



Residential Training College Provider Guidance

Amended January 2014

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Section 1

Introduction

- 1.1 This Residential Training College Provider Guidance (formerly the Residential Training Handbook) supports you, the Residential Training College, in the delivery of the Residential Training programme on behalf of the Secretary of State for Work and Pensions. It forms part of your contract and provides guidance on processes and requirements, supporting the programme contract details and the legal arrangements for delivery.
- 1.2 This programme-specific guidance sets out the essential things you need to know and do in order to meet the Government's expectations. In addition to this programme-specific guidance it is important that you follow the DWP Legacy Generic Provider Guidance which applies to all of our provision. Also, where noted, DWP Generic Guidance is applicable.

Aims and Objectives

- 1.3 Residential Training is intended to help unemployed adults with disabilities, particularly those at risk of exclusion from the job market, to secure and sustain employment or self employment. This is achieved through an individually tailored combination of:
- a) guidance;
 - b) learning in the work place;
 - c) work experience;
 - d) training; and
 - e) approved qualifications.
- 1.4 Residential Training is not designed to train a participant to the highest level available in their chosen job goal but to equip an individual with the skills and knowledge that enable them to obtain and sustain employment.

General Structure

- 1.5 The DWP contract with a number of Residential Training Providers to deliver a programme for training for disabled people.
- 1.6 Providers should actively encourage employers to take a greater involvement in training individuals not only with work placements but in providing information to update skills needed to obtain employment.
- 1.7 People can only be referred to Residential Training Providers by Disability Employment Advisers (DEAs). A DEA's role will be as a consultant 'gatekeeper' and will be the main referral point for Jobcentre Plus Personal Advisers.
- 1.8 Trainees receive a flexible mix of directed and practical training, which could last up to a **maximum** of 52 weeks. The aim is to help the individual compete in the job market by gaining the skills and experience they need to obtain and retain employment.

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1.9 The duration of training must vary to meet individual needs and opportunities made available across a wide range of skill levels.

1.10 Training will consist of a mixture of practical and directed training. Practical training with an employer or on a project is delivered in a real working situation. It must be planned and structured to give trainees the opportunity to develop and practice skills whilst deriving the greatest possible learning benefit. Directed training is a planned programme of learning which excludes operational pressures and can be delivered either in or outside the workplace.

1.11 Each Provider must arrange and manage a planned programme of practical and directed training for all trainees, which will enable them to successfully complete their Individual Learning Plan.

Provider Addresses

<p>Queen Elizabeth's Foundation Training College</p> <p>Leatherhead Court Leatherhead Surrey KT22 0BN</p>	<p>St Loye's Foundation</p> <p>Beaufort House 51 New North Road Exeter Devon EX4 4EP</p>
<p>Finchale Training College</p> <p>Durham DH1 5RX</p>	<p>Royal National College for the Blind</p> <p>College Road Hereford HR1 1EB</p>
<p>RNIB College Loughborough</p> <p>Radmoor Road Loughborough Leicestershire LE11 3BS</p>	<p>Enham</p> <p>Enham Resource Centre Enham Alamein Andover Hampshire SP11 6JS</p>
<p>Portland College</p> <p>Nottingham Road Mansfield Nottingham NG18 4TG</p>	<p>Queen Alexandra College</p> <p>Court Oak Road Harborne Birmingham B17 9TG</p>

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<p>Doncaster College for the Deaf</p> <p>Leger Way Doncaster South Yorkshire DN2 6AY</p>	
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Section 2

Provider Requirements

1. Training programmes must be offered for people with moderate to severe disabilities who on completion of training must have the skills and aptitude to enter employment.
2. They must offer residential accommodation, as well as providing access to 24 hour medical support and specialist equipment relevant to the customer group they serve.
3. Any qualifications offered must be relevant to the trainee's job goal and be identified on their Individual Learning Plan.
4. The Provider must offer individual work experience and/or work placement during the training programme and provide a placing service. Job outcomes are the most fundamental part of this programme and Providers are measured on their achievements of such.
5. The Provider should employ competent professional staff who are capable of dealing with all aspects of the contract.

Recruitment, Selection & Competence Of Staff

6. Training Providers must have clear and effective policies and practices for the recruitment, selection, briefing, training and individual development of their staff. They must also possess sufficient staff resource to enable them to satisfactorily deliver the training elements agreed in their contract. Providers must have sufficient appropriately trained staff to:
 - a) undertake initial assessment of trainees and to initiate, develop and review Individual Learning Plans;
 - b) provide effective induction of trainees, undertake thorough and effective training reviews with individuals and deliver training to the agreed contract standard;
 - c) manage all aspects of the organisation's operation including administration procedures to meet the demands of the contract and the number of trainees involved;
 - d) effectively brief, train, develop, monitor and maintain a regular liaison with sub- contractors and work placement Providers.

Residential & Medical Facilities

7. Training Providers will provide residential and medical facilities which demonstrate a commitment to trainee well being and enable the trainee to concentrate on the training process.
 - a) bedrooms must be single study with a commitment to convert all provision to include en suite facilities;
 - b) dietary needs of individuals must be catered for;
 - c) residential and day trainees must have access to 24hr medical support;
 - d) medical staff must have relevant qualifications;

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- e) during induction, trainees will be made aware of available recreational facilities, which must be provided within the training organisation.

Training Delivery

- 8. In designing training programmes the training organisation will need to ensure that the vocational needs of individuals can be met within the timescales and other requirements of the Residential Training contract as well as meeting the needs of industry.
 - a) the Provider must be able to select an appropriate training method to meet the needs and objectives of the individual;
 - b) there must be a system for regularly reviewing individual progress and recording achievement;
 - c) the review system should cater for the development and changing needs of the individual as well as identifying new objectives;
 - d) there must be a system for issuing, updating and completing trainees' progress files;
 - e) there must be a system for regular and appropriate evaluation of programmes. Particular attention must be given to the comments of trainees about programmes.

Work Placements

- 9. Work placements aim to help trainees find work and contribute to an involvement in their employability. The main objectives of work placements are to:
 - a) enable the movement of trainees into work;
 - b) improve the employability of trainees by providing them with an opportunity to put work skills into practice;
 - c) engage trainees in employment that matches their job goals;
 - d) provide prospective employers with evidence that the trainee has the necessary skills and abilities to do the job;
 - e) boost trainees' motivation and confidence; and
 - f) provide trainees with a recent work reference.

Work placements can last up to 13 weeks and should be set up by the Provider for every trainee. There is no minimum number of weeks for work placements but they should be long enough for the trainee to meet the objectives detailed above. The Training Provider shall make all reasonable endeavours to achieve outcome targets.

Section 3

Assessment

1. Each trainee should be subject to a comprehensive initial assessment. This assessment should cover at least the following:
 - a) clarification of job goal
 - b) check occupational awareness;
 - c) a review of prior learning and achievements;
 - d) assess basic skills;
 - e) assess key skills
 - f) assess aptitude, personal characteristics and motivation;
 - g) identify learning preferences
 - h) identify and agree support needs;
 - i) confirm training programme choice.

Please note: IDENTITY CHECKS - It is important that in any communications you verify the customer's identity, which could include asking them to state their:

- full name:
- address; and
- National Insurance number.

Induction

2. **You are responsible for ensuring all trainees have a formal period of induction when they start your programme provision. Its purpose is to:**
 - make clear the aims of your provision;
 - give the specific aims of the programme of activity that has been developed and agreed with them;
 - outline the benefits of their participation.
 - include an explanation of what they can expect while on the provision, how it will be structured and how you will support them.

As a minimum, induction must include:

- a) introduction to the personal tutor (if applicable);
- b) purpose, development and review of action plan and /or training plan
- c) hours of participation (Full time between 30-37 hours per week and Part time average of at 16 hours per week) and availability of provision;
- d) health and safety, fire and domestic arrangements;
- e) arrangements regarding travel expenses and where appropriate, childcare;
- f) rules regarding absence, the taking of holiday leave, the need for compliance and the consequences and/or sanctions that may be imposed by the Provider in the event of non-compliance;

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- g) appropriate behaviour, what constitutes inappropriate behaviour and disciplinary procedures;
- h) nature and purpose of job search, training and activity; emphasis on the employment focus of the programme
- i) equal opportunities
- j) grievance and complaints procedures
 - You must have an appropriate complaints process across your whole supply chain to resolve customers' complaints. You must explain your complaints process to the participant in your first contact with them.
 - You should refer to the [Complaint Resolution Core Briefing Pack](#) for providers and the [DWP Customer Charter](#) when reviewing your processes.
 - Where a participant is unhappy about the service they receive from you and raises a complaint you should ensure that you follow each step of your detailed process robustly in order to bring the complaint to a satisfactory conclusion.
 - After following all steps in your process you must include in your final response to the participant a standard text which signposts the customer to contact the Independent Case Examiner (ICE) should they wish to pursue their complaint. The text can be found in Annex 6.
 - ICE will mediate between you and the participant to broker a resolution. If a resolution cannot be agreed between either party, ICE will undertake a full investigation of the complaint. To ensure that a thorough investigation can take place, you MUST provide all the papers which relate to the complaint. The ICE office will ask for these when required.
- k) any personal arrangements should be discussed with the trainee on an individual basis e.g. restriction of hours; requirements for specialist support i.e. communicator support for those with a hearing impairment;
- l) the purpose of the trainee's progress file.

