

## Chapter 2 – Delivering DWP Provision

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## Introduction

1. This chapter gives you general information on delivering provision for DWP. Further information relating to specific programmes can be found in programme specific guidance.

## Business Continuity

2. All key business processes must have a Business Continuity Strategy Plans and facilities must be put in place and maintained to ensure the DWP Information Systems and Services can recover and continue should a serious incident occur. A copy of the plan must be passed to your relevant DWP Account Manager.

## Quality

3. It is important all organisations responsible for the delivery of DWP Contracted Employment Provision are committed to raising standards. The primary responsibility for improving the quality of provision rests with you, and you will be expected to build and maintain a culture of continuous improvement.
4. The key elements of the DWP approach to quality improvement are:
  - [Generic Guidance Chapter 7 - Continuous Self-Assessment](#)
  - [Generic Guidance Chapter 7 - Planning for Improvement](#)
  - [The Merlin Standard](#)

This provides the basis of our approach to maintaining and improving quality in DWP Contracted Employment Provision.

## Induction

5. You are responsible for ensuring all participants are treated within the requirements of legislation outlined in your contracts. You should ensure the participant is clear about the aims of your provision, the specific aims of the programme of activity that has been developed and the benefits of their participation.
6. In addition, the participant must give clear written consent for you to use their personal information when contacting employers to obtain evidence of employment. These consents must be given by the participant before any information disclosure takes place. You must have a participant declaration that meets the requirements of the Data Protection Act.

7. As part of the payment validation process for job related outcomes, you are required to obtain a participants consent to allow DWP to contact their employers. A participant consent form has been designed for this purpose and can be found at [Generic Guidance Chapter 5 - Annex 1](#).
8. This consent form has been designed to ensure that DWP is compliant with Data Protection Act requirements for the purpose of contacting employers and cannot be altered.
9. You are not required to have additional authority other than Annex 1 in place for collecting, processing and sharing participant's information/data for the purposes of confirming a participants employment details with employers.
10. The form at Annex 1 is solely for you to use to obtain consent on behalf of DWP for the Provider Payment Validation Team to undertake its validation of job related outcomes.
11. Any individual arrangements should be discussed with the participant on a one to one basis e.g. requirements for specialist support such as communicator support for those with a hearing impairment.
12. In England where ESF funding is used, you must inform participants that European Social Union funds are being used to support their participation on the provision. You may wish to issue the leaflet [MKT8000](#) to participants but this is not essential. Further information on ESF funding can be found in [Generic Guidance Chapter 11 – ESF Requirements](#).

### **Training Plans/Action Plans**

13. Participants on your provision may require a Training Plan and/or Action Plan. For more information please refer to your programme specific guidance.

### **Learning**

14. Most DWP provision will engage participants in learning related activities, whether for the acquisition of vocational skills, developing positive attitudes to employment or improving basic skills. Learning activities, like other aspects of provision, must be tailored to meet individual needs. For more information on this subject area please refer to your programme specific guidance.

### **Job Search**

15. Job Search can be an essential feature of provision. For more information on Job Search please refer to your programme specific guidance.

## Funding and Payment

16. DWP fund external organisations to deliver programmes that are designed to assist unemployed people gain and remain in employment.
17. These programmes utilise a variety of funding models, each of which comprises of one or more of the following elements:
- A **Service Fee** or **Delivery Fee** paid each month for all or part of the contract period;
  - A **Start Payment** or **Attachment Fee** paid in respect of each participant engaging with you;
  - A **Job Outcome Fee** paid in respect of each participant who gains a job which meets the Job Outcome definition for your programme. The Job Outcome definition may stipulate the minimum number of hours per week worked, or the number of weeks the job has lasted or is expected to last, or the job start date being within a particular period of weeks (a “tracking period”);
  - One or more **Job Retention Fees** or **Sustainment Payments** paid in respect of each participant remaining in a qualifying job for a period or periods defined by the programme for the participant group; and/or
  - **Incentive Payments** may be paid based on your performance.
18. The funding model used for each programme will be described in your programme specific guidance.
19. The actual amounts to be paid for each element of the funding model will be set out in your contract.

## Market Share Shift

20. Where there is more than one supplier in a particular area, each supplier will receive a share of the business by moving the percentage of referrals from poorer performing to stronger performing providers. Failure to obtain Merlin Accreditation may lead to the loss of your eligibility to benefit from market share shift.
21. More information on market share shift can be found in your programme specific areas of guidance.

## Health and Safety

22. All participants involved in any way with DWP Provision are entitled to train and work in a healthy and safe environment with due regard to their welfare. Under Health and Safety Law they are regarded as your employees,

whether they are paid by you or not. You must, therefore, comply with your Duty of Care under the [Health and Safety at Work Act 1974](#) and the Act's associated regulations in the same way as you would do for any other member of your workforce. You must ensure that participants receive health and safety induction, training and supervision which is 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, instruct, inform and train participants on the control measures identified. There are specific risk assessments for young people, pregnant workers, Lone Workers and employees who are engaged in Manual Handling activities. This list is not exhaustive.

23. DWP and Jobcentre Plus staff 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 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 your local Jobcentre Plus contact.

### **Health and Safety Questionnaire (HSQ1)**

24. You must have completed a [Health and Safety Questionnaire \(HSQ1\)](#) to the satisfaction of DWP before provision starts. You are reminded that you need to continue to abide by these arrangements when delivering any programme on DWP's behalf. An annual review will be undertaken when the HSQ1 will be re-issued to you. This includes the requirement to regularly review and if necessary adjust your arrangements, particularly if there has been any change in circumstances.
25. For example: When you were accepted as an Approved Provider or when you registered an interest in tendering for DWP provision, the provision may not have included work/project placements with a sub-contractor. If subsequent to this circumstances change, you must ensure you have suitable arrangements in place for checking that the sub-contractor also meets these Health and Safety requirements. This must be confirmed in writing through your Jobcentre Plus contact; **or** where the participant has a health condition, a disability, or special needs, you should re-assess your Health and Safety systems to take this into account.
26. These are two examples only and we hope you will find it helpful, whenever circumstances change, to review your own Health and Safety arrangements in conjunction with those, which have been set out in form HSQ1.

