



Department
for Education

Funding rules for the National Careers Service

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Summary

This publication sets out the rules for funding and associated evidence needed for the National Careers Service Community Based Contracts which apply from April 2023.

Expiry or review date

This guidance will be reviewed before April 2024

Who is this publication for?

This guidance is for Prime Contractor and Sub contracting staff delivering the National Careers Service

Definitions

Term	Definition
Area	Means the area in respect of which the Prime Contractor is appointed to supply the Services, as more particularly described in the map set out in Schedule 1 to the Terms and Conditions.
Career Management Outcome	Shall have the meaning given to it in paragraphs 38 and 39 of these Funding Rules.
Career and Skills Action Plan	Has the meaning given to it in Appendix 1 to these Funding Rules.
Code of Connection	The document that outlines the conditions that must be met and the information that must be provided in order to use the National Careers Service Data Sharing Service.
Community Based Service	Means the careers service described specifically in the Specification to be provided by the Prime Contractor in the relevant area.
Contract	Means the contract between the Department for Education (DfE) and the Prime Contractor governing the supply of the Community Based Service, as comprised of the Terms and Conditions (and all schedules, appendices and attachments thereto), the Code of Connection, the Funding Rules, the Invitation to tender (ITT) and the Prime Contractor's response to it.
Contract Period	Means the period starting on the Services Start Date and ending on the earlier of the Expiry Date or the Termination Date.
Contract Year	Means each successive Financial Year period: Y22-23 – 1 October 2022 – 31 March 2023 Y23-24 – 1 April 2023 – 31 March 2024 Y24-25 – 1 April 2024 – 30 September 2024
Customer	Shall have the meaning given to it in Appendix 1 to these Funding Rules.
Expiry Date	Means 30 September 2024 or such other later date as is notified in writing to the Prime Contractor by DfE in accordance with the Terms and Conditions.
Jobs or Learning Outcome	Shall have the meaning given to it in paragraph 65 of these Funding Rules.
Matrix Standard	The required quality standard for all providers offering funded careers, skills and advice services.
Maximum Contract Value (MCV)	Means, in relation to the Area, the maximum sum which may be invoiced by the Prime Contractor to DfE in respect of all Outcomes achieved within any Contract Year, as specified in Schedule 6 to the Terms and Conditions and as updated for each Contract Year in accordance with the Schedule 6 to the Terms and Conditions and which shall be allocated in the manner specified in the Funding Rules.

Term	Definition
National Profile	Means the percentage of the full year contract value to be delivered in each month for each Outcome, as set out in Appendix 2 to these Funding Rules.
National Targets	Means the national targets for the achievement of an Outcome with respect to numbers of Customers, as specified in these Funding Rules, and as amended from time to time in accordance with the Contract.
Service Fee	Means the monthly payment to Prime Contractors for the delivery of the service.
Service Levels	Means the Service Levels set out in Schedule 14 of the Contract.
Outcomes	Means the Outcomes specified in the Funding Rules, against which the Prime Contractor will be paid in consideration of the supply of the Services.
Performance Management Point (PMP)	Means the point at which formal performance reviews will take place as set out in these Funding Rules.
Prime Contractor	The lead contractor delivering the Community Based National Careers Service on behalf of DfE in each Area.
Priority Group	Means priority groups identified for the National Careers Service as specified in Appendix 1 to these Funding Rules.
Risk Profile	Means the profile created by DfE on each Prime Contractor, taking into account the information set out in these Funding Rules.
Services Start Date	1 October 2022
Target Customer Volumes	Means the target number of Customers which the Prime Contractor is required to engage with, as evidenced by their inclusion on the Prime Contractor's CRM system as notified by the Prime Contractor to DfE from time to time, as such target Customer volumes are set out in Schedule 6 to the Terms and Conditions.
Termination Date	Means any date on which this Contract terminates in accordance with Terms and Conditions.
Terms and Conditions	Means the Terms and Conditions of the Contract.

Introduction

This document sets out the Funding Rules for the National Careers Service Community Based Contracts which will apply from 1 April 2023. The Funding Rules form part of the Terms and Conditions of the Contract between the Secretary of State for the Department of Education (DfE) and each Prime Contractor of the National Careers Service Community Based Service which receives funding from DfE.

The full set of requirements is outlined in the following suite of contractual documents (together the “Contract”):

- Contract Terms and Conditions and all Schedules and Appendices to them
- Funding Rules
- Code of Connection

[Part A](#) of this Funding Rules document sets out the requirements which Prime Contractors and Sub-Contractors (and any other organisation in receipt of this funding) are contractually obliged to meet in order to receive funding.

[Part B](#) of this Funding Rules document sets out the performance management requirements and continued funding arrangements for the community based contracts will be informed by expenditure levels against the agreed National Profiles and delivery of the annual National Targets.

DfE reserves the right to update the Funding Rules in the manner set out within [Part C](#) of the Funding Rules and in accordance with the Terms and Conditions.

Part A – Requirements for funding

Section 1 - General funding rules

Principles of funding

This Funding Rules document provides mandatory requirements to ensure public funding is protected in a proportionate way. Prime Contractors must operate within the terms of the Contract including the Funding Rules. If the Prime Contractor fails to comply with the Funding Rules, the Prime Contractor will be in breach of contract with DfE. DfE will take action as set out in the Contract.

This section sets out the principles behind the Funding Rules that apply to the delivery of the Community Based Services forming part of the National Careers Service funded by DfE.

1. The funding system for the National Careers Service is aimed at supporting Customers (as defined below) to achieve positive Outcomes (as defined below) through the delivery of high-quality careers information advice and guidance using the most appropriate mix of delivery methods and channels to provide a tailored service to meet customer needs.
2. Prime Contractors must only claim funding for Customers assessed as eligible for funding in accordance with paragraph 3 below (Eligible Customers).
3. To be an Eligible Customer, at the point of interaction with a Prime Contractor a Customer must be:
 - 3.1. aged 19 or older or aged 18 and not in education, employment or training; and
 - 3.2. living or working in England.
4. The Prime Contractor must ensure that all Customers for whom funding is sought have Customer Files as described below.
5. Where Government Departments, such as Department for Work and Pensions (DWP), or Ministry of Justice (MoJ) or funding programmes such as Adult Education Budget (AEB), or UK Shared Prosperity Fund are providing a service to, or funding a Customer being supported by the National Careers Service, there must not be any duplication of funding and;
 - 5.1. there must be evidence that there has been a significant and additional contribution from the National Careers Service and;

5.2. the added value from the National Careers Service must be demonstrable.