Individual Learning Plans

3. The Provider will ensure that each trainee will agree an Individual Learning Plan (ILP) within 15 training days of their entry onto the programme. The plan will be agreed between the Provider and the trainee.
4. The Provider will ensure that ILP's are realistic and that trainees have a reasonable prospect of successful completion. Plans will include specified timescales, taking into account individual special needs and identify qualifications which a trainee will pursue.
5. The Provider will ensure that the ILP includes the results of each of the requirements listed in paragraph 1, as well as the additional ones listed below:
 - a) identifies the trainee by name, date of birth and is signed by the individual;

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- b) specifies the programme start date, and expected completion date;
 - c) states the name of the Provider and the name of the person responsible for reviewing the trainee's progress;
 - d) states that the training programme is to be carried out under a set of arrangements set out in the contract, which relate to Residential Training for Disabled Adults;
 - e) records the results of the initial assessment and any remedial actions agreed with the trainee;
 - f) specifies the daily attendance requirements of the trainee. The number and pattern of weekly hours must also be detailed together with agreed holiday periods;
 - g) signposts the trainee who has a complaint about his/her training that cannot be resolved after the Provider's own grievance procedures have been exhausted to contact the Independent Case Examiner (ICE) – See Annex 6 for the final response to the trainee;
 - h) specifies the training and work experience activities that the trainee will undertake, including timescales for completion by the trainee;
 - i) identifies a vocational qualification if appropriate to the job goal;
 - j) identifies the trainee's employment or career objectives;
 - k) lists predetermined review dates - See para 6.
6. The ILP must be reviewed regularly in a planned and systematic way, initially within the first six weeks of training and at regular intervals throughout the programme, this should be at least every eight weeks. Reviews must be signed by both parties and trainees given an opportunity to add any comments. Amendments will reflect content and timescale variations agreed between the Provider and trainee.
7. The ILP should be filed in the trainee's progress file.
8. The Provider will ensure that any trainee, who expresses reasonable dissatisfaction with the delivery of the ILP or who, in the opinion of the Provider, is no longer making satisfactory progress towards the ILP shall be offered an alternative ILP. The trainee's consent to changes must be sought but if such consent is withheld, the trainee may be required to terminate their programme.
9. If the Provider is no longer in a position to deliver training in accordance with the trainee's ILP the Provider will ensure that the trainee is offered the opportunity to transfer to another Provider.

Training

10. Residential Training caters for a wide range of vocational areas and levels although some occupations will require the trainee to continue their training in employment. Residential Training is not designed to train a person to the highest level available in their chosen vocation, but to equip an individual with the fundamental skills and knowledge, which are relevant to him/her obtaining and sustaining employment.
11. Any vocational qualifications which are offered in support of a customer's job goal must be delivered by Providers in accordance with the guidelines and conditions laid down by the relevant awarding body. Providers must have suitably trained/qualified staff able to take on the role of assessor and/or verifier for each qualification.

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12. All trainees undertaking Residential Training programmes must be issued with a progress file and relevant guidance notes. The purpose of the progress file should be explained during the programme induction.

Other Training Opportunities

13. Providers must supplement vocational programmes with other types of training to assist trainees in matching the occupational skills they acquire with a successful outcome to their training programme. These should include job search techniques, interview techniques, study skills and where appropriate, basic skills information technology and enterprise training.

14. The amount of support which trainees require in these areas will vary from the minimum of guidance to more intensive counselling and training. Providers are responsible for identifying the level of support each trainee requires to obtain employment.

Section 4

Delivery Of Training Programmes

1. One of the primary aims of Residential Training is to enable trainees to spend a combination of their time on both directed and practical training.
2. Practical training can be delivered in many ways but the method must be determined and driven principally by the needs of the customer and their individual special needs. Examples of methods of practical training delivery are:
 - work placement (training on employer's premises);
 - clearly set out, designed and supported work based projects;
 - supported open learning.
3. Directed training is training under "normal" operating conditions which is planned and structured and not necessarily with commercial or other pressures applying. This is primarily to give trainees the opportunity to develop and practice skills in a specialist and supportive environment to enable them to achieve the greatest possible learning benefit from a combination of both these forms of training. Examples of methods of directed training:
 - clear learning objectives/goals;
 - support and supervision by experienced and competent instructors/trainers;
 - opportunities to demonstrate achievement under non commercial conditions.
4. Each trainee must be given the opportunity of using their new skills in an employment environment.

Employer Placements

5. Responsibility for securing and arranging a supply of placements rests with the contracted training Provider.
6. In negotiation with Employer Placement Providers, organisations need to cover the aims of the individual and the need for a structured training programme. The contracted training Provider must enter into written contracts/agreements with potential Employment Placement Providers and visit the potential Employment Placement Providers prior to a trainee taking up placement to verify that they meet the contracted training Provider standards with regard to Health and Safety.
7. This system ensures that the Employment Placement Provider complies with the standards set by the training Provider. Providers must monitor and visit the trainee early into their work placement to ensure that the programme is progressing satisfactorily. During the placement period contracted placement Providers are also expected to maintain ongoing contact with the trainee to ensure satisfactory progress is being made. Employer Placement Providers are required to maintain trainee attendance records for audit and review purposes.

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Health and Safety

8. All trainees 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 trainees 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 trainees 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.
9. 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)

10. 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. For further guidance please see the DWP Generic Provider Guidance Chapter 2 Health and Safety <http://www.dwp.gov.uk/docs/pg-chapter-2.pdf>

Self Assessments

- 11 You are required as part of your contract to undertake a self assessment process.
- 12 Your Self Assessment must consider all 11 statements outlined in the DWP provider Self Assessment Tool.
- 13 An initial Self Assessment will be completed six months after contract start and thereafter annually.
- 14 Areas for improvement identified from your Self Assessment should be included within an improvement plan.

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15 You must make both your Self Assessment and improvement plans available to the Provider Assurance Team (PAT) during their reviews of your provision.

For further details and guidance please refer to the DWP Generic Provider Guidance Chapter 7 <http://www.dwp.gov.uk/docs/pg-chapter-7.pdf>

Section 5

Marketing the provision

- 1 Residential Training Providers should develop their own plans to market their training programmes to the customer group and DEAs/Personal Advisers and ensure that it is fair and accurate.
- 2 There is an entry on the Directgov website about Residential Training colleges.
- 3 The Jobcentre Plus internal intranet site has a Residential Training Homepage which gives a link to each of the college websites to better inform DEAs about specific courses at each Residential Training College.
- 4 Residential Training providers, if wishing to market their services, should follow the 'Communications Standards for Providers. Further information is available at DWP Generic Provider Guidance - Chapter 9.

Section 6

Entry To The Programme: Eligibility And Recruitment

1. Residential Training is designed for customers with moderate to severe disabilities, where other mainstream government funded provision is unsuitable. Customers should be considered likely to be employable when they complete training.
2. Potential trainees must satisfy the following eligibility conditions for DWP funding:
 - a) customers whose physical, psychological or learning disability is such that any mainstream local provision is unsuitable;
 - b) the applicant should be unemployed on the first day of training and each day of training thereafter;
 - c) the applicant should have reasonable employment prospects in the chosen job goal and have the capability of reaching an employable level on completion of training;
 - d) the training programme will be individual to each trainee and can be up to a **maximum** of 52 weeks in duration.
 - e) applicants who have undertaken a previous period of Residential Training must wait 12 months before they are eligible to enter a further residential programme. However, there are three exceptions to this rule:
 - i.) those people who, for reasons of ill health, have left an earlier programme prematurely;
 - ii.) where a person's disability has deteriorated since completing a programme;
 - iii.) when a DEA is satisfied that a customer cannot sustain or find employment using the skills gained on the previous RT funded programme;
 - f) applicants must be resident in the UK.*
3. All applications for Residential Training must be referred by the DEA who will send the following forms to the DWP Residential Training Team:
 - a) Parts 1 and 2 of the application for Residential Training;
 - b) Form FSF7 or other appropriate medical report, if necessary;
 - c) Relevant assessment reports;

* People currently legally living in Great Britain - UK passport holders (or eligible to hold UK passport); foreign passport holders as long as there is an endorsement in their passport allowing them to undertake paid employment – i.e. there are no employment restrictions/ prohibitions; holders of EU passports (subject to any endorsement prohibiting them from working in the UK).

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- d) Form SL2JP following the pre-training interview to be sent directly to the Provider.
- e) The address for the DWP Residential Training Team is:

DWP Residential Training Team,
4th Floor,
Newcastle City Jobcentre,
Mail Handling Site A,
Wolverhampton,
WV98 1NX
The contact number is Tel: 0191 2152056.

Please Note: If sending items by secure post please use the following address:

DWP Residential Training Team
4th Floor, Newcastle City Jobcentre Plus
1 Cathedral Square
Newcastle Upon Tyne
NE1 1EE.

- 4. In addition to supplying the above information DEAs will be required to speak to the Jobcentre Plus Third Party Provision manager in order to ensure that there is no suitable local training for the individual customer.
- 5. Where Jobcentre Plus is able to provide alternative suitable provision locally for the individual, the DEA will deal directly with the application.
- 6. All appropriate applications i.e. where Jobcentre Plus is unable to locate alternative suitable local provision, will be forwarded by the DEA to the Residential Training team for onward referral to the college.
- 7. The DWP Residential Training Team will ensure that applications are processed as quickly as possible in order that trainees receive the training they require with the minimum of delay. All complete applications will be acknowledged within five working days of receipt. After resolving any queries, applications will be forwarded to the relevant Provider. DEAs and applicants will be informed by letter that the individual's eligibility for training has been agreed and that the individual's suitability for training will be considered by the Provider.
- 8. All Providers should process applications as follows:
 - a) where a pre-selection assessment is necessary, the Provider should arrange this with the DEA/customer direct and inform the DWP Residential Training Team of all assessments arranged.
 - b) Providers should notify the customer and DEA of the outcome of assessments and/or dates for commencement of training. Providers will need to ensure that sufficient time is allowed for customers to have their training allowances calculated by Jobcentre Plus before starting training. Customers should be

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advised to make these arrangements with their DEA before entering training. Page 1 of the form SL2JP should be forwarded to the DEA and Residential Training Team as soon as the customer has started training; If the new print SL2JP is used which only has three pages then please photocopy Page 1 of the new print SL2 and send this to the DWP Residential Training Team.

- c) all allocation papers, Provider joining instructions, travel arrangements etc should be notified direct to the customer or DEA by the Provider;
 - d) Providers are responsible for completing the relevant form at the start/termination of training i.e. SL2JP or any other relevant training documentation issued by DWP and/or Jobcentre Plus;
 - e) Providers who are unable to accept a particular application must inform the customer/DEA of the reasons for their decision and copy this information to the DWP Residential Training Team
9. Where Providers are approached by potential trainees, they should refer them to their local DEA before any training application is initiated. This will ensure that Jobcentre Plus can consider whether:
- a) any suitable local alternative provision is available to the trainee; and
 - b) there are suitable employment prospects locally in the chosen vocation.
10. Providers should ensure that DEAs are informed of trainee progress, if requested to do so by the trainee's DEA. Providers should also consult DEAs about suitable work placement opportunities in the customer's home area.
11. It is essential that Providers inform the DWP Residential Training Team on a weekly basis of any change in the status of a particular application e.g:
- start dates;
 - completion dates;
 - early leaver dates;
 - rejected or withdrawn applications;
 - deferral requests.
12. Providers will forward monthly claims for training costs to the DWP Residential Training Team.

