



Employment Zone Guidance for Contractors

**Please note this guidance is a supplement to the EZ Contract
and should be used in addition to it.**

CHAPTER	NAME	PAGE
1	Identification and Referral	3
	• Eligibility criteria for joint claimants	3
	• Referral	4
	• Customer Choice Model In Multiple Provider Zones	5
	• Handling ineligible Employment Zone participants	5
	• Dealing with inappropriate participant behaviour	6
2	Pre-Entry Interview	7
	• Conducting the PEI	7
	• Grievance Procedures	8
3	Stage Two and Stage Three	9
	• Participant starts Stage Two	9
	• At the end of Stage Two	9
	• Stage Three/Start employment	9
	• <i>Test Trading – Self Employment</i>	10
	• <i>Work Placements</i>	11
4	Making Payments to Participants	12
	• Employment Zones Payments	12
	• Advance Payments	12
	• Non-receipt of payment	13
	• Underpayments	13
	• Overpayments	13
	• Benefit Uprating	14
	• Handling Suspected Fraud	14
5	Stage 2 Volunteer Groups	15
	• <i>The Volunteers model</i>	15
	• Change of circumstances reported during Lone Parent EZ participation	16
6	Change of Circumstances	17
	• Changes where EZ participation continues	17
	• Changes where EZ participation is suspended (Clockstops)	20
	• Changes where EZ participation ends	21
7	Decision Making and Appeals	23
	• Raising a doubt	23
	• Issues that require DMA action	24
	• Annex A: Jobseekers Direction	27
	• Annex B: Re-establishment Interview	28
8	Follow On	29
	• Participant decides to move into Follow On	
9	In Work Benefits	30
	• Access to other provision	
10	Health and Safety	31

CHAPTER 1

IDENTIFICATION AND REFERRAL

People with Disabilities (PWD)

1. PWD's may be referred to the Contractor. For EZ purposes a disabled person is someone who meets the definition within the Disability Discrimination Act and those whose disability would disadvantage them in the workplace. If they have any special requirements Jobcentre Plus will inform the Contractor (with the Participant's consent) using an EZ1.
2. Where a person with a disability is already on a caseload with a Jobcentre Plus Disability Employment Adviser (DEA), they will be given the choice to complete their caseload activities before being referred to the EZ at a subsequent Restart Interview.

Participants with English as a Second Language

3. Participants whose first language is not English may be referred to the EZ. Jobcentre Plus will forward additional information (with the Participant's consent) to the Contractor using the EZ1.

Participants with Basic Skills needs

4. Jobcentre Plus can refer Participants who need help with basic skills, for example literacy and numeracy, to the EZ. Specific information will be included on the EZ1

Re-qualifiers

5. Participants who have completed a full EZ cycle or become an EZ leaver may re-qualify and be re-referred by Jobcentre Plus if they meet the original eligibility conditions.

Joint Claimants

6. Customers who are part of a Joint Claim are eligible for the EZ programme. When working with Joint Claimants Contractors should be aware that during their time on the Zone:
 - Joint claimants should be available to attend explanatory interviews at Jobcentre Plus to discuss issues affecting their JSA claim. Jobcentre Plus will notify both members of the claim when such an interview is to occur. The Zone should be flexible to allow Participants to attend.
 - The Participant may not always be the nominated payee
 - A Participant's Benefit Week Ending (BWE) day may change if they are a member of a joint claim and the other member is in receipt of an Jobcentre Plus/New Deal allowance payment, and
 - The level of subsistence may vary as the circumstances of the joint claim can alter
7. JSA payments are issued to one member of the Joint Claim couple, known as the nominated payee. Either member of the joint claim, or both, may be eligible for EZ participation, but only the nominated payee will be entitled to subsistence payments. If a Participant is part of a joint claim but is not the nominated payee, a Z1000 form should be available for audit purposes as evidence that subsistence payments are not due.
8. Some members of a joint claim may not be able to meet JSA conditions for a period of time (for example, if they have incapacity, or caring responsibilities). Full-time students should not be penalised while they are improving their long term prospects of employment. In these

cases, the member will still be required to be part of a joint claim but can apply for an exemption from certain JSA conditions and may apply for their NJI to be postponed.

8. EZ Participants who are members of a Joint Claim may apply to become exempt from participation. These Participants will remain on the EZ while their exemption is considered. Contractors should be aware that in these cases, it may be appropriate for Participants to be excused attendance or have their activity reduced. Where an exemption is granted EZ participation will cease until the exemption ends. If this period is not longer than 26 weeks, the Participant should return to the same point at which they left the EZ.

Pregnancy

9. Pregnant women may elect to join the EZ if eligible, however once they join the EZ participation becomes mandatory. Women who are or become pregnant during participation should attend until the 11th week before their expected date of confinement.

Exclusions

10. Those Jobseekers who are currently excluded from Jobcentre Plus because of their behaviour will not be referred to an EZ. If a Participant becomes potentially violent on an EZ, Jobcentre Plus must be notified in writing immediately. The guidelines set out on Page 6 of this Chapter should be followed to manage the risks associated with Inappropriate Participant behaviour.

Restrictions Imposed by Probation Service

11. Where a Participant has any restrictions regarding the types of placements or vacancies they can take, the Jobcentre will send a copy of the Probation Service form to the Contractor to inform them of the nature of the restriction. The Contractor must confirm with the Jobcentre that they have received the form. The Contractor should then liaise with the Probation Service (contact details will be on the form).

Nationally Sensitive Records

12. Customer records that are nationally sensitive will not be required to attend an EZ. These may include Members of Parliament, the Royal Family, Senior Armed Forces Personnel, Senior Civil Servants, and other Special Cases, for example, serious sex offenders, persons at risk and Witness Protection cases.

Participants nearing 60 years of age

13. Jobseekers who are within six months of reaching 60 years of age at the point of identification may elect to join EZ if eligible. If they do elect to join the EZ, participation becomes mandatory.

REFERRAL

14. Once Jobcentre Plus has confirmed the Participant's eligibility they will contact the Contractor and forward a copy of the LMS Referral to Interview letter and an EZ1 form - Employment Zone Referral notification. An appointment must be made within two weeks of the customer being referred from Jobcentre Plus.

CUSTOMER CHOICE MODEL IN MULTIPLE PROVIDER ZONES

15. Within those Employment Zones where two or three Contractors operate the programme, arrangements will be introduced that will facilitate customer choice. Participants eligible to join the Programme will have the opportunity to choose a Contractor operating the EZ Programme in the area in which the participant lives. Once a participant has been directed to their chosen Contractor they will be required to complete the Programme with that Contractor.
16. Participants who fail to choose a Contractor will be randomly allocated to one of the Contractors in the Zone.
17. At the booking of the appropriate interview (18 months for Participants aged 25 and over and 6 months for 18-24 year olds who have previously participated in NDYP), the Participant will be provided with the information leaflet. This will usually allow the Participant a period of up to four weeks prior to the interview during which they can research the choice options available to them. Participants may have the opportunity to visit the EZ Contractors before making their choice.
18. Jobcentre Plus advisers will provide a signposting service where appropriate, whilst maintaining neutrality throughout the process.
19. If a Participant fails to attend their initial interview they are deemed to have not started on the Zone. Upon a new referral to the Programme the Participant has the choice of which Provider they wish to attend.