## Unacceptable Behaviour

27. Participants on DWP provision have a responsibility to behave in an appropriate manner just as they would if they were in employment. You must explain what constitutes appropriate behaviour as part of the induction. Where cases of misconduct or unacceptable behaviour by participants arise, you must immediately deal with it in the most appropriate manner. Where the inappropriate behaviour is of a minor nature, such as an initial refusal to co-operate, you should aim to handle the issue internally in the first instance.
28. If an incident is more serious or there is a pattern of unacceptable behaviour, for example, damage to property or continued refusal to co-operate with reasonable requests, you should notify the Jobcentre Plus adviser or other nominated contact point.
29. You cannot select the participants with whom you work. You will experience a wide range of behaviour which may include individuals who exhibit difficult, aggressive, or sometimes violent behaviour.

## Exclusion from Provider Premises

30. You are required to notify Jobcentre Plus of all incidents of unacceptable behaviour that involve participants. Department for Work and Pensions considers the following are examples of unacceptable behaviour (this is not exhaustive):
- violence;
  - verbal abuse;
  - verbal abuse of a sexual or racist nature;
  - threats, which are implied or otherwise;
  - intimidation;
  - sexual innuendo;
  - harassment;
  - unwelcome attention;
  - attempted or actual assaults; and/or
  - inappropriate use of the internet or provider's IT system.
31. When notifying Jobcentre Plus of an Incident you should complete the appropriate [clerical incident report form](#). You should also arrange for a manager to complete the managers section of the form, plus a form [IF3](#) completed by each witness to the incident. Forward these forms to your named contact at the Jobcentre immediately, preferably by secure email. A

Jobcentre Plus nominated manager will take appropriate action in consultation with you.

32. Only in extreme circumstances should you request a participant be excluded from your site(s). Before any such request you are required to attempt to manage the participant within your business, moving them to alternative provision/ sites where available and necessary. As a last resort you may request that a participant is excluded from your site(s). **Please note that this is not exclusion from the programme, only from your site(s).**
33. If a participant's behaviour is consistently unacceptable and other methods of engaging or issuing verbal or written warnings prove ineffectual, you may wish to request the participant is excluded from your premises. The situation must be one of genuine risk to staff and not just because the participant is difficult, and you would have to supply evidence about why exclusion is appropriate.
34. If exclusion is sought, a request should be made via your Performance Manager, who will forward the details to Jobcentre Plus to make a decision based on the individual circumstances.
35. Participants will not be excluded on the basis of potentially violent or inappropriate behaviour (e.g. racial or sexual verbal assault, foul language or the issuing of threats, or in the event that the participant refuses to engage). However, you must show a duty of care to participants and staff and in certain circumstances the only immediate option may be to temporarily remove the participant from the situation.
36. In some circumstances participants who have an incident marker recorded against them may be considered as posing a risk to the health and safety of staff. These participants will be subjected to certain control measures to ensure staff safety. Further information on the participant's incident marker can be requested by contacting Jobcentre Plus.
37. Examples of behaviours that would result in control measures being implemented would be where a participant:
  - has committed an actual physical assault on a member of staff or another participant, regardless of injury;
  - has committed an actual physical assault on a member of staff's family, if it can be demonstrated that it is directly connected to that person's work in the Department;
  - has attempted to commit a physical assault on a member of staff or another participants;
  - stalked a member of staff or another participant (which is defined as "the wilful, malicious and repeated following and harassing of another person");

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- suffers from a severe mental illness, and a qualified medical practitioner or social worker states that they are likely to pose a danger to staff;
- has made a threat of violence either face to face, over the phone, or in writing; and/or
- has displayed threatening or aggressive behaviour.

38. Where incidents such as this occur or where control measures have been introduced by Jobcentre Plus then you may decide how best you can handle the participant, suggested controls include:

- holding interviews in public areas;
- having a colleague present at interviews; and
- informing senior staff/ managers of interview details.

