

Section 04 – Provision, Childcare and Additional Support

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Introduction

4.2. This section outlines the minimum standards Jobcentre Plus (JCP) expects from the provision you deliver through the Flexible New Deal (FND) and also details your responsibilities for ensuring customers have the practical and financial support they need to undertake the activities documented in their action plan and move towards and into sustained employment.

Health and safety

4.3. All customers are entitled to train and work in a healthy and safe environment with due regard to their welfare. You must therefore comply with the relevant health and safety regulations, in the same way, as you would do for any other member of your workforce.

4.4. You must ensure that customers receive health and safety induction, training and supervision which are appropriate to the provision being delivered, and that systems are in place for checking this, both within your own organisation and at any sub-contractors. You must complete risk assessments and train customers on the control measures identified. There are specific risk assessments for young people and pregnant workers.

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- 4.5. DWP may therefore visit you and sub-contractors for a variety of reasons. When doing so they will, in the course of their duties, adopt an 'awareness' approach to health and safety. In doing this, they will not be conducting a health and safety inspection nor will they be in a position to offer advice on whether something is safe or not. Instead they will approach this from the position of any layperson. If however they do spot something on which they require assurance or clarification, they will raise this with you or your sub-contractor's representative at the location where they are visiting. If it is subsequently decided that the issue raised is one that requires follow up, this will be arranged with you through the Performance Manager.

Provision

- 4.6. You must ensure that provision and activities you arrange are suitable and focused on meeting the needs of the individual customer. When you undertake the customers' initial meeting you will undertake an in-depth assessment of their barriers to work and individual needs ([Further information regarding the initial meeting can be found in: Section 03 – The Initial Meeting and the Customer Action Plan](#)).
- 4.7. It is for you to determine what activity is suitable for each individual participant. Where that activity is under 16 hours per week JSA will remain in payment however where activity of 16 hours or more is required the participant will have to transfer onto a Training Allowance. In all instances you must ensure that the activity is appropriate for the purpose of assisting the participant to select, train for, obtain and retain employment.
- 4.8. Judgements on the quality of your referrals to appropriate provision and training will contribute to the overall quality assessment and will be reflected in your Ofsted/ Estyn/ HMle report ([Further information regarding inspection can be found in: Section 16 – Data Security, Audit and Information Retention](#)).
- 4.9. When designing your provision you must ensure that a customer's circumstances are taken into account. In certain circumstances you will be required to plan provision around a customer's restricted availability. If a customer has restricted availability you will be notified of this in the customer referral ([Further information regarding customer referrals and starts can be found in: Section 02 – Customer Referrals, Starts and Allotted Time](#)).
- 4.10. Customers with childcare responsibilities will sometimes have restricted availability. This could be in the form of the hours they are available for work or their ability to participate in provision/ activity during school holidays (or similar vacation periods). Whatever the restriction you need to ensure you do not attempt to mandate customers with restricted availability to undertake provision/ activity that does not take into account their restrictions.
- 4.11. **Please Note:** On occasion, as part of your provision, you might organise opportunities where customers would come into contact with children or other vulnerable groups. It is your responsibility to ensure that customers are suitable for such opportunities.

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- 4.12. You are responsible for ensuring that you fully comply with the [Safeguarding Vulnerable Groups Act 2006](#), [The Safeguarding Vulnerable Groups Order \(Northern Ireland\) 2007](#) and the [Protection of Vulnerable Groups \(Scotland\) Act 2007](#).

Volunteering

- 4.13. Volunteering must be for an organisation whose activities are not for profit, or is work (that is not for a member of the customer's family) where:
- no payment is received by the customer; or,
 - the only payment received or due is for reasonably incurred expenses.
- 4.14. If a customer is to undertake volunteering and continue to receive JSA they must be available for work of at least 40 hours each week, unless they have restricted their availability, for example caring responsibilities (this would be detailed within the customer referral).
- 4.15. Availability can be accepted providing the customer is willing and able to;
- attend a job interview on being given 48 hours notice; or
 - start work on being given a weeks notice; or
 - rearrange their voluntary work to start a job if it overlaps with their pattern of availability; or,
 - attend an interview in connection with their jobsearch;
- 4.16. You do not need to take the type of work or hours spent on volunteering into account when considering their availability. However the customer must remain available and actively seeking employment whilst volunteering ([Further information regarding availability and actively seeking can be found in: Section 08 – Customer Benefit Sanctions and DMA](#)).
- 4.17. A period of volunteering does not restrict a customer's availability to undertake activities you feel are appropriate. The customer will be required to halt any volunteering where you identify activities that would be more beneficial, where any volunteering could not be worked around the activity.
- 4.18. If a customer undertakes a period of volunteering you must notify JCP ([Further information regarding notifying JCP of a period of volunteering can be found in: Section 10 – Notifications and Changes in Circumstance](#)).