Section 7

Training Allowances

1. Whilst participating in a Residential Training programme, trainees may have expenses reimbursed so that, in general, they are not disadvantaged by participation and are provided with some positive incentive to undertake training.
2. Trainees in training can receive a variety of payments from different sources. It is essential that trainees are fully aware of entitlements before they start training and visit the Jobcentre to establish their allowance levels. Providers should despatch form SL2JP to the DEA as soon as a start date is agreed. Providers should ensure that trainees have attended the Jobcentre prior to entering training.
3. Trainees in receipt of IB/ESA/IS can choose to move onto JSA or remain on IB/ESA/IS. All trainees in receipt of JSA will receive a training allowance equivalent to their JSA plus £10 per week. Jobcentre Plus determines this allowance; therefore any trainee with specific queries about it should be advised to contact their Jobcentre.
4. Providers have an important role in starting and stopping the payment of allowances. To ensure that payment of the allowance starts and finishes at the appropriate time, it is essential that Jobcentre Plus is sent form SL2JP immediately trainees enter or leave training.

Administration

5. Providers should maintain records showing details of payments and recoveries.
6. Form SL2JP notifying both start and finish dates and any notifications received from trainees regarding changes in personal circumstances should be recorded on form AP3 and sent to the DEA/Jobcentre at the earliest possible date.

Income from Employment

7. Other financial support may be given to trainees at the discretion of the Provider. Trainees may also earn income from part-time employment not connected with training.
8. This can be a complex area as the training allowance may be affected. Any situations arising should be discussed with the relevant Jobcentre.
9. Any enquiries from trainees about their level of training allowance and the effect of any particular circumstances should be referred to Jobcentre Plus/DEA.

Trainee Conditions

10. Trainees should wherever possible be subject to the same rules regarding attendance and discipline as employees. Guidance is contained in this section.

Full-Time Participation

11. Training Providers will ensure that trainees undergo a full-time programme. This will normally be between 30-37 hours per week. The distribution of these hours during the course of a training week are for the Provider to determine in agreement with the participant. Trainees must be engaged in activities forming part of the Individual Learning Plan.
12. Trainees receiving practical work experience should attend during the normal hours in force at the employer's establishment. They should not, however, be required to attend for any periods which would normally attract overtime or premium payments for employees, nor should they be required to attend on Sundays or Bank Holidays, unless that is the normal working practice for the employer concerned. The hours of attendance should be agreed before the start of the placement.
13. When attending directed training, trainees are expected to comply with attendance requirements at the establishment.

Part-Time Participation

14. Residential Training was designed to be primarily a programme offering full-time training for unemployed disabled people to equip them to take up full-time work. Where a Provider agrees that full-time training is not possible because of personal circumstances, a trainee can train part-time. However, the planned training should average at least 16 hours per week (excluding meal breaks).

Attendance Records

15. The Provider must keep positive attendance records for trainees from which attendance, authorised absence and unauthorised absence can be extracted. For those trainees on work placement the Provider must ensure that the host employer keeps positive attendance records and submits those records to the Provider on a weekly or monthly basis. The positive attendance recording system is a matter of good practice. However, the overriding principle is that the documentation produced by the attendance recording system must provide valid evidence, particularly for identifying unauthorised absence. See definitions:

a) Training Weeks

A training week represents a unit of time (hours) spent by a trainee in required attendance on the programme or in authorised absence.

b) Full Attendance

Full attendance is achieved where the trainee has attended for the whole of the required period. For example, if the trainee is in attendance throughout the accounting period it will be assumed that they have earned four or five training weeks depending on the number of weeks in the period. A fee will be paid in respect of each trainee who is on the programme for at least some period in a week apart from the trainee's last week when a daily rate shall be paid for each day on which the trainee attends.

c) Positive Attendance

Positive attendance records include both a record of attendance and absence.

Holidays

16. Trainees have a holiday entitlement of 1.5 days for each of the first five months of training and 3.5 days for the sixth month, giving an 11 day holiday entitlement in a six month training period. Thereafter, a further 1.5 days may be allowed for each completed month of training, giving a 20 day entitlement in a 52 week training period. In addition, trainees must receive Bank and Public Holidays or time off in lieu. Providers should have a system in place to monitor the trainee's holiday entitlement.
17. All holiday arrangements must be agreed with trainees in advance. Up to 11 days holiday may be anticipated by individual trainees during the training programme.
18. Where Providers have fixed holiday periods, and no alternative training arrangements can be made, trainees must offset the fixed holidays against their training holiday entitlement.
19. Where possible existing holiday arrangements should be honoured.
20. Where the fixed holiday period exceeds the training entitlement, and no alternative training arrangements can be made, trainees may have the full fixed holiday period but no further holidays may be allowed.
21. Trainees should be discouraged from taking holidays during periods of work placement.

Authorised Absence

22. Trainees should be allowed reasonable time off as required for assessment, progress tests or written examinations related to the vocational qualifications they are pursuing, or to other relevant qualifications which are part of the Individual Learning Plan.
23. The absence should where possible, be agreed in advance between the Provider and the trainee. The Provider can authorise absence for the following:
- time off for interviews for employment or further/higher education;
 - attendance at a court of law (including jury service);
 - compassionate leave, at the discretion of the college;
 - attendance at TA Camp.

Unauthorised Absence

24. Trainees will automatically be assumed to have left training if they have not attended for five consecutive training days and have failed to notify the Provider or employer providing work placement, of the reason for their absence. Their last day of **actual attendance** will be treated as the date on which they left the programme and this date should be entered on the SL2JP. See Annex 1 and 2 for suggested letters to trainees to inform them of termination in cases of unauthorised absence.

Sickness Absence

25. The procedures to be followed for the notification of and certification for absences due to sickness must be clearly understood by trainees.
26. The requirements are:
- absence for a period of up to seven consecutive days (inclusive of weekends and bank holidays): trainees complete self-certification forms. No medical certificate is required;
 - from the eighth consecutive day of sickness: a medical certificate is required;
 - approaching the 21st consecutive day of sickness: trainees should normally be informed that training will be terminated after the 21st consecutive day of absence, unless it is clear that they are likely to be fit to resume within the following week. The normal termination procedure should be followed (e.g. notification to the Jobcentre etc).
27. All absences due to sickness should be kept under review. If it becomes clear that periods of sickness are such that the Individual Learning Plan is unlikely to be completed or that effective training is not being delivered, consideration

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should be given to adapting or extending the Individual Learning Plan or, in some cases, to terminating training.

28. In all cases, trainees who are terminated from training because of extended sickness should be given the opportunity to return to training. (When a trainee restarts training following a long term sickness, the training Provider must ensure a new SL2JP is obtained from the DEA)

Paternity Leave

29. Trainees will be entitled to 5 days paternity leave following the birth of their child.

Persistent Absenteeism

30. Providers must have a written Code of Practice setting out complaints, disciplinary and grievance procedures. These should normally be based on the procedures already in place for employees. Trainees must be informed of these procedures as part of their induction and have access to the Code of Practice at all times.
31. Where trainees are undergoing work placement with an employer, the normal procedures in that establishment should apply.
32. The final decision that a trainee must leave training rests with the Provider.
33. Where serious breaches of discipline are involved, e.g. acts of violence or dishonesty, trainees may be expelled from the programme without notice. The performance manager must be informed promptly by telephone about the expulsion and the reasons for it. Jobcentre Plus must also be informed (via SL2JP/letter) so that payment of training allowances can be stopped.
34. Where standard local procedures for pursuing grievances or matters of discipline have been exhausted, trainees can ask the Independent Case Examiner (ICE) to consider their complaint.
35. Persistent absenteeism is a disciplinary matter and should be dealt with in accordance with standard disciplinary procedures. If the usual methods of counselling, followed by oral and written warnings have all been explored and found to have had no effect, termination from training may be considered.
36. As training allowances are paid by Jobcentre Plus and must be paid for the whole period of training, no deductions from weekly training allowances can be made for disciplinary reasons.

Bad Timekeeping

37. Recurrent lateness is also a disciplinary matter and should be dealt with in a similar fashion to persistent absenteeism as in paras 30-36.

Trade Union Membership

38. Trainees may join a Trade Union if they are eligible to do so under its rules, but the decision is entirely a matter for trainees. Providers should not seek to influence the trainee.

39. During their induction to the programme or introduction to a sub-contractor, any trade union agreements which are relevant to the trainee's situation must be fully explained.

40. Trainees who join a trade union should be treated in the same way as all other members of that union, e.g. allowed time off to attend legitimate union meetings.

Special help for disabled people in training

41. Special assistance for disabled people in Residential Training may be available on an individual basis (see para 92).

42. The aim of special help is to ensure that disabled trainees gain maximum benefit from their training programmes. It is for Providers to determine and provide the support, and/or equipment, necessary to enable trainees to complete their programme. All costs in relation to any additional support which a trainee needs should be met from the Providers overall contract sum. Evidence of the need for and cost of, support should be retained for financial monitoring purposes.

Payment of trainee travel costs - residential trainees

43. Before starting training trainees are paid the cost of their travel to take up training.

44. Providers are responsible for payment of travel costs to trainees in the following circumstances:

- a) the travel cost of a return journey home every two weeks;
- b) for periods of approved absence, trainees are entitled to payment for travel to their home and back;
- c) returning home at the end of training.

45. Although most Residential Training is delivered on the premises where accommodation is provided, there may, exceptionally, be a need to undertake training elsewhere.

Domestic Emergency

46. In the event of domestic emergency, reimbursement of the cost of the journey home, and special leave, may be granted at the discretion of the Provider.
47. Trainees should produce appropriate medical or other evidence to confirm that their attendance at home is necessary.

Sickness

48. If a doctor advises that a residential trainee is likely to be away from training because of sickness for one to three weeks and that the trainee should return home, Providers should offer reimbursement of travel costs.

