



Valuing Involvement

**Making a Real Difference
Strengthening Service User and Carer
Involvement in NIMHE and CSIP**

Payment and Reimbursement Policy Template

Overview

This document has been developed from the 'Valuing Involvement – Payment and Reimbursement Policy Guidance' document as an example of a Payment and Reimbursement Policy. It has been designed to enable CSIP/NIMHE and its host organisations to adopt it, in its entirety or in part, as a working policy.

Who is this policy template for?

This policy template is specifically for the NIMHE programmes within the CSIP - National and Regional Development Centres and their Host organisations that are involving service users and carers in service development programmes and related activities.

It should also be used for the development of local payment and reimbursement policies for:

- Mental Health Trusts
- Primary Care Trusts
- Strategic Health Authorities
- Social Care Organisations
- Voluntary Sector Organisations.

Acknowledgments

The payment and reimbursement policy template was developed and edited by Reg McKenna on behalf of the Making a Real Difference Project. Judy Scott (Judy Scott Consultancy) authored the sections detailing - benefit conditions and system, liaison with Jobcentre Plus, employment, tax and NI regulations.

The work was informed and overseen by the Eastern Development Centre - Making a Real Difference Work Group 6:

Barbara Dale	EDC Experts by Experience Group
Sue Budworth	EDC Experts by Experience Group
Randall Chan	EDC Experts by Experience Group
Margaret O'Connor	EDC Experts by Experience Group
Debbie Roberts	EDC Programme Manager – Experts by Experience
Reg McKenna	EDC Fellow for Making a Real Difference
Sara Glover	EDC Business Manager
Richard Taylor	EDC Director

Reference Group Respondents – It has not been possible to list all of the very large number contributors to this document, as many contributions came from anonymised groups of service users and carers.

Malcolm Rutt	Carer Lead - NEY&H Development Centre
Mandy Lawrence	Service User
Yvonne Pearson	Carer Lead - East Midlands Development Centre
Carey Bamber	Social Inclusion Lead - North West Development Centre
Zoë Lawrence	Department of Health
Sally Prescott	Deputy Director - NEY&H Development Centre
Jenny Williams	Steve Morphew Associates
Ian Griggs	Co-Chair EDC Experts by Experience Group
Mary Nettle	Service User Consultant
Andrew Bailey	Service User
Patricia McLaughlan	Together – Service User Directorate
Barbara Crossland	Social Inclusion Lead - West Midlands Development Centre
Pam Taylor	Business Manager - NEY&H Development Centre
Karen Nicoll	Service User
Heather Castillo	The Haven Project
Jan Wallcraft	NIMHE Fellow for Experts by Experience
Simon Frances	National Social Inclusion Team
Maria Duggan	National Personality Disorder Team
Diane Bardsley	Service User Lead - South West Development Centre

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1 Introduction

- 1.1 Current government policy actively encourages the involvement of service users and carers in the development and delivery of local services. The purpose of involvement is to improve service user and carer experience of services and to make services more responsive to local needs.
- 1.2 Involvement of service users and carers is a central element of health and social care activity. The NHS is required to consult and involve service users and carers under Section 11 of the Health and Social Care Act 2001 (updated to section 242 of the National Health Service Act 2006), which states:

This Act places a duty on NHS trusts, Primary Care Trusts and Strategic Health Authorities - to make arrangements to involve and consult patients and the public in service planning and operation, and in the development of proposals for changes.

This is a new statutory duty, which means consulting and involving:

- not just when a major change is proposed, but in ongoing service planning
- not just in the consideration of a proposal, but in the development of that proposal; and
- in decisions about general service delivery, not just major changes.

The duty to involve and consult was commenced on the 1 January 2003 and guidance was issued in February 2003 - 'Strengthening Accountability' (<http://xrl.us/u4wr>).

- 1.3 This document has been designed to cover all aspects of service user and carer involvement. This includes Service Development, Improvement and Delivery, Conferences, Training and Training Events, Research and all other forms of participation.
- 1.4 The document has been developed from 'Valuing Involvement – Payment and Reimbursement Policy Guidance' published August 2007, view or download the document from www.nimhe.csip.org.uk/~mard.
- 1.5 Care Services Improvement Partnership (CSIP)/National Institute for Mental Health in England (NIMHE) values the input of service users and carers and considers it is essential that payments and reimbursements to this group of people be made in a manner that is acceptable to the individual.
- 1.6 Paying and reimbursing service users and carers for their expertise and time when contributing to the work programmes of CSIP is good practice, fair and is a means of increasing service user and carer involvement in the planning and delivery of health services. CSIP Development Centres (DCs) must lead by example.

