

[DATE]

AGREEMENT

between

Public Health England

and

[Local Authority]

and

[IPS Provider]

This agreement is dated [DATE]

PARTIES

- (1) Public Health England, an executive agency of the Department of Health and Social Care, which expression shall include its successors in title with offices at Skipton House, 80 London Road, London SE1 6LH (**PHE**); and
- (2) [LOCAL AUTHORITY NAME] incorporated and registered in England and Wales whose registered office is at [REGISTERED OFFICE ADDRESS], and
- (3) [SERVICE PROVIDER NAME], incorporated and registered in England and Wales with company number [COMPANY NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (the **Service Provider**).

BACKGROUND

- (A) Supported by the Department of Health and Social Care (**DHSC**), the Department for Work and Pensions (**DWP**) has agreed to pay PHE to carry out the Project under a funding agreement dated 9th June 2021, (the **Funding Agreement**).
- (B) PHE wishes the parties to collaborate together and carry out their portion of the Project as envisaged in the Funding Agreement and as set out in the Project Schedule.
- (C) The parties now wish to enter into this agreement to regulate the relations between them, define the scope of the work and specify the Project activities, regulate the transfer of funds to the Local Authority, and from the Local Authority to the Service Provider, and regulate the protection of intellectual property resulting from this Project.

Agreed terms

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Background IP: any Intellectual Property Rights vested in or licensed to a party prior to or independently of the performance by such party of their obligations under this agreement and includes guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs. For the purposes of this agreement, Background IP of PHE shall be deemed to include Background IP of DWP.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date: shall be the last date that this agreement has been signed by the parties.

Deliverable: in relation to a party, the services, resources, manpower or other tangibles or intangibles that such party provides in accordance with the Project Schedule.

Foreground IP: any Intellectual Property Rights in items created by a party (or a third party on its behalf) specifically for the purposes of the performance of their obligations under this agreement.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights 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.

Payment Schedule: as set out in Schedule 2.

Project: to design, oversee, deliver and evaluate the Individual Placement and Support (IPS) approach to employment focussing on those with substance dependency as further described in the Project Schedule.

Project Schedule: as set out in Schedule 1.

Staff: all persons employed or engaged by the Local Authority or the Service Provider to perform its obligations under this agreement together with any servants, consultants, agents, volunteers, contractors and sub-contractors used in the performance of its obligations under this agreement.

- 1.2 Clause and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 References to clauses are to the clauses of this agreement.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to any **party** shall include that party's personal representatives, successors and permitted assigns.

- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended, or re-enacted or otherwise given effect on or after 11pm on 31 January 2020 from time to time.
- 1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.12 A reference to **writing** or **written** includes e-mail.
- 1.13 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 Where there is a conflict between the terms and conditions of the Funding Agreement, this agreement (excluding the Schedules) or the Schedules, the documents will prevail in the following order: (i) Funding Agreement; (ii) this agreement (excluding the Schedules); (iii) the Schedules.
- 1.16 Any reference to this agreement terminating shall, where the context requires, include a reference to this agreement terminating by expiry.

2. Commencement and duration

- 2.1 The Project shall run from [DATE] to 31st March 2021, unless extended with the approval of both DHSC and DWP (the **Project Period**).
- 2.2 Each party shall use reasonable endeavours to perform its part of the Project described in the Project Schedule and Payment Schedule.
- 2.3 The parties shall comply with applicable laws and regulations.
- 2.4 The parties shall act, and omit to act, as appropriate under this agreement to enable PHE to comply with the terms and conditions of the Funding Agreement.

3. Designated Representatives

- 3.1 The representatives for the parties at the start of the Project are as follows:

Party	Position	Name
PHE	IPS Lead	Jez Stannard
	IPS- Manager	Paul Anders

[LOCAL AUTHORITY]		
[SERVICE PROVIDER]		

3.2 Where a party intends to change its designated representative, it shall inform the other parties before the intended change and shall nominate a successor. A replacement to the designated representative requires the prior written approval of PHE and this replacement shall not become effective unless and until such approval is granted by PHE.

4. Existing arrangements

4.1 Nothing in this agreement shall restrict any party's right to continue to conduct its business activities or arrangements that existed on the Commencement Date or that otherwise come into being outside the scope of this agreement.

4.2 However, where each party may have access to information or Intellectual Property Rights of the other, each party acknowledges that the other parties will need to protect such information and Intellectual Property Rights in accordance with clauses 10 and 11.

