecast Expenditure Template'** as part of their Application.
- 7.2 All Applicants (including the Grant Recipient) will be liable for all costs incurred in the preparation and submission of their Application. The DWP will not be liable for these costs and the Grant Recipient cannot use the FSO Grant funding to cover costs incurred in the preparation and submission of their Application.

8. SUBMITTING AN APPLICATION

- 8.1 You must register your interest in submitting an Application for the FSO Grant Competition by becoming a Registered Interested Party, as per paragraph 5.3 above.
- 8.2 The FSO Grant Funding Agreement and Authority responses to the Clarification Questions will be made available to Applicants who are Registered Interested Parties.
- 8.3 Employee Data will be made available to Applicants who are Registered Interested Parties following request, and subject to prior signature of a non-disclosure agreement.
- 8.4 All Applications must be submitted to UCfuture.support@dwp.gov.uk. Applications submitted by any other means will not be accepted.
- 8.5 The Authority must receive all fully completed and final Applications before the Deadline for Application Submissions.
- 8.6 Applications received on or after the Deadline for Application Submissions may be rejected by the Authority. The decision whether to reject an Application received after the Deadline for Application Submissions is made entirely at the Authority's discretion.
- 8.7 Each Applicant is responsible for ensuring that its Application has been successfully completed and all relevant information submitted to the Authority by the Deadline for Application Submissions. For these purposes, it is recommended that each Applicant allows time for a final check to be undertaken prior to the Deadline for Application Submissions. IT problems affecting the Applicant's own system will not be considered reasonable grounds for late submission.
- 8.8 An Applicant may modify and resubmit its Application at any time prior to the Deadline for Application Submissions. Applications cannot be modified by Applicants after the Deadline for Application Submissions.

- 8.9 Applicants must not seek to alter the content or functionality of any Excel spreadsheet, declaration or other response template issued by the Authority, save only for the population of those Application-specific items of information which are specifically required to be included by the Authority in relevant instructions for the FSO Grant Application Form. Without prejudice to the generality of this requirement, and save only to the extent (if any) specifically permitted by the Authority to do so in relevant instructions, Applicants must not insert or otherwise seek to apply any qualifications or assumptions around any of the matters on which responses are required.
- 8.10 An Application (including costs within the 'Table 2 - FSO Grant Forecast Expenditure Template') must remain valid and capable of acceptance by the Authority for a period of 210 days following the Deadline for Application Submissions. An Application with a shorter validity period may be rejected.

9. APPLICATION EVALUATION

- 9.1 Applications will be evaluated in line with the Marking Scheme set out in the FSO Grant Application Form.
- 9.2 Applicants who fail any of the mandatory questions contained within the FSO Grant Application Form will be excluded from the competition.
- 9.3 The Total Score Available for each question is set out in the FSO Grant Application Form.
- 9.4 The responses to the Quality Questionnaire and Set Up Costs and Operating Costs will be evaluated based on the weightings set out in 'Table 3 - FSO Application Scoring Matrix'. The scores for the Quality Questionnaire will amount to 80% of the overall score, and the score for Set Up Costs and Operating Costs will amount to 20% of the overall score.
- 9.5 Scored questions have possible scores of 0, 6, 12, 18, 24, 30, which are to be answered within the word count specified in each Question Section within the FSO Grant Application Form. The marking methodology for each Question Section is also provided in the FSO Grant Application Form.
- 9.6 For the Quality Questionnaire questions the score given for each response is divided by 30 and multiplied by the weighting to give an individual weighted score e.g.

Question 1	Operating Model
Weighting	12%
Example Applicant Score	18
Example Applicant Weighted Score	7.2%

- 9.7 For scoring of Set Up Costs and Operating Costs, the lowest Total Value Offer ('Lowest Total Value Offer') submitted in this FSO Grant Competition will receive maximum weighted points, i.e. 20%. In relation to each Applicant, the Lowest Total Value Offer will be divided by each Applicant's Total Value Offer, to give each Applicant a percentage of the maximum weighted score available.

10. GRANT AWARD

- 10.1 The Applicant that achieves the highest overall score will be awarded the FSO Grant subject to paragraph 16 of the FSO Grant Competition Specification, and subject to signing and accepting the conditions in the FSO Grant Funding Agreement.

- 10.2 If two or more Applicants obtain the same highest overall score, the Applicant with the highest combined score for the Quality (question 5.3) and Customer Satisfaction (question 5.4) sections of the Quality Questionnaire will be deemed the Grant Recipient.
- 10.3 As per para 16, the Authority reserves the right to cancel or vary all or any part of the FSO Grant Competition including any supporting documentation at any time during the FSO Grant Competition.

PART B – TERMS FOR COMPETING IN THE FSO GRANT COMPETITION

11. INTRODUCTION

- 11.1 The Terms for competing in the FSO Grant Competition as set out in this Part B of the FSO Grant Competition Specification (“Terms”) regulate the conduct of the Applicant and the Authority throughout the FSO Grant Competition. These Terms also grant the Authority specific rights and limit its liability.
- 11.2 In these Terms any reference to 'person' includes, but is not limited to, any person, firm, not-for-profit organisation, charity, body or association, corporate or incorporate.