2 Underpinning Principles

- 2.1 The principles of good practice for payment and reimbursement for service user and carer involvement are:
 - 2.1.1 Service users and carers are not to be left out of pocket or put at risk of being financially worse off because of their involvement in service development/improvement.
 - 2.1.2 DCs, service users and carers must discuss and agree on the terms of involvement prior to committing to it.
 - 2.1.3 Service users and carers have to be given the right information at the right time to be able to make an informed choice about how and on what terms they want to be involved.
 - 2.1.4 The way that payment and/or reimbursement of expenses are settled must not needlessly create barriers that deter service users and carers from being involved.
 - 2.1.5 Service users and carers in receipt of benefits have to be provided with the right information and support to prevent a breach of their benefit conditions. A breach of benefit conditions may result, as a minimum, in benefits being stopped (see Valuing Involvement – Benefit Conditions and Systems www.nimhe.csip.org.uk/~mard).
 - 2.1.6 Service users and carers are paid according to open and consistent criteria that take into account the level of involvement, the type of work and the skills and expertise required.
 - 2.1.7 Paperwork to claim payment and reimbursement is kept to a minimum. Paperwork is necessary to safeguard both the DC and the service user/carer. However, it should be easy to understand and simple to complete.

3 Roles and Responsibilities

DCs and Host Organisations:

- 3.1 have a legal responsibility to ensure the health and safety of any individual under the Health & Safety at Work Act 1992.
- 3.2 have a responsibility under the Data Protection Act 1998 to ensure that the individual's rights regarding the use of personal data are protected.
- 3.3 have a responsibility to provide expertise, training, information, time, administrative and financial resource to support effective service user and carer involvement. The levels of support provided must be agreed between the DC and nominated service user and carer representatives.

- 3.4 will agree, review and monitor a payment and reimbursement policy that takes into account the potential impact of benefits entitlement, tax liabilities and employment law.
- 3.5 must ensure that the payment and reimbursement policy is written in plain English and made available in different languages and formats, if requested, to ensure they are fully accessible.
- 3.6 must seek advice from the HMRC before they pay service users and carers without deducting tax or National Insurance contributions.

Example - Seeking advice from the HMRC

A number of service providers with developed service user and carer participation schemes have been advised that HM Revenue & Customs only requires the service user/carer to complete a P46 (if they do not have a P45 available). This simple form (see *'Valuing Involvement – Payment & Reimbursement Policy Guidance' page 81* www.nimhe.csip.org.uk/~mard) is quick and easy to complete. Providing box A or box B on the form is ticked and the income received by the service user/carer from the DC remains below the tax threshold (currently £97.00 per week/£420.00 per month) the form will not be sent to HMRC it will simply be retained as a reference by the DC.

Positive practice points:

The DC agrees that:

- 3.7 a copy of this policy will be given to all individuals before they agree to become involved.
- 3.8 it will produce easy to follow forms and paperwork and will provide support to complete them, if necessary.
- 3.9 records of any payment and/or reimbursement are kept by the DC and that a copy can be obtained by the individual upon request.
- 3.10 processes are put in place to ensure that both policy and practice are regularly monitored and evaluated mainly through feedback from service users and carers.
- 3.11 where paid involvement is agreed, the DC provides role descriptions and be prepared to show criteria for the chosen rate and record it for audit purposes.
- 3.12 staff training is provided to ensure all staff members are aware of the payment and reimbursement policy and follow it in practice.
- 3.13 ad-hoc arrangements that are not linked to the policy will not be tolerated.

Service users and carers

Service users and carers:

- 3.14 need to understand and agree to the terms and conditions upon which they get involved.
- 3.15 are responsible for declaring any earnings to the tax and benefit offices as appropriate. (See *Valuing Involvement - Benefit Conditions & Systems* - <http://xrl.us/3729>).
- 3.16 if in receipt of a payment for their services, should be aware of what is expected of them and what support they are entitled to.
- 3.17 should choose the most cost-effective travel available to them whilst still meeting their individual needs.

