

**SCHEDULE 4 SECTION 4.1 PART 1**  
**COMMON BUSINESS REQUIREMENTS**

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**SCHEDULE 4 SECTION 4.1 PART 1****COMMON BUSINESS REQUIREMENTS****1 GENERAL**

1.1 The CONTRACTOR acknowledges that the standards set out in this Schedule 4 shall apply to all of the Referral requests made to the CONTRACTOR by the AUTHORITY.

**1.2 General Service Communication Standards**

1.2.1 The CONTRACTOR shall display in all examination waiting room areas, information that shall include but not be limited to:

- a) Claimant services standards as detailed at paragraphs 5.1 to 5.10;
- b) Claimant complaint procedures as approved by the AUTHORITY; and
- c) the name of the site manager.

1.2.2 Upon request, the CONTRACTOR shall provide to the AUTHORITY and any Claimant or their nominated representative, accurate information in plain language about how the Services are administered and provide details of the Claimant's local contact point.

1.2.3 The CONTRACTOR shall ensure that all staff provide a courteous and helpful service at all times.

1.2.4 The CONTRACTOR shall ensure that its staff, including Medical Personnel, who have face to face contact with Claimants wear name badges at all times.

**2 PUBLICATIONS IN WAITING ROOMS**

2.1 The CONTRACTOR shall display various AUTHORITY publications as provided by the AUTHORITY in all Claimant waiting room areas when reasonably requested to do so by the AUTHORITY.

2.2 The literature that the CONTRACTOR shall display, will include, but not be limited to:-

AAA5PPDCS	Attendance Allowance (AA)
AA5PPDCSW	Attendance Allowance (AA) Welsh version
CAA5PPDCS	Carer's Allowance (CA)
CAA5DCW	Carer's Allowance (CA) Welsh version
DLAA5PPDCS	Disability Living Allowance (DLA)
DLAA5PPDCSW	Disability Living Allowance (DLA) Welsh version
DLACA5PPDCS	DLA for children
DLACA5PPDCSW	DLA for children Welsh version
BRA5DWP	Benefit Rates
BRA5DWPW	Benefit Rates Welsh Version
DWP1001	Employment and Support Allowance
DWP1004	Industrial Injuries Disablement Benefit
DWP1008	WorkPath
DWP1011	New Deal for disabled people
DWP1021	The disability symbol and Disability Discrimination Act
DWP1026	Help if you are sick or disabled
GL24DWP	If you think our decision is wrong
GL24DWPW	If you think our decision is wrong Welsh Version
HC1 & HC5	Health Benefits
Inspire	Jobcentreplus Customer Magazine
VACDPA5PPDCS	Vaccine Damage Payments
VACDPA5PPDCSW	Vaccine Damage Payments Welsh Version

2.3 The posters that the CONTRACTOR shall display will include, but not be limited to:

- ATOS Customer Charter
- ESA - Employment and Support Allowance
- ESA - Employment and Support Allowance – Welsh (where appropriate)
- ESA - Support with moving into work
- ESA - Support with moving into work – Welsh (where appropriate)
- ESA - What to expect from your medical assessment
- ESA - What to expect from your medical assessment - Welsh (where appropriate)
- Waiting times
- Waiting times – Welsh (where appropriate)
- What to expect from your medical assessment
- What to expect from your medical assessment – Welsh (where appropriate)

2.4 The Posters listed above are provided by the CONTRACTOR”

2.5 The CONTRACTOR shall obtain prior written approval from the AUTHORITY to display non-AUTHORITY literature in accommodation which is used specifically for the provision of Services.

2.6 If the site is ‘Casual Hire’, for example where the CONTRACTOR ‘hires’ an examination room within a GP’s surgery or a hospital, they may not necessarily be given room within the waiting area to display posters and leaflets. In these instances the CONTRACTOR shall have an information pack/folder available for the claimant to look at. This pack should contain all the information, which the CONTRACTOR is required to display within other MEC’s.

## 2.7 Provision Of Items

2.7.1 The CONTRACTOR shall use reasonable endeavours for ensuring that sufficient quantities of the leaflets detailed in paragraph 2.2 of this section are available.