12. CONDUCT

- 12.1 The Applicant agrees to abide by these Terms of the FSO Grant Competition and any instructions given in the FSO Grant Competition Specification and agrees to ensure that any of its staff, contractors, subcontractors, consortium members and advisers involved or connected with the FSO Grant Competition abide by the same.

13. CONTACT AND CANVASSING DURING THE FSO GRANT COMPETITION

- 13.1 The Applicant must not directly or indirectly canvass any Minister, public sector employee or agent regarding this FSO Grant Competition or attempt to procure any information from the same regarding the FSO Grant Competition (except where expressly permitted by the FSO Grant Competition Specification). Any attempt to do so may result in the Applicant's disqualification from this FSO Grant Competition.

14. COLLUSIVE BEHAVIOUR

- 14.1 The Applicant must not (and shall ensure that its subcontractors, consortium members, advisors or companies within its group do not):
- 14.1.1 fix or adjust any element of the Application by agreement or arrangement with any other person;
 - 14.1.2 communicate with any person other than the DWP about the value, price or rates set out in the Application; or information which would enable the precise or approximate value, price or rates to be calculated by any other person;
 - 14.1.3 enter into any agreement or arrangement with any person, so that the person refrains from submitting an Application;
 - 14.1.4 share, permit or disclose to another person access to any information relating to the Application (or another Application to which it is party) with any other person;
 - 14.1.5 offer or agree to pay, give or does pay, give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person, for doing or having done or causing or having caused to be done in relation to the Application any other Application or proposed Application, any act or omission;

- 14.1.6 except where such Prohibited Acts are undertaken with persons who are also participants in the Applicant's Application, such as subcontractors, consortium members, advisors or companies within its group, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of the Application or obtain any necessary security;
- 14.2 If the Applicant breaches paragraph 14.1, including sub paragraphs 14.1.1 to 14.1.6 inclusive, the Authority may (without prejudice to any other criminal or civil remedies available to it) disqualify the Applicant from further participation in the FSO Grant Competition;
- 14.3 The Authority may require the Applicant to put in place any procedures or undertake any such action(s) that the Authority in its sole discretion considers necessary to prevent or curtail any collusive behaviour.

15. COMPLIANCE

- 15.1 The Applicant agrees that in cases where their Application is deemed by the Authority to be non-compliant with the requirements set out within the FSO Grant Competition Specification the Authority may exclude them from the FSO Grant Competition.

16. RIGHT TO CANCEL OR VARY THE FSO GRANT COMPETITION

- 16.1 The Authority reserves the right:
 - 16.1.1 to amend, clarify, add to or withdraw all or any part of the FSO Grant Competition Specification at any time during the FSO Competition;
 - 16.1.2 to vary any timetable or deadlines set out in the FSO Grant Competition Specification;
 - 16.1.3 not to conclude a FSO Grant Funding Agreement for some or all of the outcomes (as applicable) for which Applications are invited;
 - 16.1.4 to cancel all or part of the FSO Grant Competition at any stage at any time. This includes, but is not limited to, in the event that the Authority concludes it is not financially viable to continue with the FSO Grant Competition and award process after receiving Applications from Applicants.
- 16.2 The Applicant accepts and acknowledges that by issuing the FSO Grant Competition Specification, the Authority is not bound to accept an Application or obliged to conclude an FSO Grant Funding Agreement with any Applicant at all.

PART C – STATEMENT OF REQUIREMENTS

17. INTRODUCTION

- 17.1 DWP is responsible for welfare, pensions and child maintenance policy. As the UK's biggest public service department it administers a range of working age, pension age, disability and ill-health benefits to around 23 million citizens.
- 17.2 DWP priorities include:
 - 17.2.1 Improving people's quality of life;
 - 17.2.2 Maximising employment and in-work progression; and
 - 17.2.3 Delivering excellent services for citizens and taxpayers.
- 17.3 DWP is seeking to provide the FSO Grant for activities that deliver a consistent quality of support, across England, Scotland and Wales irrespective of a citizen's location. We are interested in Applications from both:

17.3.1 Organisations that could demonstrably:

- i. Offer specialist support where required (this could be on the basis of local reach, issue type, client type, etc.); and co-ordinate with other providers/organisations to meet and deliver the full FSO requirements; or
- ii. Provide national coverage within their own organisation, and/or co-ordinate national coverage through other organisations.

17.4 DWP welcomes Applications from consortia/partnerships with details of how they would co-ordinate in order to meet the full FSO requirements. Please note however that DWP will only enter into one FSO Grant Funding Agreement, which will be with the lead member of the consortium/partnership. Consortium/partnership members should then have a consortium/partnership agreement in place between themselves.

17.5 We are open to hearing about creative and innovative ideas organisations may have to support UC Claimant(s) to make a UC claim and help UC Claimant(s) engage with that support.