Unsuitable types of activity

- 4.19. Customers must not be helped to engage in activities, (including starting self employed businesses), which could put them at risk, or are against their personal beliefs. It would be difficult to produce an exhaustive list of unsuitable activities. If in doubt, contact JCP for advice.
- 4.20. Generally speaking the sorts of areas relevant here might include:
- where there are doubts under the Health and Safety Act;
 - where it may involve the customer breaking the law e.g. street sales without a license from the local authority (where this is required);
 - working in the adult entertainment industry; and,

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- involving religion or party politics.

4.21. You should also take into account a customer's personal beliefs for instance about training or working within certain types of industry, e.g. with food.

Work placements

4.22. Work placement can be an extremely valuable way for customers to gain or update experience of the workplace and to re-adjust to it.

4.23. It is for you to decide if you are to arrange work placements and where you do so the main objectives of work placements should be to:

- enable the movement of customers into sustained work;
- improve the employability of customers by providing them with an opportunity to put work skills into practice;
- engage customers in employment that matches their job goals;
- provide prospective employers with evidence that a customer has the necessary skills and abilities to do the job;
- boost customers' motivation and confidence; and,
- provide customers with a recent work reference.

4.24. Where you decide to offer a work placement you should try to ensure that:

- continued support is available to the customer, ensuring they are receiving appropriate help, support and training from the employer;
- customers are engaged in a healthy and safe working environment;
- the employer understands what is expected of them; and that,
- the placement does not displace existing jobs.

4.25. We would also recommend that you arrange for an employer to sign an agreement with yourselves covering their responsibilities to the customer.

4.26. We would recommend the agreement outlines:

- a named contact within the placement organisation;
- the type of work the employer is offering the customer;
- the obligations of the employer to the customer;
- induction arrangements (including health and safety arrangements);
- how you will obtain feedback from the employer about the progress the customer is making; and,
- that the employer must, as part of providing the placement, be prepared to give the customer a reference at the end of their placement along with feedback about their progress and performance.

4.27. An **example** work placement employer agreement, which JCP uses for covering the employers' responsibilities to the customer, can be found at [Appendix 1](#) of this section.

4.28. Before you submit a customer to a work placement you should discuss it with them to ensure they are content with what is being offered and to give them the opportunity to ask questions and express any doubts they may have.

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- 4.29. Should you offer work placements you will need to explain to the customer the terms and conditions that will apply during the placement and check that they understand the following:
- that even though they are with an employer they are still participating in FND and they continue to be subject to the rules and responsibilities that they were when working with you previously (e.g. entitlement to JSA, claiming a training allowance);
 - the purpose of the work placement, what the work will involve and how long it is going to last;
 - the hours they are expected to work, and that they should work those hours and not any extra;
 - their prospects for permanent employment with the employer and arrangements for continuing their jobsearch efforts;
 - the practical arrangements for getting to and from the employer, including reimbursement of travel expenses;
 - details of additional support that the customer may be entitled to; and,
 - that they will not receive any payments from the employer as this would affect their entitlement to JSA.
- 4.30. You will also need to ensure that a customer understands that if they do not attend their work placement without good cause then it may affect their benefit payment, and if they cannot attend for any reason they should contact you immediately. ([Further information regarding benefit sanctions can be found in: Section 08 – Customer Benefit Sanctions and DMA](#)).
- 4.31. You should also agree the arrangements for monitoring the progress of customers undertaking work placements. It is for you to decide how this will take place (e.g. frequency and nature of monitoring) taking into consideration the length of the placement, the type of work undertaken, and the needs of the customer.
- 4.32. We would recommend you check:
- that the customer is undertaking the hours of work agreed when the work placement was set up;
 - that the customer is being adequately supervised;
 - there has been no change in work duties that have not been notified; and,
 - the participant is not working in an obviously unsafe environment.
- 4.33. If you find that the employer is not abiding by any agreements that you have set out we recommend that you first try to address any issues, and if this is not possible cancel the agreement.
- 4.34. Work placement opportunities may be offered within your own organisation and, as with opportunities delivered through third party organisations, you will be required to demonstrate how any such activity is meaningful and matches the individual's needs, as described in their action plan, and how it contributes to improving the customer's employability.
- 4.35. Work placements, community and voluntary work should not substitute or displace employment on the open market and should primarily be aimed at