6. Prime Contractors may be asked to explain the added value where 2 sources of Government funding have been utilised to support a Customer.

Service fee

7. A Service Fee up to the value of 33% of total contract value for the year, will be paid monthly to the Prime Contractor.

8. In order to attract the Service Fee payment, Prime Contractors must continually comply with the Mandatory Requirements set out in Part C of the Specification. Compliance with these requirements will be reviewed as part of quarterly performance reviews. Service Fee payments will be subject to performance against the Key Performance Indicators set out in Schedule 14 of the Contract (and set out in Appendix 2) with reductions in payments for underperformance against the measures set out. This will be discussed in the Performance Management Point review meetings, as will evidence that the roles, responsibilities and activities set out in the Specification Document are undertaken by the Prime Contractor Careers Adviser. The process for Prime Contractors to report against the Service Fee is outlined in [Appendix 3](#).

9. Service Fee payments will be a flat monthly rate which will be a % of the total Service Fee for each Financial Year (as detailed in Schedule 6 of the Contract).

10. The Telephone/Webchat (including email and post) Channel is not funded on outcomes, but via the Service Fee.

Funding rates

11. The remaining funding is available to be earned by the Prime Contractor for the achievement of Outcomes. The unit price for each of the Outcomes is set out in the table below:

Outcome	Priority Group Customer	Non-Priority Group Customer
Career Management (CMO)	Up to £55, as specified in the Contract	£15
Learning Outcome (LO)	£60	£20
Job Outcome (JO)	£90	£32

Table 1: Outcome payment funding rates

12. The unit price for the Priority Group Career Management Outcome will be that specified in the individual Prime Contractor's contract.

13. These unit prices have been calculated to include inflation during the Contract Period and are fixed for the Contract Period, unless changed in accordance with Part C of these Funding Rules. For the avoidance of doubt, these unit prices will not be increased to reflect inflationary rate rises during the Contract Period.

14. As a part of the tender process, Prime Contractors were asked to submit 2 prices for Career Management Outcomes (CMO) - a base price and a volume discount price. The volume discount price will apply to all CMOs claimed above the ceiling of 80% of forecast volumes for each contract year. Volume forecasts will be made by Prime Contractors and agreed by DfE as a part of the tender process. There will be the opportunity for forecasts to be revised as part of Performance Management.

Customers

15. The definition of a Customer is described in Appendix 1 to the Funding Rules.

16. For Eligible Customers Prime Contractors can earn the following Outcomes:

16.1. one Career Management Outcome.

16.2. one Job Outcome.

16.3. one Learning Outcome.

17. One of each Outcome can be claimed for an Eligible Customer within a 12 month period that starts on the date that the session was held that resulted in the production of a Careers and Skills Action Plan for the Customer.

18. It is expected that the Outcome sequence will be as detailed in paragraph 16.1-16.3 above, with a Job or Learning Outcome following in any order.
19. Prime Contractors must evidence and claim a Career Management Outcome before a Job or Learning Outcome can be claimed for that Customer.
20. On expiry of the 12-month period that started on the date that the session was held that resulted in the production of a Careers and Skills Action Plan for the Customer, a Customer is considered a new Customer and is eligible for another 3 Outcomes.
21. A new Careers and Skills Action Plan must be created for the Customer's new 12-month period and no further Outcomes can be claimed against the previous Careers and Skills Action Plan.

Customer files

22. Requirements for Customer Files are detailed in Appendix 1 to the Funding Rules.
23. Prime Contractors must record the achievement and claim of a Career Management Outcome and Job and/or Learning Outcomes for each Customer, as appropriate, on the individual's Customer Files.
24. This record provides evidence to DfE that a Customer for whom funding has been claimed exists and details the Outcomes achieved.

Evidence

The purpose of collecting evidence is to assure DfE that Prime Contractors have delivered the Services in accordance with the terms of the Contract. DfE will examine evidence used to support funding to ensure compliance.

Insufficient evidence to support an Outcome will put Prime Contractors funding for that Outcome at risk.

The main principles of providing evidence

25. Prime Contractors must hold evidence:
 - 25.1. that the Customer is eligible for funding at the rate claimed i.e. as a Priority Group Customer or as a Non-Priority Group Customer (as defined below).
 - 25.2. that the careers advice activity has taken place; and
 - 25.3. that proves that a Customer has achieved each Outcome for which the Prime Contractor makes a claim.

Confirmation and signatures

26. The Prime Contractor can hold evidence in an electronic format. This includes retaining information (including but not limited to signatures) on electronic platforms and in scanned format.
27. When Prime Contractors collect a Customer's signature, DfE accept that it may be handwritten, in electronic format, or both.
28. Voice recordings and transcripts are acceptable as evidence for all Outcomes, provided that the Customer's identity is verified during the call or interaction.
29. Prime Contractors should ensure that they receive confirmation from the customer of their acceptance to the evidence. All evidence collected should ensure that the customer can be identified.
30. The full signature and details of the adviser should also be captured.
31. The Prime Contractor is responsible for making the evidence readily available to DfE when required.

Section 2 – priority groups

DfE wants to ensure that additional support is devoted to achieving Outcomes for those Customers in Priority Groups. Therefore, the funding policy enables Prime Contractors to earn higher rates for Customers in Priority Groups.

A Customer in a Priority Group is considered to require additional assistance, advice and funding to meet Outcomes regarding skills and employment.

32. When claiming an Outcome, Prime Contractors must indicate on the Customer Files whether a Customer is a Priority Group Customer or a Non-Priority Group Customer at the time when the advice was received.
33. In order to be defined as being in a Priority Group i.e. as being a Priority Group Customer, a Customer must fall within at least one of the Priority Groups, as defined in Appendix 1 to the Funding Rules.
34. The evidence to determine which Priority Group a Customer falls into will be on the basis of a self-declaration.
35. Where a Customer moves into a Priority Group during the 12-month period that starts on the date that the session was held that resulted in the production of a Careers and Skills Action Plan for the Customer, and the Customer self-declares this change, Prime Contractors may claim the higher funding rate from the date of self-declaration for any new Outcomes achieved.
36. Prime Contractors cannot claim higher funding rates retrospectively for Outcomes claimed previously for that Customer as a Non-Priority Group Customer.