Service users and carers in receipt of benefits

- 3.18 Although entitled to expect adequate support and information from the DC, the service users and carers should be aware that they themselves are ultimately responsible for ensuring that they keep within benefit conditions,
- 3.19 Service users and carers on benefits should not be expected to make any commitment to involvement work until they understand how it will affect their benefits. They should be encouraged to obtain welfare rights advice on their benefit conditions and/or read the guidance in 'Valuing Involvement - Benefit conditions & systems' <http://xrl.us/3729>.
- 3.20 Service users and carers should keep to the benefit conditions that are required by Jobcentre Plus i.e. letting them know about voluntary or paid involvement.

4 Paid Involvement

Who can expect to be paid?

- 4.1. The DC will offer payment to service users and carers who have made an agreement with the DC about getting involved e.g. be invited by the DC to take part in a meeting, training event, interview panel or a defined task or work programme.
- 4.2. Paid involvement will not routinely be offered to a service user/carer who chooses to attend a meeting, where they have not been specifically invited to attend or to contribute by the DC.

National Minimum Wage and employment law

4.3. Involvement activity that is intermittent, that is to say not every week, does not usually equate to paid employment, as that covered by a contract of employment between an employer and an employee. However, under current employment law regulations, there are certain rights that people (officially known as 'workers') who participate in this type of paid activity are entitled to, despite not having the status of employee.

These 'worker' rights are:

4.3.1. They have the right to independent employment advice, for example Citizens Advice Bureau (CAB).

4.3.2. The National Minimum Wage applies.

4.3.3. People have employment rights including:

- protection against unfair discrimination,
- the right to join a union,
- health & safety protection
- working time rights (including breaks, holidays, holiday pay and a limit on the working week) regardless as to whether they claim benefits or not.

However, people who earn less than the National Insurance threshold (£87 a week from 6 April 2007¹) do not have rights to:

- sick pay,
- maternity pay
- or a stakeholder pension.

4.3.4. Paid work attracts a minimum of 24 days pro-rata holiday pay as a statutory right. Previously, the law allowed the option of adding holiday pay to weekly pay. A European Union (EU) ruling in 2006 found that this was illegal. Holiday pay must be made at a time that will allow for a holiday break to be taken. Your Human Resources (HR) department will have a view on the simplest way of doing this.

4.4. Where involvement is paid and is continuing the DC will provide terms and conditions. These are shown in the Involvement Registration Agreement (see *Appendix 1*). The service user/carer can withdraw from the agreement at any time. The terms only become applicable during the times when the DC and service user/carer have agreed and committed to a specific piece of involvement. A registration agreement offers a safeguard to both service user/carer and DC by being clear about what is expected of both parties without bringing into question the service user/carer's independence.

¹ The National Insurance lower earnings threshold normally increases on 6 April each year

Paid involvement and the benefits system

- 4.5. Service users and carers who receive benefits as their main income need to agree involvement which is paid at a rate that is allowed by their benefit conditions. The conditions for all benefits mean that the paid work must be for less than 16 hours a week. Earnings over £20 a week will lead to a reduction of most people's benefits. As a result, many service users and carers may choose to limit their involvement to an amount that will not affect their benefits. (Refer to 'Valuing Involvement - Benefit conditions & systems' <http://xrl.us/3729>).

Payment rates

- 4.6. The DC will review all payment rates annually (with any updates to be effective 6 April).
- 4.7. The rates defined below provide a framework for payments. This framework should remain flexible in order to reflect the diversity of involvement opportunities.

	FUNCTION	RATE ²
1	Participation in working groups, committees, recruitment panels etc. Minimum hourly rate	£10.00
2	Preparation/follow-up. Minimum 1 hour (reading minutes & agenda does not form part of paid preparation time)	£10.00
3	Short presentation (30 minutes) inc. preparation time	£50.00
4	Long presentation (60 minutes) inc. preparation time	£80.00
5	Running half day workshop/training, inc. preparation time	£140.00
6	Running full day workshop/training inc. preparation time	£280.00
7	Consultancy and other substantive work	To be negotiated

² Refer to 5.20 'Use of the Averaging Rules' where the amounts paid exceed that allowed by the benefit conditions per week/month.

