

GRANT OFFER LETTER FOR THE WEST OF ENGLAND EMPLOYMENT SUPPORT INNOVATION PILOT PROGRAMME.

THIS GRANT OFFER LETTER is dated 8 February 2018

PARTIES:

- (1) **WEST OF ENGLAND COMBINED AUTHORITY (Accountable Body)**
- (2) **BRISTOL CITY COUNCIL (Grant Recipient – ‘You’)**

LEGAL BASIS FOR OFFER.

This grant is made under the West of England Combined Authority's General Power of Competence as given by Part 8 of the West of England Combined Authority Order (Statutory Instrument no. 126/2017) and following Decision References WECA301017 13 and 14 of the West of England Combined Authority.

Definitions

Accountable Officer means your S151 officer the post of Service Director, Finance, currently held by Denise Murray. WECA's Accountable Officer is our Director of Investment and Corporate Services, the post currently held by Tim Richens.

WECA means the West of England Combined Authority.

All other terms are defined within the text.

1. The Programme

- 1.1 Grant is made available to you under section 8 of the West of England Combined Authority Order (SI 176/2017) and following the decision of the West of England Combined Authority on 30 October 2017.
- 1.2 Grant is to support delivery of the Future Bright Programme (previously known as the Employment Support Innovation Pilot) as detailed in the business case submitted to the Department for Work and Pensions (DWP) on behalf of WECA on 24 February 2017.
- 1.3 The Programme is described as:

“The West of England has low levels of unemployment, but there are significant numbers of families in or awaiting social housing (housed in Local Authority provided temporary accommodation) who have become entrenched in low-income, insecure employment and are at risk of becoming homeless. The Programme will operate as a key-worker model to support in work progression for these families through tailored interventions such as but not limited to training, support to move into other jobs, diagnostic assessments and action planning and supporting personalised solutions. The Programme will utilise the knowledge of local housing associations and social landlords to identify residents who would benefit most from support.”
- 1.4 The Programme Start Date is the date of this letter.
- 1.5 No performance indicators can be counted prior to the Programme Start Date.

2. Performance Indicators

2.1 Each Local Authority participating in delivery of the Programme has been assigned a proportion of the Programme level performance indicators as agreed with the Department for Work and Pensions. Your proportion of these performance indicators are detailed in the table at Appendix C.

3. Governance

3.1 The West of England Combined Authority has delegated responsibility for making appropriate arrangements for grant funding the constituent councils for the delivery of this Programme including agreeing the profile and amounts of funding between financial years to the WECA Chief Executive, in consultation with the WECA Mayor and the council's Accountable Officers.

3.2 The West of England Skills Advisory Board will receive quarterly performance and budget reports and they will advise WECA in management of the Programme.

3.3 the West of England Combined Authority Scrutiny Committee will also have oversight of the Programme.

3.4 DWP will take the final decision on the release of future funding for the Programme to WECA.

3.5 The impact of any decision by DWP to withhold funding to WECA will be determined using the governance described above.

4. Allocation of grant and eligible costs

4.1 Your total allocation of grant under this Programme is projected to be £1,823,000 (one million eight hundred and twenty-three thousand pounds) over the financial years 2017/18 – 2019/20.

4.2 WECA is not able to guarantee payment to you of your full projection of grant and it is subject to on-going performance review at a Programme level.

4.3 To allow for potential early termination of the Programme, WECA recommends that you do not enter contracts or make commitments that do not include break clauses allowing them to be exited should funding for the Programme cease early.

4.4 All funding granted to you or claimed by you in relation to the delivery of the Programme must be applied to one of the following eligible cost types:

- Direct staff costs, including overheads.
- Costs of external contractors or other procured goods and services, including costs of externally provided training and education and other relevant and appropriate costs of Participants

4.5 WECA is not obligated to meet any costs incurred against expenditure that does meet these eligibility criteria and reserves the right to claw back or withhold funding from you should any ineligible expenditure be identified.