HANDLING INELIGIBLE EMPLOYMENT ZONE PARTICIPANTS

20. If customers are identified as ineligible after being referred to the EZ the following procedures should be followed:

Customer Ineligibility is identified Before Entering the EZ

21. Where Jobcentre Plus identifies that a Jobseeker is ineligible before they attend their first interview with the Contractor, they will notify the customer that they are no longer required to participate in the EZ. Jobcentre Plus will also notify the Contractor.

Customers under Sanction

22. Where a Jobseeker has a sanction in place, but is referred to the Zone in error, their participation should be stopped while the sanction applies. When the sanction ends they should be referred back to the Zone at the point they left.
23. Where a sanction has been raised before the Participant started on the Zone and comes into effect after they have entered onto an EZ their participation should be stopped while the sanction applies. When the sanction ends they should be referred back to the EZ at the point they left.

Participants who have started on the EZ but are found to be ineligible

24. Participants who are found to be ineligible after starting Stage One or Stage Two should be given the option to continue on the EZ.

Participants in receipt of other benefits

25. Where Participants are in receipt of other benefits and choose to continue, they will continue to receive their original benefit and the Contractor will not pay subsistence payments. The Contractor cannot claim the Stage 2 payment.

Participants who choose to continue on the Employment Zone

26. For Participants choosing to continue on the EZ who are ineligible the following action is required. Contractors will:
- Seek written agreement from the DWP Contract Manager for the Participant's continuation on the EZ
 - Explain the situation to the Participant and highlight the fact that their continued participation is voluntary
 - Advise their staff that the EZ cannot raise sanctions against the Participant, however Jobcentre Plus can raise a doubt if the Participant fails to follow a Jobseekers direction
 - Claim Stage One and job outcome payments as normal
 - Not pay subsistence as Jobcentre Plus will pay JSA to the Participant. The Stage 2 payment cannot be claimed the Contractor
 - Ensure that Participants attend the Jobcentre Plus office at least once every two weeks (or Contractors may inform Jobcentre Plus that the Participant has attended the Zone at least every two weeks) to continue to be eligible for JSA payments

Participants who choose to leave the Zone

27. Where a Participant chooses not to continue on the EZ the Contractor should issue an end date notification (EZ9). All Participants will be re-established onto full JSA except Lone Parent Volunteers who will continue to receive their existing benefit.
28. Where a Participant is on Stage Two, and does not wish to continue, the Contractor will need to book a re-establishment interview for the Participant at the Jobcentre.

DEALING WITH INAPPROPRIATE PARTICIPANT BEHAVIOUR

Background

29. EZ Contractors cannot be selective about which Jobseekers access their provision. It is likely that Contractors will experience a wide range of behaviour from the Participants they deal with, which will include those Participants who exhibit difficult, aggressive or violent behaviour.
30. **Potentially Violent (PV's)** - Those Jobseekers who have a behavioural marker on their Jobcentre Plus record will be notified to the Contractor at point of referral. The nature of the marker may not be disclosed under the Data Protection Act and in order that the Contractor can make their own judgement on the individual whilst dealing with them in such a way that any risk to staff is controlled. Contractors are expected to deal with these Participants as part of normal business.
31. Contractors should agree with their local Jobcentre Plus how these customers will be identified.

Excluding Participants From EZs

32. Contractors are likely to experience cases where Participants present inappropriate behaviour and this will come in different forms. If an exclusion is sought a request should be sent to the Contract Manager who will make a decision based on the individual circumstances. Participants will not be excluded from an EZ and returned to Jobcentre Plus on the basis of *potentially* violent or inappropriate behaviour (e.g. verbal assault including racial and/or sexual harassment, foul language or the issuing of threats, or in the event that a Participant refuses to co-operate with EZ procedures or interventions).
33. In the event of any inappropriate behaviour the Contractor must complete a QB21 and an incident form.

CHAPTER 2

PRE-ENTRY INTERVIEW

1. Stage One lasts a maximum of 4 weeks. During Stage One, public holidays do not count towards the balance of time - where public holidays occur during Stage One, it will last for 4 weeks plus any public holidays. Each Participant must be allocated a dedicated Personal Adviser who will work with them to develop an Action Plan. The Action Plan will form the basis for the activity they undertake during Stage Two and possibly during Follow On.
2. The Pre-Entry Interview is undertaken prior to the move to Stage 2. The objectives of the PEI are to ensure that the EZ Participant fully understands:
 - The changes that will occur to their payments
 - How their JSA/benefit payments will be made
 - Their rights and responsibilities during Stage Two

CONDUCTING THE PEI

3. During the PEI the Contractor or Jobcentre Plus will:
 - Explain that while on Stage Two the Participant is not required to attend the Jobcentre for Fortnightly Job Review but is required to work with the contractor for up to 26 weeks to find work.
 - Explain that the requirement to have a JSAg is still suspended and while on Stage Two the requirements to be available and actively seeking are also suspended.
 - Explain that failure to attend Stage Two may effect their entitlement to JSA.
 - Explain that Stage Two participation is mandatory whilst they continue to receive JSA/subsistence payments.
 - Explain to the Participant the changes to their JSA payments where applicable.
 - Where the Participant is starting Stage Two during the first week of a fortnightly cycle (other than the BWE day) explain that a payment of one week JSA(IB) will be sent out on the next BWE date.
 - Reassure the Participant that the amount of PJA subsistence plus nominal JSA(IB) they receive, will be at least equal to the total amount of weekly JSA(IB) they are in receipt of.
 - Explain that the subsistence payments will be made at the same frequency as their JSA(IB) payments.
 - Explain that should they find work during Stage Two their subsistence payment will be paid up to the day before they commence paid work.
 - Issue form JCP25 and explain that any change of circumstances must be reported to the Jobcentre.
 - Collect the Participant's ES40JP. Issue an EZ40 to the Participant.
 - Obtain the Participant's signature on an ES88X where forward signing is necessary
 - Explain to the Participant that direct payments to third parties (e.g. gas, electricity etc.) will continue to be paid in the same manner.

- Explain that any loss/non receipt of subsistence payments must be taken up with the EZ Contractor.
- Explain that the EZ Contractor will have their own arrangements around time off for holidays etc. that they will explain.
- Explain that any grievance or dispute with the EZ Contractor should be addressed by the EZ Contractors own grievance procedures.
- Explain that any loss/non receipt of JSA payments must be raised with Jobcentre Plus.
- Where the Participant is in part-time work, issue 13 B7 forms and inform the Participant that payments may be delayed if these are not returned promptly.
- Explain to the Participant that if they leave the EZ early and return to JSA, they may be re-referred to EZs and their EZ Contractor will inform them of the revised end date.
- Obtain the Participant's signature on the EZ3 Tracking Card declaration.
- Complete and sign the EZ3 Tracking Card.