5 Payment and record keeping

5.1 The DWP has undertaken to provide funding for the Project and PHE shall forward payments allocated to the Local Authority who will then use these to pay the Service Provider as set out in Schedule 2 and subject to the obligations in this clause. The funding payable by PHE to the Local Authority is fixed, in British pound sterling and exclusive of any applicable VAT. Except as provided in clause 5.2, such funding paid to the Local Authority shall be used solely to pay the IPS Provider.

5.2 Subject always to receipt by PHE of the funds from DWP, where the Local Authority has reasonably incurred costs in relation to the Project and/or in procuring the appointment of the Service Provider, such reasonable Local Authority costs (e.g. legal fees for review of contracts) will be reimbursed by PHE upon receipt of a valid invoice submitted quarterly in arrears provided that PHE has previously agreed with the Local Authority to the amount of such costs being reimbursable under this agreement.

5.3 Subject always to receipt by PHE of the funds from the DWP, payments will be made to the Local Authority by PHE on the Local Authority's receipt of an invoice from the Service Provider in accordance with Schedule 2. Unless specified otherwise in the Payment Schedule, invoices should be submitted quarterly in arrears for actual costs incurred. Furthermore payment shall be subject to:

- (a) confirmation from PHE that reporting requirements (see Schedule 1) have been met;
- (b) completion of all agreed tasks and outputs in the Project as determined by PHE's designated representatives; and
- (c) receipt from the Service Provider of a brief financial summary of expenditure against planned budget, consisting of an account of any agreed posts, as set out in the Payment Schedule, that have been vacant throughout the Project Period.

- 5.4 All documents required pursuant to clause 5.3 shall be sent by the Service Provider to the PHE and Local Authority designated representatives for checking and approval.
- 5.5 Payments to the Local Authority from PHE and to the Service Provider from the Local Authority will be made by bank transfer to their respective nominated institutional accounts. The Local Authority and Service Provider will provide PHE and the Local Authority respectively with verified bank account details, prior to signature of this agreement. Bank account details should be verified by the institution, and provided together with a copy of bank header and/or bank stamp. For the avoidance of doubt, full execution of this agreement is conditional upon receipt of such verified bank details.
- 5.6 It is the responsibility of the Local Authority and Service Provider to inform PHE and the Local Authority respectively promptly of any changes to its banking details.
- 5.7 The Local Authority and the Service Provider shall keep a record of any expenditure incurred under the Project and all proofs and related documents for five years after the final payment made in connection with the Project. The Local Authority and the Service Provider shall make available to PHE, upon request, any documentation on the Project finances and activities including producing invoices, expenditure records and/or receipts in accordance with their routine financial management and control procedures.
- 5.8 The Local Authority and the Service Provider agree to provide PHE with a final statement of expenditure within two (2) months of Project termination.
- 5.9 Where the DWP modifies or withholds the funding awarded to PHE subsequent to the Funding Agreement coming into force, PHE has the unilateral right to modify, vary or alter the budget or payments to be made to the Local Authority and subsequently to the Service Provider, notwithstanding anything written in this agreement.
- 5.10 The Service Provider agrees to send regular reports to PHE to summarise the progress of the Project and provide any other information that PHE may reasonably request concerning the work covered by this agreement.

5 Financial management

- 6.1 In accordance with the requirements of the DWP, PHE shall:
 - (a) be responsible for ensuring proper financial management of the funding and accountability for the use of public funds;
 - (b) undertake due diligence checks to ensure that the funding will be appropriately used and ensure that all money issued to the Service Provider via the Local Authority is subject to proper financial management processes;
 - (c) be responsible for ensuring that expenditure incurred by the Service Provider is subject to robust controls to ensure value for money and propriety and that all costs are fully vouched and maintained.
- 6.2 The Service Provider shall comply with reasonable requests from PHE to enable PHE to comply with the obligations set out in clause 6.1, including through the brief financial

summary of expenditure as set out in clause 5.3, monitoring by the Local Authority designated representative, and audits.

7 Publicity

7.1 A party shall not use:

- (a) the name of another party;
- (b) the name of DWP or DHSC;
- (c) the name of any of employees of another party, DWP or DHSC,

in any publicity, promotion, marketing or announcement without the prior written approval of that party and written approval of PHE, subject to the terms of the Funding Agreement.