Job Interviews

49. Trainees wishing to attend job interviews in their home area can be paid the travel costs of the journey, providing the interview is for permanent work and can be verified.

Medical Appointments

50. Trainees who have medical appointments in their home area, which were arranged before starting training, can be paid the travel costs of the return journey, providing the appointment can be verified by appropriate evidence. Medical appointments during training should, where possible, be arranged to coincide with weekend visits home.

Reimbursement Of Trainee Travel Expenses - Residential

51. Providers should reimburse trainee travel expenses with travel tickets or warrants depending on the system in place at individual Providers. Care should be given to the need for economy and practicality.
52. It may be useful for Providers to set up an arrangement with a local travel agent for the purchase of rail/bus tickets for trainees. This may result in a discount being offered for regular business.
53. It should be remembered that the most economical and practical means of transport available should be used and advantage should be taken of rail cards and/or travel passes whenever possible. In addition Providers should ensure that for particularly long and difficult journeys consideration is given to low cost air travel as well as other means where cost efficiencies could be made.
54. If the trainee chooses to use their own car, motorcycle or bicycle they should be reimbursed at the rate of 25p per mile, but the total claim per journey should not exceed the equivalent of using public transport, where it is available. However,

where a trainee cannot reasonably access normal methods of public transport and makes a request to use their own car or motorcycle, Providers should decide whether to approve and reimburse this request.

Trainees can claim a passenger rate of 2p for the first passenger and 1p for other passengers.

Reimbursement Of Trainee Travel Expenses - Daily

55. Trainees who wish to travel daily can be paid their daily travel costs between home and the place of training, calculated as per para 66 and up to a maximum of £75 per week. Note: All trainees in receipt of JSA must meet the first £4 of their total weekly travel expenses; therefore the maximum payable to them is £71. This does not apply to trainees in receipt of any other benefit e.g. ESA. The Provider will make these payments to the trainee. The most economical and practical means of transport must be used and advantage taken of travel passes whenever possible.

Advances For Season Tickets

56. Advances for the purchase of season tickets can be made. However, the length of time the trainee is expected to remain on the programme must be taken into account.

57. When calculating the amount to be paid to trainees the equivalent weekly cost of season tickets/passes should be used. The cost of any other legitimate expenses e.g. travel to the railway station, should be added before any charge is made.

Absences

58. If a trainee is absent for any reason, the total amount spent on travel in that calendar week should be calculated and the £4 contribution applicable to trainees on JSA applied. The £4 contribution must not be reduced pro rata for any type of full or part time training.

Travel Arrangements During Work Experience Placements

59. Trainee travel costs should be reimbursed as per para 66. Work experience placements should be arranged either in the trainee's home area or near to the Provider. Where this is not possible, trainees may arrange work experience placements in a third area. In these cases, actual daily travel costs should be paid up to a maximum of £75 per week or £71 for trainees on JSA. Trainees who travel to work placements by car can claim car parking charges up to a maximum of £5 per day. Evidence i.e. receipts must be provided for financial monitoring purposes.

60. Where employers who offer work experience placements make special travel arrangements for their own employees, they are expected to extend these facilities to trainees e.g., paying for taxis at night when public transport has stopped running.

Reimbursement Of Trainee Travel Expenses – Work Placements

61. Although Providers are not required to complete standard DWP forms in respect of travel expenses paid to trainees, they should record:

- a) trainee's name and address;
- b) period of claim;
- c) daily travel costs/mileage including details of where journey is from and to;
- d) amount to be paid;
- e) Provider authorisation of claim; and
- f) the trainee's receipt for the amount paid
- g) that reimbursement has been calculated as per paragraph 66.

62. The wording of the trainee's receipt for the amount paid should confirm that the expenses:

- a) are correct; and
- b) have been necessarily incurred.

63. Additionally, where the Provider reimburses travel costs other than for public transport they should retain a simple record which includes:

- trainee's name and address;
- details of journey;
- public transport situation;
- alternative forms of transport considered;
- chosen transport.

64. A suggested format for a trainee claim form (RT9) is at Annex 3. Providers may use their own format provided that the same information is recorded.

65. All supporting documentation including trainee request forms, receipts, and warrant stubs should be retained by the Provider for monitoring purposes.

People With Special Travel Needs

66. Where trainees are unable to access the normal methods of transport and need special assistance or need to use taxis, it will be for Providers to determine whether to approve payment.

67. The whole of this cost will be met by the Provider up to the £75 maximum per week or £71 for trainees on JSA. **However, usage of special transport must be regularly reviewed.**

Escort Expenses

68. Jobcentre Plus is responsible for arranging escorts for trainees prior to commencing training e.g. for interview or assessment with a Residential Training Provider or at the start of the training programme. Should the individual start training without the escort expenses being paid the Provider may reimburse these costs but only after ensuring that a payment has not been made by Jobcentre Plus. Escorts may claim the total mileage for journeys made in connection with duties as an approved escort. DEAs/Providers must ensure that all escorts are approved. If the escort travelled by public transport the entire costs should also be met.

69. Providers are responsible for escort expenses for the period when the customer is in training; details of the circumstances of individual cases should be retained for monitoring purposes

Providers responsible for finding an escort should consider the following possibilities:

- a) the customer themselves may be able to find an escort;
- b) the St John Ambulance Brigade or the British Red Cross Society may provide an escort if arrangements cannot be made as before.

70. Claims for mileage expenses where escorts have been used should be paid as in para 68.

Lodging Costs

71. Trainees in Residential Training are encouraged to seek work placements in their home or college area to maximise the use of their training programme.

72. Work placements away from the trainee's home area place additional stress on trainees which is generally greater the longer the period away and the further the work placement is from the home area. Work placements away from home or the Provider area should therefore be exceptional.

73. Where a work placement away from home is appropriate, particular care should be taken to avoid arrangements in which trainees have to stay in lodgings in areas where accommodation is scarce and expensive (e.g. London and the South East).

74. Evidence of trainee lodging costs should be retained for financial monitoring purposes. Details should include:

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- a) the trainee's home address;
- b) the location and duration of the proposed period of training;
- c) the reason why such an arrangement is considered necessary;
- d) cost of lodgings.

The trainee should supply the Provider with evidence of expenditure (e.g. hotel or guest house bill).

75. The main requirements are:

- the trainee must have a clearly-defined home area;
- suitable work experience cannot be provided within daily travelling distance;
- the trainee must, during the period away from home, be maintaining a home in the original area.

76. Where trainees need to obtain work experience placements or external training in a new area different from the home/Provider area, their actual lodging costs can be met up to a maximum of £150 per week. All supporting documentation should be retained by the Provider for monitoring purposes.

Finding Lodgings

77. Trainees intending to stay in lodgings are responsible for finding, and agreeing the payments for their accommodation and for reimbursing the proprietor.

78. Providers will not accept any liability for any disputes which may arise between a trainee and the proprietor of the lodgings.

People With Severe Disabilities

79. Some severely disabled people may have difficulty in finding accommodation within the cost limits set, because of access or dietary requirements, for example. In these cases a Provider may exceed £150 per week. The evidence should include a statement from the proprietor of the lodgings detailing the special services provided, and the charges made for them. A suggested format for the proprietor's declarations are at Annex 4 and Annex 4a.

Childcare Provision

80. Trainees can claim on form RT8 for childcare costs to enable them to participate in Residential Training. See Annex 5

What Can Be Paid

81. The following payments are available:

- a) £35 per day up to a total of £175 per week for the first child; and

- b) £60 per day up to a total of £300 per week if the parent has two or more children.

Where childcare provision is being claimed, payments to retain the child carer may be paid in certain circumstances.

Who Can Claim

82. Trainees who meet the qualifying conditions detailed below are eligible for childcare expenses. Supporting evidence must also be produced and retained for monitoring purposes.

Qualifying Conditions

83. Childcare costs can be paid up to, but not including, the first Tuesday in the September following the child's 15th birthday. For children in receipt of Disability Living Allowance or who are registered blind, childcare costs can be paid up to, but not including, the first Tuesday in the September following their 16th birthday.

Care must be provided by a registered childminder or nursery.

Where the child is aged between 8-10 years, care may also be provided by:

- a) an out of hour's club on school premises, run by a school or local authority;
- b) a childcare scheme run on Crown/Government property.

Registration

84. There is a legal requirement under the Children Act 1989 for all minders and carers of children under the age of 8, to be registered with their Local Authority Social Services.

- if the child is aged 8 or over and care is provided by a childminder at the childminder's home, the childminder must still be registered.
- a childminder/nursery cannot be treated as registered until a registration number has been given. The exception to this is where the LA does not issue registration numbers. If a childminder/nursery states that they are in the process of being registered with their LA, they cannot be accepted.

Supporting Evidence

85. The following must be retained

- evidence of responsibility for the care of and well being of the child(ren)
- evidence of the costs
- details of the carer
- evidence of payments made

Change In Childcare Arrangements

86. Providers should treat changes to childcare arrangements urgently and offer support to the trainee to ensure they remain in training.

JSA Customers and Allowance-Based Trainees

87. In some cases trainees may wish to pay their nominated childcare provider themselves, and be reimbursed by the Provider. If the trainee is a JSA customer, receiving such a payment may affect their entitlement to benefit.

88. To avoid this, it is essential that Providers are aware that they must only pay childcare providers and not the trainee. Payment should only be made on receipt of an invoice from the childcare provider and never directly to a trainee.

Providers will only reimburse a trainee's childcare costs upon receipt of a paid invoice.

Childcare

89. Directgov have up to date information on all aspects of [childcare](#), including childminders, nurseries and playgroups.

90. Providers must maintain records of childcare payments made, including weekly statements of the number of hours worked by carers.

Protective Clothing And Equipment During Work Placement

91. Where it is the general practice for employees to provide their own protective clothing and equipment (perhaps paid for by a deduction from wages), or, if items of protective clothing and equipment will be retained by trainees on completion of their training for use in subsequent employment, it will be for Providers to determine whether the placement provider or the RT College pay for this.

In no circumstances should trainees have to meet the costs of protective clothing and equipment themselves - even if subsequent reimbursement is promised.

Special Items

92. Providers should consider arrangements for the provision of items of equipment needed on an individual basis by trainees because of their disability.

93. Providers should retain copies of all relevant invoices and documentation relating to items purchased for monitoring purposes.

