

The budget holding lead professional role

Introduction

The publication ***Support for Parents: The Best Start for Children*** (DfES, December 2005) set out a clear ambition to promote greater personalisation of services. Following this, 16 local authorities, including Devon, were selected by the former Department for Education and Skills (now the Department for Children, Schools and Families DCSF) to pilot the concept of the budget holding lead professional (BHLF) until March 2008.

The aim of the BHLF pilot was to evaluate whether, through giving lead professionals (LP) a budget to procure goods and services directly from providers, services were more likely to be delivered around the needs of the child or young person, leading to improved outcomes.

Devon piloted the role of BHLF in conjunction with the wider package of integrated tools and processes in nine AXS pathfinder areas.

Devon County Council Children and Young People's Services (CYPS) Senior Leadership Group provided further funding to extend the BHLF pilot in Devon for 2008/09 to further test the affect of an individualised commissioning approach on outcomes.

During 2008/09, funding is available to support Common Assessment Framework (CAF) Action Plans in the Pathfinder clusters in two distinct ways.

1. Early Intervention Fund

Funding to meet less complex needs identified through the CAF. It can be accessed to support multi-agency action plans as agreed at a Team Around the Child meeting, where other funding is not available and the responsibility to provide the intervention does not fall under the remit of an existing agency, or where funding is needed to deliver the service in a way that 'makes sense' to the child, young person and their family.

Example

A BHLF could purchase sessional time from a school counsellor, so that the young person can see them out of school hours in the youth centre, without it being obvious to their peers that they are receiving counselling.

Funding can be used to purchase goods or discrete short-term interventions. An analysis of the use of BHLF funding used to date, shows that activities for young people and childcare are common interventions that this fund might cover.

Any lead professional who has done the generic Integrated Working training can access this funding for a family they are working with.

March 2009

2. Individualised commissioning

Further development of the established budget holding lead professional (EBHLP) role to provide small teams of individualised commissioners which will work across the age ranges in an AXS cluster area.

Trained individual commissioners, or EBHLPs, will be invited to Team Around the Child (TAC) meetings for more complex cases to take on the lead professional role. In addition to providing the co-ordination functions of the LP, they will also be required to broker an appropriate package of support to meet the outcomes worked towards in the CAF Action Plan.

The principle is that if they have a substantial enough budget to commission the full range of services to meet a child or young person's additional needs in a way that makes sense to the family, they might:

- pay for (actually or notionally) existing 'free' services from the statutory or independent sector
- adapt existing services
- commission a new service
- make a 'direct payment' to the family to purchase goods or an intervention.

As a result they will have greater commissioning power.

It is anticipated that this will create a lever for how, and which, services are commissioned as the market place develops and providers have to become more competitive and flexible in their response.

Purpose of BHLP Toolkit

The BHLP Toolkit has been developed to use as a guide and point of reference. It explains the BHLP process in Devon, how you can access the budget and how you can use it to purchase goods and services. It covers the Early Intervention Fund and individual commissioning components.

Early intervention funding and budget holding lead professional (BHLP)

What is a BHLP?

A budget holding lead professional (BHLP) is a lead professional who has access to a budget to purchase goods and commission services directly from providers to meet the identified additional needs of a child or young person and their family.

It is envisaged that the BHLP role will have the potential to make sure services are delivered around the needs of the child or young person, rather than the provision of individual agencies, by:

- bringing decision-making about additional support as close to the child, young person and family as possible
- enabling practitioners carrying out the lead professional functions to have access to, and greater control over, individual budgets for children, young people and families
- promoting a more responsive, transparent and creative use of existing resources for individual children, young people and families with additional needs.

Who can be a BHL P?

The role of BHL P has been piloted in nine AXS clusters - which are based around the previous AXS pathfinder areas. Any practitioner acting as a lead professional for a child, young person or family in one of these areas has the opportunity to access funding and subsequently become a budget holding lead professional.

BHL P pilot AXS clusters

Exeter (Beacon Heath)
Tiverton
Exmouth
Ilfracombe and Braunton
South Molton and Chumleigh
Bideford
Okehampton and Tavistock
Dawlish and Teignmouth
Totnes, Dartmouth, Kingsbridge

Pro-rata funding is also available for new clusters as they become involved and practitioner teams are trained in the Integrated Working tools and processes during 2008/09.

Example

A 12 year old boy lived with his mum. He found the transition to secondary school very difficult and said that attending the school made him have suicidal thoughts. By the summer term he was refusing to attend. The boy was overweight and very unfit.

Over the summer holidays, a primary mental health worker started to work with the boy on his confidence in preparation for the start of the Supported Return to School Programme. The BHL P paid for a personal trainer to help the boy work on his fitness and his confidence and paid for membership to the local leisure centre for the boy and his mum so that they could go swimming together. The boy returned to school. He has lost weight, has a better self-image and now enjoys physical activity in school.

Which children and young people are eligible?

These criteria must be fulfilled for a lead professional to access the funding.

The child or young person must:

- be aged between pre-birth to 19 years old
- live, be enrolled at a school or be registered with a GP in one of the clusters
- have a CAF, a multi-agency action plan and a designated lead professional
- have an additional need that cannot be met with existing provision in a way that makes sense to them.

The budget is designed to meet the additional needs of children and young people at **Level 2 of the AXS Pathway**.

This means that **the budget cannot be used to purchase goods or services for children who have complex needs requiring statutory intervention at Level 3 of the AXS Pathway**. These include children in care, children subject to child protection procedures, in residential school or receiving Youth Offending Services.

What expenditure can I authorise?

Currently, lead professionals can authorise expenditure of **up to £500 to purchase goods and services**. This can only be accessed to meet any unmet identified additional needs following the completion of a CAF and multi-agency action plan.

In some circumstances, the BHLF may agree to split the costs with the family, especially where the allocated budget is insufficient. If this is not possible, the lead professional will need to get authorisation from the **AXS pathway co-ordinator** for expenditure up to £1,500 and from the BHLF project lead (through the pathway co-ordinator) for expenditure over £1,500.

Levels of expenditure in the Early Intervention Fund will be reviewed by the BHLF reference group, in the light of the development of resource allocation systems in the future, to make sure resources are equitably managed.

What can I purchase?

The BHLF can purchase any goods or services from the public, voluntary, independent or private sector in accordance with procurement guidelines which will meet a need identified in the CAF and support the child, young person or family to achieve the outcomes in the multi-agency action plan.

The BHLF may decide to purchase goods or a service because:

- the child, young person, parent or carer would not otherwise be able to access the goods or service
- an existing service needs to be customised to meet the child, young person or parent's individual needs
- a service does not currently exist to meet the child, young person or parent's individual needs.