7.2 Each party shall take reasonable steps to ensure that their employees, agents, sub-contractors, suppliers, professional advisors and consultants comply with clause 7.1.

8 Confidentiality

8.1 **Confidential Information** means any documents, information, techniques, know how, specifications, drawings, tapes, discs and other media which either:

- (a) is marked “confidential”, “sensitive”, or “proprietary” by the disclosing party (the **Disclosing Party**), or
- (b) is confirmed being so in writing to the receiving party, within 30 days in the event of an oral disclosure, or
- (c) is written, prepared or generated as part of the Foreground IP of the Project.

8.2 Each party shall treat any Confidential Information as confidential to itself and restrict access thereto to those of its employees, registered students or agents who need to know it for the purpose of performing the Project and who shall have been made aware that such information is to be treated as confidential.

8.3 In order to preserve confidentiality whilst discussing the Project with parties who are not signatories to this agreement, no party shall disclose Confidential Information disclosed to it (the **Receiving Party**) by the other party (the **Disclosing Party**) to any third party without the prior written consent of the Disclosing Party and the third party signing a confidentiality undertaking on terms no less onerous than those set out in this clause 8.

8.4 The restrictions as to the use and disclosure set out above shall not apply to any Confidential Information which:

- (a) is or becomes published other than by unauthorised publication in breach of this agreement; or

- (b) is shown by written evidence to have been known to the Receiving Party prior to the date of the disclosure; or
- (c) is lawfully acquired by the Receiving Party from an independent source having a bona fide right to disclose the same; or
- (d) is independently developed by an employee of the Receiving Party who has not had access to any of the Confidential Information disclosed to the Receiving Party by the Disclosing Party; or
- (e) is required to be disclosed by applicable law or court order or by any party's regulatory body, which is empowered by statute or statutory instrument, but only to the extent of such disclosure and the Receiving Party shall notify the Disclosing Party promptly of any such request and provided that, in the case of a disclosure under the Freedom of Information Act 2000 (the **FOI Act**), none of the exemptions in the FOI Act applies to the information.

8.5 If any party receives a request under the FOI Act to disclose Confidential Information of another party, it will notify and consult with the other relevant party. The other relevant party will respond within five (5) Business Days after receiving notice if the notice requests assistance in determining whether or not an exemption in the FOI Act applies.

8.6 The obligations of confidentiality shall survive the termination of the agreement for a period of ten (10) years. Notwithstanding the foregoing, where a party's Confidential Information is a trade secret, the Receiving Party's confidentiality obligations under this agreement in respect of such trade secret shall survive until such time such trade secret enters the public domain through no fault of the Receiving Party.

9 Data

9.1 The parties shall ensure that they safeguard data gathered during the Project and shall comply with any applicable ethical approval or regulatory requirements.

9.2 The parties shall not transfer personal data unless the Project requires:

- (a) the transfer of Project data, including limited sensitive personal data, to PHE; and
- (b) the transfer of some personal identifiers, for data matching as set out in the Participant Information Sheet,

in which case the relevant parties shall enter into a data sharing agreement in accordance with the Data Protection Act 2018 and the General Data Protection Regulation (Regulation (EU) 2016/679) (as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018).

10 Intellectual Property

10.1 Save as granted elsewhere under this agreement, no party shall acquire any right, title or interest in the other's Background IPR.

- 10.2 Neither the Local Authority nor the Service Provider shall, and shall procure that their Staff shall not, (except when necessary for the performance of its obligations under this agreement) without the prior written consent of PHE, use or disclose any PHE Background IP or Foreground IP to any third party.
- 10.3 The parties agree that all title to and all rights and interest in Foreground IP shall vest in PHE. Each party hereby assigns to PHE, with full title guarantee, title to and all rights and interest in the Foreground IP and/or shall procure that the first owner of the Foreground IP also does so.

11 Grant of Intellectual Property Rights

- 11.1 Each party hereby grants to the other a royalty free, non-exclusive, non-transferable, licence to use its Background IP strictly for the purpose of performing their part of the Project and only for the duration of the Project.
- 11.2 Each party shall grant to PHE, insofar as it is able by virtue of pre-existing agreements, a non-exclusive licence to use its Background IP on fair and reasonable terms, to the extent necessary for PHE to use or exploit the Foreground IP. Such licence shall only include the right to issue sub-licences to third parties with the prior written agreement of the licensor.
- 11.3 PHE shall grant to the other parties a perpetual, non-exclusive, royalty-free, non-transferable licence to use its Foreground IP generated in the course of the Project for academic, educational and non-commercial research purposes only, subject to the obligations of confidentiality set out in clause 8.