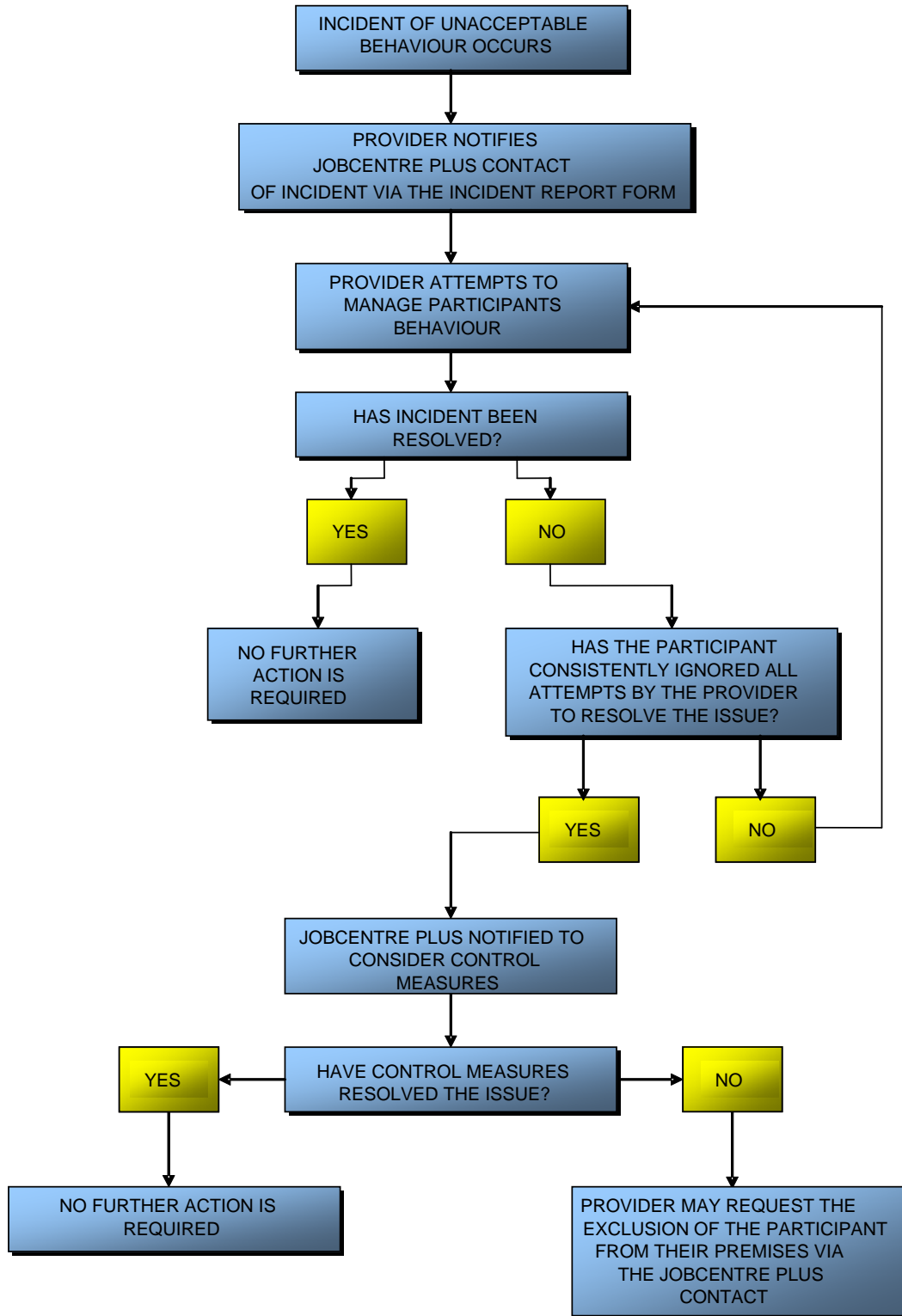
### **Fast Track Incidents**

39. While all incidents of Unacceptable Participant Behaviour are serious, some may have to be afforded a particular importance and dealt with as a priority because of their nature and circumstances.

40. Therefore, in addition to completing a report, you are expected to telephone your Jobcentre Plus contact urgently if an incident occurs that falls into the following criteria:

- an actual assault occurs causing injuries that require medical attention and/or time off work;
- an attempted serious assault occurs involving an offensive weapon, e.g. firearm, knife, axe, petrol, acid;
- an attempted serious assault involving national media attention;
- there is participation by known activist groups;
- there are obvious lessons to be learned from an incident which would apply to other Providers or other Jobcentre sites; or
- there is serious damage to property.

### Incident Referral Process Map



## Accidents/Incidents

### Arrangements for Managing and Reporting Accidents

41. In reporting and managing accidents, which involve a Jobcentre Plus participant, you and your sub-contractors may wish to consider using similar or the same procedures as you use for existing employees. However, these procedures should include ensuring that:

- immediate action is taken to ensure the safety of participants and prevent reoccurrence;
- all accidents, including minor incidents, are recorded in your accident book;
- all accidents covered by the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 ([RIDDOR](#)) are reported to the appropriate enforcing authority;
- an investigation is carried out to assess whether any changes should be made to the workplace or procedures following the accident/incident.
- Risk Assessment Control Measures are reviewed and, if necessary, revised to ensure their effectiveness and that they remain suitable and sufficient.
- In doing this you will wish to take into account the full range of factors relating to the incident including, for example, whether:
- the participant had received appropriate Health and Safety awareness and instruction and that they understood the implications;
- the activities undertaken by the participant at the time of the accident were required as part of the provision;
- supervision was adequate;
- appropriate clothing and equipment was being used; or
- the work environment was organised in a safe manner.

### Reporting Relevant Accidents/Incidents to Jobcentre Plus

42. All relevant accidents and incidents should be reported to your Jobcentre Plus contact. In addition to your normal arrangements for managing and reporting accidents which may involve Jobcentre Plus participants on your own provision or on any work placements you have organised, you must also notify the Performance Manager immediately by telephone of any

relevant accident. A relevant accident is any accident suffered by a participant, which results in the following:

- an injury or condition referred to in the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 ([RIDDOR](#)) such as:
  - death or major injury;
  - injuries or conditions that would lead to an absence from the placement for four or more consecutive days (including weekends, bank holidays and rest days, but excluding the day of the accident); or
  - any loss to the individual of any physical or mental faculty or in any disfigurement or which may give rise to a claim under the Analogous Industrial Injuries Scheme (AIIS). See paragraphs 46 to 50 below for further details about AIIS.

### Jobcentre Plus Accident Report Forms

43. As soon as the Jobcentre Plus office and the Performance Manager is notified of a relevant accident or disease suffered by a participant whilst attending a DWP programme the notified Jobcentre Plus office will arrange for the following forms to be sent to you for completion:

- [Programme Accident Report Form 1 \(PARF1\)](#), which provides data about the accident/disease and a report of your investigations; and
- [Programme Accident Report Form 2 \(PARF2\)](#), which is for completion by the participant.

44. The Jobcentre Plus accident report forms should be completed and returned to your Jobcentre Plus contact within 5 working days of the accident occurring. The forms have two main functions. These are:

- to notify Jobcentre Plus of the accident/disease and agreed remedial action; **and**
- to form the basis of any claim by the participant to the Analogous Industrial Injuries Scheme (AIIS).

45. Please note that any delay in receiving Form PARF2 from the participant should not delay the return of the Form PARF1. In these circumstances, Form PARF 2 may be forward later once it has been completed and returned to you from the participant.