Examples of BHLF expenditure

Swimming lessons
Belly dancing classes
After-school club or Playscheme
Relate counselling
Keyboard lessons
Cleaning services
Cycle hire
Family ticket to zoo
Alarm clock
Flea treatment for cat
De-humidifier
Dictaphone
White board and pens
Interview clothes
Driving lessons
Personal trainer sessions
Respite care
Sports tuition with peers
Parenting classes
Counselling sessions
Art therapy
Family support
Teaching assistant
Bus pass

The child, young person, parent or carer needs to be central to deciding how best to use BHLF funding for themselves. The BHLF should give children, young people and their parents or carers information about the budget available to them and support them to think about their options.

Evidence suggests that children and their families will often come up with their own creative solutions and have their own suggestions of appropriate services based on local knowledge or a friend's positive experience.

The BHLF funding should be seen as a tool to provide a complete package of support to meet the child or young person's needs holistically. The BHLF should only purchase time-limited services with clear outcomes in the context of a wider multi-agency action plan to ensure the BHLF intervention is successful.

Example

Jenny is a single mother with four young children living in privately rented accommodation. She had fled from an abusive relationship, but was finding it hard to cope on her own. She was behind on one month's rent, her electricity had been cut off and she was struggling to buy food for her family.

A health visitor completed a CAF and called a TAC meeting. The health visitor, as the BHLF, paid her rent arrears and electricity bill to alleviate the crisis. A Women's Aid worker started to meet with her once a week and supported her to apply for all her benefits, and Devon Pound provide her with one-to-one support on budgeting. The local children's centre was running a healthy eating class which Jenny attended and met other mums.

Jenny learnt how to manage her money and was able to pay her rent and utility bills, and she has able to provide cheap and healthy meals for her family.

Established budget holding lead professional (EBHLP)

What is an EBHLP?

During the national pilot, the [Department of Children, Schools and Families \(DCSF\)](#) found that in the majority of the 16 pilots, lead professionals only accessed the BHLF money when goods and services were required in addition to existing 'free' services. This made it difficult to evaluate whether support was being delivered based around the needs of the child or young person as originally intended, rather than around the existing provision available.

To address this, the DCSF asked the pilots to test the role of [established budget holding lead professional \(EBHLP\)](#). In Devon, EBHLPs will be known as [individual commissioners](#). The principle is for them to have a budget, for every child they become LP for, and for it to be substantial enough for them to commission the full range of services to meet the child or young person's needs identified in the CAF in a way that makes sense to the family.

This could result in notionally or actually paying for:

- existing 'free' statutory and voluntary services
- adapting existing statutory and voluntary services
- commissioning a new service or new provider or both
- providing direct payments to the family.

In Devon until the end of the 2008/09, the concept of individual commissioners will be tested out through two projects.

One project will be where 'generic' individual commissioners work to Team Around the Child meetings (TACs) to provide a multi-agency resource to support the implementation of more complex CAF Action Plans, across the age ranges and through the establishment of several theme groups. During 2008/09 the theme groups are Integrated Youth Support Services and Children who have Special Additional Needs. See the EBHLP specification on page 9 for more details.

A budget of up to £5,000 will be available to support each child or young person worked with and this funding will need to take into account the notional cost of 'free' services. Requests for funding in addition to this amount will be considered on a case by case basis and will be influenced by the amount of budget available centrally.

Who can be an EBHLP?

EBHLPs can be drawn from a wide range of professional backgrounds and can include personal advisers, Special Educational Needs Co-ordinators (SENCOs), primary mental health workers, school nurses, children centre workers, education welfare officers, youth workers.

EBHLPs need these skills and experience:

- knowledge of the Integrated Working tools and process obtained by attending the Integrated Working training
- experience of using the Integrated Working tools and process (CAF, LP role, TAC meetings) through working in one of the pathfinder areas
- ability to think innovatively and creatively with children, young people and families about how to best to meet their needs, rather than which existing services most closely fit

- knowledge of the services available to children, young people and families in the local 'market place'
- an understanding that existing services are not free, or necessarily the only option, and are there to be challenged or bypassed if they do not meet the needs of the child, young person or family
- confidence to influence and reshape local services
- a 'can do' attitude.

Example

A family with a long history of entrenched difficulties and failure to engage fully with professionals accepted a school nurse assistant into their home. It was a very rare occurrence for them to agree to home visiting! The school nurse was to assist them with re-organising the space and developing household routines to improve the general living conditions.

In the past they had felt judged and threatened by professionals about this issue and only accepted help with it when they were allowed to choose who they wanted to help them. The role was outside of her usual remit and it was negotiated with the PCT for her to carry out these functions in addition to her usual hours and employment on the basis of a risk assessment carried out by her organisation. She was paid on a sessional basis through the PCT's payrole for this additional work.

Procuring goods and services

What do I need to know about procurement?

Procurement describes the process of making arrangements with a service provider to deliver a service and agreeing in writing the terms and conditions of how the service will be provided and monitored.

BHLPS should get a quote before purchasing any goods and services under £1,000.

Arrangements can be confirmed by email. However BHLPS and individual commissioners must demonstrate that they or the family received:

- two oral quotes for purchases between £1,000-£2,500, followed up with a letter confirming arrangements (Appendix A)
- three written quotes for purchases between £2,500-£10,000, followed up with a service level agreement and the standard DCC contract terms and conditions (Appendix C).

Any contracts over £10,000 have to go through a formal tendering process. However it is not anticipated that a BHLPS will procure any services over £10,000.

The BHLPS, or individual commissioner, and the family will need to decide which quote offers 'best value'. This means that the decision does not just need to be made on cost; other factors must be taken into consideration that are important to the child or young person and family. This process is known as the Options Appraisal Process. See the Options Appraisal guidance for more information.

How do I purchase services?

As part of the TAC process, the CAF Action Plan will be completed, which will identify the unmet additional needs, the support the child, young person or parent requires and the desired outcomes of support.

Through discussion, the BHLPS or individual commissioner will need to detail the number of hours required, over what time period, and any special requirements, for example a male worker only. This information will inform the service specification (Appendix B).

The BHLPS or individual commissioner can use the service specification to get quotes from potential providers.

For expenditure under £1,000 the service specification needs to be discussed with providers and for the purchase of services in excess of £1,000, it needs to be sent to providers so that they can detail how they will meet the specified outcomes.

