

# Withdrawn

This publication is withdrawn.  
The publication is no longer current.

### Section 14a (2017) Guidance for Supported Businesses

This Section pertains to all referrals to Work Choice during the contracts' extension period in England and Wales effective from April 2017; specifically from 25th April for contracts originally awarded in 2010, and from 7th April for Remploy.

For guidance pertaining to all referrals to Work Choice made prior to this extension period please see the previous version of Work Choice Provider Guidance which has been retained on GOV.UK for reference:

<https://www.gov.uk/government/collections/dwp-provider-guidance>

14.1. This Section covers:

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#### Introduction

- 14.2. This Guidance supports you, the Supported Business, in the delivery of the Work Choice Programme. It provides guidance on your relationship with your Work Choice Prime Provider (Prime), the processes and requirements supporting the programme and the legal arrangements for delivery. It is in the interest of your Work Choice participants that you work to develop a mutually beneficial partnership with your Prime Provider.
- 14.3. This Guidance must be read in conjunction with the agreement you have with your Prime Provider and you are strongly encouraged to read **all** of the Work Choice Provider Guidance on this website. In particular you should read Section 13 – Working with Supported Businesses; and use the hyperlinks which lead to all of the generic instructions which are standard to DWP contracts.
- 14.4. **You must be clear that this guidance pertains only to those of your employees who are participants in, and supported by, the Work Choice programme, NOT to any other members of your workforce.** Existing occupants of supported places were identified in May 2009 during the Transition phase from WORKSTEP to Work Choice when DWP agreed the number of protected places within your Supported Business.

#### Financial Obligations

- 14.5. Supported Businesses will receive guaranteed financial payment for each of their protected full time places of £4,800 per annum until at least 31<sup>st</sup> October 2018. This is subject to accepting the sub-contractual

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arrangement with your Prime Provider. Consult your Prime Provider for any variations to this date.

- 14.6. **Note 1:** in this context, for WORKSTEP participants who occupied a protected place within a Supported Business and transferred to Work Choice in October 2010, 'full time' continues to be defined as working 21 hours and over. (This definition applies only to WORKSTEP participants who transferred; participants who start under the Work Choice programme are defined as full time when working 16 hours and over).

**Note 2:** Cases will be treated on their own merit in circumstances where hours reduce below 21 hours but not below 16 hours. Your Prime will need to speak to DWP's Performance Manager in this instance. All relaxed cases must be documented and the signed authority from the Performance Manager should be kept on the participant's file.

- 14.7. Your Prime will make this payment to you mirroring DWP's payment arrangements to Primes.
- 14.8. You will usually have a formal relationship with your Prime only. However, where applicable, your formal relationship may be with a managing agent lead contractor. This arrangement may take the form of a legally binding agreement or memorandum of understanding between yourself and the Prime.
- 14.9. The ethos of the Work Choice programme is one of independence and progression for all participants who have the potential and wish to progress and who feel able to progress. Therefore this agreement will include minimum targets for progressing participants into unsupported employment. Annual minimum targets are expected to be in the 5% to 10% range of participants within each Supported Business.
- 14.10. Prime Providers are expected to negotiate progression rates with each individual Supported Business, taking into account the size and makeup of your workforce. The expectation of progression needs to be made clear to new entrants into protected Supported Business places.
- 14.11. You should note that only Work Choice participants filling a protected place can be counted towards your annual progression target.
- 14.12. For those participants whose progression option is to leave your Supported Business in order to enter unsupported employment, you must work closely with your Prime who will make available all necessary resources to assist them. The Prime is responsible for providing job search support, if the participant wishes it.
- 14.13. It is recognised that Supported Businesses provide positive opportunities for participants and may be able to expand their role, by agreement with the Prime, over and above any guaranteed funding places. You may, with your Prime's agreement, mirror all aspects and responsibilities of other Work Choice sub-contractors. For example, you can place participants

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with Host Employers, other than your own organisation. Progressing these participants into unsupported employment will count towards progression targets. The terms and conditions of any subcontract arrangement, beyond the guaranteed places, is purely a matter for agreement between yourself and the Prime. For further information regarding unfilled places it is important that you refer to [Section 13 – Working with Supported Businesses](#)