### **Analogous Industrial Injuries Scheme (AIIS)**

46. Jobcentre Plus pays Disablement Benefit to employed earners who are injured as a result of an accident or who contract an industrial disease at their place of employment.
47. To ensure non-employed programme trainees/participants are neither advantaged nor disadvantaged, the Department for Education (DfE) runs an Analogous Industrial Injuries Scheme (AIIS), which operates to the same conditions, uses the same advisers and pays Disablement Benefit at the same rate as the statutory scheme run by Jobcentre Plus. This is a 'no blame' benefit, payable to victims of industrial disease or injuries that are sustained on programmes with a workplace based element. DWP funds the scheme for its own programmes and this is administered on its behalf by DfE.
48. If an accident happens, or if a participant contracts an industrial disease on a scheme covered by AIIS, the participant may be eligible for Disablement Benefit through the AIIS scheme. The participant will then be invited by DfE to make a claim.
49. If the claim to AIIS is accepted, DfE will make payments from the fifteenth week after the accident.
50. If the injured participant is unable to continue on the programme you should advise them to contact their local Jobcentre Plus office immediately, as they may be able to claim other benefits.

### **Diversity and Equality**

51. [The Equality Act 2010](#) replaces all previous legislation covering discrimination. You must ensure that you comply with the Equality Act 2010 and also the Welsh Language act 1993.
52. As you will be aware, your approach to diversity and equality is an important factor in the delivery of a DWP contract. You should refer to the Diversity and Equality Schedule in the contract documentation you have and raise any queries and issues with your performance manager.

### **Childcare and Caring Responsibility**

53. Parent and Carer participants attending provision may be able to get help with the costs of childcare and replacement care.
54. Funding for childcare can only be paid to a childcare provider who is registered or approved under the voluntary part of the General Childcare Register (GCR) or exempt from registration. Any contract for childcare must be between the parent and the childcare provider. All payments need to be paid within Jobcentre Plus agreed daily and weekly limits directly into their

bank account or by cheque. These costs are in line with Working Tax Credit payments.

55. Payments can be made for a child dependent of the parent up to but not including the first Tuesday in September following the Child's 15th birthday or the first Tuesday in September following the Child's 16th birthday if the child is in receipt of Disability Living Allowance or registered blind.
56. Funding for replacement care costs may be paid to a carer. The carer must be aged 18 or over; not working or working less than 16 hours a week and spend a significant proportion of their lives providing unpaid support to relatives, partners or friends who are ill, frail, disabled or have mental health or substance misuse problems. For the purpose of eligibility for the payments of replacement care costs 'significant' is defined as any caring responsibilities that are a barrier to work and will impact on the type of paid work a carer can undertake.
57. There is no national registration process for replacement care providers. However providers who provide personal care in the home must be registered by the [Care Quality Commission \(England\)](#), or the [Social Care and Social Work Improvement Scotland \(SCSWIS\)](#), the [Care and Social Services Inspectorate, Wales](#). Jobcentre Plus pays replacement care costs on behalf of the carer. Any contract for care must be between the carer (or person cared for) and the replacement care provider and must not involve Jobcentre Plus.

### **Opportunities Involving Work with Children or Other Vulnerable Members of Society**

58. On occasion, as part of your provision, you might organise opportunities where participants would come into contact with children or other vulnerable groups. Jobcentre Plus staff will take reasonable steps to ensure participants' suitability before they refer them to you. However, it is your responsibility to ensure that participants are suitable for such opportunities.
59. Changes to legislation brought about by the Police Act 1997 Section V altered the arrangements for obtaining criminal record checks. From April 2002, the Criminal Records Bureau (CRB) and the Scottish Criminal Records Office (SCRO) took over the role from local police authorities for checking criminal record information for employment and volunteering purposes. These checks are known as 'Disclosures'. The aim of the Disclosure service is to enhance public safety and enable employers and voluntary organisations to make safer recruitment decisions. Further information on Disclosures can be found on the [CRB website](#) and for carrying out any criminal record checks that are required.

## **Safeguarding Vulnerable Groups**

60. Providers must comply with legislation in The Safeguarding Vulnerable Groups Act 2006 (Independent Safeguarding Authority England and Wales), The Safeguarding Vulnerable Groups Order (Northern Ireland) 2007 and Protecting Vulnerable Groups Act 2007 (PVG Scotland).
61. You must also comply with the legislation in the Multi Agency Public Protection Arrangements (MAPPA) England and Wales and MAPPA Scotland.
62. For more information and guidance with regard to these schemes and legislation please see the links below.

[Safeguarding Vulnerable Groups](#)

[Protecting Vulnerable Groups](#)

[The Safeguarding Vulnerable Groups \(Northern Ireland\) Order 2007](#)

[Criminal Records Bureau](#)

## **Special Customer Records (SCR)**

63. Certain participants are allocated Special Customer Records (SCR) status. This is determined by HMRC Special Section D (SSD) in Newcastle for cases where unrestricted access to participant's data poses a demonstrable risk to the individual's safety.
64. Records are maintained clerically by Jobcentre Plus and have a protective marking of "Restricted". As these cases are maintained clerically, these participants must not have their details held on any electronic systems. This status may be allocated for a variety of reasons:
- Transsexuals;
  - Participants with Gender Recognition Certificates;
  - VIPs. Please Note: for this purpose local dignitaries, pop stars, actors and sports personalities are not classed as VIPs, but may still be allocated this status, following a participants request for privacy;
65. Other special cases, this category covers cases which are more difficult to define. Each case is considered on its individual merits. For example participants who have served a serious custodial sentence e.g. murder, given evidence to police in criminal cases, run away from home to escape an arranged marriage or are part of a witness protection