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improving the customer's employability. In addition any community or voluntary work should be for the benefit of the local community and not for profit.

Subsidising employment

- 4.36. Subsidising employment can be a very powerful tool in convincing employers to employ customers. Subsidising employment may help place some long-term unemployed customers into work who would not otherwise be very successful in the competition for jobs.
- 4.37. It is for you to decide if you are to subsidise customers' employment and where you do so, you should ensure that the employer handles the following in accordance with their established procedures:
- inductions (which must cover health and safety);
 - wage levels;
 - general terms and conditions;
 - internal grievance procedures;
 - equal opportunities policies;
 - compliance with all current legislation; and,
 - monitoring of employees' progress.
- 4.38. We would also recommend that you arrange for an employer to sign an agreement with yourselves outlining the following additional quality criteria:
- employers will, where the customer shows the necessary aptitude and commitment, aim to continue to employ them at the end of the subsidised period;
 - existing employees will not be made redundant to offer subsidised jobs; and,
 - the employer must not make a cash profit from the subsidy and must agree to meet the requirements of the National Minimum Wage (NMW).
- 4.39. Other conditions that you should ensure are outlined to employers are that:
- Subsidised employment will be terminated if the employer dismisses or makes redundant any employee in order to provide a customer with employment;
 - employment which you are subsidising will be terminated if such a dismissal or redundancy is subsequently found to have taken place;
 - the employer when agreeing to sign your agreement, is making a declaration that they have not made anyone redundant in order to make room for a customer you are subsidising;
 - customers shall have the right to choose whether or not to be a member of a union;
 - the employer must comply with all relevant legislation and statutory duties when recruiting and employing a customer, including health and safety, welfare and discrimination at work and the provisions of the Disability Discrimination Act 1995;
 - the employer will immediately notify you if a customer leaves before the end of the agreed period of subsidised employment, or the circumstances of the participant change;
 - The employer shall inform you immediately, in the case of death, and as soon as reasonable practicable in any case of serious injury or serious illness occurring to the customer and arising out of his or her use of the facilities

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provided by the employer. You will then be required to notify JCP ([Further information regarding notifying JCP can be found in: Section 10 – Notifications and Changes in Circumstance](#));

- you reserve the right to terminate the subsidy where the terms and conditions of your agreement have not been met, however will not be done without prior discussion between yourselves and the employer;
- you reserve the right to terminate the subsidy and agreement where the employer:
 - ceases trading (or threatens to do so);
 - becomes bankrupt; or,
 - goes into liquidation or has a receiver, administrative receiver or administrator appointed over any of its assets.

4.40. If the customer is undertaking full-time paid subsidised employment they should be made aware that they will not receive JSA for the period they are working. Provided a customer's income does not exceed set levels they will continue to receive Housing Benefit (HB) and Council Tax Benefit (CTB).

4.41. You (or your subcontractors) should liaise with relevant Local Authority contacts to ensure that any payment does not exceed HB and CTB levels.

4.42. If the subsidised employment exceeds HB/CTB thresholds this should be discussed with the customer to ensure that it is the best option for them. They should be informed that:

- their entitlement to JSA will cease;
- if the subsidised employment last for less than 4 weeks, their entitlement to HB and CTB will cease for the period of employment, but will be reinstated on re-claiming JSA;
- if the subsidised employment last for more than 4 weeks, their entitlement to HB and CTB will cease for the period of employment, and should the customer re-claim JSA, HB/CTB the local authority will reassess the customer's entitlement to HB/CTB.