Administering payments

- 4.8. Payments will be made as promptly as possible, normally within 15 working days and a maximum of 20 working days, normally by cheque or credit transfer to a nominated Bank or Building Society, following receipt of a completed form/invoice confirming attendance.
- 4.9. The Programme Managers at the DC must indicate in advance which meetings/activities attract payment. This must be identified on publicity material.
- 4.10. The decision to allocate a meeting/activity as one that attracts payment will be authorised by a Director or the responsible Programme Manager of the DC.

Payments via a user/carer group

- 4.11. If a service user and/or carer organisation is commissioned by the DC to arrange for service users and/or carers to participate, then an agreement should be made with them as to the appropriate level of fee for, say, an annual contract. The service user/carer organisation thus becomes responsible for arranging the payments to service users/carers. If the DC does devolve payment in this way, they have a duty to support the group with advice on the complex issues and access to welfare rights advice for the service users and carers.

Self-employed

- 4.12. Service users and carers who work on a freelance basis and are registered with the Her Majesties Revenue and Customs (HMRC) as self-employed should not be treated less favourably than any other freelance consultants, trainers, etc. This may mean that fees outside those defined in this document are individually negotiated for specific projects.

Salaried service users and carers

- 4.13. Service users and carers who receive a salary from any source for the time they are participating in meetings and training activities would normally not receive individual fees for their involvement, but may require out of pocket expenses. In some circumstances, payments to the service user/carer's employer may be appropriate and are a matter for negotiation.

Use of the “averaging rules”

- 4.14. Jobcentre Plus may treat payments as averaged over a period or a cycle. This might allow a person on benefits to earn more than their weekly limit if the involvement is intermittent and not every week. (i.e. £80 could be paid at the end of a four-week period for a benefit claimant who is allowed to earn £20 a week if the payment is for at least two separate involvement events).

The DC should discuss and agree such payments in advance with Jobcentre Plus senior level staff who have discretion to apply averaging rules.

5 Voluntary Involvement

Avoiding the 'notional earnings' rule

- 5.1 Service users and carers who receive benefits can do voluntary work or involvement for non-profit making organisations without affecting their benefits. It is good practice to offer the option of involvement on a voluntary basis, as some service users and carers may prefer to offer their skills and time as unpaid volunteers. Some service users and carers may be obliged to offer their help on a voluntary basis due to the adverse impact on their benefits if a payment is made and reimbursed expenses are treated as earnings.
- 5.2 Unfortunately the benefit system has a rule by which people who are offered paid involvement but who decline the payment, will be treated as if they had received the money. This is called 'notional earnings'. Any 'notional' payment can be deducted from their benefits even though no money was paid.
- 5.3 For this reason a DC will provide a letter to the service users and carers involved on a voluntary basis that offers the opportunity of voluntary involvement (not the option of either voluntary or paid involvement). This letter should be provided to Jobcentre Plus. See Valuing Involvement – Payment and Reimbursement Policy Guidance - Appendix C page 63
www.nimhe.csip.org.uk/~mard.

Combining voluntary and paid involvement

- 5.4 If people are offered a combination of voluntary involvement and paid involvement two problems may arise:
- 5.4.1 Jobcentre Plus may see this arrangement as a device to avoid benefit deductions. They are likely to attribute notional earnings to the part of involvement that is unpaid. They will deduct the notional amount from the service user's or carer's benefit if it exceeds the earnings disregard.
 - 5.4.2 The Minimum Wage Act is likely to apply to the voluntary involvement.
- 5.5 However, if the voluntary involvement is completely different to the paid involvement there should not be a problem:

For instance:

A NHS Trust arranges a public conference on involvement. The organiser invites service users and carers to attend. The Trust offers to reimburse necessary travel expenses. No payment is made for attending the conference.

The same NHS Trust sets up a steering committee to develop a new service. The organisation wants service users to commit to attending meetings every month for a year. They offer a payment per meeting.

As the involvement activities are completely different it is unlikely that Jobcentre Plus would say that people attending the conference should have been paid. The Minimum Wage Act does not apply if the activity is entirely voluntary and only exact expenses are reimbursed.