4.6 No eligible costs can be claimed as incurred prior to 09/10/2017.

5. Grant Payments and How to Claim.

5.1 Grant may only be applied to activities relating to the delivery of the Programme and its outcomes as described in this Grant Offer Letter.

5.2 Grant will be paid quarterly in arrears of incurred eligible expenditure.

5.3 By the 30th of April, July, October and January of each financial year of the Programme period you shall submit to WECA a Claim Form and Progress Report substantially in the form of the templates at Appendix A and B. These dates will be known as Claim Dates.

5.3.1 Claim Forms should be submitted electronically to the email address claims@westofengland-ca.gov.uk. You are not obliged to submit a paper copy provided that the electronic submission has been suitably authorised by your Accountable Officer.

5.4 Claims will only be eligible if they are complete, accompanied by a Progress Report and are submitted by the Claim Dates stipulated in para 5.3.

5.5 The Accountable Body will make best endeavours to pay all eligible claims received within 30 days.

6. Annual Audit

6.1 By 30th May of 2018 and each subsequent calendar year in which you claim or receive grant under this Grant Offer Letter you must submit to us an Audit Report prepared by a suitably qualified Auditor who may be an internal auditor.

6.2 The purpose of the Audit Report is to verify that your claims have been accurate and are supported by sufficient and appropriate records of expenditure and that all terms and conditions of this Grant Offer Letter have been met.

6.3 A sample Audit Report is included at Appendix D giving an indication of the level of assurance sought.

7. Eligible Participants

7.1 Any participant supported by the Programme must be:

- Resident in the West of England Combined Authority area as defined by its administrative boundary.
- Aged 19 or over.
- In full-time or part-time paid employment.
- On entry into the Programme, claiming in work benefits other than Universal Credit (i.e. Working Tax Credit, Child Tax Credit, Housing Benefit, Council Tax Rebate)
- A social housing resident or eligible for social housing and currently housed in Local Authority provided temporary accommodation.
- Agrees to complete all stages of monitoring, and understands that their data will be shared for the purposes of providing and evaluating the Programme.

7.2 You must ensure that all participants receiving support meet these eligibility criteria.

7.3 Employers receiving support by the Programme must be:

- Actively employing residents in the West of England Combined Authority area (with their registered office or substantial business unit here).

- Legally given support in-line with all relevant legislation including State Aid.

8. Provision of Data

8.1 WECA will procure a data management information system for use across the Programme.

8.2 You must ensure that the data provided by your Authority through this system is complete, accurate and up-to-date and accords with the information given in your Progress Report.

8.3 If a data management system is not provided then WECA will introduce new arrangements sufficient to capture Programme information suitable to complete performance reports and evaluation.

8.3.1 These new arrangements may include You being responsible for capturing and maintaining all relevant Programme data.

9. Media and Publicity

9.1 The West of England Combined Authority is required to publish on its website details of the schemes funded and to keep information on progress and delivery of those schemes up-to-date. The information provided to the Combined Authority by the Grant Recipient will be used for these purposes.

9.2 Communications, including media relations and marketing of the project, will be managed by WECA.

9.3 The Grant Recipient shall not publish any material referring to the project or the Combined Authority without prior agreement and approval by the Combined Authority. The Grant Recipient shall acknowledge the support of the Combined Authority in any materials that refer to the project and in any written or spoken public presentations about the project. Such acknowledgements (where appropriate or as requested by the Combined Authority) shall include the Combined Authority's name and logo (or any future name or logo adopted by the Combined Authority) using the templates provided by the Combined Authority from time to time.

9.4 In using the Combined Authority's name and logo, the Grant Recipient shall comply with all reasonable branding guidelines issued by the Combined Authority from time to time and available from the Combined Authority communications team.

9.5 The Grant Recipient agrees to participate in and co-operate with promotional activities relating to the project that may be instigated and/or organised by the Combined Authority.

9.6 The Combined Authority may acknowledge the Grant Recipient's involvement in the project as appropriate without prior notice.