66. All referrals for SCR customers will be made clerically by Jobcentre Plus using the form SL2.
67. During the time participants who have had this status allocated to them are with you on your provision you are required to maintain their records clerically.
68. Access to a Special Customer Record must be restricted to a set period of time and on an event-by-event basis.
69. The period of time allowed should be sufficient for the effective conduct of business and, in every case, no longer than four hours. If this period of time is inadequate, management authorisation will be necessary.
70. To prevent unauthorised access to documents relating to Special Customer Records, clerical papers must be physically protected to a level commensurate with the identified risks.
71. All clerical records must be stored securely in robust lockable wooden or steel furniture.
72. You are expected to replicate the Jobcentre Plus policy. A member of staff at management level must be nominated at each of your offices to be responsible for the safekeeping of all sensitive participant records.
73. Your nominated officer will be responsible for ensuring that the access to clerical papers is strictly controlled and only granted to a user on those occasions where it can be established that a legitimate business need exists. Ideally there should be a control sheet for these cases, showing date, name of staff member and reason for record access.
74. Your nominated officer should make themselves known to Jobcentre Plus. All Special Customer Record participant information shared between yourselves, Jobcentre Plus and/or the Benefit Centre (BC) should be between your nominated officer and the Jobcentre Plus/ BC equivalent.
75. For more information on how to process sensitive participant records refer to your programme specific guidance.

### **Multi-Agency Public Protection Arrangements (MAPPA)**

76. MAPPA are the statutory arrangements for managing sexual and violent offenders. MAPPA is not a statutory body in itself but is a mechanism through which agencies can better discharge their statutory responsibilities and protect

the public in a co-ordinated manner. Agencies at all times retain their full statutory responsibilities and obligations.

77. In England and Wales, the Responsible Authority (RA) consists of the Police, Prison Service and Probation Service.
78. The RA consists of the Local Authority (social work services in practice), the Chief Constable for the Local Authorities area, Health Boards (and special Health Boards - Health Boards and Special Health Boards roles are limited to certain restricted patients who are subject to particular kinds of orders under the 1995 Act) for that area and Scottish Ministers (the Scottish Prison Service in practice).
79. In Scotland the RA consists of the Local Authority (social work services in practice), the Chief Constable for the Local Authorities area, Health Boards (and special Health Boards - Health Boards and Special Health Boards roles are limited to certain restricted patients who are subject to particular kinds of orders under the 1995 Act) for that area and Scottish Ministers (the Scottish Prison Service in practice). National Health Service health boards/special health boards are nominated as responsible authorities due to the inclusion of restricted patients within MAPPA in Scotland.
80. The RAs are charged with the duty and responsibility to ensure that Multi-Agency Public Protection Arrangements (MAPPA) are established in their area and for overseeing the assessment and management of the risks of all identified MAPPA offenders.

### **Employment and training restrictions**

81. Once the risk assessment has been completed, the RA will notify the nominated officer within Jobcentre Plus on form MAPPA J of the restrictions placed upon the claimant.
82. Offenders who are released into the community and MAPPA managed may have time limited restrictions placed upon them by a variety of legal requirements which may affect the type of employment and training accessible to them.

These restrictions could include specific license conditions or civil order prohibitions or obligations (in Scotland) such as:

- Exclusion zones and non contact license conditions
- Sexual Offences Prevention Orders (SOPO's)
- Restrictions of Liberty Order (ROLO)
- Disqualification Orders; or
- Being subject to the Vetting and Barring scheme

83. Whilst the reasons for the restrictions will be given, neither Jobcentre Plus, nor yourselves will be told about the offence/reason for a participant having

been given MAPPA status, you will only be told of any restrictions placed on the participant by the RA; **these restrictions must be strictly adhered to.**

84. However, both Jobcentre Plus and providers will be given extra information about the claimant if it is considered that they may pose a serious risk of harm to their staff.
85. When the Jobcentre Plus nominated officer receives a MAPPA J form from the relevant RA, they will contact your nominated officer to provide the participants contact details and discuss any risks or restrictions that should be in place for each MAPPA referral. They will also discuss the obligations placed on you regarding these cases and how the information should be treated.
86. Once Jobcentre Plus are satisfied that your nominated officer understands their obligations and the restrictions placed on the participant they will forward a copy of the MAPPA J (add link) (by secure post) which gives information about the participant and the restrictions placed upon them.

## Participant Records

### Electronic records

87. Electronic referrals will be made in the usual way via PRaP, although you not all the participants' information will be included. On receipt of the referral you should deal with in the same way you would any other referral on your programme.
88. You may create an electronic record for the participant, however it must only contain the information you receive from PRaP and any other information pertaining to the daily running of the record, such as activities, job submissions etc.
89. The record must be marked up in such a way that identifies it as a MAPPA record and that further information may be obtained from your nominated officer.

### Clerical records

90. The original MAPPA J referral document and any other clerical documents relevant to the participant must be kept securely in locked metal or wooden furniture. Access to the document must be strictly controlled by the nominated officer.

### **Changes in Circumstances**

91. If a participant reports a change in their circumstances to you, you should take action as specified in your programme specific guidance.
92. Any changes relevant to the claimants' circumstance or changes to their restrictions will be notified to you by Jobcentre Plus via an updated MAPPA J
93. It may take extra time for Jobcentre Plus to action these changes (compared to normal cases) as they have to consult the RA before being able to process the changes themselves
94. Participants are unable to start work until they have been given permission from their RA to do so.

### **Document retention**

95. The MAPPA J and any other clerical documents being held securely must be destroyed immediately after the participant ends provision with you, in the same way as any other sensitive information.

### **MAPPA cases given SCR status**

96. There may be small numbers of MAPPA participants who request to be given Special Customer Record status. Jobcentre Plus will notify your nominated officer if this is to be the case.
97. MAPPA cases with Special Customer Records status will be referred on form SL2 as in the normal clerical referral process for Special Customer Records and should be treated as such throughout the time that the participant is with you.

