

North Lanarkshire Council Report

Enterprise and Fair Work Committee

Does this report require to be approved? Yes No

Ref (AG/PK) Date 02/05/25

Routes to Work Ltd Service Level Agreement 2025/26

From Alison Gordon, Chief Social Work Officer (Education, Families, Justice & Integration)
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Executive Summary

Routes to Work Ltd, a Council ALEO, delivers several employability programmes funded by the Council and subject to an annually negotiated SLA (Service Level Agreement) which specifies targets and expenditure. Key parts of the Council's employability programmes related to supporting unemployed or economically inactive residents are delivered by Routes to Work Ltd on the Council's behalf across a range of venues in our communities. The current SLA ends in March 2024 and the new SLA is required for the period 2025/26 to ensure continuity of provision in North Lanarkshire's communities. Each SLA is designed to ensure services are adjusted to meet the current challenges in our communities and the new SLA will support the Council's aim of addressing the recent rise in economic inactivity. Routes to Work Ltd. is the most significant contributor to the effectiveness of North Lanarkshire Council's community based employability programmes which, as part of The Plan for North Lanarkshire's, support our residents to move into fair and sustainable employment.

Recommendations

It is recommended that the Committee:

- (1) Approves the Service Level Agreement with Routes to Work Ltd for 2025/26.

The Plan for North Lanarkshire

Priority	Improve economic opportunities and outcomes
Ambition statement	(11) Increase economic opportunities for adults by understanding, identifying, and addressing the causes of poverty and deprivation and barriers to financial inclusion
Programme of Work	Brighter Futures

1. Background

- 1.1 Routes to Work, established in 2002, is a company limited by guarantee with charitable status which is owned by North Lanarkshire Council. Routes to Work has been comprehensively reviewed in 2019 and 2024 with the latest review being reported to

the Policy and Strategy Committee on 13 March 2025 where it was agreed that no change to the external delivery arrangements are needed.

- 1.2 Key strengths of the organisation identified in each review were its established brand and presence within communities and track record of consistently supporting people into sustainable employment alongside a service which treats residents with dignity and respect. The organisation provides a range of free employability services to North Lanarkshire residents as part of the programmes funded by the Council and specialises in providing case worker support to unemployed residents, access to vocational training and the short-term costs associated with moving from benefits to employment, such as childcare and travel. They also provide in-work support for up to 6 months for those participants that require it.
- 1.3 Routes to Work Ltd are funded by the Council to play a central role within the employability landscape in North Lanarkshire in their delivery of services across all ages as well as in their focus on moving people into employment. There are a number of other providers active within North Lanarkshire and these are managed by the local employability partnership, chaired by the Council, to work in a manner that avoids duplication and integrates their services with those of Routes to Work Ltd. The Council employability team manage the alignment of these programmes and monitor their delivery as well as ensuring the overall strategy in line with the Brighter Futures Programme of Work and The Plan for North Lanarkshire.

2. Report

- 2.1 The programmes funded by the Council and external funders in 2024/25 for delivery by Routes to Work were:
 - (i) *North Lanarkshire's Working (NLW)* – North Lanarkshire wide programme for all unemployed or underemployed residents offering support to access advice, training and employment opportunities within local communities. This was the second year of a two-year programme jointly funded by the UK Shared Prosperity Fund and the Council.
 - (ii) *Working Matters (WM)* - Area targeted programme aimed at economically inactive residents and parents who have barriers such as long periods of unemployment, lack of qualifications, health issues. This was the second year of a two-year programme jointly funded by the UK Shared Prosperity Fund and the Scottish Government.
 - (iii) *No One Left Behind (NOLB)* - support for unemployed 16-19 year olds and additional support to the Education & Families Pathways Programme for school leavers to enter a job or training. This was a single year programme funded by the Scottish Government.
 - (iv) *Working for Families (WfF)* - support targeted at low-income parents across North Lanarkshire with the long-term aim of increasing families incomes from employment. This was a single year programme funded by the Scottish Government.

2.2 2024/25 Performance

The performance targets and expenditure levels for 2024/25 have been the subject of monthly monitoring meetings and quarterly funding reports as well as being reviewed within the six-monthly Performance and Finance reports submitted to the Enterprise and Fair Work Committee. This has been the second year of the UK Shared Prosperity Fund and a greater focus on tackling economic inactivity as well as unemployment and this has proved a real challenge with results in the economically inactive group being

mixed. It is also reflected in the actual levels of funding claimed and the lessons of 2024/25 have been fed into the plans for 2025/26.

- 2.3 Final figures for 2024/25 are provided below and table 1 shows the actual performance against job outcome targets as well as the sustainability of employment, which is measured after 26 weeks, and table 2 shows expenditure against that agreed within the SLA.

Table 1: Job Outcomes (JO) & % sustained at 26 weeks (%s26)

2024/25 Programmes	Target		Actual	
	JO	%s26	JO	%s26
NLW	886	70%	724	75%
WM	56	70%	51	76%
NOLB	155	70%	157	77%
WfF	192	70%	190	77%
Total	1289	70%	1122	76%

Table 2: Expenditure

2024/25 Programmes	SLA Expenditure	Actual	Funding Source
NLW	£3,084,760	£2,824,254	50% NLC/ 50% UKSPF
WM	£670,409	£494,800	42% SG / 58% UKSPF
NOLB	£687,413	£570,340	SG
WfF	£752,741	£603,508	SG
Total	£5,195,323	£4,492,902	- £702,421

- 2.4 Council funded employability programmes are being delivered in a challenging labour market with sustained low unemployment and employers continuing to work with vacancies, despite the increased cost of living pressures though these are being mitigated by higher-than-average wages in North Lanarkshire. The increased numbers of economically inactive residents with long term health conditions and/or caring responsibilities that have emerged recent years continue to present the local labour market with its biggest challenge and analysis of the Council funded employability programmes shows that 22% had a health condition that has lasted 12 months or more. This is reflected in the job outcome results above which do not reflect the high levels of engagement and activity delivered by the Council's investment across our communities.
- 2.5 Further analysis of the investment provided by the Council shows it is reaching the residents where it can make the greatest impact. This analysis confirms that 40.69% of funding in 2024 went to unemployed 16-24 year olds, a group that have always been a priority for the Council and that 50.7% of employability clients live in the 20% least prosperous datazones. There has also been a significant increase in BAME registrations since pre-pandemic trends. In 2019, 4.6% of clients had a BAME background, but this was 11.0% in 2024 and is a reward for increased engagement and targeting with these communities.¹

2.6 2025/26 Targets and Funding

The design of the new SLA targets and funding model has been based on the experience of delivery within the current labour market and reflects the ambition of the Council to contribute to making a real impact on the economic inactivity levels in our communities alongside maintaining the high levels of support for unemployed residents. Economically inactive residents differ from unemployed residents in that they are not seeking work. The design also reflects the requirements of our external

fundings which are the UK Government through its Shared Prosperity Fund (SPF) and the Scottish Government through its No One Left Behind (NOLB) fund. Therefore, for 2025/26 targets and performance measurement will separately account for economic activity and unemployed clients engagement and support into work.

2.7 **UK Shared Prosperity Fund**

As reported to this committee on 14 February 2025 the allocation of SPF to North Lanarkshire has been reduced but comes with the benefit of being less prescriptive than that operated from 2023-2025. For employability the allocation of £1,568,837 is 78% of that allocated in the year 2024/25 (£2,022,976) which was split across two programmes delivered by Routes to Work Ltd. and separately tackling economic inactivity and unemployment. In 2025/26 there will be one SPF employability programme (*North Lanarkshire's Working*) delivered by Routes to Work Ltd. which will offer an all-age service and will ensure there is a continuity of employability support in every community in North Lanarkshire. This new single programme will encompass economic inactivity and unemployment targets.