9.7 The Grant Recipient shall comply with all reasonable requests from the Combined Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Combined Authority in its promotional activities relating to the project.

10. Evaluation

10.1 WECA will develop an Evaluation Plan that will be shared with partners. This Plan will detail the types of information and records required to be obtained and kept and how the information will be used.

10.2 You are required to comply with all aspects of the Evaluation Plan and you should ensure that sufficient records are kept enabling WECA to complete the evaluation process.

11. Participatory budgets.

You are responsible for ensuring that any element of grant paid to you and used to make payments for retail goods, equipment or other similar expenditure on items resulting in benefit of individual participants, is used reasonably and appropriately. This will include keeping clear records of such expenditure and might include establishing a clear list of ineligible items of expenditure and maximum values of grant paid that can be paid to, or to the benefit of, any single participant.

12. Confidential Information and Data

12.1 Confidential information means all confidential or proprietary information relating to a party or its business, operations or functions that is indirectly or directly disclosed or made available and shall include internal correspondence between WECA and You, unpublished research reports in relation to this Programme, Ministerial correspondence and internal advice. This list is not exhaustive.

12.2 You will need to ensure that you have the necessary arrangements in place in order to share data and any Confidential Information with WECA regarding this Programme, including the provision of data relating to individuals participating in the Programme as required under clause 8.

12.3 Both parties to this agreement continue to be bound by all relevant legislation and good practice with regard to the collection, sharing and storage of data captured and any Confidential Information relevant to this Programme.

13. Freedom of Information

13.1 The parties acknowledge that they are respectively subject to the requirements of the Freedom of Information Act 2000 (FOIA) and shall assist and cooperate with each other to enable both organisations to comply with their information disclosure obligations.

13.2 Both parties acknowledge that they will, in the normal course of events, advise and consult the other party when they receive a request under the FOIA in connection with the pilot in the Combined Authority.

13.3 The parties acknowledge they are required to answer subject access requests (SAR's) made under the Data protection Act 1998 and undertake to answer such requests in accordance with their obligations under the Act and their respective procedures.

14. Disputes

14.1 All matters regarding the management of the Programme and the provision of grant funding to partners will be discussed and agreed at the Steering Group.

14.2 Where matters cannot be resolved by the Steering Group they will be escalated to the Chief Executives of WECA and each participating Local Authority.

15. Limitation of Liability

15.1 The Accountable Body accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient running the Project, the use of the Grant or from withdrawal of the Grant. You shall indemnify and hold harmless Us and Our employees, agents,

officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of Your actions and/or omissions in relation to the Project or the non-fulfilment Your obligations this Grant Offer Letter or Your obligations to third parties.

15.2 The Accountable Body's liability under this Grant Offer Letter is limited to the payment of the Grant.

16. Assignment.

The Grant Recipient may not, without the prior written consent of the Accountable Body, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Grant Offer Letter or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

17. Novation

With the consent of the Grant Recipient, the Accountable Body may novate its obligations, duties and rights under this Grant Offer Letter to another Local Government Authority or appropriate party.

18. Waiver

No failure or delay by either You or Us to exercise any right or remedy under this Grant Offer Letter shall be construed as a waiver of any other right or remedy.

19. Notices

All notices and other communications in relation to this Grant Offer Letter shall be in writing and shall be deemed to have been duly given if personally delivered, mailed or emailed to the Grant Recipient's Accountable Officer. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing. If emailed communications will be deemed given and received on the date that a read receipt message is received, or the date the message is sent supported by generally accepted records to support the date of sending.

20. No Partnership or Agency

This Grant Offer Letter shall not create any partnership or joint venture between the Accountable Body and the Grant Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

21. Contracts (Rights Of Third Parties) Act 1999

This Grant Offer Letter does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

22. Governing Law

This Grant Offer Letter shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

23. Acceptance of offer

23.1 This offer of the Grant is valid until 28/02/2018. To accept the terms and conditions of this Grant Offer Letter the Grant Recipient should sign, date and return the Grant Offer Letter to the Accountable Body at the address below.