GRIEVANCE PROCEDURES

4. Contractors must have their own grievance procedures in place to handle complaints from Participants. All staff in contact with EZ participation must be made aware of Contractor's Grievance Procedures. Records of complaints and grievance and any action taken should be made and retained. These records must be made available for DWP purposes including existing documentation from Participants.

CHAPTER 3

STAGES TWO & THREE

1. During Stage Two the Participant and personal adviser have up to 26 weeks to work through the steps and activities identified in the Action Plan. During Stage Two, public holidays do count towards the balance of time, so Stage Two will last 26 weeks regardless of the number of public holidays during that time. In Stage Two, Participants are no longer required to attend the Jobcentre Plus office each fortnight, complete or update a JSAg, or to sign to confirm that they are available for and actively seeking work.

PARTICIPANT STARTS STAGE TWO

2. Following the first Stage Two interview an EZ9 form must be completed by the Personal Adviser and returned to the Participant's Jobcentre Plus office (a copy must also be kept on file). Jobcentre Plus will update the Jobseekers Allowance Payments System (JSAPS) to confirm that the Participant has started Stage Two. Notification of the amount of subsistence the Participant will be entitled to while on Stage Two will then be sent to the Contractor and to the Participant.
3. Once the EZ9 has been sent to Jobcentre Plus to confirm the start date the Contractor may claim the Stage Two payment from DWP.

AT THE END OF STAGE TWO

4. At 26 weeks, if the Participant has not been successful in securing work, the Personal Adviser must:
 - Discuss the option of Follow On with the Participant
 - Review Action Plan to reflect the actions to be undertaken during Follow On
 - Support the Participant's move back to JSA
 - Complete and return an EZ9 form to Jobcentre Plus (a copy must be held on the EZ Participant file)
 - Contact Jobcentre Plus to arrange an appointment for the Participant to reinstate their JSA claim if applicable

STAGE THREE/EMPLOYMENT

1. When a Participant moves to Stage Three the contractor must complete an EZ9 and send a copy to Jobcentre Plus. The EZ should also advise the Participant to return their EZ40 to Jobcentre Plus.

Test Trading – Self Employment

EZ Participants may be offered a period of test trading in the same way as Jobcentre Plus programmes such as New Deal for Young People and New Deal 25+. This option enables an individual to begin to trade while receiving support and guidance until the business becomes self-supporting. Periods of test trading for Participants intending to go self-employed count towards the time spent on Stage 2. Contractors may choose whether to make test trading available to Participants.

Required action

Contractors must develop packages of assistance, including specialist advice and expertise on setting up and running a business. Test trading can only be offered during Stage 2, therefore Contractors must ensure that there is sufficient time available on Stage Two. If a Participant begins a period of test trading, this should be recorded as a change of circumstance using a JCP25 form. Social Security regulations, which protect the interests of the Participant, and define the role of the Contractor must be satisfied when assisting a Participant with a period of test trading. For more information please contact your contract manager.

All Participants undertaking test trading should receive 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. Where necessary your assistance should be provided in closing down a business and subsequent job search support.

Business bank account

To ensure that any available funds are used solely for business purposes, the Contractor (or an appropriate provider organisation if the work is sub-contracted) must set up a mandate requiring a representative of the Zone to be a dual signatory on a Participant's business cheques. The Participant must not be able to cancel the mandate without the agreement of the Zone. Transactions must be paper based where possible (e.g. cheques), and electronic banking methods should be avoided. The Contractor must remain a dual signatory on the account until the Participant leaves the Zone.

End of test trading

If a period of test trading is successful and the Participant chooses to continue in self-employment independently, money in the business account should be released to the Jobseeker immediately the test trading ceases. The Zone should assist a Participant to terminate test trading and become fully and independently self-employed on an early basis if a period of test trading is particularly successful.

If a Participant ceases test trading and enters full time unsubsidised employment, any money in the business account should be released immediately when the Jobseeker enters full time unsubsidised employment.

If at the end of test trading a Participant is not in a position to continue in self-employment, the Contractor must continue as a joint signatory on the business bank account for a further 13 weeks. Any money must not be released until the first day after the thirteenth week (this must be after the completion of Stage Two), at which point the Jobseeker is required to declare the money as a change of circumstances so that it can be taken into account for the assessment of JSA. Any profit will be divided by the number of weeks during which test trading was undertaken and, subject to normal disregards (and notional deductions for tax and national insurance), the resulting weekly sum will be deducted from the Participant's

JSA entitlement over the following weeks. For more information please contact the relevant Jobcentre Plus office.

If a Participant ceases entitlement to JSA, and if the proceeds of the trading account amount to more than £3000, they will be regarded as capital when assessing entitlement to housing benefit. For more information please contact the local authority housing benefit section.

WORK PLACEMENTS

If the Participant undertakes a work placement for which they receive remuneration, their Adviser should explain that they will not receive JSA or subsistence payments for the period of the work placement. They will continue to receive Housing Benefit and Council Tax Benefit providing that their income from the work placement does not exceed set levels. Contractors should liaise with the relevant Local Authority to ensure that any payment does not exceed eligible HB and CTB levels.

Work Placement Remuneration Exceeds HB/CTB Thresholds, and Work Placement Lasts for Less than 4 Weeks

If the Participant undertakes a work placement where remuneration exceeds HB/CTB thresholds, the following should be taken into account when deciding whether this is a suitable option for the Participant:

- that entitlement to JSA (IB) and therefore subsistence payments will cease;
- entitlement to HB and CTB will cease for the period of the work placement, but will be reinstated on return to the EZ at the original rate as the linking period for HB is four weeks.

Work Placement Remuneration Exceeds HB/CTB Thresholds and Work Placement Exceeds 4 weeks

If the work placement exceeds 4 weeks, on return to the EZ, the Local Authority will reassess the Participant's entitlement to HB. Council tenants will not be affected as their rents are fixed

If the Participant rents their property from a private sector landlord, the amount of Housing Benefit that they were entitled to prior to the work placement may have changed because of these variables and may have reduced.

The Contractor may wish to reconsider the appropriateness of the work placements to ensure that the Participant does not consider themselves disadvantaged by attending the EZ.

CHAPTER 4

MAKING PAYMENTS TO PARTICIPANTS

1. Jobseekers attend the Jobcentre Plus office each fortnight on their benefit week ending day (the signing and payment period end day) and make a declaration to confirm that they are still unemployed and still adhere to the conditions for receipt of JSA. In order that Jobseekers and Jobcentre Plus know which week in each fortnight the Jobseeker should attend, they are allocated a cycle. The two cycles are 'P' and 'R'. The Zone should be aware of the benefit week ending day and cycle for each Jobseeker.

2. There are two forms of JSA

JSA (C), Contributory JSA - National insurance contributions paid by the Jobseeker whilst in work entitle them to JSA (C), which is payable for 6 months. After this time the Jobseeker may receive JSA (IB) depending on their personal circumstances.