4.43. **Please Note:** Council tenants will not be affected as their rents are fixed. However if the customer rents their property from a private landlord, the amount of HB that they were entitled to prior to any period of subsidised employment may have changed.

4.44. You should therefore consider the appropriateness of any subsidised employment to ensure that the customer does not consider themselves disadvantaged by participating.

Testing self employment trading

4.45. You may decide to offer a test period of self employment trading to enable a customer to begin to trade while receiving support and guidance until the business becomes self-supporting. You are not obliged to offer this particular support to customers.

4.46. If you do decide to offer a test period of self employment trading you are to **ensure:**

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- you develop packages of assistance, including specialist advice on setting up and running a business;
- you ensure that each customer receives appropriate support and mentoring from a member of staff (or sub-contractor) with relevant business expertise. This should include regular checks on the financial position of the business;
- to ensure that any funds are used solely for business purposes, set up a mandate requiring a representative of your organisation to be a dual signatory on a customer's business account, and try where possible to ensure transactions are paper based (e.g. cheques); and,
- where appropriate, provide assistance in closing down a business and subsequent jobsearch support.

- 4.47. **Please Note:** The Working Tax Credit (WTC) regulations that allow customers undertaking a period of testing self employment trading to claim WTC has wide reaching implications.
- 4.48. At the heart of the issue is the fact that during a testing period, JCP and HM Revenue and Customs (HMRC) regulations regard the status of the customer differently. JCP considers customers to be training and not in remunerative work. HMRC considers anyone pursuing a trade with a view to making a profit to be working; they do not recognise the concept of 'testing self employment trading'.
- 4.49. Because awards of WTC affect JCP benefits and allowances in different ways it is imperative that your staff have a clear understanding of the impact on each customer so they can advise them correctly and allay their concerns to ensure that customers are not deterred from pursuing self-employment provision unnecessarily.
- 4.50. If the customer is single and has no dependants, and therefore not claiming any form of Tax Credits from HM Revenue and Customs (HMRC), the customer should be transferred to Training Allowance for the period of Test Trading.
- 4.51. If the customer is in receipt of Tax Credits from HM Revenue and Customs (HMRC), then they will have to cease their claim to Jobseekers Allowance and claim Working Tax Credit based on their self employed income. (Further information regarding ceasing claiming Jobseekers Allowance can be found in: Section 10 – Notifications and Changes in Circumstances).
- 4.52. Once a period of testing self employment ends you must ensure that:
- where a period of trading is successful and the customer chooses to continue in self-employment independently, any money in a business account should be released to the customer when the testing period ceases and independent self employment starts (you must notify the customer's Benefit Delivery Centre (BDC) stating that the customer has moved into independent self-employment and detailing any monies released to them. This is to be notified on the FND 4 (FND Notification **from** Provider form) detailing this at Part 3);
 - where the customer ceases a self employment testing period and enters full-time (unsubsidised) employment, any money in a business account should be released to the customer when the testing period ceases and employment starts (you must notify the customer's Benefit Delivery Centre (BDC) stating that the customer has moved into independent self-employment and detailing

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any monies released to them. This is to be notified on the FND 4 (FND Notification **from** Provider form) detailing this at Part 3);

- where at the end of a self employment testing period the customer is not in the position to continue in self employment any money in a business account should be released to the customer on the first day after the thirteenth week after the period ceases. (you must notify the customers Benefit Delivery Centre (BDC) stating that the customer has had monies released to them. This is to be notified on the FND 4 (FND Notification **from** Provider form) detailing this at Part 3) and must also advise the customer to declare the money as a change of circumstances with JCP so it can be taken into account for the assessment of JSA ([Further information notifications and changes of circumstances can be found in: Section 10 – Notifications and Changes in Circumstance](#)).

Ensuring customers are not exploited by employers

- 4.53. You are responsible for ensuring that customers are not exploited. This is particularly relevant where customers are placed with employers for the purposes of training and/ or work experience.
- 4.54. Employers may get involved in the delivery of provision as a way of getting cheap labour or getting someone in to help during a busy period. This is not acceptable.
- 4.55. Before arranging work related activity or other periods of attachment to an employer you must be sure there is a genuine reason why the employer wants to offer customers the opportunity to work with them.
- 4.56. Once the customer is working with the employer you are responsible for monitoring their progress and in doing so you will have the opportunity to assure yourself that they are not being exploited.
- 4.57. Ultimately, any decision made about withdrawing participation with an employer will depend on the quality of feedback you get from the employer and the knowledge you have of the capability of the participant.
- 4.58. If you find that a customer you would have expected to be offered work is rejected, you should look carefully at the feedback received from the employer. If the employer gives you specific evidence that the customer was unsuitable, you will probably have no problem continuing to work with them, however if the feedback is vague and evasive, you should consider not working with them anymore, and you should have processes in place to identify any patterns in the employers handling of customers.