12 Term and Termination

- 12.1 A party may terminate this agreement with immediate effect by giving notice to the other parties if:
- (a) another party is in breach of any provision of this agreement and (if it is capable of remedy) the breach has not been remedied within sixty (60) days after receipt of written notice specifying the breach and requiring its remedy; or
 - (b) subject to clause 17.2, another party becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of the other party's assets, or if the other party makes an arrangement with its creditors; or
 - (c) another party is found guilty of fraud or similar fraudulent acts or omissions.
- 12.2 Termination of this agreement for whatever reason shall not affect the accrued rights of the parties as at the date of termination and the provisions of clauses 4, 5, 7, 8 (for a period of 10 years as per clause 8.6), 9, 10, 11, 12, 13, 19, 21 and 24 shall survive this agreement and remain in full force and effect.
- 12.3 On the termination of this agreement, PHE will transfer funds to the Local Authority to pay the Service Provider for all work done prior to termination and all unavoidable costs

including but not limited to staff costs for individuals employed as part of the Project on a *pro rata* basis. If PHE has made any payments in advance and the whole of that payment has not, by the end of the Project Period or the termination of this agreement, been used by the Service Provider for the purposes for which that payment was provided, the Service Provider will return to the Local Authority, and the Local Authority will return to PHE the unused portion of that payment.

- 12.4 The Service Provider shall retain all papers, files, records and receipts relating to the performance of the Project for the period of five (5) years after the date of the termination of this agreement and thereafter shall not destroy them but deliver them to the Local Authority.
- 12.5 Should the DWP terminate the Funding Agreement at any time during the Project Period, this agreement will terminate on the date upon which termination of the Funding Agreement takes effect.

13 Liabilities

- 13.1 Notwithstanding any other provisions in this agreement, nothing in this agreement shall exclude or limit any party's liability for the following:
- (a) death or personal injury resulting from negligence;
 - (b) fraud or statements made fraudulently;
 - (c) any other acts or omissions for which applicable law prohibits the exclusion or limitation of liability.
- 13.2 Save as provided in clause 13.1, a party will not be liable for any loss of profit, loss of business, loss of goodwill, loss of savings, claims by third parties, loss of anticipated savings, indirect loss or consequential loss whatsoever and howsoever caused.
- 13.3 Subject to clause 13.1 of this agreement, each party's total liability for any claims, losses, damages or expenses whatsoever and howsoever caused shall be limited for each event or series of linked events to a maximum of the value of the aggregate funding for the Project.
- 13.4 The Service Provider shall, where required by applicable law, have in place and maintain in force appropriate insurance policies such as professional indemnity and public liability cover, in respect of its activities under the Project, including the protection or indemnity of human participants recruited for the Project. The Service Provider shall provide evidence of such insurance when required by PHE.
- 13.5 Subject to the limitations given in clause 13.3 above, the Service Provider shall indemnify:
- (a) PHE for any expenses, damages or claims incurred by PHE arising out of the acts or omission of the Service Provider, except to the extent that such expense, damage or claim is due to negligence on the part of PHE; and

- (b) the Local Authority for any expenses, damages or claims incurred by the Local Authority arising out of the acts or omission of the Service Provider, except to the extent that such expense, damage or claim is due to negligence on the part of the Local Authority.
- 13.6 Subject to the limitations given in clause 13.3 above, the Local Authority shall indemnify PHE for any expenses, damages or claims incurred by PHE arising out of the acts or omission of the Local Authority, except to the extent that such expense, damage or claim is due to negligence on the part of PHE.
- 13.7 PHE shall not be liable for:
 - (a) any harm, damage or expense arising from any acts or omission of another party whether in relation to the recruitment or consenting of human participants or otherwise; nor
 - (b) any expenses, damages or costs incurred by staff appointed or employed by any of the other parties on the Project.
- 13.8 Each party will be responsible for complying with applicable regulations and laws when appointing or employing staff on the Project and shall carry out risk assessments for any staff before they start working on this Project. Each party shall ensure that it does not discriminate within the meaning of the Equality Act 2010 or any other relevant legislation relating to discrimination in the employment of its employees.