JSA (IB), Income Based JSA - A Jobseeker's entitlement is based on their income and circumstances (means tested).

3. Due to their length of unemployment mandated Participants entering EZs will be in receipt of JSA(IB). However, some Early Entrant Participants may be in receipt of JSA(C) as they can be referred after any period of unemployment.

EMPLOYMENT ZONES PAYMENTS

Stage Two Payments

4. During Stage Two the Participant receives two payments
 - A payment from Jobcentre Plus - a nominal amount of 50p per week paid by cheque or ACT, which ensures that the Participant is still entitled to 'passported benefits' e.g. Housing Benefit, and
 - A subsistence payment from the Contractor as notified by Jobcentre Plus.
5. Jobcentre Plus will send a Z1000 notification form generated by JSAPS to the Contractor, which details the Participant's entitlement to JSA for a 26-week period once they start Stage Two (JSA14 forms or 527 screen prints will be accepted in cases where Z1000 forms are not available). These amounts may change if the Participant's circumstances change. Once Jobcentre Plus receive details of the change from the Contractor, they will issue a revised notification which will state what caused the change in JSA rate (for example if the Participant started part-time work) and the revised amount of Subsistence due.

ADVANCE PAYMENTS

6. Each year Jobcentre Plus offices are closed for Bank Holidays, Easter and over Christmas and New Year. To ensure that Participants receive their payments, some are sent out early. Jobcentre Plus input dates to JSAPS, which allows these payments to be sent out early without the Participant attending the Jobcentre Plus office to give a signature. These payments are known as advance payments.

7. EZ Participants should be paid advance payments in a similar fashion. An advance payment schedule can be obtained from JCP prior to the holiday periods. Contractors are obliged to follow advance payment schedules in order to ensure that Employment Zone Participants are in no way advantaged or disadvantaged.

NON-RECEIPT OF PAYMENT

8. Jobseekers normally receive their JSA payments 2 working days after attending the Jobcentre. In normal circumstances they should wait 3 working days before they can report that a payment has not been received, although the Jobcentre Plus Manager does have authority to replace a payment if it has not arrived 2 days after attending the Jobcentre. Once a payment has been reported missing, the Jobcentre Plus Manager decides whether to replace the payment (taking into account the Participant's payment history). All payments reported as missing are traced and Participants may be interviewed if they are later found to have been cashed.

Non-Receipt of JSA Payment in Stage One

9. If a Participant does not receive their payment during Stage One they should report the problem to Jobcentre Plus. It is the responsibility of Jobcentre Plus to consider replacement, track the missing payment, and make the replacement if required. Jobcentre Plus can only refuse to replace a payment if they can prove that it has been cashed.

Non-Receipt of Payment in Stage Two

10. If the nominal JSA payment is missing, Participants should report the non-receipt at the Jobcentre in the normal way.
11. If the Subsistence payment is missing, the Contractor should decide whether to replace it, and trace the missing payment.

UNDERPAYMENTS

12. If Jobcentre Plus identifies an underpayment (for example, following a declaration of a change of circumstance) during the period that the Participant is on Stage Two, they will notify the Contractor who must make the arrears payment to the Participant.

OVERPAYMENTS

13. If a Participant receives an overpayment during Stage Two, it is possible in some circumstances for the Contractor to recover the overpayment from the Participant.
14. If the overpayment is due to Participant error, it can be recovered from the Participant, as detailed in the section 'Recovering Overpayments' below.
15. If an overpayment is as a result of Jobcentre Plus error, it is not recoverable. This is due to the way in which Stage Two payments have been calculated. Stage Two payments are based upon the average gross JSA payments made in each EZ (before deductions and direct payments are made and before the nominal amount of JSA is subtracted). Overpayments caused by Jobcentre Plus error are not recoverable from the Participant, Jobcentre Plus or the Department for Work and Pensions.
16. If an overpayment is due to Contractor error the overpayments are not recoverable from the Participant without their agreement.

Recovering Overpayments

17. Contractors may recover overpayments of Subsistence payments where they can demonstrate that the overpayment has been caused by Participant error. Jobcentre Plus should provide confirmation that Participant error caused an overpayment. Any recovery must be in line with normal JSA recovery rates and must take account of any other recoveries being made by JSAPS. The local Jobcentre Plus office will provide Contractors with details of the recovery rate.

BENEFIT UPDATING

18. Each year the amount of benefit each Participant is entitled to is updated in line with the cost of living. This happens at the beginning of the new tax year in April Jobcentre Plus will include the updating in advance in the notification sent to the Contractor whilst the Participant is on Stage Two, but in some cases a revised notification will be sent. Jobcentre Plus will also write to the Participant to advise them of their new entitlement.

HANDLING SUSPECTED FRAUD

19. Despite all precautions being taken, some Participants may be fraudulently claiming JSA and therefore Subsistence payments. This can be done in a number of ways, most commonly undertaking some form of employment that is not declared.
20. In cases where a Contractor has actual knowledge that fraud is being committed, they should liaise with Jobcentre Plus and the Counter Fraud Investigation Service (CFIS).

CHAPTER 5

STAGE 2 VOLUNTEER GROUPS

Volunteers Identified by Jobcentre Plus

1. Lone Parents who claim benefits will usually undertake a Work Focused Interview (WFI) at the point at which they establish their claim. Outside London Jobcentre Plus will offer only NDLP help to the lone parent at the first WFI. At the second and subsequent WFIs Jobcentre Plus will offer lone parents the opportunity to voluntarily join an EZ. Within London Lone Parents will be offered EZ help and the first and subsequent WFIs. When a Lone Parent volunteers for the EZ an EZLPF110 should be completed to confirm eligibility, and an EZLP1 referral form forwarded to the Zone. This should be held on file for audit purposes.
2. Pension Credit recipients who request assistance from the Zone can be referred by Jobcentre Plus.
3. Whilst on the EZ, Pensions Credit Volunteers (PCV) will continue to be paid their usual Pension Credit by the Pension Service. The LPV will also, continue to receive their benefits in the usual way. During their participation, the requirement for the LPV to attend a mandatory WFI can be waived.
4. Where a Volunteer who has been recruited by the EZ is found to be ineligible, all Stage payments will be recovered by the Department.

THE VOLUNTEER MODEL

5. The EZ model for Volunteers differs to that of mandated participants. Volunteers will not enter Stage One. The start date of each cycle of participation will be the date that the Contractor conducts their initial interview with the Volunteer. The maximum duration of the cycle of participation is 26 weeks.
6. If a Volunteer fails to attend their first interview with the Contractor or declines EZ participation, the Contractor should inform Jobcentre Plus using an EZLP9/EZPC9. The Volunteer will not be deemed to have entered the Zone, and will remain the responsibility of Jobcentre Plus. Once a Volunteer enters their Cycle of Participation an EZLP9/EZPC9 should be sent to Jobcentre Plus.
7. Funding equivalent to that made available for NDLP childcare provision has been allocated to EZs. It is therefore the responsibility of the EZ contractor to provide help with childcare for the LPV where this is appropriate. EZ Lone Parents are not able to access NDLP childcare help.
8. If a Volunteer has not attended the programme for a continuous period of 28 days, their participation should be stopped, using an EZLP9/EZPC9. The last day of participation is the last day the Volunteer attended at the Zone – not the date that they failed to attend.