- 5.6 Service users and carers who receive incapacity-based benefits may prefer to keep their involvement to less than 16 hours a week. Voluntary work for 16 hours or more a week in some circumstances has been known to lead to Jobcentre Plus triggering a review of incapacity.

6 One-off events

- 6.1 Where a conference, seminar, focus group, or other form of involvement is a once-only event, people on benefits can be given a cash gift which is treated as capital. As long as the gift does not take a claimant's total capital above the allowed limit (the lowest limit is currently £3000.00), there is no effect on benefits.
- 6.2 The service user or carer can be provided with a note from the organisation thanking them for their participation with a gift of money. This can be provided to Jobcentre Plus.

- 6.3 HMRC have confirmed that a one off cash gift in these circumstances is not taxable. No tax and National Insurance (NI) should be deducted. HMRC do not wish to be notified.
- 6.4 However, the service user or carer who has been involved before on a paid basis with the same organisation cannot be given a cash gift. Any payment made to them will be treated as their earnings.

7 Reimbursements for involvement activity

Who is reimbursed?

- 7.1 The DC will reimburse expenses, per the following rules, to service users and carers who have made an agreement with the DC about getting involved e.g. have been invited by the DC to take part in a meeting, training event, interview panel or a defined task or work programme.
- 7.2 Expenses will not routinely be reimbursed to a service user/carers who chooses to attend a meeting, where they have not been specifically invited to attend or to contribute by the DC.
- 7.3 **Positive Practice Points**
The DC agrees that:
- 7.3.1 The DC will review all reimbursement rates annually (with any updates to be effective 6 April).
- 7.3.2 For paid involvement – provision of travel tickets and/or expenses reimbursement etc. is offered in addition to the appropriate fee payment (as shown in 4.7).
- 7.3.3 The costs that a service user/carers is likely to incur in the course of the involvement are discussed before the involvement starts.
- 7.3.4 Service users and carers have a named contact to liaise with throughout the involvement to discuss any expense queries in advance of spending the money.
- 7.3.5 It is considered standard practice to fill out an expense claim form (*see example in Appendix 2*).
- 7.3.6 Receipts will normally be required for all expenses that are to be reimbursed.
- 7.3.7 Reimbursed expenses will be for the exact amount, not an averaged amount or a rounded up amount.
- 7.3.8 For larger costs that may not be able to be met on the day, the DC will put a process in place for paying expenses that ensures the service user/carers is out of pocket for as little time as possible.

Administering expense reimbursements

- 7.4 A cash float will not normally be made available at meetings. However, under special circumstances and by prior arrangement, cash payments can be made for travel reimbursements. It is most important that the DC be given at least 10 working days prior notice of an individual's request to be reimbursed in cash.
- 7.5 Normally reimbursement will be made by cheque or credit transfer to a nominated Bank or Building Society as promptly as possible, normally within

15 working days and a maximum of 20 working days, following receipt of a completed expense form (*Appendix 3*). Where individuals do not have a bank account, arrangements will be made to pay service users and carers via a user group, charity or other community organisation.

- 7.6 The DC will keep records for the reimbursement of expenses separately so that these are not mixed up with payments for involvement. This is important because of benefit rules and for tax reporting.

Benefit rules on reimbursements to people who are paid for involvement

- 7.7 Reimbursements of the following expenses are treated as earnings if these are made to the service user or carer who is paid for involvement (but not to people who are volunteering):
- Reimbursed travel expenses from home to the initial place of involvement (including mileage costs, taxis, fares etc);
 - Reimbursed costs of meals;
 - Reimbursed costs of a replacement carer (half the amount if the carer receives only non-means tested benefits and the whole amount if the carer receives means tested benefits);
 - Reimbursed costs of child care for those on means tested benefits;
 - Reimbursed costs of a personal assistant or support worker at the discretion of Jobcentre plus (in part or wholly, each case must be considered).
- 7.8 Where reimbursements and payment together exceed the weekly limit on earnings, the excess is deducted from benefits. The service user or carer can be left with a reduced level of benefits or none at all in the following week.
- 7.9 Reimbursements of other expenses are ignored, providing these are incurred 'wholly, exclusively and necessarily' in the course of the paid involvement. Expenditure for example may include postage, stationery, and the costs of phone calls etc where these are required for involvement.
- 7.10 Provision of accommodation and/or subsistence for the purpose of involvement is ignored.
- 7.11 Provision of travel tickets, travel cards, transport or petrol is ignored.
- 7.12 Direct payments to a replacement carer, a personal assistant or support worker are ignored.