Section 3 – outcomes

The funding model for the National Careers Service is aimed at ensuring Prime Contractors (and Sub Contractors) support Customers to achieve positive Outcomes and deliver a high-quality service using the most appropriate mix of delivery methods and channels to meet Customers' needs.

Prime Contractors can earn up to 3 separate payments within a 12-month period for each Eligible Customer for each of the Outcomes (13 months in the case of Job outcomes).

37. Outcomes should be recorded as follows:

37.1. Outcome Achieved Date – the date the Customer attained that outcome;
and

37.2. Outcome Effective Date – the date that the Outcome was evidenced by the Prime Contractor.

Career management outcomes

38. Career Management Outcomes are made up of 2 elements:

38.1. Customer Satisfaction

38.2. Career Management

39. Prime Contractors are required to demonstrate evidence that both of these elements have been met in full in order to claim a Career Management Outcome

(a) Customer satisfaction

40. Customer Satisfaction is defined as: “the confirmation of delivery of high-quality, impartial careers information, advice and guidance that provides the Customer with relevant information and clear steps to advance personal career planning and development.”

41. Customers should always receive advice and guidance in line with the National Careers Service Customer Charter.

42. Customer Satisfaction has 2 elements:

42.1. the acceptance of the Careers and Skills Action Plan by the Customer.

42.2. and the satisfaction element with the service provided to the Customer.

43. To evidence Customer Satisfaction, Prime Contractors must demonstrate that the Customer has received:

43.1. a high-quality service that has provided the Customer with advice that is relevant to their individual circumstances; and

43.2. a Careers and Skills Action Plan that contains clearly identified next steps and is accepted by the Customer.

44. Acceptance of the Careers and Skills Action Plan must be confirmed by the Customer

45. The method of acceptance of the Careers and Skills Action Plan will depend on the method in which the Careers and Skills Action Plan is delivered. Methods of acceptance of the Careers and Skills Action Plan by the Customer may include:

45.1. Setting the indicator to 'accepted' using the digital service.

45.2. Customer signature on a hard copy Careers and Skills Action Plan.

45.3. Voice recording or transcript of the Customer confirming acceptance of the Careers and Skills Action Plan.

45.4. Email from the customer confirming acceptance of the Careers and Skills Action Plan.

45.5. Text message from the Customer confirming acceptance of the Careers and Skills Action Plan.

46. The satisfaction element must be collected separately from the advice session to ensure the Customer can provide their feedback freely.

47. Customers should be given the option to declare if they were satisfied or not satisfied with the service provided to them. This can be done as a 'yes' or 'no' answer within the Careers and Skills Action Plan.

48. In addition, in order to monitor service performance, Prime Contractors should also ask Customers to agree or disagree with the following statements when collecting the satisfaction element:

48.1. The support was relevant to his/her needs and his/her expectations were met in line with the agreed service offer.

48.2. The next steps were agreed, understood and reflect how the expressed needs will be addressed.

48.3. The Customer's needs outlined at the start of the interaction have been recorded.

- 48.4. The Customer understood how they can access the service and get further support.
- 48.5. The options available to the Customer were understood.
- 48.6. The appointment was on time.
- 48.7. The location was suitable.
- 48.8. The channel of delivery was appropriate to the Customer's needs.
- 48.9. The Customer is aware of, and has been provided with, information on how they can access further ongoing support.

49. This information should be collated and made available to the DfE upon request in electronic format.

(b) Career management

50. Career Management is defined as: "careers information, advice and guidance that supports Customers to understand the value and importance of career management and the value of improving their skills as a lifelong activity and encourages the Customer to develop the skills, confidence, resilience and resourcefulness to manage their careers independently throughout their lives."

51. Career Management must be relevant to the specific individual needs of the Customer. Prime Contractors must identify career management activities for Customers to undertake in the Careers and Skills Action Plan. If group activities, workshops or learning are available, Customers should be recommended to take part only if it will be of genuine benefit to their individual circumstances.

52. For the purpose of the Funding Rules, career management activity is classified as digital and non-digital activity.

53. To evidence Career Management, Prime Contractors must demonstrate that the Customer is actively managing their career as a result of the interaction received with a National Careers Service adviser.

54. Prime Contractors must demonstrate that Customers have carried out at least 2 career management activities, at least one of which must be digital activity.

55. Digital activities must include one or more of the following by the Customer:

- 55.1. Use of the tools available on the National Careers Service digital service such as Skills Assessments or Find a Course
- 55.2. Use of the resources available on the National Careers Service digital service such as Explore Careers or Help to get a job.

- 55.3. Applying for or enrolling on a course online which is either accredited or has a vocational focus that is relevant to the Customer's needs, including a traineeship.
- 55.4. Creating, updating or tailoring their CV.
- 55.5. Applying for an apprenticeship using Find an Apprenticeship or uploading a CV to Find a Job or any other relevant job sites.
- 55.6. Use of other digital programmes or tools, that are relevant to the Customer's career management needs; or
- 55.7. The use of social media or professional online networks to evidence career management or to build and expand their own professional identity.
- 55.8. Non-digital activities must include one or more of the following by the Customer:
- 55.9. Attending a careers workshop or event that is relevant to specific individual needs.
- 55.10. Applying for a course offline which is either accredited or has a vocational focus that is relevant to the Customer's needs.
- 55.11. Undertaking regular voluntary work or work experience that is relevant to individual needs and career aspirations; or
- 55.12. Creating, updating or tailoring their CV.

Evidence required

56. In order to evidence a valid claim for a Career Management Outcome Prime Contractors must retain evidence of:
 - 56.1. A copy of the Careers and Skills Action Plan produced for the Customer; and
 - 56.2. Evidence proving that the Careers and Skills Action Plan has been accepted by the Customer by one of the methods listed at paragraph 45 above. Where the Customer uses the digital service to confirm acceptance of the Careers and Skills Action Plan, Prime Contractors are not required to retain evidence of acceptance.
 - 56.3. Separate evidence of at least 2 career management activities undertaken by the Customer, at least one of which must be a digital activity.
57. Evidence of digital activity must include:

- 57.1. the output of the digital activities undertaken such as:
 - 57.1.1 Copy of CV
 - 57.1.2 Confirmation of online application, or enrolment, or
 - 57.1.3 Activity or tool results; and
- 57.2. Confirmation from the Customer of the activities undertaken which may take the format of:
 - 57.2.1 Customer signature on a declaration form,
 - 57.2.2 Voice recording or transcript of the Customer,
 - 57.2.3 Email confirmation from the Customer, or
 - 57.2.4 Text message confirmation from the Customer.

