

# Withdrawn

**This publication has been withdrawn.**

It is no longer current.

# Residential Training College Provider Guidance

## Section 9 Regulatory Compliance

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### Introduction

1. You must read this section in conjunction with DWP Generic Provider Guidance, particularly Chapter 2 – Delivering DWP Provision and Chapter 8 - Information Security.

### Equality and Diversity Requirements

2. 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.

3. 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.

4. 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; and

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- 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.

### **Maintenance of records**

5. 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.

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](#)

### **Data Security**

6. 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**

7. 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>

8. 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

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- 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.

9. 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.

10. If the provider, its staff or its sub-contractors commits Fraud in relation to any contract with the Crown, DWP may:

- 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
- recover in full from the provider any other loss sustained by the DWP.

11. 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](mailto:WPD.SECURITY@DWP.GSI.GOV.UK))

12. 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.