2.7.2 The AUTHORITY shall notify the CONTRACTOR of any known amendment or updates to the leaflets listed at paragraph 2.2. The CONTRACTOR shall liaise with the AUTHORITY’s Leaflet Supplier to obtain additional stocks of these leaflets when required or as and when notified of an update or amendment.

## 3 **PROVISION OF ENQUIRY SERVICES**

### 3.1 General

3.1.1 The CONTRACTOR shall provide medical and administrative enquiry services to process enquiries from AUTHORITY staff, GPs and Claimants or their representatives.

### 3.2 Level of Service

3.2.1 The CONTRACTOR shall ensure that all enquiry services are available, as a minimum, on Working Days, between 08.30 and 17.00 hours. Outside of these hours the CONTRACTOR shall, as a minimum, provide an answerphone service with all messages acknowledged or responded to as detailed in paragraphs 3.3 to 3.5.

3.2.2 The CONTRACTOR shall ensure enquiries are accepted in any reasonable format, (e.g. by telephone, in writing, by facsimile or e-mail) and responded to in the format requested by the AUTHORITY. The CONTRACTOR shall provide all reasonably

requested documentation in relation to any such enquiries as and when requested by the AUTHORITY.

- 3.2.3 The CONTRACTOR shall use reasonable endeavours to ensure that all enquiries or progress requests made by the AUTHORITY are responded to in the format requested by the AUTHORITY.

### 3.3 AUTHORITY Enquiries

- 3.3.1 The CONTRACTOR shall use reasonable endeavours to respond to all enquiries within two (2) Working Days of receipt of an enquiry, or exceptionally, where the enquiry is of a complex nature, within five (5) Working Days of receipt of the enquiry.

### 3.4 Advice to GPs

- 3.4.1 The CONTRACTOR shall use reasonable endeavours to provide immediate advice on Working Days (subject to paragraph 3.2.1 of this Schedule 4.1) to GPs on certification issues, completion of medical reports (including DS 1500) and other medical matters relating to Incapacity Benefit and shall provide dedicated telephone line(s) for this purpose.

- 3.4.2 The CONTRACTOR shall offer general advice only to GPs through the dedicated telephone line(s) and shall not discuss individual cases which are being assessed for the benefit.

- 3.4.3 The CONTRACTOR shall provide contact details for the dedicated phone line(s) to the AUTHORITY and shall ensure that the AUTHORITY is notified of any changes to those details within ten (10) Working Days of the change.

### 3.5 Claimant Enquiries

- 3.5.1 The CONTRACTOR shall use reasonable endeavours to provide an immediate enquiry service on Working Days (subject to paragraph 3.2.1 of this Schedule 4.1) for Claimants for enquiries connected with appointments for examinations.

## 4 **ENQUIRIES AND COMPLAINTS**

### 4.1 General

- 4.1.1 The CONTRACTOR shall respond to enquiries and complaints from either Claimants or their representatives including Members of Parliament (MPs).

- 4.1.2 The CONTRACTOR shall provide appropriate information to assist the AUTHORITY in responses to:

- a) Treat Official correspondence
- b) Ministerial correspondence
- c) Parliamentary Questions
- d) Ministerial Briefings
- e) Parliamentary Commissioner for Administration cases
- f) Press enquiries

- 4.1.3 The CONTRACTOR shall ensure that all enquiries and complaints are fully investigated to address all issues raised.

- 4.1.4 The CONTRACTOR shall, in addressing all the issues raised, ensure that the response includes:

- a) a factual account of the evidence and
  - b) a balanced assessment of the evidence provided
- 4.1.5 Where the outcome of the investigation identifies that remedial action is appropriate, the CONTRACTOR shall include reference to the proposed remedial action that will be undertaken in the response.
- 4.1.6 Where the investigation has identified that a medical report contains deficiencies which may impact on the decision making process, an E outcome code will be advised i.e. corrective action. Under these circumstances, the CONTRACTOR shall inform the Decision Maker in the appropriate Business Unit of the outcome and complete an advice referral on MSRS. If a separate re-referral has already been raised on MSRS, the CONTRACTOR shall provide written advice to the Decision Maker regarding the case. In either circumstance for these types of cases, the CONTRACTOR shall inform the Claimant or their representative, within the response, that inaccuracies have been identified within the report and that this has been brought to the attention of the appropriate Business Unit. The CONTRACTOR shall not intimate to the Claimant or their representative that the findings may affect the AUTHORITY's decision on the Claimant's entitlement to benefit.
- 4.1.7 The CONTRACTOR shall ensure that its complaints procedure includes reference to and details of, a process that will give the Claimant or their representative the right to seek an independent review, by an independent tier, of their complaint should normal procedures not result in a satisfactory resolution.
- 4.1.8 The CONTRACTOR shall co-operate with the AUTHORITY to handle complaints which relate to both services provided by the AUTHORITY and those provided by the CONTRACTOR (known as "dual complaints"). Where appropriate the AUTHORITY will direct the CONTRACTOR to coordinate the joint response to the Claimant or their representative. The CONTRACTOR shall coordinate the joint response when so directed by the AUTHORITY.
- 4.1.9 The CONTRACTOR shall, when requested by the AUTHORITY, refer to the AUTHORITY details of all complaints where the Claimant or their representative expresses dissatisfaction with the response received from the CONTRACTOR.
- 4.1.10 The AUTHORITY reserves the right to instruct the CONTRACTOR to respond to any complaints on the AUTHORITY's behalf in relation to the Services, when reasonably requested to do so.
- 4.1.11 The CONTRACTOR shall not enter into any correspondence or provide views or opinions on policy issues to any person other than the AUTHORITY.
- 4.1.12 The CONTRACTOR shall ensure that systems are in place to provide full details to the AUTHORITY in relation to enquiries and complaints received, subject to the provisions of the Data Protection Act 1998 (DPA).
- 4.2 Enquiries and Complaints received direct from the Claimant or their representative
- 4.2.1 The CONTRACTOR shall acknowledge all complaints received directly from Claimants or their representatives within two (2) Working Days.
- 4.2.2 The CONTRACTOR shall provide a full response to each Claimant or their representative within the required turnaround times as set out in Schedule 5 of this Agreement. Where the CONTRACTOR is unable to provide a full response within the required turnaround time, the CONTRACTOR shall provide an update on what stage the response has reached and the date the full response is expected shall be provided to the Claimant or their representative.

- 4.2.3 The CONTRACTOR shall reply directly to the Claimant or their representative where the complaint is confined to elements of the Services directly within the CONTRACTOR's control.

#### 4.3 Serious Complaints

- 4.3.1 The CONTRACTOR shall ensure that its complaints procedure includes details of procedures for dealing with serious allegations of professional misconduct made in complaints received.

- 4.3.2 For the avoidance of doubt the main types of complaint that are included in this category shall include but will not be limited to:

- a) assault as a consequence of examination
- b) injury as a consequence of examination
- c) inappropriate intimate examinations
- d) missed diagnosis of a serious nature
- e) racial abuse
- f) sexual abuse
- g) serious breaches of professional conduct
- h) theft or fraud
- i) criminal activities

- 4.3.3 The CONTRACTOR shall inform the AUTHORITY upon receipt of all complaints which fall into this category.

- 4.3.4 The CONTRACTOR shall provide a progress report on all serious complaints received to the AUTHORITY monthly or as otherwise required.

#### 4.4 Information for Parliamentary Questions, Treat Official /Ministerial Correspondence, Ministerial briefings, Parliamentary Commissioner for Administration cases

- 4.4.1 The AUTHORITY will forward these types of correspondence to the CONTRACTOR where the enquiry or complaint relates to those parts of the Services wholly or partly within the CONTRACTOR's control.

- 4.4.2 The CONTRACTOR shall provide the AUTHORITY with all the information as required by the AUTHORITY.

- 4.4.3 Deadlines on these types of enquiries are extremely time critical. The AUTHORITY will give individual response deadlines to which the CONTRACTOR shall adhere. The CONTRACTOR shall use reasonable endeavours to provide a full response to the AUTHORITY within the required turnaround times as set out in Schedule 5 of this Agreement. Where exceptionally and with the agreement of the AUTHORITY, the CONTRACTOR is unable to provide a full response within the required turnaround time, the CONTRACTOR shall provide an update to the AUTHORITY which sets out what stage the response has reached and the date the full response is expected.

- 4.4.4 For avoidance of doubt, it is recognised that within the overall target for Treat Official Correspondence as specified in Schedule 5 of this Agreement, the individual response deadlines for Ministerial Correspondence, Ministerial Briefings, Parliamentary Questions and Parliamentary Commissioner for Administration (PCA) cases shall be met in all cases and will count towards the overall target.