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94. On completion of a trainee's individual training programme the Provider is entitled to keep any item of equipment purchased under these arrangements.

However, if the trainee has obtained employment / self-employment to begin immediately after the completion of their training programme the trainee may retain the equipment to assist them in their future employment. In such cases the equipment will become the responsibility of the trainee. The Provider will not accept responsibility for maintenance and / or repair of these items.

95. The Provider should retain a record (Asset Register) of any equipment purchased and retain items in their own storage for future use. For trainees who retain equipment on leaving the programme a signature must be provided.

96. Equipment retained by Providers should be re-issued, where it meets the needs of another trainee. It will be the Provider's responsibility to ensure that this equipment complies with the relevant Health and Safety Legislation **before** re-issue.

Section 7 Annexes

Annex 1: Training Provider Absence Letter

Dear

We are concerned that you have not been attending since _____ and we have not been informed of the reason why.

As you know unexplained absence of five days means that we have no alternative but to terminate your training place.

Unless we receive a valid reason to the contrary your papers will be forwarded to Jobcentre Plus this Friday. You should then report to the Jobcentre on the following Monday (_____).

Yours sincerely

PROVIDER

cc File
DEA

Annex 2: Training Provider Leaving Letter

Dear Trainee

LEAVING TRAINING

Your last day on Residential Training was

Your reason for leaving was

- * completion of training
- * five days consecutive unauthorised absence
- * disciplinary reasons
- * more than 15 days consecutive sickness.

If you have been claiming training allowance (£10 plus), you will not be entitled to this after your last day of attendance and we will inform Jobcentre Plus accordingly.

If you are unemployed and available for work, it is important you contact Jobcentre Plus to make a fresh claim for benefit.

If you have found work, you need to inform your DEA.

If you are unwell and unable to continue training contact your DEA.

The staff at these offices will be happy to answer your questions, but failure to contact them may result in delay before future payments can be made.

Yours sincerely

PROVIDER

cc File
DEA

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SECTION 7

Annex 3

Annex 3: Refund of Travel Expenses

APPLICATION FOR THE REFUND OF TRAVELLING EXPENSES DURING RESIDENTIAL TRAINING

NAME PROVIDER PROGRAMME

HOME ADDRESS

PLEASE UNDERLINE REASON FOR JOURNEY - WEEKEND TRAVEL - INTERVIEW - LEAVE - JOINING -
MEDICAL APPOINTMENT - WORK EXPERIENCE

Part One

If by train: £ P

DATE FROM TO AMOUNT CLAIMED

Return/Single

DATE FROM TO AMOUNT CLAIMED

Return/Single

If by bus: £ P

DATE FROM TO AMOUNT CLAIMED

Return/Single

DATE FROM TO AMOUNT CLAIMED

Return/Single

NB: ALL APPLICATIONS FOR THE REFUND OF A JOURNEY BY BUS OR TRAIN MUST BE
SUPPORTED BY RELEVANT TICKETS

If by taxi: £ P

DATE FROM TO AMOUNT CLAIMED

Return/Single

DATE FROM TO AMOUNT CLAIMED

Return/Single

JOURNEYS BY TAXI MUST ONLY BE MADE BY AUTHORISED USERS

NB: RECEIPTS MUST BE ATTACHED IN ALL CASES

If by private vehicle:

DATE OF JOURNEY

JOURNEY FROM TO

MILEAGE READING AT START OF JOURNEY

NO OF MILES AT 25 PENCE PER MILE AMOUNT CLAIMED.....

VEHICLE REGISTRATION NUMBER DRIVER

TOTAL AMOUNT CLAIMED

Part Two

1. I declare that the journey, details of which are given in PART ONE, was made by me and it was not covered, wholly or in part, by a travel warrant issued to me and I accordingly claim payment for the amount shown.

2. I further declare that no claim has been or will be made in respect of the same journeys.

Trainee Signature Date

Provider Authorising Officer Signature Date

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SECTION 7

Annex 3

RT9

Annex 4: Lodging Confirmation

Name of Lodging Accommodation

Date:

Dear Sir/Madam:

Re: (Name of Trainee)

Please confirm accommodation for the above named trainee, by signing the attached form and returning to us in the enclosed stamped addressed envelope.

With thanks

Yours faithfully

Work Placement Co-ordinator

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SECTION 7

Annex 4(a)

Annex 4(a) Lodging Confirmation

Name of Trainee:

Accommodation at:

Single Room

Dates accommodation required: From

To

Rates: per Week

per day

Rate includes the following:

Bed & Breakfast Yes No

Dinner Yes No

Gas/Electric Yes No

Ensuite Facilities Yes No

Signed by Lodging Provider:

Signed by Trainee:

Date:

Date:

Annex 5: Application for childcare payments

Section 1 - Applicant Details

1. Name

2. Address
 Post Code

3. Child(ren)

	First Name	Surname	Date of Birth		First Name	Surname	Date of Birth
1				3			
2				4			

If more than 4 children continue on a separate form and attach to this one

Child benefit number Amount received per week £

5. Relationship to Children (*please tick appropriate box*) Mother Father Guardian

Section 2 - Applicant Declaration

6. I declare that:

- * I am a lone parent (or guardian).
- * Both myself and my partner are on Residential Training at the same time (delete as appropriate)
- * The child(ren) named above is/are my dependant(s) and live with me at the above address.
- * I am unable to make childcare arrangements other than on a fee payment basis.

I apply for payment of childcare costs.

Signature Date

Section 3 - Child Minder Details

7. Name

8. Address
 Post Code

9. I declare that:

I am a Child Minder, registered with (Local Authority)
 Registration Number

I have agreed to care for the above named child(ren) during the period
 (Name of applicant) is with Provider
 at a cost of £ per hour.

I agree to provide a statement of my hours in the form required by Provider

Signature Date

Name (in BLOCK LETTERS)

RT8

RESIDENTIAL TRAINING COLLEGE PROVIDER GUIDANCE

APPLICATION FOR CHILDCARE PAYMENTS CONTINUATION SHEET

(additional childcare arrangements other than registered childminder)

<p>Section 4 – Other childcare services Details</p> <p>Type of Service i.e.: Playgroup, After school club, etc</p> <p>1. Type of childcare Provider.....</p> <p>2. Name</p> <p>3. Address</p> <p style="text-align: right;">..... Post Code</p>
<p>Period of childcare covered:</p> <p>4. Dates: To.....From.....</p>
<p>Hourly/Weekly costs</p> <p>5. Hourly rate £.....Costs per week £.....</p>
<p>Section 4 – Other childcare services Details</p> <p>Type of Service i.e.: Playgroup, After school club, etc</p> <p>Type of childcare Provider.....</p> <p>2. Name</p> <p>3. Address</p> <p style="text-align: right;">..... Post Code</p>
<p>Period of childcare covered:</p> <p>4. Dates: To.....From.....</p>
<p>Hourly/Weekly costs</p> <p>5. Hourly rate £.....Costs per week £.....</p>

RT8

Annex 6: Standard wording for your final response to the customer.

If you are not happy with this response, you can ask the Independent Case Examiner (ICE) to consider your complaint. You should contact them within six months from the date of this letter. The ICE service is provided by the Department for Work and Pensions (which includes Jobcentre Plus) and offers a free, impartial resolution service but does not consider matters of law or government policy. ICE can be contacted at:

The Independent Case Examiner
Jupiter Drive
Chester
CH70 8DR

Phone: 0845 606 0777

Website: www.ind-case-exam.org.uk

Parliamentary and Health Service Ombudsman

You can also, at any time contact your MP who may be able to send your complaint to the Parliamentary and Health Service Ombudsman. The Ombudsman normally (but not always) expects you to have exhausted both the provider complaints process and the ICE services before she accepts a complaint for investigation.

The Ombudsman investigates complaints that government organisations have not acted properly or fairly or have provided a poor service. To find out more, please contact:

The Parliamentary and Health Service Ombudsman Millbank Tower, Millbank
London SW1P 4QP.

Phone: 0345 015 4033

Website: www.ombudsman.org.uk

Section 8

Exits From Training Programmes

1. **The primary aim of Residential Training is to help people obtain and keep a job or self employment at the end of their training programme.**
2. It will be for training Providers to decide when and how to identify the further needs of trainees and ensure that each programme results in progression to the outcome identified in their Individual Learning Plan. **A Provider's success in helping trainees secure employment will be a key indicator of performance.**
3. Training Providers must ensure that each trainee is given a copy of the progress file on entry to training. The progress file must be updated regularly throughout the individual's training programme, up to the termination of the programme and include details of competence, achievements, any qualifications achieved and relevant work experience.

Trainees Transferring Between Training Providers

4. Where it is necessary to transfer to another Provider during the course of their programme, the DWP Residential Training Team must be informed before the transfer takes place. On transfer, the first training Provider should take the following action:
 - a) record the trainee as a completer on the next RT6;
 - b) forward form SL2JP and the Individual Learning Plan copy to the second training Provider. The first training Provider should retain a copy of form SL2JP and records showing the trainee's start and transfer dates.

Completion Of Change Of Circumstances Form

5. It is also necessary for training Providers to notify Jobcentre Plus of trainees' changes of circumstances on form AP3. The form AP3 is obtainable from the DEA/Jobcentre Plus.

Action When A Trainee Leaves

6. Providers must notify the DWP Residential Training Team when trainees leave training by completing Part 4 of SL2JP and sending form SL2JP, Page 3 to Jobcentre Plus as soon as training ends. If the new print SL2JP is used which only has three pages then please photocopy Page 2 of the new print SL2 and send this to the DWP Residential Training Team. This action will stop payment of the training allowance. Any delay in completion and despatch of the SL2JP will risk overpayment of training allowance which will be attributed to the Provider..

Section 9

Equality and Diversity Requirements

1. The Provider acknowledges that in the operation of its employment programmes Jobcentre Plus must at all times be seen to be actively promoting equality of opportunity for and good relations between all persons irrespective of their race, gender, disability, age, sexual orientation or religion.
2. In the performance of the Contract, the Provider shall use reasonable endeavours to procure that its subcontractors assist and cooperate with Jobcentre Plus where possible in satisfying this duty, by fully complying with the requirements of Schedule 8 of the Contract.
3. Contracted training Providers will be monitored by the Department to ensure that they meet the legal and contractual requirements relating to Equal Opportunities by paying particular attention to:
 - how they promote their training provision;
 - how they assess trainees;
 - equality of opportunities during training;
 - the monitoring/reviewing of individuals;
 - the wording of the organisations policy on Equal Opportunities and the spirit in which it is carried out.
4. The training contract with the Department ensures that training Providers are required to consider people with disabilities on their individual merits for the full range of training opportunities.