58. Outputs alone, such as screenshots, are not sufficient evidence of digital activity undertaken.

59. A Customer confirmation alone is acceptable as a minimum in circumstances where there is a genuine reason for being unable to collect outputs. The reasons for not being able to collect outputs must be clearly recorded on the confirmation form and this must be considered the exception to the rule.

60. On occasions where the Customer uses the National Careers Service digital service to undertake digital activity, the Prime Contractor is not required to retain further evidence or confirmation.

61. Evidence of non-digital activity must include:

- 61.1. Written or electronic evidence from the place where a Customer undertakes voluntary work.
- 61.2. Written or electronic confirmation from the learning establishment or a signed learning agreement where a Customer has applied for or enrolled on a course.
- 61.3. A copy of a CV; or
- 61.4. A list of attendees on a headed document complete with date and title of the workshop/session where a Customer has attended a group session or workshop. This document must be appropriately branded and must contain the name and signature of participants that attended. Lists of attendees should, where possible, be uniform across the Area. The details of

attendees for whom no claim is being made should either not be captured or else obscured.

62. Where a Customer has created or updated a CV, confirmation from the Customer that they were responsible for it is required, which may take the format of:

- 62.1. Customer signature on a declaration form,
- 62.2. Voice recording or transcript of the Customer,
- 62.3. Email confirmation from the Customer, or
- 62.4. Text message confirmation from the Customer.

63. Outputs alone are not sufficient evidence of the activity undertaken. Confirmation from the Customer of the activities undertaken must also be provided.

64. A Customer declaration alone is acceptable as a minimum in circumstances where there is a genuine reason for being unable to collect outputs. The reasons for not being able to collect outputs must be clearly recorded on the confirmation form and this must be considered the exception to the rule.

Jobs and learning outcomes

65. The ultimate aim of careers information, advice and guidance is to support Customers to progress into appropriate learning and work relevant to individual needs and circumstances. A Job or Learning Outcome is defined as: “progress made in a Customer’s learning or working life. It may constitute starting a formal learning programme, or completing an accredited course, starting a job or securing a promotion.”

66. A customer may achieve both a Job and a Learning Outcome and Prime Contractors may claim both these outcomes.

67. There are 3 sub-elements to a Job or Learning Outcome, and these are:

- 67.1. sustainable employment
- 67.2. accredited learning
- 67.3. career progression

68. A Job or Learning Outcome must be recorded under the relevant sub-element.

69. Prime Contractors should record all Job and Learning Outcomes achieved by a Customer. This is regardless of whether a claim has already been claimed for a Customer in respect of that Outcome, to ensure the positive impact of the National Careers Service is accurately reported.

70. Job and Learning outcomes can each be claimed independently and as such must be evidenced separately.

71. To achieve a Job Outcome further to a Learning Outcome, new job specific interaction(s) with the customer must have been undertaken and evidenced. Activities prior to achieving a Learning Outcome cannot then be used to evidence a Job Outcome.

72. To achieve a Learning Outcome further to a Job Outcome, new learning specific interaction(s) with the customer must have been undertaken and evidenced. Activities prior to achieving a Job Outcome cannot then be used to evidence a Learning Outcome.

Learning outcomes

73. In order to earn a Learning Outcome, the Customer must have attended one learning or training course (which could include traineeships, providing the course(s) started as part of the traineeship meet(s) the required criteria set out in this paragraph) that:

- 73.1. Is clearly appropriate to the Customers personal situation and the activity agreed in the Careers and Skills Action Plan; and
- 73.2. Delivers a qualification or certification that is listed on the OFQUAL register **and** is accredited by an education institution that is officially recognised in the UK; or
- 73.3. Is an academic course or learning opportunity that is provided, endorsed, or accredited by a recognised academic organisation¹ within the UK; or
- 73.4. Is a professional course or learning opportunity provided by a recognised established professional organisation within the UK,

74. A Learning Outcome can be claimed at the start of the attendance of the accredited learning. If the duration of learning is between one and 6 hours the course must be completed before the outcome can be claimed.

75. Referral onto a Skills Bootcamp (free, flexible courses of up to 16 weeks for adults aged 19 or over and who are either in work, self-employed, recently unemployed or returning to work after a break) can be claimed as a Learning Outcome. Claimable outcomes can only be made if a customer fulfils the entry requirements for the Skills Bootcamp.

76. A Learning Outcome cannot be claimed in the following circumstances,

¹ <https://register.ofqual.gov.uk/>

76.1. For any training or qualification that is linked to statutory employer requirements and/or is linked to a licence to practice². With the exception of:

76.2. forklift truck

76.3. food hygiene

76.4. health and safety

76.5. security guarding, door supervision and CCTV operations (public space surveillance), needed to obtain a Security Industry Authority (SIA) licence

76.6. CCNSG Site Safety Passport

77. Learning or courses that are related to the following activities:

77.1. Inductions for college, or for other learning and training

77.2. CV writing

77.3. Job search activities

77.4. Participating in interviews or interview skills

77.5. Study skills

77.6. Activity related solely to confidence, motivation and resilience building.

78. A Learning Outcome can only be claimed for the following if it clearly meets the requirements of paragraph 73.

78.1. Employability skills

78.2. Digital literacy or basic IT courses, such as learning to use computers or the internet.

Evidence required

79. Prime Contractors should ensure that they maintain contact with the Customer to provide support as required through their engagement with the service.

² We define licence to practise as a legal (or statutory) requirement for people with a specific occupation to have a licence, which confirms that the licence holder meets prescribed standards of knowledge and skills. This includes situations where it is unlawful to carry out a specific range of activities for pay, without first having obtained a licence.

80. Additionally, where a Job Outcome has already been claimed, the Prime Contractor must provide evidence that further interventions with the customer have taken place that have supported and assisted with their progression towards a learning opportunity.

81. These interventions must be specifically related to the customer attending a learning opportunity and focus on activities to assist customers with their learning, taking account of paragraph 73.