- 14.14. As part of normal business planning activity, you and your Prime should consider in advance the implication that contract arrangements based on guaranteed funding are not certain beyond the period of the contract extension. **Work Choice provision ends on 31st October 2018 in Scotland and 31st March 2019 in England and Wales.**

### Quality and Customer Service Obligations

- 14.15. You must work with your prime to ensure that the quality of customer service for participants meets the quality of customer service obligations within the main Prime contract, and the service delivery requirements relevant to the modules as detailed in this guidance (e.g. performance, quality, equality and legislative standards). You will usually be working with customers of the Work Choice programme on Modules Two and Three. Details of the modules can be found in [Section 4 Module One – Work Entry Support](#), [Section 5 Module Two – Short to Medium Term In-Work Support](#) and [Section 6 Module Three – Longer Term In-Work Support](#). Your Prime will assist you in becoming familiar with the design and content of these modules and will provide the support required for the customers in these modules.
- 14.16. If, over a defined period, you as a Supported Business fail to meet your obligations in delivering the sub-contractual arrangement, then the Prime will work with DWP to agree a course of action. In these circumstances Performance Managers will hold tripartite meetings with the Prime and the Supported Business to resolve the issues.
- 14.17. DWP will ensure through Performance Management, using the principles of the Code of Conduct and contract management interfaces, that your Prime's obligations to you as a Supported Business, are fulfilled.

### Merlin Standard

- 14.18. DWP will have worked with suppliers to develop the Merlin Standard during the procurement process. This new Standard provides a means of assessing the success of supply chain behaviours equally through procurement rounds and once contracts are implemented.
- 14.19. The Merlin Standard underpins the contractual requirements of the Code of Conduct already part of the Prime Contract. Additionally it links to a mediation and arbitration service where there is evidence that suppliers are acting in breach of the contractual obligations of the Code of Conduct.

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- 14.20. Further information can be found via this link: [The Merlin Standard publication page](#).

### Protected Place Occupants Placed with Host Employers

- 14.21. DWP recognises the value of a Supported Business placing Work Choice participants with Host Employers as a way of moving them towards an unsupported work environment.
- 14.22. From the 25<sup>th</sup> of October 2015 Primes must make a request to the Disability Employment Provision Policy Team for any occupants of Supported Business Protected Places you wish to place into Host Employment.
- 14.23. **But please note:** for participants placed with a Host Employer after 25<sup>th</sup> October 2015, the normal maximum of 26 weeks, previously stipulated is now relaxed. Given that the demand for a Protected Place is declining, now that there are no more new participants entering the programme, **DWP will allow participants occupying a Protected Place a longer period of Hosted-Out support**, if they would benefit from such support.

NOTE: the duration of any hosted-out placements will necessarily be curtailed as Work Choice contracts draw to a close.

- 14.24. In order to further support Work Choice's final participants to achieve their goal of progression into unsupported employment the Disability Employment Provision Policy Team will routinely allow an extension to the 26 week hosted-out period.
- 14.25. This being so, your Prime Provider is no longer required to formally request extensions for hosted-out occupants of Protected Places. Primes may allow such participants to benefit from hosted-out arrangements for as long as the participant needs it **up until the end of Work Choice provision** (March 2019 where possible). You must discuss all such requests with your Prime, who must **notify** the Disability Employment Provision Policy Team in every case and ensure that the reasons for an extended period of hosted-out support are recorded in their notification and fully documented in your participant's Development Plan.
- 14.26. **EASEMENT:** As noted in Sections 5 and 7 of this Guidance, in this final period of the Work Choice programme (i.e. now that no new programme referrals can be made) Module 2 extensions may be approved until the end of the provision (March 2019 where possible) even if total stay may be longer than two years in all. If your participant is nearing the end of two years in Module 2 you should discuss the case with your Prime. Primes may submit an extension request to Performance Managers as outlined in Section 5.