Once quotes have been gained and a provider has been agreed using the options appraisal criteria, the BHLPS will need to complete the service agreement (Appendix C). The provider will need to sign this, showing that they agree to the terms and conditions attached to the service agreement.

How do I make sure that services to be provided are safe to use?

We have a responsibility to check providers who are likely to be commissioned to work with children and young people to make sure that they are 'fit for purpose' and safe for children and young people to use.

Some providers will already be under contract with Devon County Council and should have been through a vetting process, known as the **pre-qualification process**. Procurement officers working for the Children and Young People's Service Joint Commissioning Team will be able to check whether or not this is the case. Go through the BHLF lead until a contact in the Joint Commissioning Team is finalised.

New providers - organisations and individuals - will need to go through a pre-qualification process. The BHLF or individual commissioner's responsibility is to discuss the need to go through this process with the provider and request and gather information listed on the **Pre-qualification Checklist** (Appendix D). The Joint Commissioning Team will then review the information and carry out the pre-qualification assessment.

Because we want to develop flexible service delivery and enhance choice in the market place, there is some help available to support new and small providers. For example, part of the budget could be used to pay for Criminal Records Bureau Checks and possibly suitable insurance cover. In addition, a pack of sample policies practice statements are also under development.

Advice about any aspect of ensuring service safety and quality can be obtained through the BHLF project lead.

How do I pay for purchases?

Purchases should be paid for by invoice wherever possible. Invoices need to be sent to:
Finance Officer
Devon Children's Fund Office
14 York Road
Exeter EX4 6BA.

For budget management and audit purposes, BHLFs and individual commissioners need to make sure that they have told the AXS pathway co-ordinators of any spend that they are intending to make; identifying the amount, the purpose of the spend, whether or not it is a BHLF or EBHLF case, against the CAF reference number given to the child or young person when a CAF is initiated.

Pathway co-ordinators will also have a cheque book and petty cash system to purchase goods and services which cannot be paid for through invoice.

Can I give money direct to families?

Children, young people and parents need to be empowered to make decisions about how, when and where support services are arranged. A parent, carer or competent young person can be given the BHLF funding directly through a **BHLF Payment** to pay for some, or all, of the support identified to meet their own additional needs or those of their child. They can use this payment to employ staff, purchase a service from an agency or buy goods.

The parent, carer or young person will need to understand and agree to:

- set up a separate bank account for the Direct Payments when the funding will be used for more than three months
- use the BHLF funding only to meet their or their child's additional needs identified in the CAF and multi-agency Action Plan

- take responsibility for arranging or purchasing goods or services that meet their or their child's needs
- take responsibility for the quality and standard of support that is purchased from BHLP funding
- provide receipts for any goods or services that they have purchased.

The Receipt for BHLP Payment (Appendix C) will need to be completed by the BHLP and signed by the parent or young person.

The BHLP needs to make sure the parent or young person is supported to gain the necessary knowledge and skills to manage the funding appropriately. The BHLP must keep a record of situations where money has not been spent on the intended goods or services.

Example

A BHLP provided a direct payment to a teenage mum to pay for an internet connection for 18 months.

This meant that she could research her college course in the evenings, while her daughter was asleep.

The teenage mum did not feel that she had enough experience to manage this budget without guidance, so the BHLP paid for a support worker to help her set up a separate bank account and work out a budget each month to make sure she had enough money to pay the internet bill.

What if a family wants to purchase a service?

A family friendly version of the procurement guidance and contract is currently being developed. The role of the individual commissioner will be to help the family do this.

What if a family wants to employ someone?

A parent or young person may choose to have a BHLP Payment to employ someone themselves. This will need to cover:

- recruitment costs
- pay - including national insurance and income tax
- holiday pay
- sick leave
- insurance
- training costs.

Families often identify relatives or friends who could help out in ways that are more sustainable than outside support. This is often provided free, but sometimes small amounts of money can make all the difference.

The parent or young person **can** use the BHLP Payment to employ someone they know. This could be a relative or a friend but **can't** be a close relative (a husband, wife or partner) who lives in the same household.

Finding the right person

If the parent or carer chooses to employ someone that they know, they will not need to follow all the steps below.

Application form and job description

The parent or carer will need to develop a job description and an application form. A job description is a formal term to describe what the person in the position will do. This will need to include the purpose of the job, main duties, hours and rates of pay. The application form can be formal or merely a list of questions the parent or carer would like to know before they decide to interview them. This should include the name and address of two referees, including a reference from the most recent place a person worked. The applicants should be told on the application form if they will need to apply for CRB enhanced disclosure.

See ***A Parents Guide To Direct Payments*** for a sample application form and job description www.everychildmatters.gov.uk/_files/6A714A67FF1DFC93DCAB4BBDF9CFFF01.pdf

Example

A mum of an 18 month old and a 3 year old was on long term sick leave with depression. The mum was about to start cognitive behaviour therapy after waiting for some time and wanted to devote more time and energy to her recovery. Her husband was supportive but was self-employed and could only take limited time off to help her with the children.

The BHL provide the mum with a Direct Payment to employ her niece who was taking a year off to provide live-in support for three months. The niece was paid £75 a week; £50 through the Direct Payment and £25 from the family. Sure Start provided the niece with supervision and provided free training in first aid and play work.

Dad went back to work, mum completed the therapy, the family continued to finance the employment of their niece after the three month period and mum went back to work

Advertising and interviewing

There are a number of ways the post could be advertised for free or a small cost. This could include asking friends whether they know anyone who might be interested, or displaying an advert in local places such as local schools, nurseries, youth service, local college, the local job centre or shop windows.

The parent or carer may also wish to consider using the Early Years and Childcare Service who produce a jobs bulletin for children's workers, and have a link with advertising at the Job Centre. For more details call **08000 563666** or visit www.devonjobs.gov.uk/childcare

Anyone who registers an interest in the post should be sent the job description and the job application form. The parent or carer will need to decide who to interview based on the returned application forms. It is best if the parent or carer interviews potential employees with another person, such as a friend or relative so they can discuss the decision.

Completing the necessary checks

BHLP Payments should not place a child in a situation where they are at risk from harm and these steps should be followed, even when the parent or carer knows the prospective employee really well. The BHLP can exercise their discretion and refuse to give the parent or carer a Direct Payment if they feel the child is being placed in a risky situation.

Criminal Records Bureau (CRB)

It is the policy of Devon County Council and best procurement practice that any member of staff employed with public funds should have a Criminal Records Bureau Check; this is the case even if the parent or carer knows the applicant really well.