Clockstops

9. Volunteers are free to move between provision at any point. If a Volunteer leaves the Zone to join other provision, a clockstop will be imposed. If a Volunteer returns to the same provider at a later date, they resume at the point at which they left.

10. Volunteers may leave the EZ at any time without sanctions being applied. If the Volunteer decides to leave the EZ at any time, Jobcentre Plus must be notified using an EZLP9/EZPC9 form. A copy of this must be held on the Volunteers file. DWP must be informed of this change at the next data export. A Volunteer may approach Jobcentre Plus directly and state that they no longer wish to participate with their current EZ contractor. Where this occurs Jobcentre Plus will contact the EZ Contractor to request an EZLP9/EZPC9.
11. If a Volunteer leaves the Zone as an early leaver, and does not return within 26 weeks, they will be classed as having completed their cycle. If at any point in the future they enter the EZ again, they do so on a new cycle (no matter which provider they start with). If a Volunteer moves from one Zone to another, they resume with the new provider (or the same provider but in a different Zone) at the point at which they left the original cycle.
12. Voluntary customers can re-enter immediately after a cycle of participation has ended. There is no limit to the number of times a Volunteer can re-enter provided that the full 26 weeks of the previous cycle has been completed. If, after a 26 week cycle, a Volunteer has not found employment and wishes to continue with their EZ Participation, they may re-enter the Zone without being referred by Jobcentre Plus. Jobcentre Plus should be informed of the Volunteers re-entry using form EZLP9/EZPC9 and a new EZLPF110, for Lone Parents. These documents should be held on file.
13. Contractors may only claim a further start fee for each Volunteer after they have completed a full Cycle of Participation or have returned to the Zone after completing 13 weeks of continuous employment.

CHANGE OF CIRCUMSTANCE REPORTED DURING LONE PARENT EZ PARTICIPATION

Lone Parent Claims JSA

14. Where the LPV establishes a claim to JSA whilst on the EZ they are no longer eligible to participate voluntarily on the EZ. If they wish to continue with their EZ participation the Volunteer may contact Jobcentre Plus locally to request that Jobcentre Plus refer the Volunteer back to the EZ as an Early Entrant. If the former Volunteer is referred back to the Zone, they should start their mandatory EZ programme from Stage One.
15. If the Volunteer does not wish to continue on the Zone they will become an EZ leaver. The Zone should inform Jobcentre Plus using an EZLP9 form (a copy of this should be held on the Volunteer's file).

Lone Parent elects to join NDLP

16. An LPV may go to their local Jobcentre Plus Office and request help through NDLP. The LPV must end their EZ participation in order to join NDLP. Jobcentre Plus will complete an EZLP090 form and send a copy to the EZ Contractor to notify them that EZ participation is ceasing as the LPV wishes to join NDLP.

CHAPTER 6

CHANGE OF CIRCUMSTANCE

1. It is essential that details of any reported change of circumstance are shared promptly between Jobcentre Plus and the EZ Contractor. The Contractor should notify a change of circumstance to Jobcentre Plus on the same day that the changes are reported using a JCP25 form and an EZ9 form (if participation ends).

CHANGES WHERE EZ PARTICIPATION CONTINUES

These include

- Change of address within the EZ area
- Change of address outside the EZ where the Participant, Contractor and Department agree that participation continues on a voluntary basis
- Change of name or marital status
- Change of post office
- Change of bank or building society details
- Change in the number of part-time hours the Participant works (where the time remains below 16 hours per week)
- Holiday within the UK
- Temporary period of sickness if the Participant is treated as capable
- Participant in receipt of NI Credits only
- Participant becomes a member of a joint claim
- Where in a joint claim the non EZ Participant becomes exempt from meeting certain JSA conditions

Change of address

2. If a Participant moves to a new address, which is within the EZ boundary they will remain on the EZ.

Personal Information

3. If a Participant declares any change in their personal circumstances (including those listed below), the change should be recorded using a JCP25/JCP25/JCP25 form. Jobcentre Plus will process the information and notify the EZ of any changes to subsistence payments using an EZ1000.
 - Change of bank details or post office
 - Change in number of dependants
 - Change in marital status
 - Change in income
 - Change in capital – for example bank accounts

Part Time Work

4. A Jobseeker can undertake up to 16 hours per week of part-time work (24 hours for partners) and remain on JSA. When the Jobseeker attends the Jobcentre they must provide details of the work completed in the previous benefit fortnight (using Form B7). The details they provide include
 - Days worked
 - Hours worked in each day
 - Hourly rate of pay
 - Gross amount of pay
 - Net amount of pay
 - Date pay received or due to be received
 - Details of their employer
5. Jobcentre Plus assesses these details and amends the rate of JSA payable accordingly. This can be done in one of two ways:
6. While on Stage Two part-time work should again be recorded as a change of circumstance using a JCP25 form. The Participant's EZ Personal Adviser should provide the Participant with a stock of B7 forms and assist the Participant in completing them. The Participant must send these to their local Jobcentre Plus office on their usual signing day. The change should be recorded on the Participant's file and the Action Plan revised to reflect the change.

UK Holidays

6. Under JSA rules a Participant is entitled to up to two weeks holiday in Great Britain per year. It is the responsibility of Jobcentre Plus to track a Participant's period of holiday, and to inform the Zone of the period of holiday a Participant has taken in the year. If the Participant's holiday exceeds the allowed period, Jobcentre Plus will refer the case to Decision Making and Appeals.

Stage One - If a Participant is planning a holiday while on Stage One, they must inform Jobcentre Plus, who should inform the EZ of the period that the Participant will be away. If the Participant notifies the EZ, an ES674 must be sent to Jobcentre Plus. As they are claiming JSA, Participants are treated as available and actively seeking and EZ participation will not end. To avoid overstays during Stage One, Participants should be clockstopped for any periods of permitted holiday.

The Participant should provide contact details to the EZ in order that they can be informed of jobs or interview opportunities that may arise during the holiday period.

Stage Two - The requirement to be available and actively seeking work is suspended during Stage Two therefore, as long as the Participant complies with the Contractor's rules regarding absence while on holiday, participation and payments continue.

Sickness

7. Participants may claim up to 2 periods of sickness of not more than 14 days each within a rolling 12 month period, where they can be treated as capable, before they are required to cease EZ participation and make a claim for a more appropriate benefit. Jobcentre Plus is responsible for monitoring this throughout the Participant's period on the EZ and will inform the EZ Contractor if the sickness is in excess of the temporary periods allowed.