#### 4.5 Press Enquiries

- 4.5.1 The CONTRACTOR shall not respond directly to press enquiries concerning the delivery of Services. The CONTRACTOR shall direct the enquirer immediately to the AUTHORITY.

4.5.2 The CONTRACTOR shall use reasonable endeavours to provide the AUTHORITY with any information relating to press enquiries as requested by the AUTHORITY.

4.5.3 On request by the Authority and agreement with the Contractor, the Contractor shall provide a national spokesperson to give media interviews to cover aspects of the services included within this Agreement. The charge applied for these requests will be the agreed at the time of request.

#### 4.6 Independent Case Examiner

4.6.1 The CONTRACTOR shall have an internal dispute resolution procedure for dealing with Claimant complaints about the Contractor (and/or any of its Sub-contractors).

4.6.2 If the dispute between the Claimant and the CONTRACTOR (and/or Sub-contractor) cannot be resolved, the dispute shall be referred to the Independent Case Examiner (ICE) for mediation.

4.6.3 If the dispute cannot be resolved by mediation, ICE will conduct a full investigation. The decision of ICE shall be final and binding upon the parties to the dispute.

### 5 **MEDICAL EXAMINATIONS**

5.1 The CONTRACTOR shall give reasonable notice to Claimants or their representatives of the time and place at which any medical examination will take place. Reasonable notice for these purposes begins with the day on which the notice is given and ends of the day before the examination is to take place. The CONTRACTOR shall give the following periods of notice, which, where necessary, comply with any periods and requirements as stipulated in legislation unless otherwise agreed with the Claimant.

- a) War Pensions examinations ten (10) Days (EMPs only)
- b) Vaccine Damage Payments Scheme examinations fourteen (14) Days
- c) Disability Living Allowance Fast Track examinations three (3) days
- d) any other medical examination (including Audiology) seven (7) Days, with the exception of Occupational Health Assessments five (5) Days.

5.2 For the avoidance of doubt, when notice is given by post, the requirement is deemed to be met on the day after the letter is posted (ie the day after it is collected), and ends after 7 clear calendar days where;

- where the letter has been properly addressed,
- the letter has been pre-paid and posted and,
- first class post is used.

5.3 For the avoidance of doubt,

- a) A letter giving the time and place of a medical examination is collected for delivery on Wednesday 6<sup>th</sup>. The first day of notice is Thursday 7<sup>th</sup>, Wednesday 13<sup>th</sup> is the 7<sup>th</sup> day of notice and the earliest appointment date must be Thursday 14<sup>th</sup>.
- b) A letter giving the time and place of a medical examination is prepared on Friday 1<sup>st</sup> and collected for delivery on Monday 4<sup>th</sup>. The first day of notice is Tuesday 5<sup>th</sup>, Monday 11<sup>th</sup> is the 7<sup>th</sup> day of notice and the earliest appointment date must be Tuesday 12<sup>th</sup>.

5.4 The CONTRACTOR acknowledges that if it arranges to undertake two (2) different examination types consecutively, then the notice period shall always be that notice period



which is the greater of the two (2) notice periods.