18. SUMMARY OF GRANT FUNDING

18.1 The DWP intends to provide the FSO Grant to an organisation that best meets the requirements and conditions set out in this FSO Grant Competition Specification. Applications will be assessed by a DWP panel using the Marking Scheme set out in the FSO Grant Application Form, and referred to in paragraph 9 (Application Evaluation) of this FSO Grant Competition Specification.

18.2 The FSO will be a digital and telephony only support offer, and Applicants should note that funding has not yet been agreed. Further detail is provided at paragraph 23 (Funding Caveat).

19. PERIOD OF FUNDING AGREEMENT

19.1 The Applicant will be required to be ready to fully deliver the FSO starting on 1 April 2022.

19.2 The FSO Grant Funding Agreement will be from 1 April 2022 and end on 31 March 2023, with the possibility of extending for one further year ("Funding Period").

19.3 The FSO Grant cannot be used to pay for any work undertaken prior to countersignature of the FSO Grant Funding Agreement by the Grant Recipient.

20. FUNDING PURPOSE

20.1 Strategic Objectives of the FSO are to:

- 20.1.1 Provide accessible support through telephony and digital channels (including webchat);
- 20.1.2 Provide support to a person to make and complete a new claim to UC up to the first full correct payment of UC;
- 20.1.3 Provide support to a person to help them maintain a new claim to UC by themselves;
- 20.1.4 Deliver high quality support, such that there is consistent quality of outcomes; and
- 20.1.5 Identify wider issues such as debt; housing etc. and refer to appropriate support.

21. ELIGIBILITY CRITERIA OF APPLICANTS

21.1 The Applicant organisation must be a UK registered organisation with headquarters in the UK and operating in the UK;

21.2 The Applicant must have a UK Bank Account that has been operational for at least 3 years;

21.3 The Applicant must deliver FSO on a not-for-profit basis – that is, no profits are to be made by the Grant Recipient as a result of delivering the FSO. You must be able to evidence this requirement;

- 21.4 The Applicant must currently be registered with the appropriate Authority, and must have been for at least the last 3 years, and have no late and or missing filings with the appropriate Authority e.g. Companies House, Charity Commission, as required;
- 21.5 The Applicant must have filed accounts with the appropriate Authority e.g. Companies House, Charity Commission, for at least the last 3 years, as required;
- 21.6 The Applicant organisation must have no history of insolvency;
- 21.7 The Applicant organisation(s) must have other sources of income for the period of the Grant, and
- 21.8 The Applicant organisation must provide evidence satisfactory to the Authority of delivering welfare benefits advice.

22. SCOPE OF FUNDED ACTIVITIES AND FSO GRANT FUNDING REQUIREMENTS

- 22.1 This section sets out the Funded Activities that the Grant Recipient must carry out to meet the requirements of the FSO Grant.
- 22.2 The Grant Recipient must:
 - 22.2.1 Design and implement support based on the need of the UC Claimant(s) at either national, local and/or community based level;
 - 22.2.2 Provide support for UC Claimant(s) to understand eligibility to UC, taking full account of the circumstances of the UC Claimant(s), to help them understand if UC is the right benefit for them, including variations to the rules and regulations across England, Scotland and Wales;
 - 22.2.3 Provide support for UC Claimant(s) to make a new UC claim, either through the on-line UC claim process or the UC non-digital claim process where appropriate, up until their first full correct payment;
 - 22.2.4 Encourage and promote self-service using the UC online channel, whilst demonstrating that the most vulnerable and hardest to help UC Claimant(s) who may have more than one issue are fully supported (and referred effectively to other provision);
 - 22.2.5 Support UC Claimant(s) to provide the evidence needed to make a new claim to UC;
 - 22.2.6 Target support to all UC Claimant(s) from different demographic-based claimant groups including employed/unemployed, those with a disability or health condition, UC Claimant(s) of different ages and UC Claimant(s) who have never interacted with the benefits system before;
 - 22.2.7 Provide accessible support through telephony and digital channels (including webchat);
 - 22.2.8 Support UC Claimant(s) with understanding how UC works;
 - 22.2.9 Provide support through telephony and digital channels (including webchat) to eligible UC Claimant(s) who request support from the Grant Recipient irrespective of how the UC Claimant(s) contacts the Grant Recipient;
 - 22.2.10 Maximise the FSO Grant funding to deliver high quality support across England, Scotland and Wales, that demonstrates value for money through vigorous performance management via the collation and monitoring of management information (see paragraphs 26, 27, 28 ,29 and 30);