F.a.o. Director of Investment and Corporate Services, West of England Combined Authority, 3 Rivergate, Temple Way, Bristol BS1 6ER.

23.2 The Accountable Body can withdraw the offer of the Grant in full with no further obligation to comply with the terms of this Grant Offer Letter if We do not receive this Grant Offer Letter signed and dated Grant Recipient before the date detailed in clause 23.1.

Yours sincerely

.....

Tim Richens, Director of Investment and Corporate Services.

Authorised Signatory on behalf of the West of England Combined Authority

Acceptance:

I have read carefully this Grant Offer Letter, including its Appendices, and accept the offer of funding on the conditions set out in it.

Signed: Date:

Print Name:

Position within applicant:

On behalf of: **Grant Recipient.**

APPENDIX A - CLAIM FORM

Claim Forms should be submitted on your corporate headed paper and substantially in the form below.

Tim Richens
Director of Investment and Corporate Services
WECA, 3 Rivergate
Temple Meads
BRISTOL
BS1 6ER

DATE

Dear Tim

West of England Employment support Innovation Pilot Programme.

This claim for grant is for quarter X of financial year XX/XX. In making this claim I confirm that all Terms and Conditions of grant, as set out in the Grant Offer Letter for the ESIP Programme issued by WECA and signed by *recipient local authority* on *date GOL signed by recipient local authority*.

I confirm that the amount of expenditure properly incurred by *local authority* as at the date of this claim is xxxxxxxx.

Against our projected quarterly expenditure at the start of the programme, our current spend levels are (*delete as appropriate*) *above / below* our profile. In summary, this is for reasons of.....

COST HEADING	AMOUNT OF EXPENDITURE INCURRED IN THIS QUARTER	AMOUNT OF EXPENDITURE INCURRED (CUMULATIVE)	
Staff costs and overheads			
Participatory budgets			
Employer engagement			
Procured services			
Costs of external contractors			
<i>Add additional expenditure lines as necessary</i>			
TOTAL INCURRED COSTS IN THIS QUARTER			
	TOTAL INCURRED COSTS TO DATE OF CLAIM	£	
	VALUE OF GRANT RECEIVED TO DATE	£	
		GRANT CLAIMED FOR SPEND THIS QUARTER	

The attached Progress Report gives more detail on our performance to date.

Yours sincerely

Accountable Officer

APPENDIX B – PROGRESS REPORT.

This report should provide information regarding delivery of the Pilot over the last quarter. You should include as a minimum the details given under the headings below:

PROGRAMME MARKETING AND PROMOTION ACTIVITY (Provide a summary of activity to promote participation in the Programme, include details of numbers of attendees and sign-ups from individuals at events or other marketing routes including direct communication from social housing providers to their households and more general routes such as social media channels, posters and leaflets. This should include promotion of the Programme to potential referral organisations.)
ACHIEVEMENT OF PERFORMANCE INDICATORS (Over the last quarter, and year-to-date. Include projections for future quarters and highlight over/under performance and mitigations.)
BUDGET (Provide additional detail in support of your Claim Form giving analysis of any under/over performance against projected expenditure and details of the next quarters projected expenditure)
ISSUES ARISING (Report on any issues arising that may impact upon delivery of the Programme. Detail any unforeseen benefits or unintended consequences of implementation of the Programme with actions taken or planned to ensure benefits continue to be captured and dis-benefits resolved.)
LESSONS LEARNED (What has worked well, what has worked less well or not at all)
RISK MANAGEMENT (Provide a summary of your three largest Programme level risks including mitigating actions taken or to be taken.)
CASE STUDIES (Include any written-up case studies.)