- 5.5 The CONTRACTOR shall ensure that any Claimant is not required to travel for more than ninety (90) minutes by public transport (single journey) for an examination, unless previously agreed with the Claimant, with the exception of Regional Consultant examinations for the Service Personnel & Veterans Agency in which case the CONTRACTOR shall use all reasonable endeavours to ensure that any Claimant is not required to travel for more than ninety (90) minutes by public transport (single journey) for an examination, unless previously agreed with the Claimant.
- 5.6 The CONTRACTOR shall make reasonable endeavours to examine all Claimants who attend for examination on the day of their scheduled appointment.
- 5.7 The CONTRACTOR shall use reasonable endeavours to ensure that examinations commence within ten (10) minutes, of their scheduled time, when Claimants arrive in time for their appointment.
- 5.8 The CONTRACTOR acknowledges that the examination is deemed to start when the Claimant is called through for the examination.
- 5.9 The CONTRACTOR shall use reasonable endeavours to ensure that late arrivals (more than ten minutes after the appointment time) are examined on the day of their original appointment or offered a mutually acceptable alternative appointment.
- 5.10 The CONTRACTOR shall use reasonable endeavours to ensure that, where a Domiciliary Visit is being undertaken, examinations shall commence within their scheduled time frame. The CONTRACTOR shall, when arranging Domiciliary Visits specify a time slot in which the Registered Medical Practitioner will arrive at the Claimant's address or designated place of examination which shall not exceed one (1) hour.
- 5.11 Special Needs
- 5.11.1 The CONTRACTOR shall comply with any reasonable requests to accommodate Claimants who have Special Needs.
- 5.11.2 Special Needs shall be deemed to include but not be limited to the requirement of the Claimant for the examination to be undertaken by a Health Care Professional of the same sex and the Claimant's need for an interpreter during examination.
- 5.11.3 When a Special Need is identified on the day of the examination appointment and the Special Need cannot be reasonably be accommodated the CONTRACTOR shall use reasonable endeavours to ensure that an alternative appointment is arranged within twenty four (24) hours of the Special Need being identified and shall ensure that the Claimant's Special Needs will be accommodated at the new appointment. The CONTRACTOR shall use reasonable endeavours to inform the Claimant of the new arrangements within twenty four (24) hours of the new appointment being made.
- 5.12 Did Not Attend And Abortive Visits
- 5.12.1 In the event of an Abortive Visit or a Did Not Attend, the CONTRACTOR shall automatically, without reference back to the AUTHORITY, offer the Claimant a further appointment. If the Claimant Does Not Attend or fails to avail themselves for examination at home at the second attempt, the CONTRACTOR shall use reasonable endeavours to return all papers to the AUTHORITY within twenty four (24) hours of that failed appointment or Abortive Visit.
- 5.12.2 The CONTRACTOR shall use reasonable endeavours to ascertain the reasons why the Claimant Did Not Attend or did not avail themselves of the examination(s) at home and shall record the reasons on the appropriate form(s) which shall be included in the documentation to be returned to the AUTHORITY.

5.12.3 For the avoidance of doubt the CONTRACTOR must adhere to the specific requirements relating to Claimants who Did Not Attend in relation to Incapacity Benefit and Severe Disablement Allowance examinations as set out in the appropriate Section(s) of the Schedule 4.

5.13 Claimant Unable to Attend for Examination

5.13.1 In the event of a Claimant being Unable to Attend an appointment, the CONTRACTOR shall automatically, without reference back to the AUTHORITY, offer the Claimant a further appointment. Where the Claimant advises that they are Unable To Attend a second appointment, the CONTRACTOR shall use reasonable endeavours to despatch all documentation to the AUTHORITY, including the documented reasons for non-attendance, within twenty four (24) hours of the Claimant's second cancelled appointment.

5.13.2 In the event of a Claimant in the first instance not attending an examination, and on the second occasion being Unable To Attend for examination or vice versa, the CONTRACTOR shall offer one more appointment to the Claimant.

5.13.3 Upon receipt of a Referral, from the AUTHORITY, in respect of a Claimant who was previously Unable to Attend, the CONTRACTOR shall use reasonable endeavours to reschedule a further appointment, if appropriate, within fifteen (15) Working Days of receipt of the said Referral.

5.14 Claimants turned away unseen

5.14.1 The CONTRACTOR shall use reasonable endeavours to examine all Claimants who attend for examination.

5.14.2 The CONTRACTOR shall note that only those Claimants who arrive late for their appointment (i.e more ten (10) minutes after their scheduled appointment time) or who arrive in an unfit state to be examined are excluded from the Service Level requirements in Schedule 5 of this Agreement.

5.15 Treatment of Domiciliary Visits

5.15.1 The CONTRACTOR shall undertake a DV on the following occasions:

- a) at the AUTHORITY'S request
- b) when the Claimant's GP has indicated that the Claimant is unable to travel on health grounds or
- c) at the Claimant's request, if supported by a suitable medical condition as determined by the CONTRACTOR.

5.15.2 The CONTRACTOR may undertake DVs for business reasons, at its discretion, notwithstanding the provisions of paragraphs 5.14.1

**6 WELSH LANGUAGE ACT**

6.1 The CONTRACTOR shall comply with the provisions of the Welsh Language Act to provide a bi-lingual service for those Claimants who are resident in Wales in respect of correspondence, telephone communications, face to face communications, and published

and printed materials.