2.8 **SG No One Left Behind Fund**

The Scottish Government funded programmes are also broadly similar to last year with the NOLB funded Routes to Work *Youth Service* programme targeted on 16-19 year olds who are unemployed as well as providing support to the Education and Families Pathways Programme for young people about to leave school. There is continued expansion in the *Working for Families* programme delivered across North Lanarkshire including that part delivered by Routes to Work Ltd. This is due to the sustained level of funding from the Scottish Government to support parental employment as a route to tackle child poverty. This funding will mainly support out of work parents but also some employed parents on low incomes. The Routes to Work contribution to the parental employment programme is significant and is integrated with a range of other Working for Families initiatives co-ordinated by the Working for Families manager within the employability team. These include paid work placement programmes within the Council, NHS and third sector as well as services provided to employability directly by the Tackling Poverty team.

2.9 Within the three programmes described above there is support available for every person of working age in North Lanarkshire who is either economically inactive or unemployed with additional support for employed parents on low incomes to increase their earnings. To ensure a real focus on the current themes being highlighted by clients and other Council services there will be an additional focus on securing jobs for clients who face either health issues or barriers related to their involvement with our justice services. While there are additional targets for these groups the funding for their support will be drawn from the allocation of SPF and NOLB allocated to Routes to Work Ltd. within the SLA being proposed.

2.10 Proposed job outcome targets are given in Table 3 below alongside the sustainability targets for employment to offer members a straightforward snapshot of the SLA targets for 2025/26. Within Appendix 1 there is a full breakdown of the targets for engagement and job outcomes for economically inactive and unemployed residents with targets for a range of wider outcomes including numbers gaining qualifications, licenses and skills for every programme that funding is allocated to.

Table 3: Targets

2025/26 Programmes	SLA Target	
	JO	%s26
North Lanarkshire's Working (NLC/UK SPF)	648	70%
Youth Service (SG NOLB)	220	70%
Working for Families (SG NOLB)	224	70%
Additional Health & Justice Targets (NOLB and SPF)	128	70%
Total	1,220	70%

- 2.11 Funding for these programmes is detailed in Table 4 below. The levels of funding committed for UK Shared Prosperity Funds are already secured from the UK government until March 2026 and the Scottish Government Funds are subject to a grant agreement, also valid until March 2026. Where possible, external funding has been utilised to support the delivery of employability programmes with 73% of the total coming from the Scottish and UK Governments and 27% from NLC budgets allocated to match fund employability programmes.

Table 4: 2025/26 Proposed funding

2024/25 Programmes	SLA Expenditure	Funding Source
North Lanarkshire's Working (UK SPF/ NLC)	£3,648,139	57% NLC / 43 % UKSPF
Youth Service (SG NOLB)	£697,233	100% SG NOLB
Working for Families (SG NOLB)	£946,295	100% SG NOLB
Total	£5,291,667	39% NLC/ 31% SG/ UK 30%

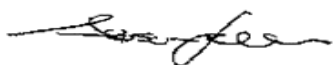
- 2.12 These services funded by the Council and provided by Routes to Work Ltd will play a major role in ensuring there is employability support available to every unemployed and underemployed resident of North Lanarkshire. The funding also provides the opportunity to focus work on specific groups who face specific barriers such as the economically inactive and retains the ongoing focus on targeting all 16-19 years olds who are unemployed, given the long term and negative impact that unemployment in these years can bring.
- 2.13 In addition, the organisation is committed to continuing to align its activities with The Plan for North Lanarkshire and playing a full role in supporting the Council achieve its ambitions.

3. Measures of success

- 3.1 Routes to Work Ltd continue to make a significant contribution to the Council's employability programmes and deliver on job outcomes within the agreed budgets across North Lanarkshire.

4. Supporting documentation

- 4.1 Appendix 1 Detailed Engagement and Job Outcome Targets for Routes to Work Ltd 2025/26
- 4.2 Appendix 2 Draft Service Level Agreement between North Lanarkshire Council and Routes to Work Ltd.



Alison Gordon
Chief Social Work Officer (Education, Families, Justice & Integration)

5. Impacts

<p>5.1 Public Sector Equality Duty and Fairer Scotland Duty Does the report contain information that has an impact as a result of the Public Sector Equality Duty and/or Fairer Scotland Duty? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes, please provide a brief summary of the impact?</p> <p>If Yes, has an assessment been carried out and published on the council's website? https://www.northlanarkshire.gov.uk/your-community/equalities/equality-and-fairer-scotland-duty-impact-assessments Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>5.2 Financial impact Does the report contain any financial impacts? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Yes, have all relevant financial impacts been discussed and agreed with Finance? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Yes, please provide a brief summary of the impact? <i>All costs associated with the SLA are dictated by the financial parameters agreed at the outset for the delivery of the Council's UKSPF projects. Council resources to match fund this activity are from NLC Match Funding allocated to employability projects. Routes to Work operate on a full cost recovery basis which requires that all costs claimed reflect actual costs incurred and these are 100% verified quarterly and subject to annual external audit.</i></p>
<p>5.3 HR policy impact Does the report contain any HR policy or procedure impacts? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes, have all relevant HR impacts been discussed and agreed with People Resources? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, please provide a brief summary of the impact?</p>
<p>5.4 Legal impact Does the report contain any legal impacts (such as general legal matters, statutory considerations (including employment law considerations), or new legislation)? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes, have all relevant legal impacts been discussed and agreed with Legal and Democratic? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, please provide a brief summary of the impact?</p>
<p>5.5 Data protection impact Does the report / project / practice contain or involve the processing of personal data? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes, is the processing of this personal data likely to result in a high risk to the data subject? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, has a Data Protection Impact Assessment (DPIA) been carried out and e-mailed to dataprotection@northlan.gov.uk Yes <input type="checkbox"/> No <input type="checkbox"/></p>

<p>5.6</p>	<p>Technology / Digital impact Does the report contain information that has an impact on either technology, digital transformation, service redesign / business change processes, data management, or connectivity / broadband / Wi-Fi? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes, please provide a brief summary of the impact?</p> <p>Where the impact identifies a requirement for significant technology change, has an assessment been carried out (or is scheduled to be carried out) by the Enterprise Architecture Governance Group (EAGG)? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>5.7</p>	<p>Environmental / Carbon impact Does the report / project / practice contain information that has an impact on any environmental or carbon matters? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes, please provide a brief summary of the impact?</p>
<p>5.8</p>	<p>Communications impact Does the report contain any information that has an impact on the council's communications activities? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes, please provide a brief summary of the impact?</p>
<p>5.9</p>	<p>Risk impact Is there a risk impact? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Yes, please provide a brief summary of the key risks and potential impacts, highlighting where the risk(s) are assessed and recorded (e.g. Corporate or Service or Project Risk Registers), and how they are managed? <i>Managing and monitoring service performance supports the ongoing monitoring of the service's risk register.</i></p>
<p>5.10</p>	<p>Armed Forces Covenant Duty Does the report require to take due regard of the Armed Forces Covenant Duty (i.e. does it relate to healthcare, housing, or education services for in-Service or ex-Service personnel, or their families, or widow(er)s)? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Yes, please provide a brief summary of the provision which has been made to ensure there has been appropriate consideration of the particular needs of the Armed Forces community to make sure that they do not face disadvantage compared to other citizens in the provision of public services. <i>Within all Council employability programmes veterans are immediately eligible for support alongside other priority groups.</i></p>
<p>5.11</p>	<p>Children's rights and wellbeing impact Does the report contain any information regarding any council activity, service delivery, policy, or plan that has an impact on children and young people up to the age of 18, or on a specific group of these? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, please provide a brief summary of the impact and the provision that has been made to ensure there has been appropriate consideration of the relevant Articles from the United Nations Convention on the Rights of the Child (UNCRC).</p>

If Yes, has a Children's Rights and Wellbeing Impact Assessment (CRWIA) been carried out?