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- 14.27. EASEMENT: Additionally, as detailed in Section 7 of this Provider Guidance, if a participant should lose their supported job prematurely (including any hosted-out position), and cannot be accommodated in your Supported Business itself, Primes are no longer required to exit them from the Work Choice programme immediately. Performance Managers may allow the participant to remain in the programme for additional time, if the participants wishes it, to allow you and your Prime to actively source an alternative placement for your participant which will allow them to resume occupancy of their Protected Place. (**Please refer to Section 7 for full guidance**).

NOTE: you must declare the Protected Place as unoccupied in the interim.

### Filling Vacant Protected Places

- 14.28. The number of protected places may reduce if vacancies remain unfilled, or increase (with appropriate funding) if it becomes necessary to reallocate places. When a protected place becomes vacant, or it is known that a place is likely to become vacant, it is your responsibility to notify the Prime promptly and appropriately. The need for a replacement can frequently be foreseen well in advance of the place becoming vacant.
- 14.29. You must tell your Prime exactly which occupant has left / is expected to leave the protected place. **Note:** Personal details (e.g. Names, National Insurance Numbers, etc) should always be sent via secure channels, emails should be in **encrypted form only**.
- 14.30. It is the joint responsibility of yourself and your Prime to identify a replacement employee to fill a vacant protected place.
- 14.31. It may be good practice to seek a suitable replacement within Module One of your Prime's programme, but the candidate would have to be a suitable employee for your Supported Business. Ultimately the choice of employee is a commercial decision and rests with you, the Supported Business.
- 14.32. Any Work Choice participant may be considered for a vacant Protected Place. To be clear, this means that Work Choice participants can be sourced to fill vacant Protected Places from any contracted provider delivering Work Choice in that Contract Package Area (this includes Remploy Ltd, if present in that CPA).
- 14.33. Work Choice participants may also choose to change employers whilst continuously supported by Module 2 or 3 and this can include a move into, between, or out of a Supported Business. Guidance on changing employers will be found in Section 7 of this Provider Guidance.
- 14.34. To ensure that you, the Supported Business, can reach every Work Choice participant with the potential to fill your vacancy, you must ensure your Prime is aware of your vacancies. Primes will routinely pass details of these vacancies to any other Work Choice provider in that CPA. This is

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particularly important now that new referrals to the Work Choice programme have ceased.

- 14.35. NOTE: We do not expect to issue detailed guidance on how Primes should network locally with other Work Choice contract holders in your CPA, but Primes must obtain assurance that any candidate put forward for a vacant Protected Place is a confirmed Work Choice participant (i.e. has a PO number issued via PRaP). A full list of Work Choice Prime Providers is at Annex 10 of this Guidance.
- 14.36. The Supported Business selects their employees; responsibility for ensuring the potential employee is eligible and suitable for the Work Choice programme will depend on entry route i.e. via DEA or via a Statutory Referral Organisation. Responsibility for attaching the participant to the programme, via PRaP, lies with the Prime who has received the programme referral (the “owning” Prime).
- 14.37. As stated in Work Choice Live Running Memo 59, should you, the Supported Business, select a candidate who is attached to another Prime’s programme, that Prime (the “owning” Prime) will remain responsible for supplying any individual support required by their Work Choice participant which would not otherwise be provided by your Supported Business for your Protected Place employees. You should be clear, the participant does not move providers. If they take a job in your Supported Business they remain with their original “owning” provider.
- 14.38. For those participants whose progression option is to leave the Supported Business in order to enter unsupported employment, the Prime who “owns” the participant must work closely with you, the Supported Business, and make available all necessary resources to assist them and their participant. The “owning” provider is responsible for providing/sourcing job search support, if the participant wishes it. Any appropriate Job Outcome will be claimed by the “owning” Prime.
- 14.39. You should be clear, DWP would not find it acceptable to continuously turnover the employee base with Work Choice participants merely as a means of enabling Job Outcomes and subsequent payments to be claimed. The Strategic intent of the Work Choice programme is to place participants into sustained employment either within the Supported Business or in alternative employment.