Section 10

Funding Of Provision

1. This section provides guidance on the financial terms and conditions associated with the funding of Providers. These are set out in Schedules 5 and 6 of the Provider contract agreement with DWP.

On Programme Element (OPE)

2. Providers will undertake a thorough comprehensive Participant Assessment for each person referred to them by Jobcentre Plus in accordance with Section 3 para1.
3. Providers must identify any persons not appropriate for the services they are delivering. If the Provider identifies that a person is not appropriate for the Services he is delivering then the person must not be registered for the Programme but must be referred back immediately to the Jobcentre Plus Disability Employment Adviser stating the reasons for unsuitability.
4. Where a person is identified as not appropriate for the Services delivered by the Provider, the Provider will receive an Assessment Payment for the completion of the Participant Assessment, as detailed in Schedule 6 of the Contract.
5. Only one Assessment Payment will be made in respect of any person being referred for Residential Training by Jobcentre Plus, unless 12 months have elapsed since the last assessment.
6. A Start Payment will be paid for each participant for whom a Participant Assessment has been completed and commences Training with the Provider, subject to paragraph 7.
7. Where a participant leaves the programme and later returns to Training with the same Provider no further Start Payment will be paid unless 12 months have elapsed between the termination date and the restart date.
8. Where a Participant transfers to another Training Provider during a period of Training a further Start Payment is not payable to the new Provider
9. No Start Payment is payable where a participant leaves training within 10 Training Days of commencing / starting the programme.

Payment For Training Fees

10. The Provider will be paid a monthly Training Fee equivalent to one twelfth of the total Training Fees specified in Schedule 6 of the Contract.

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11. Please note that contract variations will detail any agreed updated monthly Trainee Fees.

Outcome Element (OE)

12. Where the OE is greater than nil (see Schedule 5 paragraph 5.1.2 of the contract), the OE shall be divided, as defined in Schedule 6, into Outcome Payments which shall be payable on achievement of Outcomes as set out in Schedule 2. There may be none, one or several available Outcomes, all of which are funded from the OE of the Programme Fee.
13. Where an Outcome is achieved whilst the participant is on a programme and/or within 26 weeks of the last day of Training, the Provider shall be eligible to claim the associated Outcome Payment.

Payment For A Job Outcome

14. The Provider may claim a Job Outcome when a Participant commences, within 26 weeks of starting training or within 26 weeks of the last day of Training, employment that is expected, on the date the Job Outcome Payment is claimed, to last at least 13 weeks and the employment is of 16 hours per week or more.
15. Job Outcome Payments may be claimed for Employment, including Self Employment of at least 16 hours per week with one or more Employers. Payment is subject to the evidence requirements set out below.
16. During the period of this Agreement, if the cumulative ratio of Job Outcomes to Starts falls 5% below target indicated in Schedule 6, Table B then the Authority can, at its discretion and having provided reasonable notice, suspend the payment of future Start Payments to the Provider until such time as the cumulative ratio of Job Outcomes to Starts improves to a level to be agreed, at the time of suspension, between the Authority and the Provider.

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Employing Residential Training Participants

17. DWP acknowledges that you may employ individuals who originally start out as a Residential Training participant. This is acceptable. However, the strategic intent of the Residential Training programme is to place participants into **sustained** employment that extends beyond the duration specified for performance and payment purposes.
18. In that respect, DWP would not find it acceptable for you to continuously turnover your employee base with Residential Training participants merely as a means of enabling Job Outcomes to be reported and subsequent payments to be claimed.

Please Note: You must seek permission from your DWP Performance Manager before you employ any Residential Training participant.

Payment For Job Outcome Sustainment

19. A Job Outcome Sustainment Payment may be claimed for Employment of at least 16 hours per week with one or more Employers that is sustained for at least 13 weeks in the 26 week period beginning on the first day of Employment.

Payment For Qualification and Credit Framework (QCF) Or Work Based Qualifications

20. A Qualification Payment may be claimed for the achievement by the Participant of a QCF qualification of any level (minimum 'Award') or other work based qualification that is recorded in the trainees Individual Learning Plan and supports the Trainees stated work goal. Only one qualification payment can be made for each trainee. For the avoidance of doubt the decision of the Authority on the eligibility of a qualification for this payment is final. See Annex 3 for the Output Related Payment form.

Payment Evidence

21. All payments are subject to evidence requirements.
22. In order to minimise bureaucracy, hard copy evidential material will not be submitted to DWP with invoices for payment. However, outcomes must not be claimed by Providers until they have obtained the prescribed evidence in relation to the payment claimed.
23. Proposals for processes to manage the collection and retention of evidence to support payments are included at Schedule 2 of the Contract.
24. Evidence must be readily available and retained in such a way as to allow DWP to conduct audit and validation checks to gain assurance that any payments claimed are bone fide.

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25. Audit and validation checks may include, but are not restricted to asking for evidence to be submitted to DWP by post and visits to the Provider's premises. These checks will not be restricted to reviewing evidence and may also include reviews of systems in place regarding the retention of evidence and other aspects of the delivery of the service.
26. Evidence requirements for the payment of outcomes are as follows:

Payment For Participant Assessment

27. The evidence required to validate the payment is the completed participant Assessment in a format agreed by the Authority

Payment For Starts

28. The evidence required for this payment is the completed Individual Learning Plan signed by both the Provider and the Participant

Evidencing Claims

29. An important part of measuring provider performance is to ensure we get the supporting evidence requirements right, not least to balance the risk of paying for inappropriate outcomes against the effort required in establishing appropriate levels of control.
30. For the purpose of evidencing claims RTC's are required to obtain evidence that meets the following criteria. It should be retained and made readily available for audit and validation checks, as set out in the Residential Training Contract
31. In developing these evidence requirements, we take account of the criteria used by the National Audit Office in assessing evidence and adapt it to DWP business. These criteria are:
 - **Written statements as opposed to oral evidence;**
 - **Independently validated** – i.e. obtained from an independent source. This is why employer verification templates require less supporting evidence than information provided by trainees;
 - **Restricted to official access** – which is why we accept only official supporting employer documentation (letterheads, business cards, etc.) as opposed to that which might be easily accessible to members of the public (menus, till receipts, etc.);
 - **Cost of acquiring the evidence** – although this is a consideration when deciding evidence requirements, the cost would not outweigh the need to collect it; and
 - **Usefulness or purpose** – i.e. if what is collected doesn't demonstrate it meets the intended purpose it will be worthless regardless of the amount collected. In this case, the intended purpose is the job outcome and that means that the evidence collected *must* support all aspects of the job

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outcome definition, i.e. that the participant is in work, that it's more than the minimum hours and that it is expected to last 13 weeks or more.

Extension of Acceptable Employer Evidence

Principal NAO Criteria Used: Restricted To Official Access

32. Existing guidance currently states that the **Employer Verification Template (See Annex 4)** must be supported by either:
- company letter headed paper; or
 - compliment slip; or
 - company stamp; or
 - business card.
33. In response to provider queries, this is being widened to include other documentation which is arguably only available to someone working within the employer company but obviously dependent on the employer's willingness to share it with the provider:
- trade invoices - an invoice for goods or services bought by the employer organisation relevant to the employer business; or
 - trade receipts - receipt/sales invoice for goods or services supplied by the employer organisation relevant to the employer business; or
 - utility bills – a utility bill for gas, electricity or water consumed by the employer organisation; or
 - fax headers – where a fax header is set up using the fax settings and this is clearly displayed on an incoming fax to a provider from an employer, this will be treated in the same way as company letter headed paper; or
 - a company payslip.
34. In all cases, the supporting documentation must show the name of the employer organisation (and ideally the address) and be signed by the same person who signed the Employer Verification Template. To minimise the risk of potential collusion, we would expect the supporting evidence to be official and would not therefore accept documentation where the employer details are handwritten.

Clarification Of Acceptable Evidence To Support Participant Declaration

Principal NAO Criteria Used: Independently Validated Usefulness Or Purpose

35. Where a signed statement cannot be obtained from the Employer, alternative evidence can be accepted to support the Job Outcome payments. A signed declaration by the Participant can be accepted (in a format agreed with DWP) **See Self Declaration Employment Verification Template (Annex 5)** that confirms the date the Participant started to work and the number of hours worked per week. The statement must also confirm that the employment is reasonably

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expected to last for a minimum of 13 weeks. This must be supported by independent evidence that fully supports the job outcome definition.

36. Payslips are the most common form of independent evidence. However, whilst a single payslip can be used to verify that an individual is in work, it often wouldn't confirm the number of hours worked and very rarely (if ever) confirms that the job is expected to last 13 weeks.

37. If this is the evidence route chosen by the provider then additional (independent) evidence must be supplied if one payslip does not provide all of the required information. Typically, the additional evidence could include:

- A job offer letter from the employer (providing it supports that part of the job outcome definition not covered by the payslip); or
- A contract of employment (again providing it supports that part of the job outcome definition not covered by the payslip).

38. Should the provider be unable to obtain the required evidence from either the employer or the individual at the start of the job, then it would be acceptable to gather sufficient wage slips to make a claim in retrospect although clearly this is subtly changing the job outcome definition to 'has been in work' 13 weeks as opposed to 'expected to last' 13 weeks.

Clarification Of Acceptable Evidence To Support Self Employed Jobs

Principal NAO criteria used: Independently validated

39. Existing guidance states that the participant is allowed to complete the 'Employer' Verification Template **Self-Employment Verification Template (See Annex 6)**. This is the only instance where DWP will accept the participant's word that the job is 16 hours or more and expected to last at least 13 weeks without an independent statement to this effect (because the participant is in effect the employer).

40. However, this statement *must* be supported by independent evidence that the individual is actually trading. This can be either:

- a letter from a recognised business start-up organisation which must include a business plan; or
- evidence of trading that is clearly linked to the company and is proportionate to the business.