### **Sharing Information with third parties (other providers /sub contractors)**

98. All information held by yourselves must be held in accordance with the Data Protection Act 1998 (DPA). There are other conditions as well, such as personal information which is deemed under the DPA to be sensitive personal information (such as the commission of an offence or the sentences of any court for criminal proceedings) which must be afforded extra protection.
99. MAPPA customers fall into the category of sensitive personal information and we need to ensure that both DWP and our providers/partnership organisations hold their information securely.

100. Information regarding MAPPA participants should only be shared when necessary and proportionate.
101. If there is a need to share information, such as on change of address or referral to a sub contractor this should be done between Nominated Officers only and must be proportionate and relevant.
102. Additionally, there will be circumstances when it is imperative that this information is shared further, so that you do not put the customer into inappropriate work experience, interviews etc. There are also health and safety considerations that may need to be applied to ensure the safety of your staff depending on the circumstances surrounding each customer. Again, the sharing of this information must be proportionate and relevant.

### **Ensuring Participants are not Exploited by Employers**

103. When delivering Jobcentre Plus provision you are responsible for ensuring that participants are not exploited. This is particularly relevant where participants are placed with employers for the purposes of training and/or work experience.
104. Before arranging work experience or other periods of attachment to an employer you must be sure there is a genuine reason why the employer wants to offer participants the opportunity to work with them. The placement must also be genuinely additional e.g. the participant must not fulfil a role which would otherwise be advertised as vacant. Once the participant is participating in the activity 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.
105. Any activity that you arrange for a participant to undertake with an employer must not contravene the National Minimum Wage Act. More information about the National Minimum Wage can be found via the link below:

<http://www.direct.gov.uk/en/Employment/Employees/TheNationalMinimumWage/index.htm>

106. In the event that a position becomes vacant and you find that a participant 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 of their unsuitability, there is no problem about continuing to offer work experience. If the feedback is vague and evasive, you should consider whether future offers of work experience are agreed with that employer. You must have systems in place to identify any patterns in the employer's handling of work experience.

107. Ultimately, any decision made about withdrawing work experience from the employer and participant will probably depend upon the quality of the feedback you get from the employer and the knowledge you have of the capability of the participant.

### **Unsuitable Types of Activity**

108. Participants must not be helped to engage in activities, including starting businesses which could put them at risk or bring Jobcentre Plus or you as a Provider into disrepute. It would be difficult to produce an exhaustive list of unsuitable activities and some common sense is required on your part.

109. You will also need to take into account a participant's personal beliefs where, for example, you bring to their attention particular job or training opportunities. For example, some individuals may have personal beliefs about working within certain types of industry, for example with food, and you should be sensitive to these.

### **Self Employment**

110. You may wish to offer support to participants in planning and running their own business. If you do so, **you must ensure** that this will not affect a participant's entitlement to benefits. Checks should be made with both Jobcentre Plus and Her Majesty's Revenue and Customs before commencing any self employment activity.

### **Management, Administration and Premises**

#### **Administration**

111. You are responsible for the day-to-day administration of the provision. You must have systems in place, which will ensure all administrative work, including that of any sub-contractors you use, is completed to a high standard within the time limits imposed by DWP. This will include:

- ensuring that all staff who have access to the Provider Referrals and Payments System (PRaP) have read, understood and are following the guidance on accessing and executing processes in the PRaP system;
- completing all the necessary actions via appropriate DWP systems accurately within the timescales required for your provision;
- providing regular management and performance information to DWP where appropriate;
- keeping track of participants and letting the Jobcentre Plus office know of their movement into, through and out of provision and into employment or other activities;

- letting a nominated Jobcentre Plus contact know of participants' progress, including any difficulties they may be experiencing that affect their ability to participate in and benefit fully from your provision;
- ensuring Audit requirements are met including for ESF audits as detailed in [Generic Guidance Chapter 11- ESF Requirements](#);
- having in place and operating systems to handle financial administration promptly and accurately, including keeping appropriate records and documentation;
- facilitating access by DWP monitoring staff, auditors, evaluators and others at DWP request; or
- prompt reporting to the Jobcentre Plus office of all relevant accidents involving Jobcentre Plus participants while they are in your charge, including those that occur whilst the participant is on placement at a sub-contractor and Health and Safety monitoring as a result of any changes.

### Premises

112. Where applicable, we expect your provision to be delivered from premises that are of a high standard and that offer a professional, business like environment. They should be appropriate to the expected through flow of participants and method of delivery.
113. You will also need to provide areas where participants can work without distraction and areas that afford the privacy needed for one to one discussion given that, on occasion, you will be dealing with issues of a sensitive and/or confidential nature.

### Sub-Contractors

114. Our contract is with **you** and it is therefore **your** responsibility to ensure that any sub-contractors you employ work to the same standards specified by DWP. You are responsible for ensuring they understand the objectives of the provision and their part in the delivery of those objectives, including meeting the needs of the labour market in your area, so that there is no compromise to the levels of quality and performance expected of you. You will need to demonstrate effective contract management and close support of sub-contractors, and ensure that they have appropriate administrative systems in place including adhering to ESF requirements. You will need to have in place suitable arrangements for checking that health and safety requirements, which are included in the [HSQ1](#), are also met by any sub-contractors. You must also bring the Programme Specific Provider Guidance to the attention of all sub-contractors. In line with the terms of your contract with DWP, you will need to ensure that DWP has right of access to your sub contractors.

## Identity Checks

115. It is your responsibility to verify with whom you are communicating. To do this, you may decide to ask them to state a combination of their personal information. For more information on what type of information may be required from participants please refer to your programme specific guidance.