### **Timescale for filling Work Choice Protected Places**

- 14.40. The timescale for continuing to receive guaranteed funding payments when a protected place becomes vacant takes into account the need to find an eligible, suitable replacement and is as follows.
- 14.41. To reflect the work that you have to do with the Prime to find a suitable replacement, you will continue to receive the monthly protected place payment for up to thirteen weeks from the date the occupant left.

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- 14.42. After this, if the place is still unfilled it can remain categorised as protected for a further thirteen weeks (i.e. up to twenty six weeks in total), while a replacement is sought, but you will not receive any further payment, after thirteen weeks, until a new participant has started. You must ensure your Prime is fully aware of the thirteen week point in respect of the protected place.
- 14.43. Although, in this second thirteen week period, no payment is made, you must ensure that you and the Prime continue to give priority to exploring every avenue to engage with prospective replacement participants.
- 14.44. Should the place be unfilled after twenty six weeks have elapsed, the protected supported place will be regarded as lost. However DWP may exercise discretion. Any request to extend the 26 weeks period should be sent to the Employment Provision Policy Team by e-mail. Upon receipt of the request DWP will make a decision before the place reaches week twenty-six when the protected place will be lost.
- NOTE: DWP reserves the right to reduce the twenty-six week period before a protected place will be regarded as lost. DWP will notify you of the length of the shorter period and that shorter period will apply to any protected place which is unfilled at the time of, or after, DWP gives the notification.
- 14.45. You are not obliged to give priority to filling protected places, if it is not in the interest of your business needs i.e. you are not prohibited from employing new participants into any additional non-protected places. However, you must be mindful of the risk to the protected place if you fail to fill it within the time allowed.
- 14.46. You must provide your Prime with regular information regarding filled and unfilled protected places to support the receipt of payments as detailed in the contract. This is particularly important if/when a vacant protected place reaches the unpaid stage at thirteen weeks (detailed above), as you must monitor the situation closely to avoid losing the place after twenty-six weeks.
- 14.47. If the place is still vacant at twenty-two weeks your Prime will notify you of the date the protected place will be lost and discuss the implications and any options available to you.
- 14.48. If your Prime is responsible for more than one Supported Business they may be able to reallocate unfilled protected places among Supported Businesses within their Contract Package Area, provided they have the formal agreement of both the exporting and the importing Supported Business and the Disability Employment Provision Policy Team.
- 14.49. This decision must be reached before the protected place is lost. For further information regarding unfilled places it is important that you refer to Section 13 – Working with Supported Businesses

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- 14.50. Primes must also issue a formal letter to both the importing and the exporting Supported Business confirming the changed allocation of protected places.
- 14.51. If Primes have no free places to reallocate, they may request additional places on your behalf. Requests will be considered by the Disability Employment Provision Policy Team on a case by case basis and will depend on availability of places. Restoration of any place which was voluntarily relinquished cannot be guaranteed.
- 14.52. When you succeed in filling a vacant protected place you must send details of the new occupant to your Prime Provider, as detailed above.

### Further Guidance

- 14.53. **You must** familiarise yourself with the full Work Choice Guidance to be found in this document. In particular, your attention is drawn to these pertinent sections and annexes which will all form or inform your obligations as a Work Choice organisation:
- [Section 1 – Work Choice Introduction and Overview;](#)
  - [Section 2 – Sources and Procedures;](#)
  - [Section 3 – The Initial Provider Interview;](#)
  - [Section 4 – Module 1 – Work Entry Support;](#)
  - [Section 5 – Module 2 – In Work Support;](#)
  - [Section 6 – Module 3 – Longer Term In-Work Support;](#)
  - [Section 7 – Returning to the Programme;](#)
  - [Section 9 – Development Planning and Exit Reports;](#)
  - [Section 10 – Distance Travelled;](#)
  - [Section 13 – Working with Supported Businesses;](#)
  - [Section 15 – Performance and Management Information;](#)
  - [Section 16 – Financial Procedures;](#)
  - [Section 18 – Quality, Continuous Improvement, Assessment and Evaluation;](#) and
  - [Annex 6 – Access to Work Programme.](#)
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