APPENDIX C - PROGRAMME PERFORMANCE INDICATORS

Performance Indicator	Definition	Total Year 1 (2017/18)		Total Year 2 (2018/19)		Total Year 3 (2019/20)	
Number of participants starts with an action plan.	Participants who have met with a Career Progression Coach, completed baseline data and created an action plan, recorded on database).	40	BCC: 40	2153	1190	807	270
			B&NES: 0		465		285
			SG: 0		498		252
Number of participants with increased skills through completion of further learning/training.	Participant has started learning or training as reported by Career Progression Coach or suppliers. The course type and title and the provider should also be captured.)	0	BCC:	817	477	1183	807
			B&NES:		160		523
			SG:		180		320
Number of participants who achieve a sustained increase in their wages as a result of activity on the programme.	As measured by earnings at project entry, exit from programme and six months subsequent.	0	BCC:	487	286	713	314
			B&NES:		95		205
			SG:		106		194
Number of employers engaged through the Programme.	Employers who have registered (informally or formally) their support for the local programme for their employees (captured through 1:1 and forums, with employer feedback and progress collated.)	25	BCC: 18	300	158	75	24
			B&NES: 3		67		30
			SG: 4		75		21

APPENDIX D – SAMPLE AUDIT REPORT.

The Auditors report should be written on headed paper, dated and addressed to You and the Accountable Body. The report should be substantially in the following form:

1. We have examined the enclosed Claim Forms for the ESIP Programme from [the applicant] for the period from [date] to [date]. These claims have been prepared by and are the sole responsibility of the applicants Accountable Officer.
2. We have carried out a high level of assurance assignment by selecting a representative sample of expenditure items accounting for at least 10% of the grant funding claimed as reported in the Claim Forms submitted by the applicant for the previous year and performed the following tests:
 - a. [Name of Accountant] has selected a random sample of eligible expenditure incurred, as reported on the Claims, and traced them to invoices or other supporting documentation and evidence of payment to check that they have been properly incurred in accordance with the terms and conditions of the applicants Grant Offer Letter;
 - b. [Name of Accountant] confirms the arithmetical accuracy of the schedules relating to the Claims and agreed them to the appropriate supporting documentation. [Name of Accountant] has also checked whether the grant claimed by the applicant has been calculated in accordance with the terms and conditions of the Applicants Grant Offer Letter including that the Claims have been submitted in support of eligible expenditure.
 - c. [Name of Accountant] confirms the applicant has maintained adequate records to enable us to report on this claim and has made available all evidence that was used to prepare to Claims made in the period [date] to [date].
 - d. [Name of Accountant] confirms that all other terms and conditions of the offer letter as they relate to eligible expenditure and grant have been met and has seen adequate evidence to enable us to verify this.

Statement of any errors and reservations/exceptions.

3. <These, if any, should be clearly stated here in bullet points.>

Based on the examination as above and subject to the possible financial effect of any reservations or qualifications set out in paragraph 3, [Name of Accountant] report that based on the findings, in [Name of Accountant's firm] opinion the Claims for grant payment meet the conditions of the applicants Grant Offer Letter dated [date].

Our report is prepared solely for the confidential use of the applicant and the West of England Combined Authority or any UK central government department and solely for the purpose of verifying the grant claimed.

It may not be relied upon by the applicant or West of England Combined Authority or any UK central government department for any other purpose whatsoever. Our report must not be recited or referred to in whole or in part in any other published document without our written permission except where disclosure is required as a result of a statutory obligation. Our report must not be

made available, copied or recited to any other party without our express written permission in every case except that the applicant or West of England Combined Authority or any UK central government department may disclose the report where it has a statutory obligation to do so. Other than to the applicant and West of England Combined Authority or any UK central government department [Name of Accountant] do not have any duty to any other party to whom this report may be disclosed.

The engagement to report on the Claim Forms is separate from, and unrelated to, the audit of the annual financial statements of the applicant and that the report relates only to the matters specified and that it does not extend to the grant recipient's annual financial statements taken as a whole.

Name and signature of the reporting accountant.

Date of the report.

Name for enquiries

DRAFT