14 Force Majeure

- 14.1 Subject to clause 14.3, a party shall not be in breach of this agreement nor be liable for any failure or delay in performance of any obligations under this agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control (**Force Majeure Event**) including (but without limiting the generality thereof) governmental regulations, fire, flood, or any disaster, which is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees.
- 14.2 Any party that is subject to a Force Majeure Event shall be entitled to such extension of time for such performance as may be fair and reasonable in all the circumstances subject to PHE approval. Any party so delayed or impeded shall promptly inform the other party of the nature of the relevant cause and of the expected duration of the relevant delay or impediment.
- 14.3 If the Force Majeure Event prevails for a continuous period of more than six (6) months, another party may terminate this agreement with immediate effect by giving written notice. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this agreement occurring prior to such termination.

15 Severability

- 15.1 If any provision of the agreement is declared void or unenforceable, such provision shall be severed from this agreement, which shall otherwise remain in full force and effect.

16 Independent Contractor

- 16.1 Nothing in this agreement shall create, evidence or imply any agency, partnership or joint venture between the parties. No party shall be bound by the acts or conduct of the other party.

17 Assignment

- 17.1 This agreement shall not be assigned or sub-contracted by any party without the prior written consent of PHE.
- 17.2 The other parties acknowledge and agree that in the event of the transfer of all or a substantial part of PHE's activities to another government body, PHE's rights and obligations under this agreement shall automatically transfer to such other government body.

18 Variation

- 18.1 Any agreement to change the terms of this agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorised representatives of the parties hereto, and subject to approval by DHSC and DWP if required.

19 Dispute Resolution

- 19.1 All disputes will initially be referred by any party to a representative of each party responsible for the overall performance of this agreement, who will meet in person or using electronic means such as Skype as soon as reasonably practicable to discuss the dispute.

20 Rights of Third Parties

- 20.1 Nothing in this agreement confers or purports to confer on any other third party any right to enforce any term of this agreement.

21 Anti-Bribery

- 21.1 All parties warrant that they have not done, and shall not:
- (a) offer, give, agree to give, intend or attempt to give to any member of a party, or any other persons or organisations, any gift or consideration, or any other form of benefit, tangible or otherwise as an inducement or reward (referred to herein as **Prohibited Acts**) for doing or not doing any act in relation to the obtaining or the performance of this agreement or any other agreement/contract with a party to this agreement;

- (b) enter into this agreement or any other agreement/contract with a party in connection with which commission has been paid or has been agreed to be paid by him or on his behalf, unless the details of such commission and the terms of such agreement have been fully disclosed in writing to each party prior to execution of this agreement.

21.2 If a party, his staff or any subcontractors, or anyone acting on his or their behalf, does any of the Prohibited Acts or commits any offence under the Bribery Act 2010, whether with or without the knowledge of that party, any other party shall be entitled to terminate this agreement, and any other agreement/contract with such party with immediate effect, and recover from such party the amount of any losses resulting from such termination, and the amount or value of any such gift, consideration or commission where appropriate in the circumstances.

22 Notices

22.1 Any formal notice or demand in connection with this agreement will be in writing and may be delivered by hand, by Royal Mail Signed For 1st Class (or other prepaid, next working day service providing proof of delivery) or by PDF attachment to an e-mail (addressed to the recipient below:

- (a) in the case of PHE:

Paul Anders, Public Health England, Skipton House, 80 London Road, London SE1 6LH
Email: paul.anders@phe.gov.uk

- (b) in the case of [LOCAL AUTHORITY]:

PLEASE INSERT NAME AND ADDRESS HERE

- (c) in the case of [SERVICE PROVIDER]:

PLEASE INSERT NAME AND ADDRESS HERE

22.2 Any notice or demand delivered in accordance with clause 22.1 above shall be deemed received:

- (a) in the case of delivery by hand; on delivery provided delivery is between 9.00am and 5.00pm on a Business Day. Otherwise, delivery will occur at 9.00am on the next Business Day;
- (b) in the case of Royal Mail Signed For 1st Class (or other prepaid next working day service providing proof of delivery), at the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Business Day. Otherwise, delivery will occur at 9.00am on the same Business Day (if delivery before 9.00am) or on the next Business Day (if after 5.00pm);
- (c) in the case of PDF attachment to an e-mail, 9.00am on the first Business Day after sending provided that it is sent to the correct e-mail address without any error message received.