82. DfE will require evidence of one or more of the following for Learning Outcomes:

82.1. A signed self-declaration form, email, text message, voice recording or transcript directly from the Customer confirming that they are in learning and meet the requirements of paragraph 73 as stated above which must include the learning provider's name and address and full details of the learning undertaken.

83. If the Customer is unable or unwilling to provide evidence themselves, then the following is acceptable:

83.1. Documentary evidence or learning agreement for a Customer entering learning/skills training from the provider and/or employer; or

83.2. An official certificate from the organisation providing the learning/skills training that shows the Customer has started or completed the learning/skills training in accordance with paragraph 73.

84. When a Customer has a Unique Learner Number against their Customer Files, evidence of learning will be taken automatically from the learner record service and no further evidence is required (When such a facility exists within the Agency's Data Sharing Service).

Job outcomes

85. In order to earn a Job Outcome, the Customer must have secured employment or an apprenticeship that is at least 16 hours a week for a minimum of 4 consecutive weeks or demonstrated career progression.

86. Career progression is classed as:

86.1. an increase in earnings (excluding standard across-the-board increases as a result of general, inflation-linked, incremental or spinal pay awards);

86.2. progression at work via promotion and/or increased responsibilities; or

86.3. undertaking a career change.

87. The minimum of 16 hours a week employment can consist of more than one job.

88. A Job Outcome cannot be claimed until 4 weeks after the start of the employment or the start date of the promotion.

89. To allow for this 4-week lead time, a Job Outcome can be claimed up to 13 months after the first outcome.

Evidence required

90. Prime Contractors should ensure that they maintain contact with the Customer to provide support as required through their engagement with the service.

91. In order to evidence a valid claim for a Job Outcome, Prime Contractors should ensure that there is follow up interaction between careers advisers and Customers, and that Customers provide evidence of a Job Outcome themselves wherever possible.

92. Additionally, where a Learning Outcome has already been claimed, the Prime Contractor must provide evidence that further interventions with the customer have taken place that have supported and assisted with their progression into employment.

93. These interventions must be specifically related to the customer moving into work and focus on activities such as the following,:

93.1. Job search activities

93.2. Job application activities

93.3. Interview preparation or interview skills

94. DfE will require evidence of one or more of the following for Job Outcomes:

94.1. A signed self-declaration form, email, text message, voice recording or a transcript directly from the Customer confirming that they are in work and meet the minimum requirements as stated above which must include the employer's name and address,

94.2. If the Customer is unwilling or unable to provide evidence themselves, documentary evidence/correspondence from the employer of a Customer securing sustainable employment or on promotion.

Adviser declaration forms

95. Every effort must be made to collect all of the evidence of the Outcome achieved. Where it is not possible to collect evidence for a Job or Learning Outcome then the Prime Contractor must complete and retain a follow up form.

96. The follow-up form must:

- 96.1. Contain the details of the Outcome achieved such as place of employment or learning;
- 96.2. For a Learning Outcome this includes the full title of the learning undertaken, including the qualification type and level.
- 96.3. Clearly detail how the member of staff responsible evidenced the Outcome to be claimed; and
- 96.4. Include the name and signature of the staff member responsible for the claim.

97. Failure to provide sufficient information regarding how the outcome was evidenced may make it ineligible as part of the contractual audit process.

98. To support this process, the Prime Contractor must document the organisation's approach to follow-up interaction and the associated processes and provide this information annually. The Prime Contractor must provide a copy of the declaration to DfE at the beginning of each financial year.

Part B – performance management

General performance management rules

99. This Part B - Performance Management covers the whole of the Contract Year 2, 1 April 2023 - 31 March 2024. This Part B will be updated annually subject to consultation with Prime Contractors. Prime Contractors will be provided with an updated 'Part B – Performance Management' prior to the start of each subsequent Contract Year.

100. Performance discussions may occur monthly, and a formal performance review will take place at the Performance Management Points with consideration given to over- or under-performance and recommendations made by exception on Contract adjustments.

101. Where Prime Contractors are found not to meet the requirements of the Contract, including meeting Key Performance Indicators, the National Targets and the Target Customer Volumes, performance management interventions may be initiated by DfE.

102. Performance management will be informed by, but not limited to:

- monthly, quarterly and annual performance monitoring against agreed National Profiles, agreed National Targets and Target Customer Volumes.
- regular performance assessments against contribution to agreed whole-service KPIs introduced in accordance with the Specification.
- financial health, management and control mechanisms.
- Ofsted inspection outcomes.
- achievement and retention of Matrix Standard accreditation.
- compliance with changing Government policy.
- partnership activity as referenced in the Specification.
- risk management, via a monthly submitted risk register.
- performance against Key Performance Indicators and/or service level agreements; and
- data quality and security requirements as set out in the Funding Rules and the Terms and Conditions.

103. DfE also maintains a risk register of Prime Contractors which takes into account the elements below to generate a Risk Profile. This Risk Profile may be used to inform funding decisions in accordance with the Terms and Conditions.

104. The elements of the Risk Profile are as follows:

104.1. Performance: performance against National Profiles – a combination of overall financial performance and the Jobs and Learning Outcome National Target achievement

104.2. Quality - measured by Ofsted Grade, the sub measures are:

- Overall satisfaction with the service provided.
- Usefulness of the Careers and Skills Action Plan received.
- Whether a Customer would recommend the service.
- Whether the Customer has had any form of progression in work since their session; and
- Whether the Customer progressed in/into employment since the session.

104.3. An "overall" percentage is taken as an average of all 5 quality measures. This figure is then adjusted by the Ofsted rating.

105. Financial - based on the:

105.1. Prime Contractor's reliance on the National Careers Service Contract as a percentage of their total income; and on the financial health assessment that DfE Provider Risk and Assurance function carry out each year on the Prime Contractor's published accounts. This measures an organisation's financial status in terms of current financial performance and ability to meet ongoing financial commitments. Further information on this [assessment can be found on GOV.UK](#).

106. The Maximum Contract Value (MCV) for the Contract Year from 1 October 2022 and subsequent Contract Years will be adjusted by a performance factor based on the Prime Contractor's performance against the factors listed in paragraph 102 in the previous Contract Year (taking into account data provided at the last Performance Management Point in that Contract Year). The Maximum Contract Value will be notified to the Prime Contractor in accordance with the Terms and Conditions.