Required practice for reimbursements to people in receipt of benefits who are paid for involvement

7.13 Some people will decline involvement if they learn that certain reimbursed expenses will be treated as earnings, and deducted from their benefits. Special administrative arrangements are required as a result to avoid this eventuality.

7.13.1 Travel costs between home and the initial place of involvement must be provided through the provision of travel tickets, travel cards, petrol or fuel cards or the provision of transport (taxi). The DC must pre-plan all involvement with the service user or carer and make the necessary arrangements.

7.13.2 The costs of fees for child care or a replacement carer or a personal assistant or a support worker must be paid directly to the person concerned, not via the service user or carer or parent.

7.13.3 The DC Administration arrangements will:

- Allow the service user or carer to provide their authority for the payment. See sample letter Valuing Involvement – Payment and Reimbursement Policy Guidance - Part 3 Appendix E page 73 www.nimhe.csip.org.uk/~mard.
- Request the child carer, the replacement carer or personal assistant or support worker to complete a P46 form and supply an invoice that is countersigned by the service user or carer.
- Or alternatively pay the fee directly to the agency supplying the personal assistant or support worker where an agency is used.

Reimbursed expenses for voluntary involvement

7.14 For service users and carers on benefits where involvement is not paid and is voluntary, most expenses can be reimbursed without benefits being affected providing these expenses were incurred 'wholly, exclusively and necessarily' in the course of involvement.

7.15 Reimbursements of expenses to volunteers that do not affect benefits include:

- travel expenses between home and involvement sites or between sites of involvement,
- actual costs of lunch/tea/coffee during involvement,
- the costs of child care or a replacement carer or the costs of a personal assistant or support worker

7.16 It is however important to reimburse only actual expenses. If the amount is rounded up or a notional amount is set (e.g. a standard £10 for 'expenses' per meeting) or people are given vouchers or small gifts two problems may arise:

7.16.1 The benefit system treats *rounded up* expenses as earnings and some other non-cash payments such as vouchers as *notional earnings* or actual earnings. The volunteer would be treated as if they were in paid work and their earnings will be taken into account against their benefits that may affect benefit payment. Rounded up expenses may also be treated as earnings by the HMRC.

7.16.2 The Minimum Wage Act states that voluntary workers (who are exempt from the Minimum Wage) "receive no benefits in kind" – if benefits in kind (such as rounded up expenses, vouchers and small gifts) are provided to voluntary workers the DC could be found liable to pay the National Minimum Wage.

What level of expenses may be reimbursed to users and carers if benefits are not affected?

Travel expenses

- Reimbursed travel costs between different sites of involvement do not affect the benefits of people who are paid for involvement
- Reimbursed travel costs between home and involvement sites and between different sites of involvement do not affect the benefits of people who volunteer for involvement
- If benefits are not claimed all expenses may be reimbursed

7.17 A receipt for travel expenses should be provided. Own transport costs should be reimbursed at the rates shown below. These are based upon those defined in Agenda for Change (January 2005)³.

Cars or Van:	Engine capacity:	Up to 1000cc	1001 to 1500cc	Over 1500cc
	Up to 3,500 miles	34.0p	43.0p	53.0p ⁴
	Thereafter	per mile 16.2p	per mile 18.3p	per mile 20.5p
		per mile	per mile	per mile
Motor Cycles:	Engine capacity:	125cc or less	Over 125cc	
	Up to 5,000 miles	16.2p	25.3p	
	Over 5,000 miles	per mile 6.1p	per mile 9.0p	
		per mile	per mile	
Cycle		all	6.2p per mile	
Passenger (each)		all	2.0p per mile	

Child care costs, replacement carer costs or for the cost of a personal assistant

- Reimbursements of child care costs, replacement carer costs or the cost of a personal assistant do not affect the benefits of people who volunteer for involvement
- If benefits are not claimed all expenses may be reimbursed

7.18 Reimbursement of child care costs will usually be limited to:

- Care provided by a Registered person or on Registered premises
- Children under school age
- Children age 13, or under, during or after the school holidays

³ Link to NHS Employers Organisation - Agenda for Change document: <http://xrl.us/szrf>

⁴ Income tax payers should note that tax is payable on car mileage rates of over 40p per mile.