23 Counterparts

23.1 This agreement may be executed in any number of counterparts, and by the parties on separate counterparts, each of which so executed and delivered shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

24 Governing law and jurisdiction

24.1 This agreement and all terms, provisions and conditions of the Project and all questions of construction, validity and performance under this agreement shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

AS WITNESS the hands of the duly authorised representatives of each of the parties the day and the year first above written.

SIGNED on behalf of PHE

.....

Name:

Position:

Date:

SIGNED on behalf of [LOCAL AUTHORITY]

.....

Name:

Position:

Date:

SIGNED on behalf of [SERVICE PROVIDER]

.....

Name:

Position:

Date:

Schedule 1 Project Schedule

DESCRIPTION OF PROJECT

The Project concerns the delivery of the Individual Placement and Support (**IPS**) employment support approach for people receiving community treatment for drug and alcohol dependence who are unemployed, conducted in several local authority areas.

IPS is intensive employment support delivered by trained employment specialists and provided as part of multi-disciplinary clinical services, rather than separately through mainstream employment support services.

The IPS Project is managed by the Alcohol, Drugs and Tobacco Division at Public Health England (**PHE**), funded by the Department for Work and Pensions and backed by the Department of Health and Social Care. Funding is being provided to the IPS areas for the purposes of employing the IPS employment specialists.

CONTRIBUTION

PHE funding covers:

- the costs of 1 senior employment specialist and 2 employment specialists, as agreed with PHE and set out in the payment schedule in Schedule 2. The ESs and SES should be recruited at a salary level equivalent to the lower halves of NHS pay bands 5 and 6 respectively, unless otherwise agreed with the PHE IPS Manager.

DELIVERABLES

Participating Service Providers agree to the following Deliverables:

General

- To use the funding for the intended purposes of employing a senior employment specialist and the designated number of employment specialists. The senior employment specialist will be responsible for maintaining regular contact with the PHE IPS Programme Manager.
- Use best endeavours to ensure that IPS specialist capacity is fully utilised;
- Ensure that at least one person per site joins the weekly teleconferences with PHE where practicable;
- Contribute to the work of other IPS areas as members of a community of practice.
- To provide PHE with returns against expenditure, the format of which will be agreed with providers, but which will be proportionate and minimise reporting burden.
- To adhere to all the requirements of the IPS approach.

- To adhere to IPS fidelity and participate in fidelity reviews during the course of delivery of the approach.
- To ensure that clinical staff and keyworkers in the drug and alcohol treatment provider are appropriately engaged in the project. This requires clinical staff, keyworkers and, potentially, others in the drug and alcohol treatment services to identify participants to take part in the project.

Data

- To transfer additional IPS specific data items, via the mechanisms provided to the Service Provider by PHE.
- To regularly submit additional data on IPS caseloads, contacts and high-level job outcomes using the mechanisms provided by PHE, and provide regular updates of client recruitment to the IPS Programme Manager.

Client consent procedures

- To adhere to the client consent procedure for IPS delivery This involves:
 - staff explaining to IPS clients what personal data will be requested, how it will be securely stored, what it will be used for and who it will need to be shared with as part of the data linkage process
 - retaining records of each signed consent form, to share with PHE if requested

Training

- To ensure that IPS staff attend all IPS training commissioned by PHE
- To ensure that all IPS staff receive sufficient other training to enable them to work in services for vulnerable adults (e.g. substance use, treatment, mental health and safeguarding)

Governance and partnership working

- To put in place a local steering group to provide strategic direction and operational oversight. Membership should include representatives from the local authority public health team, the drug and alcohol treatment provider, local employment support services including Jobcentre Plus and the local Work and Health Programme provider, and from the local enterprise partnership and local business networks.
- To explore locally with Jobcentre Plus District Managers the option of putting in place a memorandum of understanding, or similar agreement, to cover issues such as expectations around conditionality and assurances around disclosure of substance misuse to Work Coaches.

**Schedule 2
Payment Schedule**

Payments will be invoiced quarterly by the Service Provider to the Local Authority and will reflect actual expenditure in line with the maxima below.

	2021-22 schedules				2022-23 schedules				2021-23
Area	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Total
Nottingham	0	27,667	27,667	27,667	34,250	34,250	34,250	34,250	220,000