Attendance, timekeeping and absences

- 4.59. For customers to fully benefit from participating in FND it is important that they attend regularly and on time. It is therefore important for you to actively manage attendance and timekeeping.
- 4.60. You should ensure that customers attend as agreed in their action plan. You are required to manage the customers time on FND which includes keeping records

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that comply with DWP audit requirements including, when a customer fails to attend provision, what action you have taken (possible sanction referrals), and what intentions are with regard to the customer returning to provision.

- 4.61. Effective management of these processes is relatively straight forward. Customers need to know what is expected of them, what limits apply to them, and what action will be taken and the consequences of non-compliance, before they start provision. Exactly the same standard of management is expected from sub-contractors and anyone delivering provision on your behalf where there is a clear expectation of regular and full attendance.
- 4.62. Every customer who takes part in FND should have the standards of attendance and timekeeping explained to them. An induction period will usually be the best time to cover this. It is important to establish key principles upfront these could include highlighting that:
- customers should take reasonable steps to minimise absences (e.g. to arrange routine GP appointments for evening surgeries where possible);
 - unplanned absences (e.g. for sickness, domestic emergencies etc) should **always** be notified to you as soon as possible and that failure to do so could result in sanction activity; and,
 - some absences should be planned in advance (i.e. holiday leave).
- 4.63. **Please Note:** For any periods of absence for holidays in or outside of Great Britain you must inform the customer that they are required to let JCP know as soon as possible as any intended holiday may have an effect on any allowances the customer receives.
- 4.64. Absence and attendance management is your responsibility. That means that it is for you to determine, communicate and manage customer attendance and timekeeping.
- 4.65. Where a customer does not attend as expected, and does not let you know you should establish what has happened, this might involve phone calls, a letter, a home visit etc, and decide if sanction activity is appropriate, a record should be kept of actions taken ([Further information regarding benefit sanctions can be found in: Section 08 – Customer Benefit Sanctions and DMA](#)).

Unacceptable behaviour and customer exclusion

- 4.66. You cannot be selective about which customers you work with. You will experience a wide range of behaviour which may include those customers who exhibit difficult, aggressive or sometimes violent behaviour.
- 4.67. Only in extreme circumstances should you request a customer be excluded from your site(s). Before any such request you are required to attempt to manage the customer within your business, moving them to alternate provision/ sites where available and necessary, and raising sanction doubts where appropriate ([Further information regarding sanction doubts can be found in: Section 08 – Customer Benefit Sanctions and DMA](#)).

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- 4.68. As a last resort you may request that a customer is excluded. This may be because a customer's behaviour is consistently unacceptable and other methods of engaging or issuing verbal or written warnings prove ineffectual. The situation must be one of genuine risk to staff and not just because the customer is difficult.
- 4.69. If an exclusion is sought a request should be made via your Performance Manager who will make a decision based on the individual circumstances and evidence you supply and this decision will be made in consultation with JCP.
- 4.70. Customers will **not** be excluded on the basis of *potentially* violent or inappropriate behaviour (e.g. racial and/ or sexual verbal assault, foul language or the issuing of threats, or in the event that the customer refuses to engage). However in some circumstances, some behaviours may warrant an incident being raised with JCP ([Further information regarding incidents and notifying JCP can be found in: Section 10 – Notifications and Changes in Circumstance](#)).
- 4.71. Should the Performance Manager and JCP agree to the exclusion it will be granted on the condition that:
- there is another FND supplier in the contract area for the customer to be referred to; or,
 - the customer moves back to JCP support but the exclusion will be reviewed after a 3 month period.
- 4.72. You will be notified of the outcome of any discussion and should an exclusion be granted you will be required to update the Provider Referrals and Payments (PRaP) system ([Further information regarding the use of PRaP can be found in Provider Desk Manual which forms part of the UPK/Tutor Help function embedded within PRaP](#)) For customers transferring to another supplier you will record a 'leaver' reason of 'transferred', for customers moving back to JCP support you will record a leaver reason of 'no longer engaged'.
- 4.73. **Please Note:** For customers who move back to JCP support their allotted time 'clock' will stop for the period of the exclusion. If at the exclusion review the customer remains entitled to benefit, it is agreed they will return to your support and this is within 26 weeks of leaving they will be re-referred for their balance of FND activity ([Further information regarding allotted time and balance of FND activity can be found in: Section 02 – Customer Referrals, Starts and Allotted Time](#)).