References

It is important that the parent or carer follows up on the two references that the prospective employee gave on their application form. Written references can be followed up by a phone call. The employer must also make sure the worker has the legal right to work in the UK (**Section 8 Asylum and Immigration Act 1996**) and take a copy of their passport or full birth certificate.

Signing a contract

Once the successful applicant has agreed to take the post, the parent or carer will need to complete a **Contract of Employment** and a **Disciplinary Code** that both the employer and employee should sign (see Appendices 6 and 7 for samples). This should happen even if the parent or carer knows and trusts the employee.

ACAS is an organisation devoted to preventing and resolving employment disputes. The ACAS Helpline is **08457 47 4747**. We suggest that the parent or carer reads the ACAS Booklet ***Discipline, grievances and dismissals*** available from the ACAS website at www.acas.org.uk/media/pdf/9/5/CP01_1.pdf

Insurance and pay

Any money that a parent or carer receives as a Direct Payment will not affect any of their benefits or tax contributions, as this money is not additional income but is provided to pay for a service needed by their child.

As an employer, the parent or carer will need to arrange:

insurance

Insurance should be taken out whenever employing someone, even if the parent or carer is employing a close relative. As an employer, the parent or carer will need:

- employers' liability insurance to ensure against claims which an employee might make against the employer if they are injured while working
- public liability insurance to cover a situation where an employee injures somebody or damages their property while at work and that person makes a claim against their employer for damages.

Parent or carers can take out insurance as part of their household contents policy or have a separate liability policy. The British Insurance Brokers Association will help find a broker to get this type of cover. You can contact them on **0870 9501790**. The cost of the premium should be covered by the Direct Payment.

Parent or carers may also wish to consider personal accident and comprehensive house insurance in case their worker injures any member of the family or breaks something in the home.

Pay, National Insurance and tax

The Direct Payment made to a parent or carer must be adequate for them to employ someone appropriate to do the tasks required.

In most cases when using Direct Payments to employ someone, the parent or carer will become an employer, which means they will be responsible for paying National Insurance and tax, holiday pay and statutory sick pay and redundancy payments. See Appendix 8 for a form to help the parent or carer calculate costs for employing.

The parent or carer will need to register as a new employer with the Inland Revenue New Employer Helpline on **0845 6070143**, if the worker:

- has another job
- is going to be paid more than the lower earning limit. In 2006/07 this was £84 a week or £364 a month
- receives a state or occupational pension.

The parent or carer will need to operate a PAYE scheme for their worker and have funds to pay their National Insurance and tax. This will involve providing a payslip to the worker and paying their tax and National Insurance to the tax office each quarter.

The Inland Revenue Business Support team on **01392 280469** can provide help with this, or the parent or carer could pay for a book keeping firm or online service to do this for them.

The parent or carer does not need to register with the Inland Revenue as an employer and operate a PAYE scheme if the worker:

earns **less** than the lower earning limit **and has no** other job

is self-employed. The decision to be self-employed can only be made by the Status Team at the Inland Revenue. The parent or carer will need to phone them on **01392 280885** to clarify if the worker can be self-employed in the capacity they wish to use them.

Providing training

Parent or carers can use the BHLF Payment to pay for any relevant training for the worker. The parent or carer may need to consider whether any training is necessary before the worker starts work. Details of courses, many of which are free can also be found at www.traintoworkwithchildrenindevon.org.uk

Governance and support

Who am I accountable to?

Lead professionals are accountable to their employing agency for their work, the decisions they take and for any money they have to handle in the course of their work. The situation will be no different in the BHLF role.

Where can I get support?

Support is available from a number of places.

For the standard BHLF role provided through accessing Early Intervention Funds:

- you will continue to be supervised by your nominated manager or supervisor in your own agency, including your work in your capacity as a BHLF. If any conflicts of interest or disputes arise you should raise these in the first instance with your line manager or supervisor
- the AXS Pathway co-ordinator for your pathfinder areas will be able to provide you with information and advice on the BHLF process and support you to purchase goods and services
- BHLF training will be available. This will cover appropriate use of funding, the process for accessing funding and how to purchase goods and commission services.

For the enhanced Individual Commissioner role, a partnership approach to supporting you will be taken between your organisation and the AXS Programme.

- Case management and risk assessment will be provided in the usual way by your employing organisation.
- Process supervision regarding procurement practice will be provided by the BHLF project lead on an individual or small group basis.
- Advice and support to make sure that potential providers are safe to use and support to develop new providers will be provided by the Joint Commissioning Team.

Case studies

What makes a good BHL P spend?

Where the money is spent on actions that make a clear and obvious link between identified need and the desired outcomes.

For example providing gym membership and personal trainer sessions in response to the need for a young person to get fit and develop an improved body image improving their physical health and raising their self-esteem.

Where the spend complements other actions and is an integral part of a holistic package of support put together for a young person, rather than being used as a 'top up' or 'goodies pot'

For example where a young person is supported by a range of professionals to address issues ranging from identity concerns, school attendance and anti-social behaviour. In this example, a young male personal trainer was carefully selected and paid to provide personal training sessions and mentoring around identity and self-esteem issues as previously the young person had felt he had been easily influenced by peers into behaving in an anti-social way.

The sessions at the gym provided a double solution: the emotional issues underlying the young person's anti-social behaviour were starting to be addressed through the mentoring, and the young person had something interesting to do as an alternative to engaging in anti-social behaviour. School attendance concerns were addressed by having access to a key member of school staff on a weekly basis to discuss progress and any issues.

Where the solutions found are sensitive and personalised to the young person or family's need and creative in their scope.

Another good example can be provided by an EBHLP case. A family with a long history of entrenched difficulties and failure to engage fully with professionals accepted a school nurse assistant into their home to assist them with reorganising the space and developing household routines to improve the general living conditions.

In the past they had felt judged and threatened by professionals about this issue and only accepted help when they were allowed to choose who they wanted to help them. The role was outside of her usual remit and it was negotiated with the PCT for her to do this in addition to her usual hours and employment on the basis of a risk assessment carried out by her organisation. She was paid on a sessional basis through the PCT's payroll for this work.

Where a relatively small expenditure can make a large impact

For example providing continence pads as an interim solution to support a family who's social life was dominated and constrained by their son's soiling.

In this example, the family felt listened to as previously they hadn't received this support because it was perceived that the young person's difficulties were not medical but behavioural. They were then able to engage in more intensive and challenging work centering on family relationships.

Where a relatively simple intervention can engage a family and the professional network positively, when previous attempts have failed.