Yes

No

Detailed Engagement and Job Outcome Targets for Routes to Work Ltd 2025/26**North Lanarkshire's Working - All Age Service, funded by SPF / NLC**

SLA Outputs	Targets
Number of economically inactive people engaging with Routes to Work services	299
Number of economically inactive people in employment, including self-employment, following support	120
Number of unemployed people engaging with Routes to Work services	1056
Number of unemployed people in employment, including self-employment, following support	528
Number of people gaining qualifications, licences and skills	418
% of clients sustaining at 6 months	70%

Youth Service – 16-19 year olds, funded by NOLB

SLA Outputs	MS Targets
Number of economically inactive people engaging with Routes to Work services	71
Number of economically inactive people in employment, including self-employment, following support	38
Number of unemployed people engaging with Routes to Work services	227
Number of unemployed people in employment, including self-employment, following support	123
Number of in school YP people engaging with Routes to Work services	132
Number of in school YP people in employment, including self-employment, following support	59
Number of people gaining qualifications, licences and skills	138
Number of people progressing entering FE/HE	45
% of clients sustaining at 6 months	70%

Working for Families – out of work and in work parents, funded by NOLB

SLA Outputs	Targets
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Number of OOW parents engaging with Routes to Work services	353
Number of OOW parents in employment, including self-employment, following support	177
Number of In Work parents engaging with Routes to Work services	177
Number of In Work parents progressing in employment, including self-employment, following support	47
Number of parents gaining qualifications, licences and skills	117
% of clients sustaining at 6 months	70%

Health and Justice Targets – All Age, funded by NOLB 80% & SPF 20%

SLA Outputs	Targets
Number of economically inactive people engaging with Routes to Work services	112
Number of economically inactive people in employment, including self-employment, following support	46
Number of unemployed people engaging with Routes to Work services	206
Number of unemployed people in employment, including self-employment, following support	82
Number of people gaining qualifications, licences and skills	90
% of clients sustaining at 6 months	70%



Service Level Agreement

between

North Lanarkshire Council

and

Routes to Work Limited

for

- (i) North Lanarkshire's Working**
- (ii) Youth Service**
- (iii) Working for Families**

April 2025 - March 2026

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1 INTRODUCTION

- 1.1 This Agreement records the arrangement between the Council and the Provider for the provision of Employability Services in North Lanarkshire in respect of the management and delivery of the UK Shared Prosperity Fund (UKSPF) programme North Lanarkshire's Working, and UKSPF ineligible core costs associated with the delivery of these and delivery of the Scottish Government funded No One Left Behind and Working for Families programmes.
- 1.2 The Agreement sets out the relationship between the Council and the Provider including respective roles and responsibilities.
- 1.3 The Service is funded through a combination of funding as detailed in the Finance Schedule and the Agreement sets out all the requirements of these funding streams.
- 1.4 The Agreement has been formulated within the context of the Council's decision at a meeting of the Enterprise & Fair Work Committee on 2 May 2025 to appoint the Provider to perform the Service.
- 1.5 The Agreement will form part of the Council's approach to developing mechanisms to remove barriers that clients residing within North Lanarkshire face in accessing employment opportunities. Targeting people of working age who are not in work, the Agreement aims to achieve this by developing a structured pathway towards sustainable labour market integration.

2 DEFINITIONS

"Agreement" means the contract between the Council and the Provider consisting of this service level agreement and any other documents, schedules or annexes (or parts thereof) specified in the Agreement.

"The Council" means North Lanarkshire Council, a Local Authority created under the Local Government (Scotland) Act 1994 and its statutory successors whomsoever

"Equalities Legislation" means the Equalities Act 2010 and all other relevant statutory obligations in relation to equalities which apply in the UK or the EU equivalent.

"Force Majeure" means any event or occurrence which is outside the reasonable control of the party concerned and which is not attributable to any act or failure to take preventative action by that party, including fire, flood, violent storm, pestilence, explosion, malicious damage, armed conflict, acts of terrorism, nuclear, biological or chemical warfare or any other disaster, natural or man-made but excluding (a) any industrial action occurring within the Provider's organisation; or (b) the failure by any sub-contractor to perform its obligations under any contract.

"GDPR" means the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) and the Privacy and Electronics Communications (ED Directive) Regulations 2003 as such legislation may be amended, updated or replaced with equivalent legislation from time to time.

"Intellectual Property Rights" means all patents, trademarks, registered designs (and any applications for any of the foregoing) copyright (including rights in software – object code and source code), semi-conductor topography rights, database rights, unregistered design rights, rights in and to trade names, business names, domain names, product names and logos, databases, inventions, discoveries, know-how and any other intellectual or industrial property rights in each and every part of the world together with all applications, renewals, revisions and extensions.

"The Provider" means Routes to Work Limited.

"Service" means the provision of any goods, services, articles or materials which, as the context of the Agreement so requires, the Provider is obliged to provide to the Council as detailed in the Specification.

“Specification” means the description of the Service annexed at Schedule A to the Agreement.

“Participant” means the individual recipient of the service provision.

“Participant Records” means all associated forms and records required relating to the participants participation in the service provided.

“CEDR” means the Centre for Effective Dispute Resolution.

“Minor Breach” means a delay or non-performance by the Provider of their obligations under the Agreement which does not materially, adversely and substantially affect the execution of the Agreement.

“Serious Breach” means any breach or a series of “Minor Breaches” by the Provider of its obligations under the Agreement which adversely, materially and substantially affects the execution of the Agreement (or adversely affects the health and safety of staff or Participants); or a “Minor Breach” of a specific obligation in respect of which the Council has served two consecutive notices concerning the same or similar circumstances from where the Provider has failed to remedy that breach.

The condition and paragraph headings used herein are for purposes of convenience or reference only and they shall not be used to explain, limit or extend the meaning of any part of the Agreement.

The masculine includes the feminine and the singular includes the plural and vice versa unless the context otherwise requires.

3 PURPOSE OF AGREEMENT

3.1 The Agreement is between the Council and the Provider in respect of provision by the Provider to the Council, of the Service.

4 PERIOD OF AGREEMENT

4.1 The Agreement will commence on 1 April 2025 and finish on 31 March 2026.

4.2 The Council reserves the right, at its sole discretion, to extend the Agreement for a period beyond the date mentioned in Clause 4.1 above, always under the same terms and conditions as are specified in the Agreement.

5 QUALITY OF SERVICE

5.1 The Service shall comply in all respects with the Agreement or any authorised variation thereto and shall be completed in a proper manner to the standards of best technical and commercial practices using competent and appropriately trained staff taking due and diligent care and attention at all times.

6 PROVIDER'S STATUS

6.1 In carrying out the Service, the Provider shall be acting as principal and not as the agent of the Council. Accordingly the Provider shall not (and shall procure that his agents and servants do not) say or do anything that might lead any other person to believe that the Provider is acting as the agent of the Council.