- 22.2.11 Provide a quality assurance process, using recognised industry standard quality methodologies (or equivalent), and report quality to the DWP (see paragraphs 26, 27, 28, 29 and 30);
- 22.2.12 Provide management information to the DWP which focuses on the quantitative and qualitative FSO outcomes (see paragraphs 26, 27, 28, 29 and 30);
- 22.2.13 Provide national coverage across all localities, in England, Scotland and Wales (including capability to support Welsh speaking UC Claimant(s)), with a consistent and high quality of support, irrespective of the location;
- 22.2.14 The Grant Recipient will seek out opportunities to continuously improve the FSO design and delivery, generating innovative ideas to maximise the effectiveness of the Funded Activities and will agree their deployment and evaluation with DWP;
- 22.2.15 Market the Funded Activities across all localities in England, Scotland and Wales, improving its reach into the community by targeted marketing to increase awareness of the FSO;
- 22.2.16 Have a means of establishing a strong community reach, with the ability to efficiently and effectively reach UC Claimant(s) and track them through their support;
- 22.2.17 Demonstrate and establish effective partnership working and strong links with the ability to co-ordinate with a range of relevant expert organisations providing support and advice in relation to social welfare. This includes organisations providing support with drugs, alcohol, mental and physical health issues and debt advice as well as housing and social care;
- 22.2.18 Have a reach in the community beyond DWP, including engaging with partner organisations to achieve that;
- 22.2.19 Have a process by which UC Claimant(s) can be signposted and/or referred to FSO support from DWP and other support organisations, and which tracks the UC Claimant(s) through their support;
- 22.2.20 Establish a relationship with local DWP, that enables any operational issues to be escalated and resolved, whether from DWP or the Grant Recipient, including identifying where UC Claimant(s) need immediate support from the local Jobcentre and having a process in place to offer that support;
- 22.2.21 Perform Funded Activities on the basis of actual cost expenditure, delivering no profit to the Grant Recipient for operating the scheme;
- 22.2.22 Provide the necessary technical infrastructure to support their delivery of the FSO;
- 22.2.23 Have business continuity plans to ensure continuity of the FSO in the event that UC Claimant(s) are unable to access a channel of, or any element of the FSO, including arrangements for reporting service outages to DWP;
- 22.2.24 Have a system for creating and maintaining client records, including recording client details, contact, referral source and outcome;
- 22.2.25 Comply with the UK GDPR including meeting UK GDPR requirements for all data held relating to FSO including compliance with the relevant provisions of the FSO Grant Funding Agreement;
- 22.2.26 Hold all Personal Data relating to the FSO, including client records, in accordance with UK GDPR. If this Personal Data is held outside the UK, the Applicant must state in which country the data will be held, and demonstrate how it will comply with UK GDPR;

- 22.2.27 Provide qualitative and quantitative data and user research to continuously improve the user experience and regularly report a clear set of outcomes to demonstrate benefits (financial and non-financial);
- 22.2.28 Provide and report on Key Performance Indicators (KPI), Performance Indicators (PI) and Management Information (MI) as specified in this Specification at paragraphs 26 (Governance Monitoring and Reporting), 27 (Evaluation), 28 (FSO Outcomes), 29 (Key Performance Indicators), and 30 (Management Information), and **'Table 3 - FSO Table of Outcomes'**;
- 22.2.29 Provide telephony access to the offer via freephone number(s) only;
- 22.2.30 Offer adviser support (e.g. telephony and digital (including webchat) during normal business hours as set out in section 4.4 of the FSO Grant Application Form, and ensure UC Claimant(s) can still access support outside of those hours, e.g. via a webpage;
- 22.2.31 Demonstrate financial competence and provide regular and thorough financial reporting; see paragraph 26 (Governance Monitoring and Reporting) for further information;
- 22.2.32 Not facilitate fraudulent claims for UC and/or fraudulent reporting of change(s) in circumstances;
- 22.2.33 At all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including the Bribery Act 2010;
- 22.2.34 Have a sound administration and audit process, including internal financial controls, appropriate to their type of organisation to safeguard against fraud, theft, money laundering, terrorist financing or any other impropriety or mismanagement in connection with the administration of the Grant, including reporting any instances to DWP. The Grant Recipient shall require that the internal/external auditors report on the adequacy or otherwise of that administration and audit process;
- 22.2.35 Work with DWP to complete a Fraud Risk Assessment for the FSO Grant, including regular reviews as required by DWP;
- 22.2.36 Comply with the Code of Conduct for Recipients of Government General Grants, which can be accessed at:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/771152/2019-01-15_Code_of_Conduct_for_Grant_Recipients_v.1.01.pdf/
- 22.2.37 Have accounting and finance controls and processes in place to track and report to DWP how the FSO Grant is being spent;
- 22.2.38 Comply with applicable laws and codes of conduct including the Information Acts and all applicable legislative requirements e.g. Welsh Language; Equality; Bribery; Anti-slavery etc.
- 22.2.39 At all times comply with the provisions of the Human Rights Act (HRA) in carrying out the Funded Activities as if the Grant Recipient were a public body (as defined in the HRA and for the purposes of the HRA) and shall undertake, or refrain from undertaking, such acts as the Authority requests so as to enable the DWP to comply with its obligations under the HRA;
- 22.2.40 Provide, when requested by the DWP, reasonable assistance and cooperation to enable the DWP to comply with its information disclosure obligations under the Information Acts;
- 22.2.41 Undertake and participate in evaluation of the FSO as specified by the DWP producing a mid-point evaluation report and final evaluation report, as set out in Section 27 (Evaluation of FSO Delivery);

22.2.42 Ensure that all advisers whether paid or voluntary have passed a Disclosure and Barring Service (DBS) check and a full audit of this is maintained and is accessible, and is available to DWP on request; and

22.2.43 The Applicant must confirm they have a satisfactory child protection policy.

22.3 Out of Scope:

22.3.1 There is no requirement to provide face to face FSO support or support beyond the first full correct payment of UC.