For example, the purchase of a carpet and some other small fixtures to improve a young person's bedroom and make it more cosy led to a reduction in a young person's engagement in anti-social behaviour as they wanted to spend more time at home, with friends visiting them, rather than hanging around in town with peers, drinking underage and engaging in low level anti-social behaviour.

Where a co-ordinated approach means that the sum of a range of interventions from different professionals has a greater impact

In this example there were also issues about the young person's school attendance and relationship with his father, following the death of his mother. The education welfare officer agreed to the young person having an afternoon a week off to engage in an activity with his father as a way of starting to rebuild this relationship. The young person agreed to engage in a supported return to school programme, working co-operatively with school staff to implement this and to work with the school partnership officer (provides home school liaison and direct support to young people and their families) to explore his feelings about his situation and to develop strategies to help him express himself.

BHLP funds also paid for fishing equipment to allow the young person and his Dad to go cycling, as well as a family holiday as a reward for increased attendance. His attendance improved dramatically over time, even though previously prosecution had seemed highly likely. The young person and his father report that their relationship has improved and is less volatile.

Where the use of BHLP funds allows for a greater choice of provider and solutions to be considered.

The example of the family choosing the professional they wanted to work with in their home is a good example of how BHLP funds increased the choice of providers and led to solutions which made sense to them.

The example of the personal trainer providing mentoring demonstrated a creative way of increasing the choice of support available to a young person and allowed it to be delivered in a way that was acceptable to them.

Another example is where BHLP funds paid for an experienced, registered play therapist to work with a young person and his mother on emotional and relationship issues related to domestic violence. The family felt more comfortable with the approach of this professional and had felt that they didn't want to engage with statutory therapy services to receive support for this issue, having reported unsatisfactory experiences in the past.

Where the needs of several family members can be considered in the round

In one case, a holistic and family-centred approach improved the wellbeing and future prognosis for three generations of a family.

In this case, the subject was a new teenage mother, who was finding it difficult to juggle school, childcare, career planning and a social life and was consequently feeling quite low.

Her mother, who had been assisting with childcare to allow her to attend school, had become overwhelmed by the situation and was suffering from depression as a result and had considerable financial worries, which could lead to homelessness.

A co-ordinated approach addressed the mother's financial and housing problems and a supported return to work was negotiated with her employer and GP. Another family member was identified to provide childcare until the young person started college and could use the crèche facilities available.

This carer agreed to look after the child in the short term without being paid, but initially there was a discussion about using BHLF funds to facilitate this. BHLF funds were used to purchase essential items for the baby and to provide a family holiday to provide some quality time for the family together, away from day to day stresses.

Appendix 1

Sample letter for confirming commissioning provision

Date

Dear

Thank you for your quote to provide

I am writing to confirm that I would like you to provide

with this service starting on

I confirm that the arrangements are:

The agreed cost is

and invoices should be sent to

If the child does not attend

Please confirm that any staff or volunteers likely to have contact with the child or young person have current Enhanced CRB clearance for work with children and that you have appropriate insurance cover.

If you have any queries please contact me on the telephone number above.

Yours sincerely

Appendix 2

Example service specification

Needs of child or young person	
Desired outcomes of support	
Description of service	
Total amount	

Appendix 3

Example service level agreement

Unique reference

Date

To

Service provider address

Tel Contact

Further to your quote dated please supply the services specified on the Service Specification sheet, in accordance with the terms and conditions attached (CYPS Standard Terms for Service Provision). The Service Specification sheet should be stapled to the Service Level Agreement

Invoices quoting the above unique reference should be submitted for payment to:
Devon Children's Fund, 14 York Road, Exeter. EX4 6BA

Signed by provider

Print name Tel

Signed by EBHLP

Print name Tel

This agreement is not valid unless it is signed.

Please acknowledge that you have received and accept this agreement.

Standard terms for service provision

1 Price and payment

- 1.1 The stated prices are exclusive of Value Added Tax. If VAT is payable then the service purchaser shall pay this in addition to the price, provided that the service provider supplies the service purchaser with an appropriate VAT invoice and that (unless otherwise agreed with HM Customs and Excise) such an invoice is supplied no later than three years after the tax point for the supply of the service.
- 1.2 Payment shall be made 30 days from receipt of a correctly rendered invoice, except where the service purchaser is not satisfied that the amount shown on the invoice is correct.
- 1.3 All sums due from either of the parties to the other which are not paid on the due date (without prejudice to the rights of the service provider under the agreement) shall bear interest from day to day at the annual rate of 1% over the daily base lending rate of Barclays Bank plc (unless the unpaid sum is in dispute between the parties).

2 Access

- 2.1 The service provider shall not restrict any form of reasonable access by the service purchaser's representatives to any member of staff or any service user who is in receipt of a service under this agreement or to any records or documents pertaining to the service user, or to any buildings belonging to, or controlled by, the service provider.
- 2.2 Whenever possible, the service provider shall be given reasonable notice of a visit by a representative from the service purchaser.
- 2.3 The service purchaser reserves the right to visit the service provided under this Agreement unannounced to ensure compliance with the service provider's own policies and procedures and to ensure the consistent performance of the service.
- 2.4 In visiting or inspecting the provision of the service, the service purchaser shall have due regard for the nature of the service being provided, particularly where this involves sensitive services for vulnerable service user groups.

3 Sub-contracting and assignment

- 3.1 The service provider shall not pass on responsibility for any part of the Agreement to any individual or organisation without the prior written consent of the service purchaser, except for the hiring of agency staff in cases of emergency or to cover absence. All agency staff shall be subject to the same vetting arrangements as staff employed directly by the service provider.
- 3.2 Where the service purchaser has consented to the service provider sub-contracting any part of the service, the service provider shall remain responsible for the acts, defaults and neglect of any sub-contractor.
- 3.3 Where, in agreement with the service purchaser, the service is sub-contracted to individuals who are self-employed, the service provider is responsible for ensuring that such individuals are properly trained, supervised and insured in accordance with condition 9 - Insurance.

3.4 In the event that the business of the service provider is sold or otherwise passed to a new owner, the service provider shall inform the service purchaser of this fact within one working day. The service purchaser shall not normally withhold assignment of the Agreement, providing that the new owner complies, or intends to comply, with the terms of the Agreement.

3.5 Upon written consent being given to assignment taking place, the service provider named in this Agreement shall be released from all obligations contained under this Agreement.

4 Agency

4.1 The service provider, or anyone employed by the service provider, shall not hold themselves out as being the agent or servant of the service purchaser, or enter into any contract or bind the service purchaser to any undertaking unless agreed in writing by the service purchaser.