7 PAYMENT

7.1 The Council shall meet the costs of invoices which it accepts as accurate and pertinent to the provision by the Provider of the Service under the Agreement. The Provider shall be obliged to comply with all terms and conditions contained in Schedule B of the Agreement, and with all other obligations contained in the Agreement, prior to being entitled to any payment by the Council in respect of the Service carried out under the Agreement.

8 VARIATION

- 8.1 The terms of the Agreement shall not be amended, modified or varied in any way whatsoever, other than by a written minute of variation between the parties.

9 FRAUD

- 9.1 The Provider shall use their best endeavours to safeguard the Council's funding of the Service against fraud generally and, in particular, fraud on the part of the Provider's directors, employees or sub-contractors. The Provider shall pay the utmost regard to safeguarding public funds against misleading claims for payment and shall notify the Council immediately if they have reason to suspect that any irregularity or fraud has occurred or is occurring.
- 9.2 The Provider shall co-operate with the Council and assist in the identification of Participants who may be unlawfully claiming state benefits. The Council may from time to time brief the Provider as to the co-operation and assistance it reasonably requires including the provision of information regarding fraud by Participants. On receipt of the information, further evidence may be collected by the Council or other department, office or agency of Her Majesty's Government with a view to prosecution.
- 9.3 Any act of fraud committed by the Provider (whether under the Agreement or any other contract with the Council) shall entitle the Council to terminate the Agreement, and any other contract the Council has with the Provider, by written notice to the Provider.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Council and the Provider acknowledge that all Intellectual Property Rights owned by each other at the date of the Agreement shall remain so owned.
- 10.2 Except to the extent that the Agreement is carried out in accordance with designs furnished by the Council, no part of the Agreement will infringe any patent, trade mark, registered design, copyright or other rights in the nature of intellectual property of any third party and the Provider shall indemnify the Council against all actions, suits, claims, demands, losses, charges, costs and expenses which the Council may suffer or incur as a result of or in connection with any breach of this condition.
- 10.2 All rights (including ownership and copyright) in any specifications, instructions, plans, drawings, patterns, models, designs or other material furnished to or commissioned by the Council or made available to the Provider by the Council shall remain vested in the Council and the Provider shall not (except to the extent necessary for the performance of the Agreement) without prior written consent of the Provider use or disclose any such specification, plan, drawing, pattern, model, design or information or other materials (whether or not relevant to the Agreement) which the Provider may obtain in the performance of the Agreement.
- 10.3 All inventions, designs, methods, processes, data and software discovered or generated as a result of or in the course of the Agreement and all intellectual property rights therein and in anything produced in the course of the performance of the Agreement shall belong to the Council and the Provider agrees to assign the same to the Council without cost.

11 INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- 11.1 The Provider shall indemnify the Council against all claims, demands, actions, costs, (including legal costs and disbursements on a solicitor and client basis), and losses arising from or incurred by reason of any infringement or alleged infringement in the UK of any Intellectual Property Right in connection with execution of the Agreement by the Provider.
- 11.2 The Provider shall promptly notify the Council if any claim or demand is made or action brought against the Provider for infringement or alleged infringement of any third party Intellectual Property Rights which may affect the execution of the Agreement.

12 INDEMNITY AND INSURANCE

- 12.1 Without prejudice to any rights or remedies of the Council (including but not limited to the Council's rights under clause 19 hereof) the Provider shall indemnify the Council against all suits, actions, claims, demands, losses, charges, costs and expenses which the Council may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (whether fatal or otherwise) to any person which may result directly or indirectly from any defect in the Service or any negligent or wrongful act or omission of the Provider.
- 12.2 The Provider shall effect (and shall ensure that any sub-contractor shall effect) with a reputable insurance company a policy or policies of insurance covering all matters which are the subject of indemnities under the Agreement including Public Liability insurance to a minimum sum of £5,000,000 and Employers Liability insurance to a minimum sum of £10,000,000 in each case in respect of any one incident and unlimited to the number of incidents unless otherwise agreed by the Council in writing.
- 12.3 At the request of the Council, the Provider shall produce within forty-eight (48) hours, the policy or policies required under clause 12.2 together with receipts or other evidence of payment of the latest premium due thereunder.

13 EQUALITIES LEGISLATION

- 13.1 The Provider shall not unlawfully discriminate within the meaning and scope of the provisions of the Equalities Legislation. The Provider shall take all reasonable steps to secure the observance of the Equalities Legislation by all servants, employees or agents of the Provider and all sub-contractors employed in the execution of the Agreement. The Provider shall at all times comply with the requirements of the Human Rights Act 1998 insofar as they are carrying out a function for the Council. The Provider will indemnify the Council against any and all claims which may be made against the Council due to the breach of the Equalities Legislation and/or Human Rights Act 1998 which is caused by or arises out of the Agreement or any actions or omissions of the Provider.

14 TERMINATION

- 14.1 The Agreement may be cancelled or suspended at any time by the Council giving the Provider 28 calendar days notice. The Council shall meet all outstanding invoices due to the Provider in respect of the Service at the time of termination, provided that the Council has accepted those invoices as valid, relevant and pertinent to the Service to be provided by the Provider under the Agreement.
- 14.2 Without prejudice to any other rights or remedies of the Council, the Council shall have the right forthwith to terminate the Agreement by written notice if the Provider (if a company) shall have an administrator or receiver appointed or shall go into liquidation (other than for the purposes of reconstruction or amalgamation) or (if an individual) be declared bankrupt under the provisions of the Bankruptcy (Scotland) Act 1985.

15 RECOVERY OF SUMS DUE

- 15.1 Wherever under the Agreement any sum of money is recoverable from or payable by the Provider, that sum may be deducted from any sum then due, or which at any later time may become due, to the Provider under the Agreement or under any other agreement or contract which the Provider holds or previously held with the Council.

16 CONFIDENTIALITY

- 16.1 The Agreement and the subject matter thereof and any information supplied by the Council and relating in any way to the Council's business, processes, research or property shall be used for the exclusive purpose of performing the Agreement and be treated as and kept confidential by the Provider who shall not disclose it or any details thereof for any purpose whatsoever without the Council's prior written consent.
- 16.2 As a Scottish public authority, the Council is bound by the provisions of the Freedom of Information (Scotland) Act 2002. All information submitted to the Council may therefore need to be disclosed and/or published by the Council in compliance with the Act (the decision of the

Council in the interpretation thereof shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms), and any other law, or, as a consequence of judicial order, or order by any court, tribunal or body with the authority to order disclosure (including the Scottish Information Commissioner).

- 16.3 The Provider will comply with the requirements of the GDPR which shall include, but not be limited to, the provision and maintenance of technical and security arrangements for processing personal data and the provision of assistance to the Council when they are dealing with subject access requests. The Provider shall ensure that any sub-contractors shall comply with the requirements of the GDPR.

17 ASSIGNMENT AND SUB-CONTRACTING

- 17.1 The Provider shall not assign or sub-contract any portion of the Agreement without the prior written consent of the Council, the granting of such consent being at the Council's sole discretion. Sub-contracting any part of the Agreement shall not relieve the Provider of any obligation or duty attributable to them under the Agreement. The Council shall reserve in all instances the right to refuse consent to the Provider assigning, sub-contracting or alienating in any manner howsoever (including but not limited to the situation where the Provider enters into the ownership of a third party) any of its rights and/or obligations under this Agreement to a third party.