8. If the Participant does not exceed the allowed period of sickness, participation continues and there is no clock stop. To avoid overstays on Stage One due to allowed periods of sickness, the contractor may move the Participant to Stage 2 without the Participant being present. A letter needs to be sent to the Participant to inform them of the move and that the EZ is taking over paying subsistence. In these circumstances the Action Plan does not have to be signed prior to the move to Stage 2, but must be signed when the Participant returns. The Zone must ensure this is clearly documented in the adviser notes. The relevant Contract Manager must also be informed (and this note held on file for audit purposes).
9. On the first day of sickness, the sickness should be recorded on a JSA28 form and forwarded to Jobcentre Plus with any supporting documentation. If the Participant has exceeded the permitted period of sickness, Jobcentre Plus will notify the Contractor and request an EZ9 form. The Participant should be clockstopped to make a retrospective claim for a more appropriate benefit. Copies of these documents need to be held on file for our audit.
10. Once the Participant's JSA claim has been re-established they are re-referred to the EZ to re-enter at the point at which they left. If they are not re-referred by Jobcentre Plus within 26 weeks of the date of their last EZ intervention the linking period is broken, they are then classified as an EZ leaver and must re-qualify for the programme.

Participant is in receipt of national insurance credits only

11. Where a Participant becomes ineligible for the EZ because they start claiming NI Credits only, they can be given the option to continue participating voluntarily on the mandatory programme (they are not moved to the Volunteer model).

Part Time Study

12. Jobseekers who undertake a course of full-time study or training are not entitled to JSA because they are not generally regarded as available for employment. Jobseekers who are participating in part-time courses of study or training may be entitled to JSA provided they satisfy the availability and actively seeking employment conditions. Under the conditions of JSA, a Jobseeker is entitled to undertake part-time study for up to 16 hours per week.
13. If a Participant starts part-time study while on Stage One, the part-time study should be recorded as a change of circumstance using a JCP25 form. The JCP25 should include
 - Type of course
 - Address of educational establishment
 - Days of study and number of hours
 - Any requirement to study away from home
14. If Jobcentre Plus become aware that the Participant is studying part-time, they should inform the Zone so that the Participant's file can be amended and the Action Plan reviewed to reflect the change.
15. If a Participant starts part-time study while on Stage Two as one of the actions agreed as part of their Action Plan, the part time study does not have to be reported as a change of circumstance.

CHANGES WHERE EZ PARTICIPATION IS SUSPENDED (CLOCKSTOPS)

16. Clockstops occur when participation on the EZ is suspended and the customer returns to Jobcentre Plus. If a Participant or Volunteer does not return to the Zone within the standard 26 week tracking period following a clockstop, their cycle of participation will be terminated. Reasons for clockstops include:
- The Participant has a period of sickness that cannot be treated as a temporary period of sickness
 - The Participant takes a holiday abroad
 - A doubt has been raised against the Participant
 - To serve a period of sanction
 - To undertake jury service
 - The Participant's JSA claim ceases
 - The Participant serves a custodial sentence

Participants should not be 'suspended' informally from the Zone, clockstops must be processed in accordance with the Guidance. Participants must not be clockstopped without the knowledge of JCP or DWP. There must always be a copy of an EZ9 and /JCP25 on file for all suspensions. All suspensions must be notified to DWP with the monthly MI submission. The EZ must ensure the correct clock stop/event MI code is used when notifying DWP of suspensions.

17. If DWP hold no record of clock stops, the Participants will be identified as overstayers and monies may be reclaimed.

Holidays Abroad

18. If a Participant goes on holiday outside the UK for more than one day, their JSA claim is terminated and they are suspended from the EZ. An EZ9 must be completed and sent to Jobcentre Plus with the /JCP25 form. Once they return to sign at Jobcentre Plus they can be re-referred to the EZ. Customers can leave the UK to attend a Job interview for up to 3 days.

Doubts and Sanctions

19. Where a doubt is raised against a Participant, they are immediately suspended from the EZ and return to Jobcentre Plus whilst the Decision Making and Appeals process is undertaken. The customer should be informed in writing of the date of the doubt and also informed of the date, place and time of their Re-establishment interview. The EZ9 together with any supporting documentation (including EZ13 forms) should be sent immediately to Jobcentre Plus.

Jury Service

20. If a Participant is called for Jury service whilst on the EZ their participation is suspended. An EZ9 must be completed and sent to Jobcentre Plus with the JCP25/JCP25 form.

JSA claim ceases

21. If a Participant's claim to JSA ceases, they are no longer eligible for the EZ and they become suspended. However, they may continue on a voluntary basis, with the agreement of the Contractor and Contract Manager.

Custodial Sentences

22. If a Participant starts a custodial sentence, their participation is suspended and an EZ9 should be sent to Jobcentre Plus.

Tracking

23. Contractors should put in place effective processes to track Participants who are suspended from EZ activity. This will help to ensure that suspended Participants are re-referred promptly by Jobcentre Plus to complete any balance of time. As a minimum EZs should:
 - Establish the status of each suspended Participant every four weeks, and
 - Note any relevant information or follow up activity in the advisor notes
24. If the Participant is not re-referred within 26 weeks of their suspension, they are classified as an EZ leaver and their file should be closed. They will only be referred as a requalifier if they meet the necessary eligibility criteria.
25. The Department's regular monitoring activity will check the tracking systems put in place. The monthly MI submission should be updated with each Participant's status.

CHANGES WHERE EZ PARTICIPATION ENDS

26. These include:
 - The Participant has completed the 26 week Stage Two participation
 - The Participant has completed Follow-on
 - The Participant voluntarily left Follow-on
 - The Participant has completed 13 weeks of employment
 - Change of address outside the EZ area and the Participant no longer wishes to participate
 - The Participant has moved to another EZ or provider
 - Changes in part time work where earning exceed JSA entitlement
 - Where in a joint claim the EZ Participant becomes exempt from meeting certain JSA conditions

Stage Two Completion

27. Where a Participant completes Stage Two and declines to participate in Follow On they become an EZ leaver and return to Jobcentre Plus. A completed EZ9 should be sent to Jobcentre Plus and a copy retained on the Participant's file.

Follow-on

28. If a Participant voluntarily leaves early from or completes Follow On, their participation ceases and they become an EZ leaver and return to Jobcentre Plus. A completed EZ9 should be sent to Jobcentre Plus and a copy retained on the Participant's file.

Retained employment

29. Where a Participant sustains unsubsidised employment of 16 or more hours per week for thirteen weeks they become an EZ leaver. An EZ9 is not required by Jobcentre Plus to confirm sustained employment.

Change of Address outside the EZ area

30. If a Participant moves to a new address outside the EZ area and not within daily travelling distance they become an EZ leaver.

Moving to another EZ/Provider

31. When a Participant moves from one EZ to another, the Participant is classified as an EZ leaver from the original EZ and starts on the new EZ at the point at which they left the original EZ. If a Participant moves during Stage Two, the new Contractor recovers funding from the original Contractor on a pro rata basis. The EZ Finance Manager at DWP must be notified of the change in writing.