6.2 Where either the AUTHORITY or the Claimant has previously advised the CONTRACTOR that Welsh is the Claimant's preferred language, the CONTRACTOR shall use reasonable endeavours to ensure that Welsh speaking Health Care Professionals are used to deliver medical examinations.

6.3 The CONTRACTOR shall provide a report showing details of their compliance with the Welsh Language Act as required by the AUTHORITY and in the format specified by the AUTHORITY annually or as otherwise required by the AUTHORITY.

6.4 Correspondence

6.4.1 Where either the AUTHORITY or the Claimant has previously advised the CONTRACTOR that Welsh is the Claimant's preferred language, the CONTRACTOR shall correspond in Welsh.

6.4.2 Where a letter is received from a Claimant in Welsh, the CONTRACTOR shall respond in Welsh.

6.4.3 Where the Claimant's preferred language is not known, the CONTRACTOR shall issue all correspondence bi-lingually.

6.5 Telephone Communications

6.5.1 The CONTRACTOR shall provide a bi-lingual greeting for all incoming telephone calls in offices in Wales.

6.5.2 Where the Claimant requests that the call be conducted in Welsh and where the person who answers the telephone in Wales is unable to advance further than the greeting in Welsh, the CONTRACTOR shall arrange for the call to be referred to a Welsh speaking member of staff. Where this is not immediately possible, the CONTRACTOR shall arrange for the call to be returned by a Welsh speaker as speedily as possible and no later than within one (1) Working Day of receipt of the telephone call.

6.5.3 Where the Claimant has previously advised that Welsh is their preferred language, the CONTRACTOR shall ensure that all out going telephone calls are made by a Welsh speaker. For all other out going calls the Claimant shall be offered the opportunity to conduct business in Welsh.

6.5.4 The CONTRACTOR shall ensure that where answer phones are used in offices in Wales, all recorded messages are bi-lingual.

6.5.5 Where call centre telephony systems are used, irrespective of the location, the CONTRACTOR shall provide Claimants who are resident in Wales with the opportunity to conduct their business in either Welsh or English at the earliest stage.

6.6 Face to Face Communications

6.6.1 The CONTRACTOR shall ensure that they provide access to Welsh and English language services in offices in Wales for all Claimants.

6.6.2 Where the Claimant has previously advised that Welsh is their preferred language, the CONTRACTOR shall ensure all face to face communications with all staff including Medical Personnel are conducted in Welsh.

6.6.3 The requirements detailed above apply equally to Domiciliary Visits.

6.7 Medical Reports

- 6.7.1 For the avoidance of doubt, the CONTRACTOR acknowledges that medical reports provided for the sole use of the AUTHORITY shall be provided in English in all cases.

## 6.8 Published and Printed Materials

- 6.8.1 The CONTRACTOR shall ensure that all published and printed material directed to Claimants is available in Welsh. Wherever practical, all published and printed material should be produced bi-lingually rather than as separate English and Welsh documents. This includes all forms and associated explanatory material for use by the public in Wales including:

- a) posters
- b) signs
- c) directions
- d) instructions
- e) leaflets
- f) staff badges

## 6.9 Claimant Surveys

- 6.9.1 The CONTRACTOR shall ensure that all Claimant surveys issued to residents in Wales are produced bi-lingually rather than as separate English and Welsh documents.

## 7 **CLAIMANT SATISFACTION SURVEYS**

- 7.1 The CONTRACTOR shall undertake monthly surveys to gauge Claimants' perception of the service they receive.
- 7.2 The CONTRACTOR shall ensure that at least 90% of Claimants who respond to the survey are satisfied with the service provided and shall continually strive to make improvements.
- 7.3 The CONTRACTOR shall ensure that the survey administration, sampling methodology, questionnaires and data analysis conform to generally recognised market research industry standards and shall ensure that the surveys are undertaken objectively and without bias.
- 7.4 The CONTRACTOR shall ensure that the surveys are conducted across all benefit streams, to a sample size agreed with the AUTHORITY which will be drawn from yearly national volumes.
- 7.5 The CONTRACTOR shall ensure that Claimants are randomly selected in accordance with agreed AUTHORITY guidelines.
- 7.6 The CONTRACTOR shall ensure that the survey findings are analysed according to the agreed AUTHORITY requirements with the facility for provision of data by a range of criteria, e.g. age, gender, ethnic origin.
- 7.7 The CONTRACTOR shall ensure that all survey evaluation reports are forwarded to the AUTHORITY within agreed timescales.