5 Default

5.1 If either party considers that the other is in default of their obligations under this Agreement, they shall issue a Default Notice setting out the nature of the default and specifying a reasonable time scale within which the default shall be put right.

5.2 If the default has not been put right within the specified time scale then the party which issued the Default Notice will be entitled to terminate this Agreement by giving the other party not less than one month written notice.

5.3 If the default is a Serious Default the Default Notice must say so and the service purchaser shall be entitled to terminate this Agreement with immediate effect and/or take whatever other action may reasonably be deemed necessary to protect the health, safety or welfare of any or all of the service users.

5.4 Where appropriate the service purchaser may also inform any relevant regulatory bodies or other local authorities, or temporarily or permanently remove the service provider from any list of approved providers.

6 Disputes

6.1 The service provider and service purchaser shall use their best endeavours to resolve by agreement any dispute between them.

6.2 In order to resolve a dispute, either may use this procedure.

- Request a meeting between the service purchaser and service provider's contacts within 10 working days, or such other period that might be agreed.
- If the dispute remains unresolved a further meeting involving senior representatives may be requested within a further 10 working days or such other period that might be agreed.
- If the dispute is still not resolved, then the matter may, if both parties agree, be referred to independent mediation as soon as reasonably practicable. The mediator shall be an individual or organisation agreeable to both parties. The costs of mediation shall be borne in equal parts between the parties.
- If the matter cannot be satisfactorily resolved through mediation, then the matter may, if both parties agree, be referred to an independent arbiter agreed by both parties. Responsibility for the costs of arbitration shall be decided by the arbiter.

6.3 Use of the dispute procedure set out in this Agreement will not delay, or take precedence over, any use of the Default or Termination procedures.

7 Termination of this Agreement

7.2 This Agreement may be ended at any time by either party. This must be done in writing, giving not less than one month notice and stating the reasons for this action.

7.3 The service purchaser shall be entitled to end the Agreement with immediate effect where the service provider has committed an offence under the *Prevention of Corruption Acts 1889-1916* or Section 117 (2) of the *Local Government Act 1972*.

7.4 This Agreement may be ended with immediate effect where the service provider or service purchaser is in serious or persistent default of the terms of the Agreement.

7.5 Ending this Agreement shall not affect liability for any payments due to either party before or following the termination date.

7.6 The service purchaser shall be entitled to terminate the Agreement with immediate effect if the service provider:

- becomes bankrupt or makes a composition or arrangement with his creditors or has a proposal in respect of its company for voluntary arrangement for a composition of debts or scheme or arrangement approved in accordance with the *Insolvency Act 1986*, **or**
- has a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed, **or**
- has a provisional liquidator receiver or manager of its business or undertaking duly appointed, **or**
- has an administrative receiver as defined in the *Insolvency Act 1986* appointed, **or**
- has possession taken by, or on behalf, of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge, **or**
- is in circumstances which entitle the court or a creditor to appoint or have appointed a receiver, a manager or administrative receiver or which entitle the court to make a winding-up order.

8 No waiver

8.1 If either party fails to insist upon the other party upholding any part of this Agreement, it does not mean the condition in question no longer applies.

9 Insurance

- 9.1 The service provider shall maintain the following minimum insurance cover and provide to the service purchaser, upon request, written evidence that cover is in place. The service provider shall also ensure that any sub-contractors who are providing any or all of the service on their behalf take out and maintain equivalent insurance:
- 9.2 Employers' Liability Insurance in a minimum amount for each and every claim, act or occurrence or series of claims, acts or occurrences which complies with statutory requirements.
- 9.3 Public Liability Insurance in a minimum amount of £5million for each and every claim, act or occurrence or series of claims, acts or occurrences.

10 Liabilities and indemnities

- 10.1 The service provider shall indemnify the service purchaser against all direct (but not indirect or consequential) losses, damages, costs, expenses, liabilities, claims or proceeding, whether these arise under statute or common law, (together referred to as 'the service purchaser's losses') which the service purchaser suffers as a result of any negligence or breach of statutory duty on the service provider's part in carrying out their obligations under this Agreement or on the part of any person the service provider employs or engages to carry out their obligations under this Agreement.
- 10.2 The service purchaser shall indemnify the service provider against all direct (but not indirect or consequential) losses, damages, costs, expenses, liabilities, claims or proceeding, whether these arise under statute or common law, (together referred to as 'the service provider's losses') which the service provider suffers as a result of any negligence or breach of statutory duty on the service purchaser's part in carrying out their obligations under this Agreement or on the part of any person the service purchaser employs or engages to carry out their obligations under this Agreement.

11 Confidentiality and data protection

- 11.1** The service provider shall comply in all respects with the requirements of the *Data Protection Act 1998*, Caldicott Principles and the *Disability Discrimination Act 2005* in so far as they apply to the service and shall provide sufficient guarantees in respect of the security measures taken with regard to all information concerning service users.
- 11.2** The service provider shall take all reasonable steps to ensure that all information concerning service users is treated as confidential and must not divulge, or allow to be divulged, such information except to the extent permitted under this Agreement or authorised by the authorised officer. Any breach in confidentiality may be reason for ending this Agreement.
- 11.3** The security, safety and wellbeing of children and young people takes precedence over issues of confidentiality and accordingly where the service provider has received information that a child or young person may be at risk, the service provider shall report this immediately to the service purchaser and co-operate fully with any subsequent procedures.
- 11.4** The service provider shall indemnify and keep the service purchaser indemnified against all actions, costs, expenses, claims, proceedings and demands which may be made or brought against the service purchaser for breach of statutory duty under the *Data Protection Act 1998* which arises from the use disclosure or transfer of any personal data or sensitive personal data by the service provider or any of the service provider's personnel, agents or sub-contractors.
- 11.5** The service provider and the service provider's staff shall regard as confidential and shall not disclose to any person other than a person authorised by the service purchaser any information acquired by the service provider or the service provider's staff in or in connection with the provision of the service concerning the service purchaser or any body or person with whom the service purchaser has dealings.

12 Freedom of Information Act 2000

- 12.1** Information provided by the service provider relating to this Agreement is not exempt information under the *Freedom of Information Act 2000* (the Act) and nothing in this Agreement shall inhibit the service purchaser in complying with its obligations under the Act.
- 12.2** Information provided to the service provider by the service purchaser in relation to this Agreement and which is exempt from disclosure under the Act shall not be disclosed by the service provider to any person or organisation.
- 12.3** The service provider shall comply promptly and fully with all reasonable requests made by the service purchaser to enable the service purchaser to comply with the Act.