Childcare

- 4.74. Childcare can be an important factor when helping some customers into work and is part of the Governments Agenda on eradicating child poverty. More information can be obtained from the Department for Work and Pensions (DWP) / Child Poverty site. <http://www.dwp.gov.uk/childpoverty/>.
- 4.75. In some circumstances you will need to coordinate childcare arrangements with JCP and or other organisations from which customers are receiving support.
- 4.76. Customers on employment programmes (which the Flexible New Deal is one of) should never be worse off by virtue of the requirement for participation. You will

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therefore be responsible for funding childcare for customers' children where a need for childcare is identified.

- 4.77. It is important to remember funding should only be given if the childcare is with an approved provider. For specific information on registered childcare in your area you should contact your Local Authority (Details of Government Law can be can be obtain from the Children's Act 1986 (c.41)) [Childrens Act 1989](#)). As source of information on formal childcare see the 'direct.gov' site: http://www.direct.gov.uk/en/Parents/Childcare/DG_066832.
- 4.78. Approved childcare providers:
- carers registered with OFSTED (Office for Standards in Education), Care Standards Inspectorate for Wales, Care Commission (Scotland)
 - a carer accredited under the Childcare Approval Scheme, run on school premises out of school hours or as an out of hours club by a Local Authority; or
 - schools or establishments exempted from registration under the Children's Act 1989 or operated on Crown property.
- 4.79. The customer can make alternative arrangements for example with friends or family. However, payment cannot be authorised for friends or family members unless they are in one of the categories outlined above. The child must satisfy the age requirement, and must be dependant of and residing with the customer who must be in receipt of child benefit for the child/ children in question.
- 4.80. JCP sets its costs for childcare up to the Tax Credit limits. Providers may therefore wish to follow or consider the following guidelines:
- help with childcare costs can be paid up to, but not including the first Tuesday in September following the child's 15th birthday
 - parents requiring childcare for five days a week can claim up to a maximum of £175 per week for one child and £300 per week for two or more children.
 - if the customer is attending an approved activity of less than five days a week, they can claim the maximum daily rates of £35 per day for one child and £60 per day for two or more children. (These rates are based on figures for April 2007 see. www.direct.gov.uk).
- 4.81. You must not recommend particular childcare facilities to customers. This is to ensure that DWP/JCP and/or you are not liable for the safety of the children. It is the parents' responsibility to decide with whom they entrust the care of their children.
- 4.82. You may choose to arrange a crèche in your premises. However, you must ensure it is the parents' choice whether their children use the facility. Any crèche facility supplied by you must adhere to current legislation.
- 4.83. **Please Note:** childcare costs you disburse are included within the overall funding received from DWP as part of the overall contract price and are not in addition to the contract price.

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Travel expenses for FND activities

- 4.84. When a customer is attending FND activities (including your customer meetings), it is your responsibility to ensure the customer can attend either providing transport or funding the customers travel costs.
- 4.85. **Please Note:** travel expenses you disburse are included within the overall funding received from DWP as part of the overall contract price and is not in addition to the contract price.

Additional support

- 4.86. Additional support is any support that allows a customer who needs extra help to attend and participate fully in provision. You must as part of your obligations under the reasonable adjustment duties of the Disability Discrimination Act and Disability Equality Duty, take the necessary steps to obtain and provide special aids or services that might be needed for customer participation.
- 4.87. It is your responsibility to fund any additional support required. Some examples (the list is not exhaustive) of support a customer might need are:
- the services of a communicator for the deaf;
 - access to specialist equipment;
 - an interpreter if they do not have English as a first language; or,
 - visual aids.