CHAPTER 7

DECISION MAKING AND APPEALS (DMA)

1. Decision Making and Appeals ensures that Participants comply with the conditions for receiving JSA. As the EZ is a mandatory programme for JSA customers, there will be occasions when the EZ advisors may wish to raise a doubt to ensure that the Participant takes an active role in the EZ. This does not extend to Follow-On, which is a voluntary Stage.
2. Doubts are submitted to a Jobcentre Plus Decision Maker who, using Social Security Legislation and previous decisions on similar doubts, decides whether the Participant is entitled to JSA or whether payments are modified. The sanctions available for Employment related doubts can be between one and 26 weeks. For other doubts, two-week sanctions are applied for the first breach and four weeks for subsequent doubts within 12 months of the previous breach.
3. Prompt action must be taken at all stages of the DMA process to make sure that appropriate sanctions are applied quickly.

RAISING A DOUBT

4. The following paragraphs outline the actions and paperwork that should be completed when raising a doubt. For audit purposes all paperwork should be kept on the Participant's file. The DWP MI team should be informed of all clock stops/suspensions that occur as a result of a doubt.

EZ Raises a Doubt

5. An EZ13 should be completed which includes full details of the doubt and any relevant supporting evidence should be attached, including a copy of the Participant's Action Plan, letters, appointment cards, or a jobseekers direction.
6. The EZ13 and any attachments should be forwarded to Jobcentre Plus with a completed EZ9 showing the last day of participation. The last date of participation should be the day before the doubt occurs. For doubts raised due to failure to attend, the last date of participation should be the day before the FTA date. This notification should be sent to the Participant's local Jobcentre Plus office by the end of the day in which the doubt arose. Jobcentre Plus staff will refer the doubt to the Jobcentre Plus Decision Maker and if the Participant is on Stage Two their JSA claim will be re-established. The Participant should be informed in writing of the date of the doubt and also informed of the date, place, and time of their re-establishment interview.
7. On receipt of the doubt paperwork Jobcentre Plus should send an EZ12 to the Contractor to confirm that it has been received. Once a decision has been made, Jobcentre Plus should send a second EZ12 to the Contractor, advising of the decision and the date that the Participant can return to the EZ. The Participant will be re-referred to the EZ using an EZ1. The Participant or Contractor can raise an appeal on the decision.

Jobcentre Plus raise a doubt –

8. When Jobcentre Plus raise a doubt they will telephone the EZ to inform them, and send a completed EZ12 with details of the doubt. On receipt of the EZ12 the EZ should complete an EZ13 and an EZ9 and return them to Jobcentre Plus. The doubt will be progressed as in paragraph 7.

Tracking

9. It is the responsibility of the EZ to liaise with Jobcentre Plus and track all Participants for whom doubts are raised, to ensure that the necessary documentation is received by and from Jobcentre Plus, and that the Participant is promptly re-referred following a favourable decision or after a period of sanction has been served.
10. If during the 26 week tracking period the Participant is identified and returned to the Zone, but fails to attend the first interview, the tracking period does not restart. The 26 weeks starts from the Participant's last day of participation and will only cease if the Participant either returns to the Zone, or the 26 weeks are completed.

ISSUES THAT REQUIRE DMA ACTION

Stage One Only

11. During Stage One a doubt should be raised for the following reasons:
 - Participant not being available for employment (JSA/550); and
 - Participant not actively seeking employment (JSA/552)
12. The EZ should raise a doubt if the Participant is not available for or actively seeking work. This doubt can only be used during Stage One as the requirement to be available and actively seeking is suspended during Stage Two. A copy of the Participant's Action Plan and a copy of the ES675, which logs when a Participant has been treated as available and actively seeking employment should be sent to Jobcentre Plus, along with the EZ13 and EZ9.

Stage One and Stage Two

13. During Stage 1 and 2 a doubt may be raised for the following reasons;
 - Failure to attend/start an employment programme (JSA/717)
 - Failure/refusal to comply with a Jobseekers Direction (JSA/718)
 - Giving up a place on an employment programme (JSA/713)
 - Participation ended due to misconduct (JSA/714)
 - Refusal of employment (JSA/710)

Failure to Attend an Employment Programme

14. If the Participant fails to attend their first interview, the Contractor should telephone Jobcentre Plus immediately to inform them of non-attendance. The contractor then completes an EZ13 and sends this to Jobcentre Plus. An EZ9 is not required, as the Participant has not yet started on the Zone. Once this action has been completed, Jobcentre Plus will re-refer the Participant to the Employment Zone.
15. If a Participant fails to attend a subsequent interview then the Contractor completes an EZ9 and an EZ13 and sends these to Jobcentre Plus. The Contractor must also notify JCP MI and Finance Team of the Clockstop in the next data import.

16. If a sanction is to be imposed for failing to attend, it is not a legal requirement for the Participant to have been notified in writing of the time and venue of the interview, or to have received a warning that their JSA could be suspended. However, if a doubt is to be upheld, it is preferable that the Participant is notified in writing of some sort and/or a signature is obtained that confirms they have been given an appointment. A copy of this should be held by the Zone, which can then be used in evidence by the Decision Maker when processing the doubt.

Failure to Comply With a Jobseeker's Direction

17. The Zone may raise a doubt if a Participant refuses to carry out or fails to comply with a Jobseeker's Direction. Jobseekers Directions can be used to encourage a Participant to undertake an action or activity that will improve their employability or to ensure that the Participant takes the steps agreed on the Action Plan. A Direction can only be applied to one specific step on the Action Plan, not the whole plan. The direction should be specific and achievable. Examples could include:
- Attend an interview at a given time and place about an existing vacancy
 - Apply for a vacancy in the local press
 - Make a speculative approach to an employer, for example by sending a CV
 - Register with a specialist employment agency
18. Jobseekers Directions must tell the Participant that the Direction is being given with a view to finding employment or to improve their chances of being employed. There are a large number of rules governing the issuance of Jobseeker's Directions. If in doubt please contact your local Jobcentre Plus office. A copy of the Jobseekers Direction should be forwarded to Jobcentre plus with the doubt paperwork (an example of a Jobseeker's Direction is shown in Annex A).

Leaving an Employment Programme Early

19. Jobcentre Plus may raise a doubt if a Participant leaves the Employment Zone of his or her own accord and returns to the local Jobcentre Plus office. It is expected that in most cases a doubt will be raised for failure to attend an Employment Programme rather than for than leaving an Employment Programme early.

Losing a Place on an Employment Programme Through Misconduct

20. This doubt can be raised if the Participant is moved off Employment Zone provision because of their behaviour. A copy of the Action Plan and details relating to their behaviour should be forwarded to Jobcentre Plus with the doubt paperwork.

Refusal of Employment

21. A doubt may be raised if the Participant fails or refuses to apply for employment, or is offered employment but does not take it up. The Contractor should complete an ES195RE form and issue an ES195E to the Participant to complete with the letter informing them on their re-establishment interview. The Contractor should then follow the actions as in paragraph 5 onwards, providing details of the job vacancy, the nature of the refusal and a copy of the Action Plan with the EZ13 and EZ9.

