



DRAFT

Contract Compliance Audit Joint Working Group

Minutes

Date: 19th August 2008

Chair: Matthew Howgate (LSC)

Attendees: Lucy Scott-Moncrieff, Alice Mutasa, Joy Merriam, Stephen Hewitt (The Law Society); David Gilmore on behalf of Clare Shirtcliff (Citizens Advice), Gayle Collier (Shelter)

Minutes: Michael Purvis (LSC)

Apologies: Clare Shirtcliff; Pamela Phillips

1. Pre-Agenda Discussions

It was Stephen Hewitt's first meeting and he had not see the previous minutes. He therefore had some questions:

- a. How does the CCA Programme fit with Exceptional Cases?
MH explained that they are separate and that the remit of this group was not to review Exceptional Cases.
- b. Was anyone working on Provider Selection?
LS-M explained that this process had been signed-off by the Main Group and would in part be targeted selection and in part random selection.

2. Agenda Item 1 – Guidance

The Guidance drafted by MH was gone through in detail. The following issues were raised:

- a. Sufficient Benefit: LS-M said that she felt the inclusion of this in the Guidance was necessary. MH had included it.
- b. Financial Recoupment: LS-M was unclear as to whether the LSC is obliged to recoup monies where they identify errors. It was unclear from discussions thus far what approach would be taken. MH agreed to clarify.
- c. Ex Post Facto Evidence: MH stressed that the Guidance was not a White Paper for people to undertake work without attempting to get Evidence of Means, hoping that they could get it at a later date. LS-M requested that some information be included in the Guidance on Ex Post Facto Evidence.
- d. Obligations of the LSC: it was agreed that these should be made clear within the Guidance (re NAO requirements)
- e. The 'Two Hour Rule': there needs to be clarity, especially re Immigration and Exceptional Cases.
- f. Page 4 of Guidance: it was felt that this, whilst being accurate, was too

long. LS-M suggested that it should simply state that these are the rules and you need to obey them. It was also noted that the 3rd bullet point should include Tolerance.

- g. General Wording: SH requested that the language should be more objective, e.g. remove “in the assessors scope” and “in his and her view”. LS-M suggested that wording such as “not obliged to pay” or “not authorised to pay” might be less inflammatory. On Key Card point 5, “the amount claimed must be reasonable” should be replaced with “the amount claimed must not be unreasonable”. SH suggested that the Guidance avoid terms such as ‘sanction’ or ‘breach’ and uses phrases such as ‘contract performance issues’ instead.
- h. General Comments:
 - i. the Guidance needed to be ‘black and white’ which it was with the exception of Sufficient Benefit.
 - ii. LS-M felt that the contract should be reviewed to allow Providers to be paid when initial instructions reasonably suggest that the client is eligible, even if it later proves that they are not.
 - iii. There was not mention of Contract Notices in the Guidance. MH explained that this is because the issuing of Contract Notices would be made on a case-by-case basis. The group agreed with this approach.
 - iv. LS-M requested that something about ‘payments being adjusted’ be included to deal with underpayments being offset against overpayments.
 - v. A query was raised about what constituted sufficient evidence of means. MH agreed to provide a list and a route for staff to check with the legal team to avoid Regional differences in approach.
 - vi. Currently a signed copy of the Legal Help Form is required. This is inconsistent with electronic working.

Action: The draft Guidance is reviewed and the pertinent changes made before submission to the Main Group for approval.

MH

<p>3. Agenda Item 2 - Letters</p> <p>In general the views were that the letters were very impersonal and that this made them appear abrasive. It was suggested that they be sent from the Account Manager and that “I” replace “we” throughout. Specifically, it was requested that the letters include:</p> <ul style="list-style-type: none"> a. A timescale for the LSC completing the audit and returning the files. b. More detail on the Representations stage and that the result would not be finalised until this was completed c. A copy of the Guidance should be enclosed <p>Action: the letters to be redrafted with the Customer Services Team, taking into consideration the above suggestions/requirements.</p>	PP
<p>4. Item 3 – Any Other Business</p> <ul style="list-style-type: none"> a. Appendix A (referred to in the correspondence): SH queried whether this information was necessary. MH said if it was not completed the auditor would seek it at the representations stage. b. Frequently Asked Questions: SH asked whether these could be produced. LS-M suggested that they be placed on the internet with the other information. 	MH/PP

Summary of actions points

	Action Points	By Whom	By When
2	Redraft Guidance and send to Main Group	MH	27.08.08
3	Redraft all letters with Customer Services Team	PP	12.09.08
4	Prepare FAQs	MH/PP	Next Meeting

Date of next meeting; to be agreed