23. FUNDING CAVEAT

23.1 Previously DWP entered into a grant funding arrangement with the Former Grantee to provide face to face, telephony and digital support for UC Claimant(s) to make a claim to UC, the funding for which was secured up until the end of the Financial Year 2021/2022.

23.2 At present there is no guarantee that DWP will secure the requisite funding for the FSO and therefore DWP reserves the right to terminate the FSO Grant Competition as set out in paragraph 16 (Right to Cancel or Vary the FSO Grant Competition).

23.3 If FSO Grant funding is agreed, we anticipate the funding to be awarded for one year with a possible one-year extension.

23.4 The Applicant must note 'Table 2 – FSO Grant Forecast Expenditure Template', specifically that staff costs which are non-contractual can only be recovered from the FSO Grant with the Authority's prior approval. Such approval to be given in writing.

24. PROJECT COSTS

24.1 The Applicant must present a financial breakdown of their forecast expenditure for the FSO using '**Table 2 - FSO Grant Forecast Expenditure Template**'. Any individual costs for capital items over £2,500 will need to be clear and justified. Bulk asset purchases of items which are individually below £2,500, but collectively greater than £2,500 (e.g. Laptops) should be captured and pooled for capital reporting purposes. This information should be submitted at a project and work package level. The Applicant will need to provide an inventory of any capital costs over £2,500 at the end of the FSO Grant Funding Agreement.

24.2 The DWP will require a share in the residual proceeds of any market disposal of assets remaining at the end of the FSO Grant Funding Agreement, equal to the proportion of the original purchase price funded from the FSO Grant.

24.3 DWP's planning assumptions are:

24.3.1 The length of a support session will average around 40 minutes with some UC Claimant(s) needing less time and others needing more time. The Grant Recipient will also need to factor in after-session activity, such as recording details of the contact and capturing any information required for KPIs, PIs and MI;

24.3.2 Based on historic data, DWP anticipates that 20% of UC Claimant(s) may need 2 or more support sessions. As stated, this is a planning assumption of DWP only and is not to be relied upon by the Grant Recipient who must make its own judgement in this regard based on the needs of the UC Claimant(s). The Grant Recipient will be expected to provide support to all eligible UC Claimant(s) until they reach first correct UC payment and should ensure this is reflected in their Application;

24.3.3 Based on volumes from a similar previous support offer DWP's planning assumption is that c250k UC Claimant(s) may seek support from the Grant Recipient to make a UC claim in the 2022/23 year; and

24.3.4 UC Claimant(s) will present with an average of 5 questions.

24.4 All Applicants must clearly set out a proposal for how much FSO Grant funding will be drawn down in each financial quarter. Applicants must support this with a detailed budget breakdown. Forecast costs should be presented using the document '**Table 2 - FSO Grant Forecast Expenditure Template**'.

Please note: Your drawdown requests and budget must fit the DWP financial year, which runs from 1st April to 31st March.

25. ELIGIBLE AND INELIGIBLE EXPENDITURE

25.1 The Authority will only pay the FSO Grant in respect of expenditure incurred by the Grant Recipient to deliver the Funded Activities ("Eligible Expenditure") and the Grant Recipient must use the FSO Grant solely for delivery of the Funded Activities as set out in the FSO Grant Competition Specification.

25.2 Eligible Expenditure includes the items covered in '**Table 2 - FSO Grant Forecast Expenditure Template**'. For the avoidance of doubt, the following costs/payments will also be classified as Eligible Expenditure incurred for the purposes of the Funded Activities:

25.2.1 fees charged or to be charged to the Grant Recipient by the external auditors/accountants for reporting/certifying that the FSO Grant paid was applied for its intended purposes;

25.2.2 giving evidence to Parliamentary Select Committees;

25.2.3 attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;

25.2.4 providing independent, evidence based policy recommendations to local government, departments or government ministers, where that is the objective of a taxpayer funded grant scheme, for example, 'What Works Centres'; and

25.2.5 providing independent evidence based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the FSO Grant.

25.3 The Authority may, from time to time, issue further guidance in writing to the Grant Recipient on what constitutes Eligible Expenditure.

25.4 The Grant Recipient must not deliberately incur liabilities for Eligible Expenditure in advance of need, nor pay for Eligible Expenditure sooner than the due date for payment.