Stage Three

22. During Stage 3 a doubt may be raised for the following reasons:

- Leaving employment Voluntarily (JSA/660); and
- Losing employment through misconduct (JSA/680)

23. In the majority of cases these doubts will be identified when a customer returns to claim JSA at the Jobcentre. It is Jobcentre Plus' responsibility to identify such doubts, however if the Contractor does become aware that a Participant has left employment voluntarily or was dismissed for misconduct, they should contact Jobcentre Plus as soon as possible.

Annex A – Jobseekers Direction

Your Address

Date

Dear _____

When you are claiming Jobseeker's Allowance, you must make suitable efforts to find a job and put yourself in the best position to get offers of work.

To assist your search for work and/or improve your prospects of being employed, I am directing you to take the action stated below:

By/on _____ at _____

If you refuse or fail to carry out this Jobseeker's Direction and cannot show good cause for this or that it was unreasonable in your circumstances, you could lose Jobseeker's Allowance and National Insurance credits.

I will interview you again on _____ at _____ at the address agreed at this meeting, to discuss how you got on with carrying out this direction.

If you cannot carry out this Jobseeker's Direction, or need any other help please contact me straight away.

Yours sincerely

<insert name>

Employment Zone Personal Adviser

Annex B - Re-Establishment Interview

Your Address

Date

Dear _____

A doubt has arisen regarding your entitlement to Jobseeker's Allowance and National Insurance contributions.

An appointment has been made for you to see a Jobcentre Plus adviser. The date, time and location of the interview are as follows:

Date _____

Time _____

Location _____

If you fail to attend your interview and do not have good reason, you could lose your Jobseeker's Allowance and credits of National Insurance contribution. Please tell us straight away if you cannot attend your interview, for example because you have found work.

Yours sincerely

<insert name>
Employment Zone Personal Adviser

CHAPTER 8

FOLLOW ON

PARTICIPANT DECIDES TO MOVE INTO FOLLOW ON

1. On completion of Stage 2, the Zone should arrange an interview with the customer's Jobcentre Plus office to re-instate their JSAG and increase their JSA to the normal level. Once the full JSA claim and the JSAG is reinstated and the Participant is required to attend the Jobcentre Plus office fortnightly to sign on.
2. A participant must join Follow On within 2 weeks of completing their full balance of time on Stage 2. There is no further opportunity for a participant to join Follow On after this 2 week period. The first day of Follow On is the day after the last day of Stage 2
3. During Follow On the Contractor has the responsibility to track the Participant and to work with them to encourage regular attendance. If a Participant fails to attend during Follow On for any reason for 28 days or more, the Participant will be deemed to have left Follow On and the Zone. There are no clockstops during Follow On.

Participant Fails to Attend

4. If the first Follow On meeting does not take place within the 2 week time limit, Follow On will be classed as having not started and the 13 tracking window will commence from the end of Stage 2.
5. The last date on the EZ9 should be the last date of intervention between the EZ and the Participant – this is the last date the Participant attended the Zone, not the day that they failed to attend.
6. If a Participant enters employment within 13 weeks of the last intervention between the Contractor and Participant, the Contractor will be eligible to claim a job outcome.

At the End of Follow On

7. If the Participant has not secured work after 22 weeks, the Personal Adviser should:
 - Complete an EZ9 with the Follow On end date and return this to Jobcentre Plus (a copy of this form must be held on file)
 - Inform the Participant that they have left the Zone.
8. The Contractor will be able to claim a job outcome if the Participant finds employment within thirteen weeks of the date that the Participant Left Follow On.

CHAPTER 9

IN WORK BENEFITS

1. Before they enter employment, Participants and Volunteers should be made aware of any benefits that they may be entitled to once they start work (particularly extended Housing Benefit and Council Tax Benefit).
2. Contractors should contact their local Jobcentre Plus office for up to date details of available benefits, eligibility criteria, and how to claim. Benefits to be aware of include:
 - Housing Benefit Run On (HBRO) - Jobseekers can continue to receive Housing Benefit (HB) and Council Tax Benefit (CTB) for the first four weeks of employment, irrespective of their earnings. This is known as Housing Benefit Run-On (HBRO).
 - Mortgage Interest Run On (MIRO) - MIRO is an incentive aimed at helping people make the transition from benefit to work by providing additional financial help to Jobseekers and/or partners who are returning to the labour market. Those who satisfy the qualifying conditions will receive a 4 week run-on of the mortgage interest/housing costs elements of JSA. The MIRO payment for the run-on period is paid as Income Support.
 - Working Tax Credit
 - Child Tax Credit - Claims can be made by people who are aged 16 and over and who have responsibility of a least one child or qualifying young person.
 - Lone Parent Run On (LPRO) - Lone Parent Run On is aimed at removing the financial insecurity that lone parents may face when starting work by giving them an extra two weeks benefit
 - HBRO and MIRO for Lone Parents - In order to receive HBRO or MIRO Lone Parents must have been entitled to HBRO or MIRO before starting work. Although Jobcentre Plus are responsible for checking eligibility for HBRO and MIRO, the Zone must ensure that Lone Parent Participants complete form LPF106 (change of circumstances), and that it is sent to Jobcentre Plus.

For further advice about Child Tax Credit, Working Tax Credit or the claim forms, applicants can phone the helpline on 0845 300 3900 (open between 8.00am and 8.00pm every day except Christmas Day, Boxing Day, New Year's Day and Easter Sunday), Textphone the help line on 0845 300 3909, or visit any Inland Revenue Enquiry Centre or Jobcentre Plus Office.

Access to Other Provision

There are other mainstream programmes for unemployed adults delivered by Jobcentre Plus. For further guidance as to whether Participants and Volunteers can access other Provision, please contact your Contract Manager for advice.

CHAPTER 10

HEALTH AND SAFETY

1. A relevant accident is any suffered by a programme participant, which results in the following:
 - Death
 - Injuries or conditions referred to in the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 1995
 - Other injuries or conditions not covered by RIDDOR, which 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)
 - 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)

Definition of Disease

2. If a doctor notifies the programme participant, who in turn notifies the Provider that they are suffering from a reportable work-related disease then the Provider must undertake the action as in the reporting of accidents and must also report the disease to the enforcing authority. Further information on reportable work-related diseases can be found on the HSE website under RIDDOR.

Accident Reporting

3. The Contractor must report the accident immediately, by telephone, to the DWP Contract Manager. Your Contract Manager will then issue you with the following Jobcentre Plus forms:
 - PARF1 – Accident/Disease Information. This provides data about the accident/disease and a report of the provider's investigation. This is completed by the provider
 - PARF2 – Participants Report of an Accident/Disease. This is for completion by the participant.
4. The Provider must be aware of their contractual obligations for the reporting and investigation of accidents and diseases and their requirement to:
 - Inform Jobcentre Plus immediately of all relevant accidents that occur to programme participants, on their own provision or on any work placements or sub-contractor placements that they have organised.
 - Investigate the accident/disease
 - Complete and return the Programme Accident Report form PARF1, which will be issued to the Provider by Jobcentre Plus on notification of the accident/disease.