Example 1

There has been some confusion as to what is meant by 'proportionate to the business'. The following examples set out what we would deem to be acceptable and what is not.

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Scenario: Nick Brown is a self employed plumber. A self employment verification template has been completed and fully supports the job outcome definition. This is supported by a trade invoice for 100 x 3m lengths of 22mm copper pipe, 200 x 22mm copper elbow joints and a balanced condenser flue adaptor. The invoice is addressed to Nick Brown at his trading address and dated after he started to trade as a self employed plumber.

The supporting evidence in this case would be acceptable as it is reasonable to assume that someone purchasing this amount of materials is using it for the purpose of trading as opposed to domestic use.

Example 2

Scenario: Nick Brown is a self employed plumber. A self employment verification template has been completed and fully supports the job outcome definition. However, this is supported by a trade invoice for 2 x 3m lengths of 22mm copper pipe, 2 x 22mm copper elbow joints and a balanced condenser flue adaptor. The invoice is addressed to Nick Brown at his trading address and dated after he started to trade as a self employed plumber.

The supporting evidence in this case would be unacceptable as it is reasonable to assume that someone purchasing this amount of materials may be using it for domestic use as opposed to trading.

In this example, the supporting evidence could become acceptable if a number of invoices were submitted to ensure that the 'proportionate to the business' criteria is met.

Payments For Sustained Employment

41. In order to claim a Sustained Job Outcome, you must hold evidence that:
 - shows that the job starting the sustained employment period commenced after the customer joined your provision; and
 - shows that the customer has been in work of at least 16 hours a week with one or more employer for 13 weeks in the 26 weeks beginning on the first day of employment.
42. Where employer certification can be obtained this must be supported as per Annex 1 of the DWP Legacy Generic Provider Guidance - Part 6. Where a signed statement cannot be obtained from the employer i.e. where the employer refuses to provide information or where the participant has not signed/refuses to sign a declaration authorising the passing of information, alternative evidence is required to support Job Outcome payments. It is expected that alternative evidence would only be used in very exceptional circumstances.
43. The only alternative evidence to that referred to in earlier which may be accepted by the Authority is the following:

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- (a) signed declaration by participant confirming they have been in work for 13 weeks in the previous 26 weeks; **and**
 - (b) customer's pay advice(s) confirming cumulative periods of employment that adds up to 13 weeks out of previous 26 weeks. This should also confirm the number of hours worked.
44. Where the participant is in self employment at least two pieces of evidence of sustainment of Employment is required as follows:
- (i) signed declaration by the participant that confirms the date self-employment started and the nature of business, from which confirmation can be obtained that the participant has been in work of 16 hours or more per week for at least 13 consecutive weeks or 13 cumulative weeks within the previous 26 weeks from the commencement of self-employment

Plus at least one of the following:

- (ii) letter from a recognised business start up organisation - such as a bank or the Prince's Trust confirming that the business is continuing.
- (iii) evidence of trading such as trading bank statements, trade invoices, to evidence the continuing nature of the business.
- (iv) tax registration for self-employment - Self-Employment Tax Reference Number

Payment For Achievement Of Qualifications

45. The evidence required for a Qualification Payment is as follows:
- a) the Individual Learning Plan identifying the qualification achieved as clearly linked to the trainees Employment or career objectives, and
 - b) a copy of the relevant certificate confirming that the Participant has achieved the Qualification
46. Payment will be made for Trainees who achieve a Qualification within 26 weeks of the last day of Training
47. Further advice on acceptable evidence is available from the Residential Training policy team, by email on

specialist.disabilityprogrammequeries@dwp.gsi.gov.uk

Methods Of Payment

48. DWP reserves the right to set and/or alter, at its absolute discretion, the method of payment. All payments made by DWP to the Provider are conditional upon the Provider's provision of the Programme in accordance with the terms of this Contract. Further payments (whether in respect of OPE or OE) are made on the assumption that the Providers entitlement to such payments can be verified on request by the production of the records required under this Contract (including under Schedule 2 of the contract). DWP shall be

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entitled to assume, in the absence of such records, or of any evidence which DWP may reasonably decide to accept in substitution, that such provision of the Programme ("**Unsupported Provision**") has not taken place. DWP shall be entitled to recover any and all sums paid in respect of such Unsupported Provision from the Provider.

Volumes

49. DWP gives no guarantees of volumes. Any volumes mentioned in the Contract, are indicative only and shall not be binding to DWP.

Claims For Payment/Invoices

50. For Outcome Payments and any other payments, DWP shall make payment to the Provider monthly in arrears within thirty (30) calendar days of receipt of a correctly completed invoice ([Summary Claim Form](#)) accompanied by the supporting invoicing information as specified in the Provider Guidance.
51. The provider shall submit claims for payment in the format specified by DWP, in accordance with the timetable at Section 10 Annex 1 All claims shall be submitted within ten Working Days of the end of the appropriate claim period.
52. Where a participant starts work within the tracking period, an Outcome payment may be claimed.
53. The amount to be claimed in respect of the appropriate element of the Programme Fee shall be that as specified in Schedule 6 of the contract (Payment Schedule).
54. The percentage and amount of VAT should, if chargeable, be shown on claims in accordance with Customs and Excise regulations.
55. If the Provider fails to submit a claim within the period referred to, or fails to submit the claim in the prescribed form or accompanied by the appropriate supporting information, DWP shall not be in breach of this Contract if it fails to make payment within thirty (30) calendar days of receipt of the claim provided that DWP shall not unnecessarily delay payment of the relevant claim.
56. Details of the Provider's bank account must be notified to DWP on the standard form supplied by DWP for this purpose. DWP shall send notifications of payments to the Provider's address stated on the standard form.

Provider Assurance Team

57. The primary purpose of the Provider Assurance Team is to provide the DWP Contracted Services Director with an assurance that; payments made to DWP Contracted Employment Programmes (CEP) Providers are in accordance with DWP & Treasury requirements; public funds and DWP data are protected; and that value for money has been obtained.

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58. This is achieved through the operation of a national standard risk based approach to provider assurance work. The Provider Assurance Team will operate at a national level enabling them to present CEP providers operating across regions with a single view of the effectiveness of their systems.
59. The work of the Provider Assurance Team is delivered primarily by visiting providers to review the systems of internal control in place to manage the risks to DWP in relation to CEP expenditure and customer data. This will include the arrangements they have in place for their sub-contractors.
60. At the conclusion of their visit the Provider Assurance Team will discuss their findings with the provider and subsequently produce a report which will include an assurance rating for the overall system and an action plan detailing areas where control could be improved if necessary.

Please Note: for further detail about the remit of this team refer to DWP Generic Provider Guidance Chapter 6 <http://www.dwp.gov.uk/docs/pg-chapter-6.pdf>

61. In all instances, the Provider shall co-operate and provide such reasonable assistance as may be necessary to facilitate such monitoring. Failure to provide such reasonable assistance shall be deemed a "Serious Breach" for the purposes of Clause 17 of the contract.

Irregularities/Potential Fraud

62. You have a responsibility to minimise the risk of fraud within the programmes delivered. Funding should be safeguarded against fraud and serious irregularity on the part of directors, employees or subcontractors. Such abuse would include false or misleading claims for payments, whether designed to gain immediate financial advantage or overstate performance.

63. Deliberate and/or persistent non-compliance with prescribed standards of delivery would also be subject to investigation if a possible financial impact was identified.

64. In such instances DWP may contact you to pursue enquiries relating to potential abuses of funding. Their remit will be, primarily, to investigate fraud and financial irregularity but it can in certain circumstances extend to non-compliance with contract and guidance.

65. You should therefore ensure that all staff involved in the delivery and management of contracts are fully aware of the risks and consequences of any falsification, manipulation, deception or misrepresentation. Occurrence of fraud within any individual programme could lead to the termination of all contracts held as well as civil or criminal proceedings against those implicated.

Section 10 Annexes

CLAIMS & STATS TIMETABLE - 2013-2014

Claim Period		Weeks of Claim	Date claim required
01 April 2013	26 April 2013	4	03 May 2013
29 April 2013	31 May 2013	5	07 June 2013
3 June 2013	28 June 2013	4	06 July 2013
1 July 2013	26 July 2013	4	02 August 2013
29 July 2013	30 August 2013	5	06 September 2013
2 September 2013	27 September 2013	4	04 October 2013
30 September 2013	25 October 2013	4	01 November 2013
28 October 2013	29 November 2013	5	06 December 2013
2 December 2013	3 January 2014	5	10 January 2014
6 January 2014	31 January 2014	4	07 February 2014
3 February 2014	28 February 2014	4	07 March 2014
3 March 2014	31 March 2014	4	04 April 2014
1 April 2014	2 May 2014	5	9 May 2014
5 May 2014	30 May 2014	4	06 June 2014
2 June 2014	27 June 2014	4	04 July 2014
30 June 2014	1 August 2014	5	08 August 2014
04 August 2014	31 August 2014	4	08 September 2014

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SECTION 10

Annex 1



Annex 1: Residential Training: Summary Claim

Date received

Complete using black ink and capitals throughout.
Use one claim form for each claim period. Initial any alterations to the form. **Do not** use correction fluid.