18 NOTICES

- 18.1 Any notice given under or pursuant to the Agreement may be sent by hand or by post or by registered post or by the recorded delivery service or transmitted by telex, telemessage facsimile transmission or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of one party by the other party, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

19 DEFAULT

- 19.1 The parties acknowledge and agree that the Agreement is to be provided in the spirit of co-operation. Each party shall do all things reasonably necessary to co-operate, aid and assist the other in its performance of its obligations under the Agreement.

- 19.2 Any one instance of failure by the Provider to meet any general or specific performance targets set shall constitute "Minor Breach" whilst repeated or continual failure to meet such performance targets shall constitute "Serious Breach".

- 19.3 In the event of a "Minor Breach" the Council will adopt the following procedure:

19.3.1 The Council shall serve 1 notice on the Provider specifying that it is a formal warning notice and giving reasonable details of the breach sufficient for the Provider to identify the breach. Within five (5) working days of receipt of such notification, the Provider shall meet with the Council to discuss why the breach has occurred and how it will be remedied. The Provider shall have a reasonable period (such period to be mutually agreed, and in the absence of mutual agreement, to be no longer than twenty-eight (28) calendar days) following such meeting to remedy the breach. Notwithstanding any other remedy under the Agreement, the Council shall be entitled to require the Provider to promptly re-perform or replace the relevant part of the Agreement without additional charge to the Council.

- 19.4 In the event of a "Serious Breach", the Parties shall adopt the following procedure:

19.4.1 the Council shall serve written notice on the Provider giving reasonable details of the breach sufficient for the Provider to identify the breach and requiring the Provider to meet with the Council forthwith. Upon receiving notification, the Provider shall meet with the Council forthwith to determine and agree in good faith and acting reasonably whether a contingency plan is available to deal with the "Serious Breach".

In the event that a contingency plan is activated, the Provider shall reimburse the Council in respect of any costs incurred by the Council in activating the same (as set out in the contingency plan) provided that the Council shall do all things to mitigate such costs including by using the resources of the Provider as appropriate. In the event that a contingency plan is not available the Provider shall within five (5) Working Days provide to the Council a plan, which to the Council's reasonable satisfaction, will when implemented resolve the breach or remedy the breach itself.

- 19.5 In the event that the Provider fails to meet any required action in a contingency plan or a contingency plan is not available and the Provider does not present a satisfactory alternative plan, the Council shall be entitled, at its discretion, to serve twenty-eight (28) calendar days' notice on the Provider of its intention to terminate the Agreement.
- 19.6 For so long as and to the extent that the required action is taken which prevents the Provider from executing the Agreement, the Provider shall be relieved of their obligations under the Agreement and in respect of the period in which the Council is taking the required action, the Council shall be entitled to deduct from any sums due to the Provider under the Agreement, an amount equal to the Council's reasonable costs in taking the required action (including where relevant the costs of any sub-contractors), provided that the Council shall do all things to mitigate such costs including by using the resources of the Provider (in each case as appropriate).
- 19.7 The Council shall at its discretion be entitled to continue the required action until the breach has been remedied and the Provider has demonstrated to the Council's reasonable satisfaction that it can execute the Agreement without a material probability of repeating the breach.

20 DISPUTE RESOLUTION

- 20.1 In the event of any dispute or event of default under the Agreement, arising between the Council and the Provider which cannot be resolved directly by them, the issue in dispute will be referred for dispute resolution in accordance with the Dispute Resolution Procedure outlined in Schedule D herein.

21 STATUTES

- 21.1 The Provider warrants that at all times in the performance of the Agreement they shall comply with all statutory requirements and obligations. All references to Statutes shall include future amendments and re-enactments of the same.

22 GOVERNING LAW

- 22.1 The Agreement shall be governed by and construed in accordance with Scots Law and the Provider hereby irrevocably submits to the jurisdiction of the Scottish courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Council to take proceedings against the Provider in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

23 TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) 2006 : TUPE

- 23.1 Upon termination of this Agreement TUPE 2006 Regulations may or may not apply in such circumstances that the Service being provided continues (in part or whole) by another service provider. In such circumstances the Provider is expected to fully cooperate and provide the necessary information to ensure full compliance with TUPE Regulations.

24. FORCE MAJEURE

No parties shall be liable to the other party for any delay in performing or failing to perform its obligations under the Agreement (other than a payment of money) to the extent that such delay or failure is a result of a Force Majeure event.

Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform its obligations under the Agreement for the duration of such Force Majeure event. However if such Force Majeure event prevents either party from performing its material obligations under the Agreement for a period in excess of six months either party may terminate the Agreement with immediate effect by notice in writing.

Any failure or delay by the Provider in performing its obligations under the Agreement which results from any failure or delivery by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Provider.

If any Party becomes aware of a Force Majeure event which gives rise to or is likely to give rise to any failure or delay on its part it shall immediately notify the other party by the most expeditious method then available and shall inform the other of the period for which it is estimated that such failure or delay shall continue.

25 EMPLOYMENT PRACTICES

The Provider will issue that it takes a positive approach to fair working practices for employees (including any agents or sub-contractor employees) or part of a fair and equitable employment and reward practice which includes but is not limited to a fair and equal pay policy that includes a commitment to supporting the Living Wage, clear management responsibility to nurture talent and help individuals fulfil their potential, promoting equality of opportunity and developing a workforce which reflects the population of Scotland in terms of characteristics such as age, gender, religion or belief, sexual orientation and disability, support for learning and development, stability of employment and hours of work, avoiding exploitative employment practices, support for flexible working, family friendly working and wider work life balance and support for progressive workforce engagement.

26 ENVIRONMENTAL SUSTAINABILITY

The Provider will ensure that its operations and activities are undertaken in a manner that minimises adverse impacts to the local and global environment. It will monitor and minimise its energy use and associated emissions, reduce its use of raw materials and increase the re-use and recycling of waste. In particular it will work with customers and employees to maximise the use of active travel and public transport, work with partners to provide suitable cycling and electric charging infrastructure and ensure that a full range of waste recycling options are provided.

SIGNATORIES TO THE AGREEMENT

For and behalf of North Lanarkshire Council

Name Paul Kane

Signature

Designation Business Manager (Employability & Skills Development)

Address Civic Centre, Windmillhill Street, Motherwell, ML1 1AB

Date

For and behalf of Routes to Work Limited

Name

Signature

Designation

Address

Date

SCHEDULE A

SPECIFICATION

1 SPECIFICATION NORTH LANARKSHIRE'S WORKING, YOUTH SERVICE & WORKING FOR FAMILIES

- 1.1 **North Lanarkshire's Working** is valued as follows in terms of costs eligible for UKSPF grant and core costs ineligible for UKSPF grant and will deliver all-age employability programmes across all communities, and these will be targeted on economically inactive and unemployed residents who face barriers to entering or progressing in the labour market:

Eligible	£3,468,956	Ineligible	£179,183
Total	£3,648,139		

North Lanarkshire's Working has outcomes detailed below with a 70% sustainment target on job entries at 26 weeks.

North Lanarkshire's Working - All Age Service, funded by SPF / NLC

SLA Outputs	Targets
Number of economically inactive people engaging with Routes to Work services	299
Number of economically inactive people in employment, including self-employment, following support	120
Number of unemployed people engaging with Routes to Work services	1056
Number of unemployed people in employment, including self-employment, following support	528
Number of people gaining qualifications, licences and skills	418
% of clients sustaining at 6 months	70%

- 1.2 **Youth Service** is valued as follows in terms of costs and will provide support for unemployed/ economically inactive 16-19 year old residents in North Lanarkshire, and including support to the Education and Families Pathways Programme:

Eligible	£697,233
Total	£697,233

No One Left Behind outcomes detailed below with a 70% sustainment target on job entries at 26 weeks.