25.5 The Grant Recipient may not claim the following non-exhaustive list as Eligible Expenditure (the list below does not override activities which are deemed eligible in these Conditions):

25.5.1 costs incurred in preparing and submitting an Application for the FSO Grant Competition;

25.5.2 paid for lobbying, which means using the FSO Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;

25.5.3 using the FSO Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the FSO Grant;

25.5.4 using the FSO Grant to petition for additional funding;

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

25.5.6 input VAT reclaimable by the Grant Recipient from HMRC;

25.5.7 payments for activities of a political or exclusively religious nature; and

25.5.8 payments reimbursed or to be reimbursed by other public or private sector grants.

- 25.6 Other examples of expenditure which are prohibited include the following:
- 25.6.1 contributions in kind;
 - 25.6.2 interest payments or service charge payments for finance leases;
 - 25.6.3 gifts;
 - 25.6.4 statutory fines, criminal fines or penalties, civil penalties, damages or any associated legal costs;
 - 25.6.5 payments for works or activities which the Grant Recipient or any associated entity has a statutory duty to undertake or that are fully funded by other sources;
 - 25.6.6 bad debts to related parties;
 - 25.6.7 payments for unfair dismissal or other compensation;
 - 25.6.8 depreciation, amortisation or impairment of assets owned by the Grant Recipient outside of the Funded Activities;
 - 25.6.9 the acquisition or improvement of Assets with a value exceeding £2,000 by the Grant Recipient unless (i) the Assets are expressly needed to deliver the Funded Activities, and (ii) the acquisition or improvement is approved in advance in writing by the Authority; and
 - 25.6.10 liabilities incurred before the commencement of the FSO Grant Funding Agreement unless agreed in writing by the Authority.
- 25.7 The DWP may seek to recover some or all of the FSO Grant funding, if the Applicant, in the opinion of the Authority, (i) is performing unsatisfactorily or (ii) ceases to carry out the Funded Activities. The DWP may not require all or part of the grant to be repaid where it is deemed by the Authority that the reasons for unsatisfactory performance or ceasing to carry out the Funded Activities are beyond the control of the Applicant and could not have been reasonably foreseen by the Applicant.
- 25.8 **Value Added Tax (VAT).** The FSO Grant will be awarded on the basis that the costs presented to the DWP take account of all VAT liabilities. If it is later found that the costs of the Funded Activities increase because an error has been made about whether VAT can be recovered, the DWP will not increase the FSO Grant to cover this. If the Applicant is, after all, able to recover VAT, which it had included in the costs of the Funded Activities put forward to the DWP, the Applicant will be liable to repay all or some of the amount it recovers, to the DWP.

26. GOVERNANCE, MONITORING AND REPORTING

- 26.1 The reporting requirements are detailed in the FSO Grant Funding Agreement and include the following FSO Grant governance processes and structures that will be in place between DWP and the Grant Recipient. Any changes made to these processes and structures will be notified to the Grant Recipient.
- 26.2 The Grant Recipient will use all reasonable endeavours to accommodate any changes required by the Authority to its reporting requirements. Where the Grant Recipient fails to implement the required changes, the Authority may withhold or suspend FSO Grant payments or terminate the FSO Grant Funding Agreement provided that this will only be if escalation routes have failed to resolve any issues arising. One month's notice will be given to the Grant Recipient prior to withholding or suspending any FSO Grant payments, or terminating this FSO Grant Funding Agreement.
- 26.3 The Grant Recipient will participate in the following activities with the Authority during the FSO Funding Period:

- 26.3.1 Governance Board with DWP (chair) and the Grant Recipient. The Grant Recipient will present a report focussing on the Grant Recipient's reporting on the performance of the FSO and delivery against the agreed outcomes and KPIs it sets for itself. This informs the decision on payment of an FSO Grant instalment. The frequency of the Governance Board will depend on the payment frequency of the FSO Grant instalments;
- 26.3.2 Monthly Operational meeting with DWP (chair) and the Grant Recipient - to focus on high level delivery of the FSO;
- 26.3.3 Monthly Finance Control meetings with DWP and the Grant Recipient to scrutinise the Grant Recipients actual and forecasted FSO spend;
- 26.3.4 Monthly Control Centre meeting with DWP (chair), the Grant Recipient and senior DWP operational leaders – to focus on escalated operational issues requiring senior attention;
- 26.3.5 Weekly Planning Checkpoint with DWP (chair) and the Grant Recipient to discuss the FSO Integrated Delivery Plan;
- 26.4 The Grant Recipient will work with DWP to develop an FSO Integrated Delivery Plan that will set out the products, activities, dependencies, timescales and owners for delivery of the FSO throughout the duration of the FSO grant award;
- 26.5 The Grant Recipient shall provide the following pre go-live outputs as part of the Funded Activities:
 - 26.5.1 An Implementation Plan showing the products, activities, dependencies, timescales and responsibilities required to successfully deliver the Funded Activities from the expected Commencement Date of FSO Grant Funding Agreement. This plan will be an integrated plan with DWP activities and progress will be monitored and reported at regular checkpoints with the DWP;
 - 26.5.2 A Go-live Readiness Report setting out the Grant Recipient's readiness against a set of predefined go-live readiness criteria that will be provided by DWP. The DWP will provide the template for this report;
 - 26.5.3 The Grant Recipient will work with DWP to develop a FSO Integrated Delivery Plan that will set out the products, activities, dependencies, timescales and responsibilities for the delivery of the Funded Activities from the Commencement Date of the FSO Grant Funding Agreement throughout the duration of the FSO Funding Period. This will be agreed before the FSO Grant Funding Agreement commences and will be refreshed at a minimum quarterly through joint planning meetings between DWP and the Grant Recipient. Progress against the FSO Integrated Delivery Plan will be monitored at the weekly checkpoint between DWP and the Grant Recipient;
 - 26.5.4 Depending on the payment schedule for the FSO grant, a Request for Payment for the first grant instalment;
 - 26.5.5 Receipt of the appropriate Grant Forecast Expenditure template (budget vs forecast) and declaration that no Duplicate Funding received;
 - 26.5.6 An agreed plan for monthly finance discussions between DWP and the Grant Recipient; and
 - 26.5.7 Participate in the Joint Governance Board that will take place between DWP and the Grant Recipient.
- 26.6 During the FSO Funding Period the Grant Recipient will submit the following outputs in accordance with a timeline agreed by the DWP before a decision can be made by DWP, and subject to the conditions in the FSO Grant Funding Agreement, on payment of a grant instalment. The frequency and dates will be determined by the payment frequency of the FSO Grant instalments.
 - 26.6.1 The Project Progress Report structure and format will be agreed with DWP and will be a Microsoft PowerPoint document or Adobe PDF document. The following must be contained within the Project Progress Reports:

- i. evidence of completion of, or progress made against, the FSO's objectives, including milestones and FSO Funded Activities agreed with the Grant Recipient and the outcomes as set out in the 'Table 4 - FSO Table of Outcomes' and all data and evaluation outputs as specified in that table;
- ii. a breakdown of net expenditure to date including relevant supporting documentation if requested;
- iii. a breakdown of the current financial position of the Funded Activities, including any anticipated changes to the FSO Grant Forecast Expenditure;
- iv. if applicable, any change in the nature or scale of the Funded Activities;
- v. if applicable, any change in the management or staff structure used for the Funded Activities;
- vi. if applicable, details of any Assets either acquired or improved using the FSO Grant; and

26.6.2 Monthly Reports – the following must be contained within the Monthly Reports:

- i. Telephony and digital performance information;
- ii. Average, longest and shortest time spent with UC Claimant(s) by Prohibited Act;
- iii. Breakdown of UC Claimant(s) by Gender, age ethnicity;
- iv. Breakdown of UC Claimant(s) by income; and
- v. UC Claimant(s) employment status; and

26.6.3 The Monthly Report structure and format will be agreed with DWP and will be a Microsoft PowerPoint document or Adobe PDF document.

26.6.4 Request for Payment and Finance Report - The following must be contained within the Payment and Finance Reports:

- i. actual expenditure vs forecast to date and forecast expenditure with an explanation of any variations from the baseline agreed with DWP at the outset of the FSO Grant Funding Agreement or the baseline agreed by DWP at subsequent governance meetings, whichever is the most recent; and
- ii. the amount of FSO Grant funding being requested for the payment instalment period.

26.6.5 The Request for Payment and Finance Report template will be a Microsoft Excel document and will be provided by DWP. The Finance Report will be in the FSO Grant Forecast Expenditure template format showing latest actuals vs budget vs forecast along with the amount being requested and a signed declaration by the Finance Director of the Grant Recipient or equivalent on behalf of the head of organisation of the Grant Recipient.

26.6.6 Monthly finance discussions between DWP and the Grant Recipient will have taken place to discuss:

- i. actual expenditure vs forecast to date and forecast expenditure with an explanation of any variations from the baseline agreed with DWP at the outset of the FSO Grant Funding Agreement or the baseline agreed by DWP at subsequent governance meetings, whichever is the most recent.

26.6.7 Final Exit Plan prepared by the Grant Recipient and agreed by DWP (See FSO Grant Funding Agreement).

26.6.8 The Grant Recipient will have attended and participated in the relevant Governance Board.

27. EVALUATION OF FSO DELIVERY

27.1 The Grant Recipient will need to develop a robust Evaluation Plan in conjunction with the DWP and where applicable, its chosen research partner, and should complete this within 2 months of the Commencement Date of the FSO Grant Funding Agreement. This plan should focus on measuring the FSO Outcomes. As part of monitoring and evaluation, robust data must be collected to demonstrate the effectiveness and the sustainability of the FSO over a period of time.

27.2 Mid-point Evaluation Report:

27.2.1 At a minimum, the Grant Recipient shall submit a Mid-point Evaluation Report in accordance with a timeline agreed by the DWP.

27.3 Final Project Report:

27.3.1 At a minimum, the Grant Recipient shall submit a Final Report after the conclusion of the Funding Period in accordance with a timeline agreed by the DWP. This report should include:

- i. a full financial statement detailing the use of the FSO Grant;
- ii. a discussion of lessons learned and assumptions made in the course of delivering the Funded Activities;
- iii. an overview of any changes made to the Funded Activities from inception to completion, with explanations of why changes were made;
- iv. a summary of progress made towards achieving the agreed outcomes in the table above; and
- v. a final evaluation of the Funded Activities.