The performance management process

107. Expenditure levels: actual earnings will be monitored against agreed percentages of the Maximum Contract Value to be delivered in each month for each Outcome (the National Profiles).

108. The National Profiles from 1 April 2023 are set out in Appendix 2 to these Funding Rules.

109. Annual National Targets: volumes of each Outcome claimed by a Prime Contractor in each Area will be monitored as a percentage of the total Customers seen in that Area and performance managed against the agreed targets outlined below.

110. Total Customers are, for the purposes of these Performance Management rules, the total number of customers who are entered onto DSS (Data Sharing Service) as having an Action Plan.

111. The National Targets for 2023-24 are:

Outcomes	Career Management Outcome	Jobs or Learning Outcome
Target (as a percentage of total Customers)	95%	45%

Table 2: National Targets 2023 - 2024

Career management outcomes

112. The Career Management Outcome National Target is set at 95% of customer numbers.

Jobs or learning outcomes

113. The National Target for Jobs or Learning Outcomes is 45% of customer numbers in all quarters. The Jobs or Learning Outcome is now split into; Jobs Outcomes (Sustainable Employment or Career progression - JOs) and Learning Outcomes (LOs). The 45% Jobs or Learning Outcomes target is made by addition of all Jobs Outcomes and all Learning Outcomes, divided by the number of customers. Whilst no specific target exists for JOs and LOs individually, for forecasting purposes 25% of customers gaining an LO and 20% of customers gaining a JO is used.

114. There is flexibility of expenditure levels between Career Management Outcome and Jobs and Learning Outcome budgets, however, additional Career Management Outcomes should not be delivered at the detriment of delivery against Jobs or Learning

Outcomes. DfE expects delivery of Jobs or Learning Outcomes to continue to increase in support of the annual National Target.

National profiles – tolerance

115. When reviewing Prime Contractor performance against National Profiles DfE will apply an annual tolerance. To support flexibility of delivery and to maximize spend the tolerance is varied across the year and is set as follows:

- Plus or minus 7% at PMP 1 2023-2024
- Plus or minus 5% at PMP 2 2023-2024
- Plus or minus 3% at PMP 3 2023-2024, and
- Zero tolerance at year end 2023-2024

116. DfE may at its sole discretion pay for Outcomes where spend is over tolerance.

117. A RAG rating will be applied to delivery against agreed National Profiles as detailed below.

RAG Rating	Career Management Outcome	Jobs and Learning Outcome
Red	Under-performance outside of tolerance Reduction to agreed MCV	Under-performance outside of tolerance Reduction to agreed MCV
Green	Performance is in tolerance No change	Performance is in tolerance No change
Amber	Over-performance outside of tolerance Potential application for growth to agreed MCV	Over-performance outside of tolerance Potential application for growth to agreed MCV

Table 3: RAG rating explanation

Request for growth

118. Where overall performance (expenditure against agreed National Profiles and delivery of the National Targets) indicates potential for an increase in MCV, Prime Contractors will be invited to complete a growth request template (subject to budget affordability). Growth requests will not be considered for Career Management Outcomes alone, requests will also need to include additional Jobs or Learning Outcomes and the National Target percentage must be maintained or exceeded.

119. Request for growth will also take into consideration quality indicators such as Ofsted grades, retention of Matrix Standard, Quality reports and DfE risk rating of Prime Contractors.

Reduction in maximum contract value (MCV)

120. Where performance indicates that a reduction in MCV could be applied this will be discussed with the Prime Contractor following the process set out in the table at paragraph 130.

121. Changes to MCV will be informed by performance to date at Performance Management Points and a forecast position for the remainder of the Contract Year in accordance with the process set out in the table at paragraph 130 below. For those areas where performance to date is below the lower tolerance figure, the difference will be used to determine the amount of the reduction, forward projections and any further possible reductions.

122. Where a Maximum Contract Value is reduced, the forecasted profiles going forward will be reduced also (outcomes only). For the avoidance of doubt, volume-based discounts will then apply above 80% of the reduced forecast.

Where a revised MCV is agreed

123. This will be notified in writing to allow the Prime Contractor to adjust their delivery as soon as possible.

124. Forward Profiles (outcomes only) for the Prime Contractor in the relevant Area to replace the current National Profiles will be revised to reflect increased / decreased volume of Customers and Outcomes.

125. Contract variations will be issued to confirm adjusted MCV.

126. In normal circumstances, when the Career Management Outcome (CMO) level reaches 80% the CMO payment rate reduces to the discount rate for the remaining 20% as agreed during procurement. Where a revised Maximum Contract Value (MCV) is agreed for growth or reduction at the Performance Management Points, this will affect the CMO MCV and the 80/20% split.

127. An increase in MCV because of a growth case:

127.1. Where there is a request for growth this will affect the 80/20% funding level split of the funding for CMOs.

127.2. In the case where the CMO level is above 80% of the total CMO outcomes at the time of a contract variation, because of a growth case, the 20% discounted payments for CMO will be affected and paid retrospectively at the 80% non-discounted higher rate. Any payments made at the lower 20% discount level that should now be paid at the 80% rate will be reimbursed at the following month end after the signed date on the contract variation.

127.3. Example: Total CMO Value = 100 outcomes.

- At the PMP the actual CMO delivery was 90 outcomes (80 outcomes paid at the higher rate and 10 outcomes paid at the discount rate). The Prime contractor will be putting in a growth case because of over performance.
- The Growth case increased the total CMO to 120 from 100 outcomes.
- With the additional growth the 80% split would increase from 80 outcomes to 100 outcomes (80% of 120).
- Therefore the 10 CMOs already paid at the discounted rate as mentioned in the paragraph above would now be paid at the 80% higher rate retrospectively at the following month end after the signed date on the contract variation.

128. A reduction in MCV due to poor performance:

128.1. The 80/20% CMO funding split is also affected if a contract reduction resulting from under delivery is put in place to reduce the MCV. Where a reduction in MCV is put in place this will reduce the 80/20% split. Taking this on board the lower 80% split may result in some payments made at the higher 80% rate which now has to be paid at the lower 20% discounted rate. This will be reconciled at the following month end after the signed date on the variation.

128.2. Example: Total CMO Value = 100 outcomes.

- At the PMP the actual CMO delivery was 70 outcomes (70 outcomes paid at the higher rate).
- As a result of the under delivery the contract was reduced to 80 CMOs from 100 CMO's.