13 Legislative requirements

13.1 The service provider shall comply with all relevant current and future legislation required in the provision of this service. The service provider shall be given reasonable time, unless directed by the legislation, to comply with any new legislation.

14 Criminal Record Bureau checks

14.1 The service provider must carry out checks with the Criminal Records Bureau for all people engaged to provide, or supervise the provision of the service. Failure to do so may result in termination of this Agreement.

14.2 The service provider will, in the light of any information forthcoming as a result of action undertaken in accordance with 14.1 or 14.2, determine whether the staff member or volunteer may continue to work in the service being provided under this Agreement.

15 Child safeguarding

15.1 Where services are provided to children, the service provider will have a Child Safeguarding Policy, which reflects and complements Devon's Multi-agency Child Safeguarding Procedures and Policies and Devon's Local Safeguarding Children Board (LSCB).

15.2 The service purchaser will obtain written approval of their Child Safeguarding Policy from the service purchaser's county child safeguarding manager.

16 Declaration of interests

16.1 The service provider shall inform the service purchaser in writing of any elected council member or employee of the service purchaser who are involved in any way with the service provider at any time in the duration of this Agreement.

17 Prevailing law

17.1 This Agreement shall be subject to English Law.

18 Force Majeure

18.1 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

Appendix 4

Example pre-qualification checklist

How to commission a new service for a child or young person

1. Contact the Commissioning Team to see if the organisation is currently under contract with Devon County Council and has been through the pre-qualification process.
2. Request an enhanced CRB check.
3. Request sight of Public and Professional Liability Insurance and take copies.
4. Request sight of qualifications and take copies.
5. Ensure appropriate supervision will be in place.
6. Request sight of child protection statement for single traders or policy for organisations and take copies.
7. Request references from a child, young person, parent, carer, employer or body that they have had a contract with before.
8. Request sight of health and safety statement or policy and take copies.

Appendix 5

Example receipt for BHL P payment

This is to certify that I have received the sum of
to purchase support for
over a period of weeks to meet these additional needs:

This is to certify that I agree to use the BHL P payment only to meet my child's additional needs listed above and I agree to these terms and conditions.

Parent or carer signature

Parent or carer name

Date

Agreement for services

- I agree to set up a separate bank account for the BHL P payment when this is used to provide support over three months.
- I understand that I am responsible for arranging or purchasing any services provided through the Direct Payment to meet my child's needs.
- I understand that I am responsible for the quality and standard of support that is provided through the BHL P payment.

Agreement for purchasing goods

- I understand that any goods purchased with the BHL P payment become my property.
- I agree to produce any delivery notes or receipts for the budget-holding lead professional to see and copy.
- I understand that only equipment that meets British Safety Standards will be purchased with the BHL P payment and that safe assembly of any equipment is my responsibility.
- I understand that the installation of any appliances should be carried out by an appropriately qualified or certified professional.
- I agree not to sell the item.
- I accept responsibility for the general upkeep, maintenance and repair of the item.

Appendix 6

Sample disciplinary code

Introduction

This disciplinary code applies to all members of staff employed by

In the majority of cases where conduct or standard of work need attention, efforts will be made to resolve matters informally. In other cases as the employer decides this formal procedure will be used.

1. Scope of procedures

Disciplinary action against employees shall be conducted in accordance with these procedures, with a right of appeal.

2. Definitions

Gross misconduct includes:

- gross disregard for the health or safety or both of any person
- serious abuse towards, or assault on, the employer or another employee of the employer
- stealing, deliberately misusing or damaging property belonging to the employer, or belonging to other employees of the employer
- falsification of timesheets or claims for expenses or overtime
- serious harassment of the employer or another employee on the grounds of gender, sexual orientation, ethnicity or disability
- being under the influence of alcohol or unprescribed drugs while at work
- breaches of confidentiality as regards the employer, or other serious unethical action
- conviction of a relevant criminal offence.

These examples are not exclusive and exhaustive, and instances of a similar nature will be dealt with as gross misconduct.

Incapability includes poor performance according to the standards of

- inefficiency
- incompetence
- unsuitability
- lack of application.

These examples are not exclusive and instances of a similar nature will also be dealt with as constituting incapability.

Misconduct includes:

- bad time-keeping
- unreasonable or unexplained absence
- persistent or regular absenteeism
- minor damage to the employer's property
- breach of the employer's rules
- failure to observe the employer's procedures
- disorderly behaviour.

These examples are not exclusive or exhaustive and instances of a similar nature will also be dealt with as constituting misconduct.

Relevant criminal offence means any criminal offence except for an offence under road traffic legislation in the United Kingdom or elsewhere for which a penalty other than imprisonment is imposed, save in the case of employees who drive in the course of their work.

3. Investigation procedures and suspension

No disciplinary action will be taken against an employee before an investigation has been undertaken by the employer relating to the circumstances of the matter complained of. If appropriate, the employer may, by written notice given to an employee, suspend them for a specified period while an investigation is undertaken. The contract of employment of anyone who is suspended will continue, although during the period of suspension the employee will not be entitled to enter the employer's premises except at the prior request or with the prior consent of the employer.

4. Discipline of probationary or temporary employees

Incapability, misconduct or gross misconduct or an employee during their probationary period shall be investigated and a hearing held, by the employer, who shall decide whether or not to terminate employment or give a warning. Probationary or temporary employees may be dismissed for a first instance of misconduct even where it is not gross misconduct.

In exceptional instances, in cases of misconduct or gross misconduct, where it is either not practicable to hold a hearing or where there are good reasons for not doing so, dismissal may be made by letter informing the employee of the reasons for their dismissal.

5. Disciplinary action

5.1 Incapability or misconduct

Stage one – first warning

The employee will be given a first formal written warning by their employer. The employee will be informed of the reason for the warning, that it is the first stage of the disciplinary procedure and that the employee has a right to appeal. If it is for incapability this first written warning is referred to as an improvement note.

Stage two – final warning

If there is continuing incapability and/or another instance of misconduct, the employee will be given a second formal warning in writing by the employer which states the reason it is being given for, that it is the second stage of the disciplinary procedure and that the employee has a right of appeal.

Stage three – dismissal

If there is continuing incapability or another instance of misconduct, the employee may be dismissed after a disciplinary hearing has been held by the employer. Written confirmation of dismissal will be given to the employee which will state the reason for dismissal.

Note

The procedure may be entered at stage two where the employer decides it is appropriate in the circumstances. All warnings will be recorded on the employee's personnel file.

5.2 gross misconduct

In cases of gross misconduct, the employee may be immediately dismissed without notice, or pay in lieu of notice, after a disciplinary hearing has been held by the employer. Written confirmation of dismissal will be given to the employee which shall state the reason for dismissal.