## Fraud Prevention

116. If you suspect that a participant is committing fraud you should follow the procedures outlined via the National Fraud Hotline link below:

[http://www.direct.gov.uk/en/DI1/Directories/DG\\_10026666](http://www.direct.gov.uk/en/DI1/Directories/DG_10026666)

117. DWP places the utmost importance on the need to prevent fraud and irregularity in the delivery of its contracts. All suppliers and sub-contractors will be required to, as a minimum, adhere to the following four principles:

- have an established system that enables it's Staff to report inappropriate behaviour by colleagues in respect of any claims for payment in relation to any Call-Off Contract;
- ensure that the Prime Contractor's (or any Sub-contractor's) performance management systems do not encourage individual staff to make false claims for payment in relation to any Call-Off Contract;
- ensure a segregation of duties within the Prime Contractor's (or any Sub-contractor's) operations between those staff directly involved in delivering the Services and those making claims for payment in relation to any Call-Off Contract; and
- establish an audit system to provide periodic checks, at a minimum of six (6) monthly intervals, to ensure effective and accurate recording and reporting of performance of the Services.

## The Merlin Standard

118. The Merlin Standard is a DWP and Welfare to Work industry developed standard of excellence in supply chain management.

119. The Standard applies to you managing your supply chains; other organisations with supply chains within Welfare to Work provision can apply for voluntary accreditation.

120. From the introduction of the Work Programme you will be required to be accredited as compliant under the Standard within 12 months, and to maintain accreditation through bi-annual reassessment.
121. The Standard is designed to describe and encourage excellence, and the Merlin Web Portal [www.merlinstandard.co.uk](http://www.merlinstandard.co.uk) will facilitate sharing of good practice to that effect. If you do not achieve a minimum level against the Merlin Standard you will face penalties, including the possibility of contract breach.
122. The aim of the Standard is to encourage excellent supply chain management and within this to ensure fair treatment of partners & sub-contractors by you, to support development of healthy, high performing supply chains.
123. It delivers on the commitments articulated in the Code of Conduct of suppliers that was published with the [DWP Commissioning Strategy in 2008](#).
124. A separate service – the Merlin Mediation Service – can be accessed by potential sub contractors to arbitrate in cases where there is a dispute between you and supply chain partners.
125. This is an independent service, delivered by the Independent Case Examiner (ICE) that can be accessed by sub contractors to mediate between the parties to help agree a way forward for complaints that have not been resolved through your own dispute handling processes.
126. Parties will be bound by the outcome of mediation and the DWP Account Manager will monitor and ensure agreed action is taken.

## **The Merlin Standard Mediation Process**

### **Receipt of Complaint**

127. Any sub-contractor who wishes to raise a complaint against a Prime Contractor delivering any provision let under The Framework will need to complete the Merlin Standard Complaint Report proforma and submit it via the Merlin Mediation email inbox:  
[sheffieldsteelcityhouse.merlinmediation@dwp.gsi.gov.uk](mailto:sheffieldsteelcityhouse.merlinmediation@dwp.gsi.gov.uk)
128. However, cases should only be referred, for potential mediation, where recourse to your complaints handling procedures has failed to achieve resolution.
129. Once the complaint has been received, the PMD Merlin lead will consider whether the complaint is a specific Merlin issue or not.

130. If the complaint is considered to be outside the criteria of Merlin accreditation, the Merlin lead will investigate and seek appropriate commercial advice where applicable.
131. If the complaint is a Merlin issue it will be referred to a formal Independent Mediation Service/Independent Case Examiner (IMS/ICE).
132. If the sub contractor goes directly to the Account Manager or the IMS/ICE they should be signposted to complete the proforma and submit it via the email inbox.

### **Dealing with the complaint**

133. IMS/ICE will mediate between both parties and DWP as necessary. Once investigations have been completed, a final report will be sent to both parties on complaint/dispute, formalising the agreement that has been reached.