- With the contract reduction the 80% split would reduce from 80 outcomes to 64 outcomes.
- Therefore the 6 outcomes (70 minus 64) already paid at the higher rate would now be paid at the 20% discount rate retrospectively at the following month end after the signed date on the contract variation.

Performance management points for 2023-2024

129. The table below sets out the proposed performance management process.

130. There are three Performance Management Points within the year, as detailed in the table below. At each PMP, DfE will perform a formal performance management review in accordance with these Funding Rules, taking into account data provided at the Performance Management Point for the period from the start of the Contract Year to the Performance Management Point.

131. For the avoidance of doubt there is no Performance Management Point at year end.

Performance Management Point	PMP 1	PMP 2	PMP 3
Date of delivery information using latest data	7 July 2023	6 October 2023	8 January 2024
Request for growth/potential for reduction	14 July 2023	13 October 2023	17 January 2024
Moderation and review	21 July 2023	20 October 2023	24 January 2024
Sign off	28 July 2023	27 October 2023	31 January 2024
Informing prime contractors of the outcome of the performance management process, by exception	August 2023	November 2023	February 2024

Table 4: Performance Management Points Timetable 2023 - 2024

Part C – changes to the funding rules

132. DfE reserves the right to make changes to the unit price for each Outcome save that the total payment available in respect of each Customer will not be reduced.

133. DfE reserves the right to make changes to the Maximum Contract Value:

133.1. in accordance with Clause 14.3.1 of the Terms and Conditions; and

133.2. where specified in Part B of the Funding Rules.

134. DfE reserves the right, subject to prior consultation with the Prime Contractor, to make changes to:

134.1. any Outcome Funding Caps that are in place.

134.2. the National Targets; and/or

134.3. the National Profiles,

134.4. in order to achieve its objectives in each particular Area.

135. DfE reserves the right to make minor changes to these Funding Rules, such as (but not limited to) minor changes to the evidence requirements.

Appendix 1 to the funding rules

Customers of the National Careers Service

136. Prime Contractors must offer information, advice and guidance services to people requesting them.

137. For the purpose of these Funding Rules, a Customer is an adult aged 19 or over (or aged 18 for those who are not in education employment or training) that receives a service from the Prime Contractor, regardless of the type of service.

138. A record of all services provided to Customers must be kept by Prime Contractors, to enable accurate measurement of the performance of the National Careers Service.

139. A specific definition of a customer exists for Performance Management purposes, as defined in the Performance Management rules section above.

Priority groups

140. All Customers in Priority Groups must be offered access to a local, one-to-one or group service.

141. The Priority Groups for the National Careers Service are as follows:

141.1. 18-24 year olds not in education, employment or training (NEETs);

141.2. Low-skilled adults without a Level 3 qualification.

141.3. Adults who have been unemployed for more than 12 months.

141.4. Single parents with at least one dependent child living in the same household.

141.5. Adults with special educational needs and/or disabilities; and

141.6. Adults aged 50 years and over who are unemployed or at demonstrable risk of unemployment.

142. DfE reserves the right to change the Priority Groups throughout the course of this contract.

Customer files

143. Prime Contractors must collect and store data about their Customers by creating electronic Customer Files on their customer relationship management systems.
144. Customer Files is defined as the mandatory data Prime Contractors must keep in order to:
 - 144.1. evidence claims and to meet audit requirements as set out in the Funding Rules.
 - 144.2. underpin integrated Customer journeys as specified in the Customer Data Service Code of Connection.
 - 144.3. provide management information data to DfE; and
 - 144.4. submit funding claims via the data collection system.
145. The National Careers Service Data Dictionary lists the information that must be entered onto a Customer Files.
146. Prime Contractors must capture enough information from Customers to be able to understand their situation and to provide them with a service that is personalised and appropriate to them. The information in the Customer Files must be confirmed as accurate by the Customer at the point it is captured.
147. In addition, Prime Contractors must record the achievement by the Customer and the claiming of a Career Management Outcome and Jobs and Learning Outcomes for each Customer, as appropriate, on their Customer Files.
148. Prime Contractors must make it clear on the Customer Files what evidence has been collected to support the funding claimed.
149. Where evidence is not saved on the Customer Files itself for operational reasons, it should be stored in an accessible format and be clear to whom the evidence relates.
150. Prime Contractors must update the Customer Files in a timely manner to maintain an accurate record of the Customer's individual situation and their interaction with the National Careers Service, in accordance with requirements of the Code of Connection.
151. Prime Contractors must ensure the identity of a Customer is verified beyond reasonable doubt before creating a Customer Files on their system. Prime Contractors can find further details on verification of an individual within GPG45. (CESG - Good Practice Guide No. 45 - Identity proofing and verification of an individual V2.4 Oct 2015.)

152. Prime Contractors must ensure they have authenticated an existing Customer returning to the service before they release any information held on the Customer. This may be achieved through challenge/response questions such as shared secrets.

153. Customers have the right to request that their records are removed from contractor and DfE systems and any such request should be actioned without undue delay.

The careers and skills action plan

154. Prime Contractors must produce a Careers and Skills Action Plan for all Customers for whom funding is sought.

155. Careers and Skills Action Plans must form an integral part of the guidance process and must include activities that support the achievement of the intended learning and work goals.

156. A completed Careers and Skills Action Plan must be provided to the Customer within 5 working days of the service taking place unless there are extenuating circumstances that prevent this from occurring.

157. Where a digital Careers and Skills Action Plan on the National Careers Service website is used, the customer must have access to this and be encouraged to use it to manage their career.

Contract monitoring and audit

158. The service is auditable by DfE as per Clause 14.5 of the Terms and Conditions.

Appendix 2 to the funding rules

159. **National profiles** – the percentage of the Maximum Contract Value for each Outcome to be delivered in each month.