Conviction of a relevant offence will not be treated as an automatic reason for dismissal, but consideration will be given as to whether the relevant offence makes or indicates that the employee is unsuitable or unfit for their work.

6. Disciplinary hearings

The employee will be given written notice of the date, time and place of the disciplinary hearing. The notice should contain brief details of the complaint to be examined at the disciplinary hearing. The employee will be given an opportunity at the disciplinary hearing to hear the case against them, to state their case, call witnesses and ask questions. The employee will be entitled to be accompanied by one friend, who may be a fellow employee, a representative of an appropriate trade union, or friend or relative of the employee. Lawyers will not be admitted to disciplinary hearings.

7. Appeals

- 7.1** An employee has a right to appeal against any decision at any stage of the disciplinary procedure. Appeals should be made by letter addressed to the employer. Appeal letters must be delivered to the employer within five days of the date the employee is informed of the disciplinary decision they wishes to appeal against.
- 7.2** The employer will convene an appeal hearing as soon as possible after the appeal letter is received. The appeal hearing will be taken by the employer and possibly an independent person (if the employer wishes), who will be agreed by the employer and employee. The employee will be given written notice of the date, time and place of the appeal hearing at least three days beforehand.
- 7.3** The employee shall be given the opportunity at the appeal hearing to state their case, put forward any new evidence and to ask questions. The employee will be entitled to be accompanied by one friend as described in section 6.
- 7.4** The decision of the appeal hearing will be notified to the employee in writing and will be final and binding.
- 7.5** Appeals against decisions to dismiss will not postpone dismissal. However, where such appeals are successful, employees will be reinstated.

8. Duration of warnings

- 8.1** A first warning will expire and be removed from the employer's records six months after the date on which it was given.
- 8.2** A final warning will expire and be removed from the employer's records 12 months after the date on which it was given.

Appendix 7

Sample contract of employment

Statement of terms and conditions of employment

This statement sets out the particulars of the terms and conditions in which

I, (employer's name)

of (address)

am employing you, (employee's name)

Your employment with me began on (start date)

Your employment with your previous employer does not count as part of your continuous period of employment.

1. Job title and place of work

1.1 You are employed as a support worker for (child's name)

1.2 Your usual place of work will be (employer's home address)

When required you will work away from the usual place of work either accompanying the child, the employer or independently.

1.3 The specific duties and responsibilities of the post are set out in this contract and the attached job description.

2. Probationary period

- 2.1 There will be a probationary period of thirteen weeks or . The employer and employee will meet to review the situation at the end of this period and if both are satisfied the contract will be made permanent.
- 2.2 The probationary period can be extended in the event of difficulties. During the probationary period either party can terminate the employment with one week's notice. The employer may make payment instead of requiring the employee to work any period of notice.

3. Hours of work

- 3.1 Arranged to suit the needs of the employer. The basic number of hours each week will be .
- 3.2 The employee will be expected to work additional hours at the employer's request to provide cover for unforeseen events.

4. Rates of pay

- 4.1 Hourly rates of pay will be £ Monday to Friday and £ Saturday and Sunday
- 4.2 An additional payment of £ will be made for sleeper duties where these are carried out.
- 4.3 Payments will be made monthly in arrears and will be paid either by cheque or directly into the employee's bank account by bank transfer.
- 4.4 The employer may, in addition to NI and/or PAYE, deduct from wages due any sums that the employee may have been overpaid. This will include pay for annual leave taken to which the employee may not have been entitled on termination of contract.

5. Holiday entitlement

- 5.1 The employee is entitled to four weeks paid holiday each year in proportion to hours worked, including bank holidays, a week of holiday being the equivalent of the number of hours usually worked each week. The annual leave period is from 1 April to 31 March or from to . If the employee starts work after the beginning or finishes work before the end of the annual leave period, annual leave will be calculated proportionately for the period worked.

- 5.2 The employee is only entitled to bank holidays if they fall on a day on which the employee would normally work. Bank holidays must be booked off as leave otherwise the employee will be expected to work.
- 5.3 Requests to take annual leave should be made with a minimum of four weeks notice. Any request submitted with less than one month notice will be considered at the discretion of the employer. The employer reserves the right to refuse authorisation of requests for annual leave by giving notice at least as long as the leave requested.
- 5.4 From time to time the employer may not require the employee's services because of personal circumstances. The employer may at these times request the employee take up to two weeks annual leave or, if all holiday entitlement has been taken, take unpaid leave. The notice period will be at least twice the period of leave to be taken.

6. Sickness

- 6.1 If the employee is unable to work due to sickness they will be entitled to Statutory Sick Pay. In order to qualify the employee must:
 - give a minimum of two hours notice of your inability to work wherever possible
 - complete a self-certificate form
 - provide a sickness certificate from their GP if off sick for more than seven days.

7. Pension

- 7.1 There is no pension scheme attached to this job.

8. Notice

- 8.1 The minimum statutory notice is:
 - one week for more than one month but less than two years
 - two weeks for more than two years but less than three years
 - three weeks for more than three years but less than four years.
- 8.2 The amount of notice of leaving employment to be given by the employee is one week. This can be increased, but if the notice is not required to be worked, the employer must pay wages in lieu of notice.

9. Redundancy

The employee is entitled to the statutory minimum redundancy pay on completion of two years continuous employment.

10. Grievance procedure

Grievances should be raised directly with the employer and will be dealt with at the earliest opportunity.

I have read the statement of conditions of employment. I understand the conditions and agree to abide by them.

Signature of employer (or designated representative)

Date

Signature of employee

Date

Appendix 8

Costs for buying in a service

Costs for employing

Employers insurance and public liability £

Payroll services - minimum usually £100 per worker £

Hourly rates

Day	£	Evening	£	Weekend	£
			Hours required each week		
Number of hours at day rate each week				hours	£
Number of hours at weekend rate each week				hours	£
Number of hours at evening rate each week				hours	£
Other costs					£
Total cost per week					£

Total cost per week **x** number of weeks required = worker's payment

Other costs

The parent or carer will also need to funds for:

<p>Holiday pay an additional 1/13th of the hours they actually work 1/13 x worker's payment = worker's holiday pay</p>	£
<p>Possible future statutory redundancy payments This is dependent on workers age and length of employment. Keep 1 weeks average wage each year employed for a worker aged 22 to 40 years Keep 1 ½ weeks average wage each year employed for a worker over 40 years</p>	£
Employers National Insurance contributions	£
Training costs	£