Youth Service – 16-19 year olds, funded by NOLB

SLA Outputs	MS Targets
Number of economically inactive people engaging with Routes to Work services	71

Number of economically inactive people in employment, including self-employment, following support	38
Number of unemployed people engaging with Routes to Work services	227
Number of unemployed people in employment, including self-employment, following support	123
Number of in school YP people engaging with Routes to Work services	132
Number of in school YP people in employment, including self-employment, following support	59
Number of people gaining qualifications, licences and skills	138
Number of people progressing entering FE/HE	45
% of clients sustaining at 6 months	70%

- 1.3 **Working for Families** is valued as follows in terms of costs eligible for No One Left Behind Grant and will provide support for unemployed/ underemployed low-income parents in North Lanarkshire:

Eligible	£946,295
Total	£946,295

Working for Families outcomes detailed below with a 70% sustainment target on job entries at 26 weeks.

Working for Families – out of work and in work parents, funded by NOLB

SLA Outputs	Targets
Number of OOW parents engaging with Routes to Work services	353
Number of OOW parents in employment, including self-employment, following support	177
Number of In Work parents engaging with Routes to Work services	177
Number of In Work parents progressing in employment, including self-employment, following support	47
Number of parents gaining qualifications, licences and skills	117
% of clients sustaining at 6 months	70%

- 1.4 In addition to the above performance, additional outcomes for clients with health and justice barriers are included as below:

Health and Justice Targets – All Age, funded by NOLB 80% & SPF 20%

SLA Outputs	Targets
Number of economically inactive people engaging with Routes to Work services	112
Number of economically inactive people in employment, including self-employment, following support	46
Number of unemployed people engaging with Routes to Work services	206
Number of unemployed people in employment, including self-employment, following support	82
Number of people gaining qualifications, licences and skills	90
% of clients sustaining at 6 months	70%

2 FINANCIAL APPRAISAL AND MONITORING

- 2.1 The primary purpose of Financial Appraisal and Monitoring (FAM) is to provide the Council with an assurance that payments to the Provider are in accordance with Council requirements that public funds are protected and that value for money has been obtained.
- 2.2 Planning of FAM visits to the Provider shall take account of the materiality and the assessment of the risk attached to the delivery of the provision. The assessment of risk shall follow an evaluation of the key, relevant systems adopted by the Provider, supported by the results of testing undertaken.
- 2.3 The Provider shall have systems in place to:
- (a) detect and prevent duplicate claims;
 - (b) prepare and submit accurate, valid, supported, timely claims;
 - (c) monitor, record and manage lateness and all absences;
 - (d) support claims for on-programme-payments through an effective attendance recording procedure;
 - (e) ensure that all the required evidence is collected (and submitted, where appropriate) to support the claim;
 - (f) identify Participants who have left the Programme (“Leavers”) early to prevent over claiming;
 - (g) carry out effective monitoring of sub-contractors;
 - (h) respond to FAM reports with an appropriate action plan.
- 2.4 The Council’s funding for the Service as detailed in the Agreement will be allocated to the Provider according to the Finance Schedule contained in Schedule B herein. Amendments to planned expenditure must be approved by the Council. This process

will involve the submission of a written statement outlining why planned expenditure needs to be realigned and a revised budgetary projection/forecast for the duration of the Agreement. If the written submission is authorised by the Council then the Council retain the right to review this at any given time.

- 2.5 On completion of the Agreement all records, created by the Provider in the furtherance of its obligations under the Agreement, will become the property of the Council. A final monitoring visit will be arranged which will finalise all records and ensure that they are arranged in a suitable fashion. On receipt of a satisfactory final claim audit report all records will be transferred to the Council.
- 2.6 In the event the Council or external auditors identify that any expenditure claimed by the Provider is ineligible, or that inadequate records of proof of additionality are available and repayment of any external funds are due, or if repayment of funds is due for any other reason resulting from the actions/inaction of the Provider, then the Provider shall repay any funding already received, or appropriate part thereof, within thirty (30) working days of written demand from the Council.
- 2.7 Any expenditure deemed ineligible through any reasonable culpability on the part of the Provider shall not be met by the Council.
- 2.8 In the event that the Council terminates the Agreement under Clause 14 of this Agreement, and such termination was taken as a result of the Provider's having committed a Serious Breach then the Provider shall meet any costs incurred by the Council relating to the termination of the Agreement, and the process involved in selecting an alternative provider. Such costs include, but are not limited to, the loss of external funding by the Council and the loss of money endured by the Council, such money having been received by the Provider but unused, in the reasonable opinion of the Council, in the furtherance of the Service under this Agreement. The Provider shall be obliged to meet these costs within thirty (30) working days of written demand for the same from the Council.
- 2.9 The Provider must produce accurate and regular financial reports as requested by the Council in performance of the Service.
- 2.10 Without prejudice to its obligations under this Agreement, The Provider shall have the following management obligations:
 - (a) Responsibility for advertising, promoting and publicising the Service, subject to the conditions outlined in section 9 of this Agreement;
 - (b) Responsibility for submitting a robust "Performance Management Framework" that adheres to quality standards requested by the Council;
 - (c) Responsibility for the further development of innovative mechanisms and systems designed to effectively engage with the client group;
 - (d) Responsibility for maintenance of systems, which will enable client profiles and needs analysis to be completed for each client contact and intervention;
 - (e) Responsibility for all administration and record keeping and financial management relating to all aspects of the Agreement;
 - (f) Responsibility for the monitoring of Service delivery progress and co-ordination of all other related Service delivery;

- (g) Responsibility for compiling quarterly written reports, detailing Service delivery progress in comparison to pre-determined targets. This timescale may be reviewed should the Provider not meet specified targets and outputs;
- (h) Responsibility for ensuring prompt action to highlight any areas of concern in Service delivery. Failure to do this may result in a breach of contract and the introduction of performance management measures; and
- (i) Responsibility for Service delivery evaluation and end of year report. This may also involve engaging with external stakeholders and organisations working on behalf of the Council.

3 MONITORING THE SERVICE

- 3.1 The Council will use the Hanlon system as part of its monitoring procedures, therefore it is expected that the Provider will maintain up-to-date and accurate participant records on the system.
- 3.2 All Participants will be made aware of the mandatory need for programme monitoring and that they may be asked from time to time to participate in consultations. The Council will provide a minimum of five (5) days notice for any notified visit. Should this date not be suitable the Provider must inform the Council within two (2) working days to schedule a new visit. Failure to adhere to this will result in a breach of the Agreement.
- 3.3 The Council reserves the right to monitor and review any Participant Records.
- 3.4 All performance indicators, customer tracking information, customer feedback, customer complaints and compliments, and monitoring information will be fed back to the Council by the Provider through the monitoring reports.
- 3.5 The Council reserves the right to review monitoring and evaluation process arrangements should the management information requirements of the Council change.
- 3.6 The Provider shall allow access by external auditors to all project records under notification by the Council, assuming no conflict with the GDPR.
- 3.7 The Council may also appoint an external consultant to participate in the monitoring and evaluation of the Provider's performance and the Provider will co-operate with such consultants and take all reasonable and necessary steps to implement recommendations made.
- 3.8 The Council reserves the right to introduce bespoke management information systems that allow the Provider to capture consistent and complimentary information.