Part 1: Provider's details

Contract Holder	<input style="width: 95%;" type="text"/>	Contract Holder address	<input style="width: 95%;" type="text"/>
Contract Number	<input style="width: 95%;" type="text"/>		
VAT Reg. No.	<input style="width: 95%;" type="text"/>	Postcode	<input style="width: 95%;" type="text"/>
VAT Invoice No.	<input style="width: 95%;" type="text"/>	Contact name	<input style="width: 95%;" type="text"/>
		Contact 'phone No.	<input style="width: 95%;" type="text"/>
This claim provides the breakdown for the period		From	<input style="width: 100px;" type="text"/> to <input style="width: 100px;" type="text"/>

Part 2: Claim details

On Programme Costs	VAT status*	Amount
Monthly Programme costs (Equivalent to 1/12 th of total Programme costs based on 90% starts)	<input style="width: 100%;" type="text"/>	£ <input style="width: 100%;" type="text"/>
Adjustment for achievement or non achievement of profiled starts	<input style="width: 100%;" type="text"/>	£ +/- <input style="width: 100%;" type="text"/>
Total of On Programme costs	<input style="width: 100%;" type="text"/>	£ <input style="width: 100%;" type="text"/>

Outcome Element inc Qualifications	Number Claimed	X £As per contract	VAT status*	Amount
Number of starts	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	£ <input style="width: 100%;" type="text"/>
Number of Assessments	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	£ <input style="width: 100%;" type="text"/>
Job Outcome 26 weeks from commencement of Training	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	£ <input style="width: 100%;" type="text"/>
Job Outcome within 26 weeks from the last day of Training	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	£ <input style="width: 100%;" type="text"/>
Sustained job outcome for 13 weeks in the 26 week period starting on the first day of Employment	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	£ <input style="width: 100%;" type="text"/>
NVQ/SVQ or other Qualification	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	£ <input style="width: 100%;" type="text"/>

VAT exempt elements	VAT chargeable elements
Total amount claimed ^{A1} £ <input style="width: 150px;" type="text"/>	Total amount claimed (excl VAT) ^{B1} £ <input style="width: 150px;" type="text"/>
	VAT at 20% (current VAT Rate) ^{B2} £ <input style="width: 150px;" type="text"/>
	Total amount claimed Incl. VAT (B1+B2) ^{B3} £ <input style="width: 150px;" type="text"/>
	Total amount claimed (A1+B3) £ <input style="width: 150px;" type="text"/>

* Indicate VAT status by writing 'Standard' or 'Exempt'

NOTE: Please complete Annex 3 and include with summary claim

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SECTION 10

Annex 1

Part 3: Provider's declaration

We certify this claim is correct and within the terms of the contract with Department for Work and Pensions and no part of this claim has been included in a previous invoice.

Prepared by (full name):

Approved by (full name of authorised signatory)

Signature

Date

Signature

Date

JT6 (Rev April 2012)

Annex 2: Notes on Completion of JT6**Part 1: Claim Provider's details**

Field	Entry
Contract holder	The official name of the organisation which holds the contract with Department for Work & Pensions. This should not be the name of any sub-contracting organisation.
Contract Holder address	Enter the full address of the main contract holder.
Contract Number	The number issued to you by the DWP and is found on the front of the 2012/13 contract.
VAT Registration Number.	Enter your VAT number (if applicable).
VAT Invoice No.	Your VAT invoice number (if applicable).
Contact name	Enter the name of the person the Residential Training Team can contact in case of any queries.
Contact 'phone number	The telephone number for the above person.
Claim period	Enter the start and end dates of the 4 or 5 week claim period the claim covers.

Part 2: Claim details

Field	Entry
VAT status	Indicate the VAT status by writing "standard" or "exempt" in this column.
Amount	Enter the amount claimed for each payment type.
Number Claimed	Enter number of outcomes claimed for by each outcome type
VAT exempt elements	Total the VAT exempt elements and enter in the Total amount claimed box A1.
Total amount claimed (excl. VAT)	Total the VAT chargeable elements (excluding VAT) and enter in box B1.
VAT at 20% (current VAT rate)	Multiply B1 x 20% to calculate the VAT and enter in box B2.
Total amount claimed (incl. VAT)	Total amount claimed including VAT (B1+B2) and enter in box B3.
Total amount claimed	Add A1+B3 and enter this amount

Part 3: Declaration

The person preparing the claim form must print their name and sign this part. The form must be countersigned by an authorised signatory.

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ANNEX 3

Annex 3: Output Related Payment

Provider

Period of Claim From To

(1) Name	(2) AppNo	(3) Programme	(4) Term Date	(5) Qualification Achieved and Level	(6) Amount Claimed (Quals)	(7) Outcomes	(8) Outcomes (start date)	(9) Amount Claimed (Outcome)	(10) Total Claim

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ANNEX 3

					(a) Total			(c) Total	Grand Total
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Annex 4: Employment Verification Template

To

From

In the event of
query contact:

Telephone:

Employment confirmation

Date

Thank you for taking the time to complete this form. We need some information about the person named below for contract monitoring purposes. Your employee has given written permission for us to obtain this information. A copy of this permission is available.

Employee first name

Employee last name

Employee National Insurance Number

Please complete sections 1 to 5 below as applicable

1 Company Name *(if different from above)*

2 Employee's Job Title

3 Date the job started

4 On the date this job started, did you expect the job to last at least 13 weeks? *(Please tick the appropriate box. This does not commit you to the employee)*

Yes

No

5 How many hours each week is the employee working?

hours per wk

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Certification

Your Name
(please print)

**Your position in
the company**

Date

Signature

**Telephone
Number**

**Please impress your company or
organisation stamp in this box on
the right, and return this form to the
address at the top.**

***If you do not have a company stamp
please attach a signed compliments
slip, business card or letterhead.***

Thank you for your assistance.

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 No

6 From the start date of the job I am working for

 hours per
wk

Certification

Signature

Date

Telephone number

Please return this form to the address at the top.

Thank you.

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Annex 6: Self Employment Verification Template

To:

From:

In the event of query
Telephone:

Employment confirmation

Date

Thank you for taking the time to complete this form. We need some information about your employment for contract performance monitoring purposes.

Your first name

Your last name

Your National Insurance Number

--	--	--	--	--	--	--

Please complete sections 1 to 6 below as appropriate

1 I confirm that I have started work on a self employed basis as a :

2 My Company name is:

3 The address I am trading from is:

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4 The date I started self employment was:

5 I confirm that on the first day of self employment, I expected it to last at least 13 weeks

Yes

6 My current or new total weekly hours are:

Hours
per
wk

Certification

Signature

Date

Telephone No.

Please return this form to the address at the top.

Thank you.

Section 11

Maintenance of records

1. In order to exercise control over the administration and allow Providers to provide the information required by the DWP it will be necessary to maintain adequate records for a minimum of six years from the end of contract.
2. If Providers intend maintaining trainee records on a computer based system, they should ensure that their organisation is registered under, and observes the provisions of the Data Protection Act.

Please Note: For more information about Information Security and what you are responsible for as a Provider can be found in DWP Generic Guidance - Chapter 8.

Data Security

3. The Provider shall develop, implement and maintain a Security Plan to apply during the Contract period and after the end of the Contract Period in accordance with the Exit Management Strategy, which will be approved by the Authority, tested, periodically updated and audited in accordance with this Schedule.

Please Note: More information about security requirements can be found in your contract within Schedule 6 – Security Requirements and Plan.

Fraud Prevention

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

<https://www.gov.uk/report-benefit-fraud>

5. DWP places the utmost importance on the need to prevent fraud and irregularity in the delivery of its contracts. All providers and sub-contractors will be required to, as a minimum, adhere to the following four principles:
 - have an established system that enables its 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.

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6. Providers are reminded they shall use its best endeavours to safeguard funding of the contract against fraud generally and, in particular, fraud on the part of the provider's directors, employees or sub-contractors. The provider shall pay the utmost regard to safeguarding public funds against misleading claims for payment and shall notify DWP immediately, via the DWP WPD Security Inbox, if it has reason to suspect that any serious irregularity or fraud has occurred or is occurring.
7. If the provider, its staff or its sub-contractors commits Fraud in relation to any contract with the Crown, DWP may:
 - a) terminate the Contract and recover from the amount of any loss suffered by DWP resulting from the termination, including the cost reasonably incurred by the DWP of making other arrangements for the supply of the Services and any additional expenditure incurred by the DWP throughout the remainder of the Contract Period; or
 - b) recover in full from the provider any other loss sustained by the DWP.
8. Providers are required to report all incidents of allegations of fraud via the DWP WPD Security Inbox using the 'Fraud Reporting Form' - DWP WPD Security (WPD.SECURITY@DWP.GSI.GOV.UK)
9. The provider shall co-operate fully with DWP and assist it in the identification of Participants who may be unlawfully claiming state benefits. DWP may from time to time brief the Contractor as to the co-operation and assistance it reasonably requires including the provision of information regarding fraud by Participants. On receipt of the information, further evidence may be collected by DWP or other department, office or agency of Her Majesty's Government with a view to prosecution.

Management Information Requirements

10. DWP requires information to ensure its commitment to training is being met. The information will help to determine how training is developing, the nature of the trainees and how they benefit from it. Co-operation in providing this information to DWP forms part of the contractual obligation and is essential if Providers are to respond to the changing needs of the customer group and the labour market.

Information Requirement

11. Providers will be required to provide information about trainees in the following ways:
 - a) a list of trainees currently in training as at the last day of the month by programme and number of weeks completed in month and since start of training;
 - b) a list of all trainees who start and terminate during the month (including premature terminations separately identified);
 - c) the completion of a monthly working sheet;
 - d) a weekly in-training list of trainees.

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See Annex 1 .

Monthly Information

12. Information will be collected on the monthly working sheet. Information should be extracted from the records established for this purpose and sent to the DWP Residential Training Team along with the monthly claim.

Starts

13. Providers are required to send completed page 2 of all SL2JPs for trainee starts as soon as possible to the DWP Residential Training Team. If the new print SL2JP is used which only has three pages then please photocopy Page 1 of the new print SL2 and send this to the DWP Residential Training Team. Providers should ensure that the number of SL2JPs already despatched to the DWP Residential Training Team corresponds with the number of starts recorded for the same period on the monthly working sheet and corresponding lists of trainees. A claim for a start payment cannot be paid without the appropriate SL2JP.

Completions And Early Leavers

14. Providers should also send completed page 4 of the SL2JP for all trainees who have left as soon as possible to the DWP Residential Training Team. If the new print SL2JP is used which only has three pages then please photocopy Page 2 of the new print SL2 and send this to the DWP Residential Training Team. It is important that the number of SL2JPs already despatched to the DWP Residential Training Team corresponds with the number of leavers recorded for the same period on the monthly working sheet and corresponding lists of trainees.

SECTION 11 *Annex 1*

Notes On Completion Of Monthly Working Sheet (Annex 1)

1. All Starts, Completions and Early Leavers should be shown as zero at the beginning of the contract year. The total number of trainees in training must be carried forward from the previous year.
2. Do not include reallocations and transfers in the starts or premature terminations, but note the changes in the space provided otherwise this will affect the totals for the year.
3. The number of customers who are attending as a residential, day, or distance learning trainee at the end of the period should be entered.