Financial assistance

- 4.88. Financial assistance can be considered wherever you feel it could make a significant difference to a customer's chance of obtaining employment. This may include assistance to obtain, e.g. bus passes, work wear, tools, clothes for an interview etc.
- 4.89. In all cases records must be kept on actions undertaken by you and the customer including details of any payment you may have made ([Further information regarding inspection can be found in: Section 16 – Data Security, Audit and Information Retention](#)).
- 4.90. **Please Note:** Once a customer has started with you they no longer have access to JCP Advisory Discretion Fund (ADF). Funding for financial assistance is included within the overall funding received from DWP as part of the overall contract price and is not in addition to the contract price.

Personal Benefit Advice and better off calculations

- 4.91. As part of your service you are required to offer benefit advice to your customers where appropriate. To help you provide this information to customers the DWP makes available Personal Benefit Advice (PBA) software.
- 4.92. PBA is used by over 450 external organisation including Citizens Advice and other voluntary sector groups. Most Jobcentre Plus advisors now use a variant called BOC. If you wish to receive copies of the PBA software or update your

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exiting details for receipt please e-mail

IBIS.ITDELIVERYTEAM@JOBCENTREPLUS.GSI.GOV.UK .

- 4.93. Providing a better off calculation can quantify the margin by which a customer would be better off in work and help dispel key myths and concerns about the financial risks of moving from benefits into work. This is a powerful and valuable tool in persuading and influencing customers to consider entering paid employment.
- 4.94. PBA calculates potential entitlements to the following benefits and tax credits:
- Income Support;
 - Jobseekers Allowance;
 - Housing Benefit;
 - Council Tax Benefit;
 - Pension Credit;
 - Working Tax Credit;
 - Child Tax Credit; and,
 - Carers Allowance
- 4.95. It also calculates Tax and National Insurance (class 1, 2 and 4) liabilities and applies these to any real or potential earnings in order to provide the ‘take home’ picture for the customer.
- 4.96. The advice and better off calculation figure you provide is only an estimate. The customer should be made aware that the accuracy of the calculation is based on the information you received and it’s important that it is up to date and as comprehensive as possible.

Part-time Workers

- 4.97. Customers may already be employed on a part-time basis. Part-time work is defined as work of less than an average of 16 hours per week for a customer and 24 hours per week for their partner. Part-time work may affect entitlement or the amount of JSA awarded to the customer and/or their partner who may also be a customer in their own right.
- 4.98. Therefore you must notify JCP if you are made aware that a customer has started part-time work ([Further information regarding notifying JCP when a customer informs you that they have started part-time work can be found in: Section 10 – Notifications and Changes in Circumstance](#)).
- 4.99. Your help and support should be designed and agreed for customers with their part-time work in mind, and where possible, you should work with customers, and employers to try to arrange part-time work around your support.
- 4.100. Customers undertaking part-time work remain required to fulfil the Mandatory Work Related Activity (MWRA) period if they have not previously had at least four weeks continuous full-time paid work since starting on FND. ([Further information regarding the four week work related activity period can be found in: Section 06 – The Mandatory Work Related Activity Period](#)).

Flexible New Deal Guidance

Appendix 1 – Example JCP Work Placement Employer Agreement

Employer's Name

.....
The Flexible New Deal is about giving long term unemployed people the skills, experience and help they need to get jobs and to stay in jobs. We will do our utmost to make the Flexible New Deal a success.

As the employer, we accept the terms and conditions (see following page) relating to our recruitment of customers under the Flexible New Deal. In addition we aim:

- wherever possible to retain in our employment people who join us under these arrangements as long as they can demonstrate to us the aptitude, commitment and will to work which we need from them;
- to offer a period of structured and supported work experience to people who join us under these arrangements as long as they demonstrate to us the aptitude, commitment and will to work which we need from them, which will provide the participant with valuable skills for future jobs;
- and to offer every placement customer recruited under the Flexible New Deal, as a minimum, the same support as other employees doing the same job.

For those customers who cannot be offered employment we agree to provide feedback on their performance and supply an up to date work reference which details the skills and attributes shown throughout the work experience placement.