4 PERFORMANCE MANAGEMENT AND QUALITY

- 4.1 The Provider shall work with the Council to establish and maintain an effective and beneficial working relationship and to ensure the Agreement is delivered to the standard specified in the Agreement.
- 4.2 The Provider shall work with the Council to establish suitable administrative arrangements for the effective management and performance monitoring of the Agreement.

- 4.3 The Provider will be responsible for managing and reporting on any sub-contractual arrangements. Arrangements shall include mechanisms for the provision of management information, feedback to and from employers and Participants, change control procedures and the prompt resolution of any problems.
- 4.4 The Council will agree with the Provider day-to-day relationship management, contact points, communication flows and escalation procedures. Roles and responsibilities will be documented and the personnel involved in managing the relationship identified and suitably empowered.
- 4.5 The Provider will be expected to continuously improve the quality of the Service including that delivered via sub-contract. Where quality falls below acceptable levels the Provider will be expected to have suitable escalation procedures in place and, in respect of sub-contracted parts of the Service, take action where necessary to replace those sub-contractors or assignees whose performance is unsatisfactory.
- 4.6 The Council will regularly monitor the Provider's performance at least monthly. Every three (3) to six (6) months (or any other period to be notified as appropriate) the Council will undertake a contractual review as specified in the Monitoring Schedule detailed in Schedule C herein.
- 4.7 Results of any reviews undertaken by the Council in relation to the Service will be communicated to the Provider. The Provider will be expected to provide any additional management information required by the Council to facilitate this process and arrange where necessary access to any of their delivery locations, including those operated via sub-contract.
- 4.8 The purpose of the performance reviews is to encourage an open and regular dialogue between the parties with the purpose of ensuring that the Agreement is being delivered appropriately and to drive up performance and quality. The reviews will encourage the parties to review performance, discuss opportunities for continuous improvement and raise and address any complaints or persistent problems encountered with the Agreement. Where issues cannot be immediately addressed, the Council and the Provider will follow the Dispute Resolution Process detailed in Schedule D herein.
- 4.9 The regular meetings between the Council and the Provider shall also cover, as appropriate, resolving disputes and/or dealing with contractual breaches in accordance with the terms and conditions of the Agreement.
- 4.10 The Council shall monitor and review the performance and quality of the Provider against set standards (see below) and within the overall contract management approach as detailed above. Additionally, the Provider may be subject to external inspection by the Scottish Government and Audit Scotland. The Provider will be expected to make any additional management information available to these organisations and provide where necessary access to premises, including sub contracted locations, as appropriate.

5 ACCESS TO SUPPORTING EVIDENCE

- 5.1 In line with the guidance for the UKSPF Verification and Compliance checks, the following is essential in the Agreement between the Council and the Provider. The Council has overall responsibility to manage the Agreement and to ensure:

- (a) practical application and effectiveness of the management and control systems for the Agreement;
- (b) compliance with external funding requirements particularly UKSPF legislation and with other external funding conditions of grant;
- (c) that the performance of the Agreement is consistent with the Specification;
- (d) that the expenditure charged against the Agreement and subsequently claimed has actually been paid out;
- (e) that the expenditure charged against the Agreement and subsequently claimed is in line with the financial agreement and expenditure claimed is relevant to the Agreement;
- (f) that the expenditure charged against the Agreement and subsequently claimed is an item listed in the Payment Schedule detailed at Schedule C of the Agreement and was incurred against activity delivered during the period approved;
- (g) that the appropriate national co-financing has in fact been made available;
- (h) that there exists a full transparent audit trail which includes retention of supporting documentation;
- (i) that all receipts which may have arisen under the Agreement are also taken into account.

6 DOCUMENT RETENTION AND RECORDS MANAGEMENT

The Council is bound by the provisions of the Public Records (Scotland) Act 2011. In terms of this legislation all public records managed by the Council must be managed in accordance with the Records Management Plan (RMP) approved by the Keeper of the Records of Scotland.

The RMP and the guidance issued by the Keeper indicates that records created by the Provider are also considered as “public records” under Section 3(1) of the Public Records (Scotland) Act 2011 and must be appropriately managed during their operational lifetime.

6.1 The Provider warrants that:

6.1.1 they have the capacity to store and retain all supporting documentation and that they have efficient document retrieval systems in place until the specified retention date (or any subsequent extension to this date required under UKSPF regulations); and

6.1.2 that no supporting documentation shall be destroyed prior to the specified retention date (or any subsequent extension to this date required under UKSPF regulations)

6.2 The Provider will provide the Council with access to all supporting documentation under the Agreement throughout its period and this shall apply even in the event that the Agreement cannot be completed for whatever reason.

- 6.3 The Council is responsible for ensuring that the UKSPF project documentation retention date (to be confirmed) is complied with. Therefore the Provider will fully co-operate with the Council in providing all appropriate documentation at all specified periods and to ensure direct and immediate communication with the Council in the event of any issues relating to documentation and/or documentation retention until specified date (or any subsequent extension to this date required under UKSPF regulations). The Provider is responsible for document retention of any third party information relating to the UKSPF funded projects (e.g. information held at any external organisations).
- 6.4 In the event of dissolution of the Provider, the Provider will allow the Council access to all appropriate UKSPF project documentation. The Provider agrees that in the event of their dissolution they still have a responsibility to assist the Council in maintaining a clear audit trail to all defrayed expenditure (i.e. access to company BACS, bank statements, staffing payments invoices etc.)
- 6.5 In the event that the Provider does not allow or enable access under Condition 6.2 above the Council will withhold any further payments to the Provider and will not be liable for payment of issued invoices.

7 HEALTH & SAFETY

- 7.1 The Provider shall provide the Council with written details of their health & safety policy, health and safety procedures, accident reporting and investigation procedures, arrangements for the safe removal of dangerous substances and wastes and arrangements for governing specific requirements to demonstrate safe working practices under the Management of Health and Safety at Work Regulations 1992 and the like.
- 7.2 The Provider must further be able to demonstrate to the Council their arrangements and those of their sub-contractors under the Health and Safety (Display Screen Equipment) Regulations 1992, the Supply of Machinery (Safety) Regulations 1992, the electromagnetic Compatibility Regulations 1992 and all relevant Acts of Parliament, Regulations and UKSPF Directives and other sources of Law pertaining to health and safety and have records of same. The Provider must have at least one (1) designated health and safety officer who has responsibility for all health and safety matters.
- 7.3 The Council's standards for Security and Health & Safety must be adhered to by the Provider.
- 7.4 Health and Safety is the responsibility of the Provider and they shall take out adequate insurance to cover any possible liabilities.
- 7.5 Health and Safety checks may be conducted by relevant representatives of the Council during the Agreement.
- 7.6 Without prejudice to any statutory duty of any person to report any death, injury, case of disease or dangerous occurrence, the Provider shall inform the Council:
- 7.6.1 immediately if any Participant dies or suffers any major injury or case of disease falling within the scope of any regulations dealing with reporting of accidents at work or cases of occupational diseases, should the occurrence take place in the premises of Routes to Work or in any premises if the Participant is on a work related placement activity.