Monthly % of full contract value	April 23	May 23	June 23	July 23	Aug 23	Sept 23	Oct 23	Nov 23	Dec 23	Jan 24	Feb 24	March 24	% of MCV to be applied to each outcome
Service Fee	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	25.0%
CMO	7.5%	8.0%	8.5%	8.0%	7.0%	9.0%	9.0%	8.5%	6.0%	9.0%	9.5%	10.0%	50.9%
LO/JO	7.5%	8.0%	8.5%	8.0%	7.0%	9.0%	9.0%	8.5%	6.0%	9.0%	9.5%	10.0%	24.1%

Table 5: National profiles 2023 - 2024

160. **Service fee payments** – Prime Contractors will attract the following payments as a monthly Service Fee for delivery of the Contract. The Service Fee will equate to up to a maximum of 33% of the Contract value for each Financial Year and be paid in line with the below profiles:

Service Fee	April 23	May 23	June 23	July 23	Aug 23	Sept 23	Oct 23	Nov 23	Dec 23	Jan 24	Feb 24	March 24	Total %
Service Fee	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	8.3%	100%

Table 6: Service fee payment profiles 2023 - 2024

Appendix 3 to the funding rules

Service fee payments

161. Service Fee Payments will be subject to achieving the Key Performance Indicators (KPIs) set out below, which will be measured monthly, after all data has been received at month end. The overall service fee % is based on the Maximum Contract Value for the whole contract year.

162. Following our reconciliation of the month end data, we will inform Prime Contractors on a monthly basis on the Service Fee to be invoiced for the previous month and details of any penalties that have been imposed.

163. Any Service Fee lost as a result of imposed penalties cannot be claimed at a later stage.

Service Level Performance Criterion	Key Indicator	Evidence Requirements	Service Level Performance Measure	Service Credit for Each Service Period	Evidence
1. Telephone reactive response rate	Inbound contacts answered within 2 minutes (from the point at which the call is answerable within the Prime Contractor's telephony system) versus total number of inbound contacts answered.	Prime Contractor to submit dataset monthly indicating % achieved.	>80%	1% of monthly Service Fee payment	MI04
2. Telephone abandonment rate	Inbound contacts who disconnected themselves before a first response from an adviser and after they had waited a minimum of 2 minutes (from the point at which the call is answerable within the Prime Contractor's telephony system) versus total inbound contacts offered.	Prime Contractor to submit dataset monthly indicating % achieved.	<5%	1% of monthly Service Fee payment	MI04

Service Level Performance Criterion	Key Indicator	Evidence Requirements	Service Level Performance Measure	Service Credit for Each Service Period	Evidence
3. Webchat reactive response rate	Inbound contacts answered within 4 minutes (from the point at which the customer clicks 'Contact an adviser' and is linked to their local Area) versus total number of inbound contacts answered.	Prime Contractor to submit dataset monthly indicating % achieved.	>75%	1% of monthly Service Fee payment	MI04
4. Webchat abandonment rate	Inbound contacts who disconnected themselves before a first response from an adviser and after they had waited a minimum of 4 minutes (from the point at which the customer clicks 'Contact an adviser' and is linked to their local Area) versus total inbound contacts offered.	Prime Contractor to submit dataset monthly indicating % achieved.	<10%	1% of monthly Service Fee payment	MI04
5. Email and voicemail response rate	Email requests from the National Careers Service website acknowledged by an adviser within 8 working hours with either a resolution or confirmation of further action to be taken versus total number of email requests for careers help from the National Careers Service website. % of voicemail contact requests responded to within 8 working hours versus total voicemail contact requests made	Prime Contractor to submit dataset monthly indicating requests responded to within timeframe and % achieved.	>95%	2% of monthly Service Fee payment	MI04

Service Level Performance Criterion	Key Indicator	Evidence Requirements	Service Level Performance Measure	Service Credit for Each Service Period	Evidence
6. Call-back request response rate	Call-back requests from the National Careers Service website responded to within the time period the Customer requested versus total 'Call-back requests' from the National Careers Service website.	Prime Contractor to submit dataset monthly indicating requests responded to within timeframe and % achieved.	>98%	N/A	MI04
7. Response to complaints	All customer complaints to the Prime Contractor will be acknowledged within 3 working days with a full response provided within 21 working days.	Log of customer complaints and timescales for acknowledgment and full response (with details of the complaint and responses provided) provided on a monthly basis.	>85%	2% of monthly Service Fee payment	Complaints Log
8. Marketing and communications	<p>Prime Contractors should submit a monthly forward look and evaluation of marketing and communications activity measured against designated metrics (detailed by DfE) and marketing strategy.</p> <p>Prime Contractors will also be required to produce and submit their own quarterly local marketing strategy.</p>	<p>Provision of a monthly forward look and evaluation of marketing and communications activity as detailed in line with the timescales set out.</p> <p>Provision of a quarterly marketing strategy 2 weeks prior to the start of each Quarter.</p>	100%	2% of monthly Service Fee payment	-

Service Level Performance Criterion	Key Indicator	Evidence Requirements	Service Level Performance Measure	Service Credit for Each Service Period	Evidence
9. Submission of monthly reporting	Prime Contractors to submit their monthly reports within agreed timescales.	Number of reports correctly submitted within agreed timescales each month.	>80%	2% of monthly Service Fee payment	MI01 MI04 Volumes and Costs Customer Satisfaction Customer samples
10. Customer satisfaction	% of Careers and Skills Action Plans completed each month on which the Customer has indicated they are satisfied with the service they have received.	Number of Careers and Skills Action Plans completed each month and number of those on which the Customer has indicated they are satisfied.	>95%	2% of monthly Service Fee payment	DSS

Table 7: Service fee key performance indicators

Report	Frequency of Submission	Deadline for Submission	Returns to:
MI01	Monthly	8 th working day	Returns@education.gov.uk">NationalCareersService>Returns@education.gov.uk
MI04	Monthly	8 th working day	Returns@education.gov.uk">NationalCareersService>Returns@education.gov.uk
% of CSAP Satisfied Customers	Monthly	4pm on the 5 th working day	Not applicable
Customer Satisfaction Customer Samples	Monthly	8 th working day	Galaxkey
Marketing and Communications Forward Look	Monthly	4pm on the 5 th working day	National Careers Service Communications Team
Marketing and Communications Strategy	Quarterly, in June, September, December, and March	10 th working day	National Careers Service Communications Team
Volumes and Costs Return	Quarterly, in July, October, January, and April	11 th working day	Returns@education.gov.uk">NationalCareersService>Returns@education.gov.uk
Complaints	Ad hoc	4pm on the 5 th working day	-

Table 8: Evidence required for service fee key performance indicators

164. The process and templates relating to marketing and communications activity has been set out and communicated to prime contractor marketing leads.



Department
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