Signed on behalf of :
Signature :
Name :
Position :
Date :

For our part, **Supplier Name** and its partners aim to offer practical help, advice and support to employers and customers involved in the Flexible New Deal .This will include:

- providing a named person to both the employer and the customer to contact if problems arise;
- ensuring that, to keep burdens on business to a minimum we will only ask for information if we really need it.

We will either provide these services ourselves, or with the help of one of our Flexible New Deal partner organisations.

Signature :
Name :
Position :
Office :
Date :

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Other terms and conditions applicable to the work placement employer agreement.

Work placements will be terminated if the employer has dismissed or made redundant any employees in order to provide a Flexible New Deal customer with a work placement. The work placement will be terminated if such a dismissal or redundancy is subsequently found to have taken place.

The employer when agreeing to sign the work placement agreement, is making a declaration that they have not made anyone redundant in order to make room for a Flexible New Deal work placement customer.

Flexible New Deal customers shall have the right to choose whether or not to be a member of a union.

The employer must comply with all relevant legislation and statutory duties when recruiting and employing Flexible New Deal work placement customers, including health and safety, welfare and discrimination at work and the provisions of the Disability Discrimination Act 1995.

The employer will immediately notify **Supplier Name** in writing if a customer leaves before the end of the agreed period of the Work Placement, or the circumstances of the participant change.

The employer shall inform **Supplier Name** immediately, in the case of death, and as soon as reasonable practicable in any case of serious injury or serious illness occurring to the customer and arising out of his or her use of the facilities provided by the employer on provision of the programme or relating to a Flexible New Deal placement.

Supplier Name reserves the right to terminate this agreement where the terms and conditions of this agreement have not been met. This will not be done without prior discussion between **Supplier Name** and the employer.

Supplier Name reserves the right to terminate this agreement where the employer:

- ceases trading (or threatens to do so);
- becomes bankrupt; or,
- goes into liquidation or has a receiver, administrative receiver or administrator appointed over any of its assets.

If the employer named in the agreement is not the direct employer of the customer, they shall be responsible for ensuring that the direct employer(s) (including any contractors) accept and adhere to the terms and conditions contained in this agreement.

Supplier Name and the employer will review the operation of this agreement annually, or earlier at the request of either party.

As part of its duty to ensure the proper use of public money, **Supplier Name** may require the employer to provide access at reasonable times to officials, authorised by **Supplier Name**, to inspect any documents or information in respect of customers.

Work placement opportunities will not be acceptable where the customer will be permanently based overseas.

The employer shall notify **Supplier Name** immediately of any circumstances, which may affect the employer's ability to provide a work placement for any customer during the agreed period of the work placement.

Flexible New Deal Guidance

Appendix 2 – Customers who test self employment trading and Tax Credits

Scenario 1 - Customers in receipt of JSA(C)

- 4.101. These customers would need to be transferred to a training allowance. The customer would also be able to claim WTC but must declare all monies received from JCP in their application as this is treated as part of their trading income.

Scenario 2 - Customers in receipt of JSA(IB) but NOT in receipt of Child Tax Credit (CTC)

- 4.102. These customers have to make a clear choice between two options:
- A – Choosing not to claim WTC and being switched onto a TA; or,
 - B – Claiming WTC.
- 4.103. Customers choosing option B will have their claims to Housing Benefit and Council Tax Benefit (HB/CTB) reassessed by the local authority once they provide details of their new circumstances.
- 4.104. **Please Note:** the claim to HB/CTB is not automatically terminated on cessation of benefit. This reassessment is a much less onerous procedure for both the customer and local authority than submitting/processing a new claim.
- 4.105. A customer who is in receipt of WTC is entitled to free prescriptions but they will no longer be entitled to free school meals.
- 4.106. For those customers in receipt of child allowances and premia, consideration must be given to the migration to tax credits. At the point of migration the impact would be as detailed in [scenario 3](#).

Scenario 3 - customer in receipt of JSA (IB) AND in receipt of CTC

- 4.107. This customer has no choice and must claim WTC. If they wish to participate in test trading provision they MUST follow option B as detailed in [scenario 2](#).
- 4.108. The rationale for this is that HMRC consider all aspects of tax credit eligibility at the same time. If a member of a household receives CTC the household will automatically be assessed for WTC when they move into a period of testing self employment trading.