## 8 **CHANGES OF CIRCUMSTANCES**

- 8.1 Upon receipt of notification of any relevant change to a Claimant's circumstances the CONTRACTOR shall use reasonable endeavours to inform the AUTHORITY immediately. If directed to do so by the AUTHORITY, the CONTRACTOR shall despatch all documentation requested by the AUTHORITY to the AUTHORITY on the day of the request or by no later than the next Working Day.

- 8.2 The types of changes that might be relevant, include but shall not be limited to:
- a) admittance of the Claimant to hospital, or similar institution, as an in-patient
  - b) detention of the Claimant in legal custody
  - c) change of name and/or address of the Claimant
  - d) death of the Claimant
  - e) absence abroad of the Claimant
  - f) return to work of the Claimant and the Claimant has terminated the benefit claim
  - g) the Claimant's claim for benefit has been withdrawn.
- 8.3 Upon notification of a change of circumstances of the Claimant by the AUTHORITY, the CONTRACTOR shall use reasonable endeavours to take appropriate timely action to avoid inconvenience to the Claimant and any embarrassment to, or criticism of, the AUTHORITY which arises from the CONTRACTOR'S acts or omissions.

## **9 HOSPITAL CASE NOTES**

- 9.1 Upon request by the AUTHORITY, or upon the necessity arising during the course of processing a Referral, the CONTRACTOR shall provide a verbatim extract of all information in Hospital Case Notes relevant to the condition(s) under consideration and to the requirements of the Referral type.
- 9.2 For the avoidance of doubt the CONTRACTOR shall adhere to the specific requirements relating to Hospital Case Notes as specified in the appropriate sections of this Schedule 4..
- 9.3 The extract shall be made anonymous and not refer to or identify any individual other than the Claimant and the individual preparing the extract
- 9.4 Original Hospital Case Notes shall not be copied by the CONTRACTOR other than to facilitate the expeditious production of the extract and return of the Hospital Case Notes to the NHS Trust from which they were obtained. Any copies so made shall be destroyed as secure waste within twenty four (24) hours of completing the extract. For the avoidance of doubt no copies of Hospital Case Notes shall be retained for inclusion in the Referral documentation.
- 9.5 The CONTRACTOR shall endeavour to return Hospital Case Notes to the NHS Trust from which they were obtained within ten (10) Working Days of their receipt from that NHS Trust.

## **10 RECEIPT OF DOCUMENTATION**

- 10.1 The CONTRACTOR shall, within one (1) Working Day of receipt of any Referral, formally record the date of the receipt the Referral and be able to provide proof on request by the AUTHORITY, at any time, of the date of the receipt of the Referral.
- 10.2 For the avoidance of doubt, where a Referral is received after 16.00 hrs, the date of receipt will be deemed to be the following Working Day.

## **11 RETURN OF DOCUMENTATION**

- 11.1 The CONTRACTOR shall, within twenty four (24) hours of completion of their required action, use reasonable endeavours to despatch to the AUTHORITY all required documentation, including all Referral documentation, any Further Medical Evidence gathered and the appropriate output form(s), unless specifically requested to dispose of any documentation by the AUTHORITY.
- 11.2 The CONTRACTOR shall return all documentation to the AUTHORITY in the same format as received, unless otherwise directed by the AUTHORITY.
- 11.3 The CONTRACTOR shall ensure that when disposing of all documentation referred to in paragraph 11.1 that this is destroyed in a confidential manner.