27.4 Mid-point Evaluation Report and Final Project Report format:

27.4.1 The format of the Mid-point Evaluation Report and the Final Project Report will be agreed by the DWP.

27.5 Ad hoc reporting:

27.5.1 The Grant Recipient will provide to the DWP, in a timely manner, any data collected during the Funding Period that is reasonably requested on an ad hoc basis.

27.5.2 The Grant Recipient will ensure senior executives attend quarterly ministerial meetings to present and report on Funded Activities progress, if required by the DWP.

28. FSO OUTCOMES

28.1 The Grant Recipient will report on the following outcomes in connection with the FSO Grant:

28.1.1 Provide quality FSO support – the Applicant will need to demonstrate how they will measure, monitor and assure quality in terms of both UC Claimant(s) outcome and case administration and the quality level they would expect to be able to deliver. The quality KPI will form part of the FSO Grant payment criteria (see the FSO Grant Funding Agreement);

28.1.2 Demonstrate Customer Satisfaction with FSO support - the Applicant will need to demonstrate how they will measure, monitor and assure Customer Satisfaction and the Customer Satisfaction level they would expect to be able to deliver. The Customer Satisfaction KPI will form part of the FSO Grant payment criteria (see the FSO Grant Funding Agreement);

28.1.3 Demonstrate financial and non-financial benefit of FSO support/advice – the Applicant will need to demonstrate how they will measure the financial and non-financial benefit of the FSO support/advice provided to individuals.

28.1.4 Demonstrate the value and benefit to society of FSO support/advice – the Applicant will need to demonstrate how they will measure the value and benefit to society of the FSO support/advice provided.

28.1.5 Understand more about overall use of the FSO Grant – the Applicant will need to demonstrate how they will provide the Management Information specified in 'Table 4 - FSO Table of Outcomes' and suggest any additional MI that they think would help in understanding more about overall use of the FSO Grant.

28.1.6 Understand more about how specific groups use and benefit from the Funded Activities the Grant Recipient will need to demonstrate how they will provide the Management Information specified in 'Table 4 - FSO Table of Outcomes' and suggest any additional MI that they

think would help in understanding more about how specific groups use and benefit from the Funded Activities.

29. KPI

29.1 Performance and quality will be measured through the use of KPIs covering quality and Customer Satisfaction and through the reporting of additional Performance Indicators. These will be reported as per 'Table 4 - FSO Table of Outcomes', and at the frequency specified in the same table.

29.2 The Applicant will need to demonstrate, for the activities they currently provide, how they:

29.2.1 currently measure and assure quality and Customer Satisfaction;

29.2.2 meet their quality and Customer Satisfaction targets.

29.3 The Applicant will need to demonstrate:

- i. how they will measure, monitor and assure quality in terms of Customer outcome from, and quality of advice provided in, the Funded Activities;
- ii. the quality level they would expect to be able to deliver through for the Funded Activities;

29.4 The quality KPI will form part of the FSO Grant payment decision process (see the FSO Grant Funding Agreement);

29.5 The Applicant will need to demonstrate:

- i. how they will measure, monitor and assure Customer Satisfaction for the Funded Activities; and
- ii. the Customer Satisfaction level they would expect to be able to deliver for the Funded Activities.

29.6 The Customer Satisfaction KPI will form part of the FSO Grant payment decision process (see the FSO Grant Funding Agreement).

30. MANAGEMENT INFORMATION

30.1 The Grant Recipient will provide the following information, in addition to that set out in 'Table 4 - FSO Table of Outcomes', about the Funded Activities to the DWP as required:

30.1.1 Case studies focused on how the Grant Recipient is helping those from particularly 'vulnerable' groups.

30.1.2 Maps broken down by area with data including:

- i. UC Claimant(s) numbers;
- ii. Top issues; and
- iii. UC Claimant(s) profile breakdown.

30.1.3 In year data-dive, including:

- i. Understanding demand, looking into unmet demand and whether we can understand this better;
- ii. Optimising delivery models, looking into routes into for UC Claimant(s) to access Funded Activities, such as comparing urban and rural locations, and the Customer journey pre-UC; and
- iii. Meeting different needs – understanding different needs for differing groups, particularly the most vulnerable, and the needs of different Conditionality Groups

30.2 No later than 3 months after the end of the Funding Period, the Applicant will provide the DWP with a Statement of Grant Usage that has been audited by an independent accountant and a final financial statement using the FSO Grant Forecast Expenditure Template that will be included in the FSO Grant Funding Agreement.

31. EXIT

31.1 The Grant Recipient will prepare and submit to the Authority an Exit Plan within the first 3 months of the FSO Funding Period. The Exit Plan will enable the smooth closure of the Funded Activities or the transfer of the Funded Activities to the Authority or a successor of the Grant Recipient. The Grant Recipient will need to regularly report progress against the Exit Plan.