- 7.6.2 as soon as possible, but no longer than seven (7) days after the relevant accident, of any other accident resulting in a participant being absent from the programme of training for four (4) days or more resulting in any loss of physical or mental capacity (including disfigurement).
- 7.7 The Provider shall ensure that there is a current fire certificate for all and any of its premises which require one, and to provide evidence of the existence of the aforementioned certificate to the Council on request.
- 7.8 Where appropriate, it is the responsibility of the Provider to certify that any necessary and relevant level of disclosure checks have been carried out under Disclosure Scotland where clients may be working with vulnerable people, and that any / all premises are properly registered.
- 7.9 The Council's representatives visit the Provider and their sub-contractors for a variety of reasons. In the course of their normal duties the Council representatives shall adopt an 'eyes and ears' approach to monitoring health and safety. In doing this the Council representatives shall not be conducting a health and safety inspection, nor shall they be in a position to offer advice on whether something is safe or not, instead they shall approach this from the position of any lay person. If however a Council representative does notice something on which they require assurance or clarification, they shall raise this with the Provider or the Provider's sub-contractor at the location where they are visiting. At no time shall the Council representatives be seen as offering professional advice on health and safety matters and as such, shall not be liable for any advice or comments or otherwise given to the Provider or their sub-contractor or any omission to give such advice, comments or otherwise.

8 SMOKING POLICY

- 8.1 The Provider shall not allow the smoking of cigarettes on "No-Smoking Premises", within the meaning of the Smoking, Health Care and Social Work (Scotland) Act 2005. Additionally all employees must respect any rules in force from time to time issued by the Council within premises used to deliver outreach services.

9 MARKETING

- 9.1 The Provider will consult with the Council at the project conception stage, to identify level of marketing support required.
- 9.2 The Council will prepare a marketing brief based on this early discussion, outlining an appropriate way forward.
- 9.3 The Provider will liaise with the Council in the production of a marketing plan and its implementation.
- 9.4 The Council will provide ongoing marketing support and oversee the production of all promotional materials.
- 9.5 All marketing materials will acknowledge funding bodies as directed by the Council.

10 STAFF QUALIFICATIONS AND DEVELOPMENT

- 10.1 To ensure quality provision it is essential that staff training and expertise are given high priority. Therefore the following requirements must be met:

10.1.1 Staff must hold relevant qualifications and have opportunities to attend relevant courses.

10.1.2 A personal training development plan must be maintained for all staff, including a record of all courses attended;

11 CO-OPERATION WITH RESEARCH INITIATIVES

11.1 The Provider must co-operate with any research initiative authorised by the Council including the provision of information about the Agreement.

SCHEDULE B

FINANCE SCHEDULE

North Lanarkshire's Working

Eligible		Ineligible	
NLW Total	£3,468,956	Total	£179,183
Overall Total	£3,648,139		

NOLB and Working for Families

Eligible	
NOLB	£697,233
Working for Families	£946,295
Overall Total	£1,643,528

Total SLA Project costs: £5,291,667

**SCHEDULE C
MONITORING SCHEDULE**

**1. North Lanarkshire’s Working, Youth Service, Working for Families and
Additional Health & Justice April 2025 - March 2026**

Expected Outputs & Outcomes		
Outputs and Outcomes	As detailed in Schedule A at 1.1, 1.2, 1.3, and 1.4	
Employment sustained at 26 weeks	70%	
Monitoring Schedule		Date of Visits
April 2025 – March 2026		June 2025/ Sep 2025/ Dec 2025/ Mar 2026
Payment Schedule		
Payment Type	Detail	Calculation
Advance payment 25%	Paid in April or when SLA agreed - cashflow	£1,322,917
Actual Expenditure	April – June	July claim
Actual Expenditure	July – September	October claim
Actual Expenditure	October- December	January claim
Actual Expenditure	January - March	Claimed in April (less 50% of advance)

SCHEDULE D

DISPUTE RESOLUTION PROCEDURE

STAGE 1 – INFORMATION EXCHANGE

In the event of any dispute arising between the parties in connection with the Agreement the party bringing the complaint, will write to the other party setting out full details of the dispute and any proposals for resolving the dispute (the "Letter of Dispute"). The Letter of Dispute should provide all the necessary details and any supporting documentation to enable the other party to fully consider the dispute.

The party which receives the Letter of Dispute should acknowledge its receipt within seven (7) calendar days ("the Letter of Acknowledgment"). If further information as to the matters detailed in the Letter of Dispute is required so as to deal with it then full particulars of the further information required should be given by letter within seven (7) calendar days of the Letter of Acknowledgment (the "Further Information"). If further information is required, such further information should be provided within fourteen (14) calendar days from the date of the Letter of Acknowledgment. The time for responding to the Letter of Dispute does not commence until the further information has been provided or a satisfactory explanation has been received as to why it cannot be provided.

Within fourteen (14) calendar days of the Letter of Acknowledgment or within fourteen (14) calendar days from the provision of the further information the other party shall provide a full response to the Letter of Dispute (the "Letter of Response"). The Letter of Response shall, if appropriate, provide terms on which the dispute can be resolved. If the Letter of Response cannot deal with all of the issues raised within the Letter of Dispute within fourteen (14) calendar days the responding party shall provide a date within which the full response will be provided. Such full response must be given within twenty-eight (28) calendar days of the latest of the Letter of Acknowledgment or the provision of any further information. When the Letter of Response has been sent, Stage 1 is concluded. If the dispute has not been resolved by the end of Stage 1, the parties shall move to Stage 2.

STAGE 2 - MEETING

Following on from the Letter of Response either party can request that a meeting takes place between the Council (Head of Service) and the Provider. The Council and the Provider shall within seven (7) calendar days of such a written request meet in a good faith effort to resolve the dispute (the "First Meeting").

If the dispute cannot be resolved in the First Meeting the dispute shall be referred to the Managing Director of the Provider and the Head of Asset and Procurement Solutions to seek to resolve the dispute (the "Final Meeting"). If appropriate the parties can invite key personnel to this meeting. If the dispute cannot be resolved within twenty-one (21) calendar days of the Final Meeting the dispute shall be referred to a mediator in accordance with Stage 3.

STAGE 3 - MEDIATION

The parties shall seek to agree on the appointment of a mediator to act in relation to the dispute or an organisation which shall be approached to nominate a mediator. If the parties cannot agree on the appointment of a mediator the matter shall be referred to CEDR to appoint a mediator. If agreeable to the mediator, the parties shall within seven (7) calendar days of the appointment of any such mediator meet with them to agree a programme for the exchange of any relevant information, the structure to be adopted for the mediation and a date for the mediation to be held (the "Agreed Procedure"). If the mediator is not agreeable to a meeting or the parties deem it unnecessary for the mediator to be involved they will reach agreement on the agreed procedure between themselves. The parties will then act in accordance with the agreed procedure and seek to resolve the dispute through mediation. If the Parties fail to reach

agreement within twenty-eight (28) calendar days of the mediation then any dispute or difference between them may be referred to the Courts.

STAGE 4 - LITIGATION

All disputes not resolved pursuant to the procedures set out above may be referred by either party to the courts.

GENERAL

For the avoidance of doubt this shall in no way prejudice any rights or remedies of either party under the Agreement including without limitation the right of termination. However this will survive termination of the Agreement and will govern any post termination dispute. Each party shall bear their own costs in relation to any procedure adopted pursuant to this. Unless the Agreement has already been repudiated or terminated the Provider shall, notwithstanding this, continue to carry out its obligations in accordance with the Agreement.

SCHEDULE E

SERVICE VALUES AND TARGETS

1. North Lanarkshire's Working, Youth Service, Working for Families and Additional Health & Justice April 2025 - March 2026

	Type	Or, details below regardless of benefit or length of unemployment	Outcomes
Groups	Age 16 or above with barriers to entering the labour market and eligible for UKSPF support Within 6 months of leaving school and leaving to a negative destination without intervention Unemployed 16-19 year olds Unemployed and employed Parents on Low Incomes	Unemployed and underemployed residents	1.1, 1.2, 1.3, and 1.4