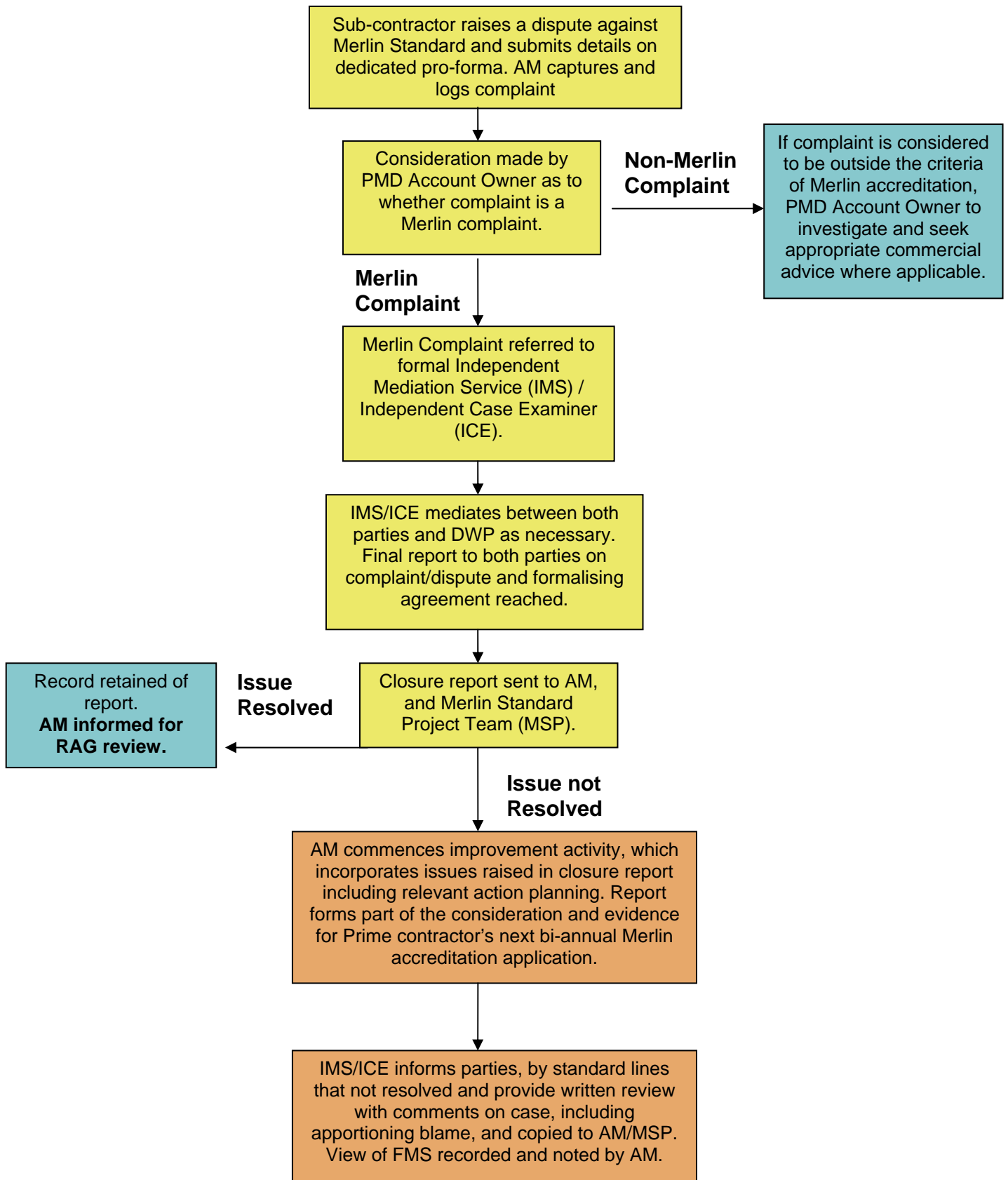
### **Notification of Outcome**

134. IMS/ICE will inform the Account Manager and Merlin Standard Project Team of the decision/outcome of their investigation within 55 days of completion. If the issue has been resolved, IMS/ICE will notify of the positive outcome and the decision will be logged by the Account Manager and PMD Merlin lead. If the issue has not been resolved IMS/ICE will provide a written overview of the case, which will again be logged by the Account Manager.

### **Further Activity**

135. If the outcome is positive, the Account Manager will update their records accordingly.
136. Where the mediation process has failed to reach a mutually agreeable solution the case will be referred back to the Merlin contract manager and through collaboration with the Account Manager an action plan will be agreed and communicated to you and the sub contractor concerned. The Account Manager will commence improvement activity, which incorporates issues raised in closure report including relevant action planning. The IMS/ICE closure report will form part of the consideration and evidence for your next bi-annual Merlin accreditation application.
137. You are contractually obliged, under call-off terms and conditions for the Work Programme, to at all times comply with the Merlin Standard under clause 6.1.10. Any breach of this clause by you, shall be a material breach of the Contract and shall entitle the Authority (at its absolute discretion) to exercise its rights under the provisions of Clause 8.2 (Termination on Default).

### The Merlin Standard Mediation Process Map



### **Travel Expenses**

138. Participants attending provision are entitled to a refund of the travel costs they incur. It is your responsibility to pay the participant's travel costs as travel expenses are included within the funding received from DWP as part of the overall contract package.
139. Participants are expected to travel to your provision by the cheapest method available to them. However, some participants will be unable to travel by the cheapest method for example, due to a disability or the need to be accompanied by a support worker.
140. On commencing provision you should advise participants what evidence they will need to produce to claim refunds of travel costs, for example bus tickets.

### **Grievance and Complaints Procedure - Treating Participants Fairly**

141. There may be occasions when a participant wishes to complain or air grievances. You must have a complaints process which allows participants to do this.
142. It is your responsibility to resolve any grievances, concerns or complaints internally through your own process. In some circumstances however, it may be necessary to contact Jobcentre Plus or other nominated officer for additional advice.
143. If a Jobcentre Plus adviser or other nominated officer receives any feedback from the participant about you which highlights problems, they may, in the first instance, discuss this with you and ask for your comments/observations on the feedback the participant has provided. If a satisfactory resolution cannot be made then you and the Jobcentre Plus adviser/nominated officer should consider referring the problem to the relevant point of contact responsible for managing your contract.
144. If you or another nominated officer receives any feedback from the participant against Government Agencies or Businesses where they feel they have not treated them fairly or have not dealt with complaints in a satisfactory manner, complainants can approach the [Independent Case Examiner's](#) office.
145. For more information please refer to your programme specific guidance.

### **DWP/Jobcentre Plus and Provider Complaints Procedure**

146. The procedure for non Work Programme complaints can be found at the following link:  
[http://www.direct.gov.uk/en/Governmentcitizensandrights/Yourrightsandresponsibilities/Makingcomplaints-yourrights/DG\\_10013518](http://www.direct.gov.uk/en/Governmentcitizensandrights/Yourrightsandresponsibilities/Makingcomplaints-yourrights/DG_10013518)

### **Changes in Personal Circumstances**

147. It is the participant's responsibility to report to Jobcentre Plus any change in personal circumstances. For more information please refer to your programme specific guidance.

## Annex 1 – Further Information

The following is a list of publications/websites providing further information that may be of use:

[Direct Gov](#) Provides, together with other information, general information on the work of Jobcentre Plus, including specific guidance for providers and participants

[The Learning & Skills Network](#) LSN deliver programmes, research, training and consultancy projects, which were previously carried out by the LSDA. It is an independent not-for-profit organisation committed to making a difference to education and training through research, training and consultancy.

[Learning and Skills Improvement Service](#) is the new sector-owned body, formed from CEL and QIA to develop excellent and sustainable FE provision across the sector.

[The National Institute of Adult Continuing Education \(NIACE\)](#) NIACE is an independent, non-governmental organisation for adult learning in England and Wales. It is a registered charity and represents the interests of all adult learners – especially those who have benefited least from education and training. NIACE aims to increase the number of adults engaged in formal and informal learning in England and Wales by improving opportunities and widening access to learning opportunities.