## **12 TRAINING FOR DECISION MAKERS**

- 12.1 The CONTRACTOR shall confirm that it will work with the AUTHORITY to deliver a maximum of 300 man days basic initial and ongoing training, face to face and on the AUTHORITY's premises, as required, in respect of the medical aspects of service delivery.
- 12.2 The CONTRACTOR shall deliver the training for, including but not limited to:
- 12.2.1 Decision Makers for Incapacity Benefit;
  - 12.2.2 Decision Makers and Disability Living Allowance/Attendance Allowance;
  - 12.2.3 Personal Advisers; and
  - 12.2.4 Disability Employment Advisers.
- 12.3 The CONTRACTOR shall keep a record by benefit type of the number of man days delivered. Any additional man days required for training will be discussed with the CONTRACTOR and subject to change control.
- 12.4 The CONTRACTOR shall ensure that the cost of any additional days are pro-rata with the 300 days previously agreed.
- 12.5 The CONTRACTOR shall work towards ensuring that all Health Care Professionals providing training for Decision Makers have appropriate accreditation that meets the requirements of the Authority within pre-agreed timescales.
- 13 CLAIMANT EXPENSES**
- 13.1 The CONTRACTOR shall consider the most cost effective approach to undertake the examination of a Claimant in accordance with current legislation. The CONTRACTOR shall, at all times operate within the parameters of this Section 4.1 of Schedule 4 when considering the appropriate payment of any expenses, incurred by a Claimant and/or Companion, in travelling to attend an examination.
- 13.2 The CONTRACTOR shall as a minimum adhere to the legal requirements imposed by the Secretary of State with regard to the payment of Claimant expenses.
- 13.3 The CONTRACTOR shall also pay subsistence and financial loss allowance to Companions of VDPS Claimants and War Pensioners who apply and who are eligible, and additional expenses claimed in respect of VDPS Referrals.
- 13.4 Notwithstanding the requirement in paragraph the CONTRACTOR shall pay all reasonable and actual expenses to Claimants and/or Companions who attend an examination and who apply for reimbursement.
- 13.5 The CONTRACTOR shall from the Cutover Date:
- 13.5.1 ensure complete accuracy in all payment of expenses;
  - 13.5.2 provide an effective system to pay and monitor all expenses payments with numerous audit trails;
  - 13.5.3 provide relevant and timeous Management Information (MI) in respect of Claimant expenses;
  - 13.5.4 make any payments properly due, upon receipt of a correctly completed and documented application, within 14 Days of receiving the application; and
  - 13.5.5 use the mileage rate as instructed by the AUTHORITY. From 28<sup>th</sup> April 2008 the rate will be 25 pence a mile.

**13.6** Claimant Expenses legislation

<b>BENEFIT</b>	<b>LEGISLATION</b>
IB/MA	SS Admin Act 1992 sec 180
SSP/SMP	SS Admin Act 1992 sec 180A
SDA	SS Admin Act 1992 sec 180
NTC	SS Admin Act 1992 sec 180
DLA/AA	SS Admin Act 1992 sec 180
IPC	SS Admin Act 1992 sec 180
IIDB	SS Admin Act 1992 sec 9 (2)
OHA	SS Admin Act 1992 sec 180
VAC DAM	SS VDP Act 1979 Para 12 (3) a&b
VA	SPOrder 1983. Naval, Military and Air Forces (Disablement and Death) SPO 1983 and the Personal Injuries (Civilians) Scheme 1983
Analogous Industrial Injuries	Employment Training Act 1973 Sec 11 (2)

**14** **SUSPICIONS OR ALLEGATIONS OF FRAUD**

- 14.1 The CONTRACTOR shall work collaboratively with the AUTHORITY to ensure that it reports, in writing, to the AUTHORITY all suspicions of fraud and allegations of fraud received against Claimants.

**15** **MISCELLANEOUS**

- 15.1.1 Whilst the CONTRACTOR shall provide advice on Prognosis, in accordance with agreed guidelines, the AUTHORITY will retain the right to determine the actual timing of any subsequent Re-Referrals to the CONTRACTOR.

**16** **GRIEVANCES/INDUSTRIAL TRIBUNALS**

- 16.1 Monitoring Requirements

- 16.1.1 The CONTRACTOR shall provide the AUTHORITY with details of grievances and Industrial Tribunals (ITs) relevant to Schedule 3.17 of this Agreement, within five (5) Working Days of an official grievance/IT being notified to them. At each Annual Review, the AUTHORITY will review this requirement when the requirement for the production of any future reports will be decided.

**17.0** **Special Customer Records**

- 17.1 Special Customer Records will be referred clerically and the CONTRACTOR shall ensure that Referrals identified as Special Customer Records are handled clerically and details not recorded electronically.