Meal costs

- Reimbursements of the costs of meals during involvement do not affect the benefits of people who volunteer for involvement
 - If benefits are not claimed all expenses may be reimbursed
- 7.19 Service users and carers who are involved on a voluntary basis or who are not claiming benefits may claim the actual cost of meals and/or refreshments, where the expenditure is not met directly by the meeting organiser/organisation being visited (e.g. where lunch is provided); and where the service user/carer necessarily incurs additional expenditure. Where people are in receipt of benefits the amount must be exact and not rounded up and receipts should be provided:
- up to a maximum of £5.00 for any one daytime claim where the total meeting/visit time, including travel, exceeds 5 hours and includes the lunchtime period 12pm to 2pm.
 - up to a maximum of £15.00 for an evening meal if an overnight stay away from home is required, where the total meeting/visit time, including travel, exceeds 10 hours. Others who are not in receipt of benefits may be reimbursed if the return home is after 7pm.

Other out of pocket expenses that if reimbursed do not affect benefits

- 7.20 People who are paid for involvement and people who volunteer for involvement may be reimbursed other out of pocket expenses (other than those mentioned above) that are incurred 'wholly, exclusively and necessarily' in the course of involvement such as postage, stationery, phone; benefits will not be affected if only the exact amount is reimbursed.
- 7.21 Service users and carers should discuss allowable expenses with- the Liaison Coordinator before incurring costs. Claims for expenses should be made on an expense claim form. Service users and carers should provide invoices or receipts to support the claim.

Appendix 1 - Service User and Carer Paid Involvement Registration Agreement

Dear *[insert name of participant]*

Thank you for your interest in being involved in developing and informing the work of CSIP/NIMHE from a service user or carer perspective. Your registration details have now been entered on our Service User/Carer Involvement Register and copies of these details are attached, for your records.

We value your experiences and the contribution you will bring to CSIP/NIMHE.

In line with the organisation's payments policy you are entitled to be paid for the agreed time you are involved with us. This document outlines the terms on which this payment is offered.

In order to receive payment you should read this letter, sign and return the enclosed duplicate to the *(insert job title)*, keeping the original for yourself. If you need help in having this document explained too you please contact the *(insert job title & Name)*.

You are not obliged to undertake any involvement offered to you, nor is CSIP/NIMHE obliged to offer you any involvement. Each task is self-contained and once the task is over, you are not obliged to undertake any further tasks, nor are CSIP/NIMHE obliged to offer you any. During periods of engagement, your relationship with CSIP/NIMHE shall be that of an independent adviser. This is not employment.

We set out the amount that you will be paid and the arrangements for covering the costs of any expenses that you may incur, in the attached letter.

Payment will be made as quickly as possible, normally by credit transfer to a nominated Bank or Building Society, within 20 working days following receipt of a completed form confirming your attendance. Payment will be conditional upon your carrying out any involvement that has been offered to you, which you have agreed to carry out.

In some cases, if we are concerned about you taking on any responsibilities that could impact on your health, we will discuss this with you and it may require you to be referred to our occupational health team who will provide advice.

If you undertake any involvement that brings you into contact with children or vulnerable adults this may mean that you will be required to have a criminal records bureau (CRB) check. CSIP/NIMHE is obliged by the Department of Health to ensure people working with us have this clearance. CSIP/NIMHE will be responsible for the costs involved with the CRB check. Please note that a criminal record in itself will not mean that you will not be accepted onto the Register.

In accordance with the Asylum & Immigration Act 1996, you must be able to demonstrate you are able to legally work in the United Kingdom.

Whilst involved with any involvement for CSIP/NIMHE, you should comply with the general protocols, standards and conduct applicable to the area in which you are working, including showing respect for others and maintaining confidentiality. Details of these standards will be explained to you by the *(insert job title)*, who is co-ordinating the task you are involved with. If you fail to comply with applicable protocols, standards and conduct, CSIP/NIMHE has the right to end your engagement and/or remove you from the Register.

You must be aware of your own responsibilities for Health and Safety and you must comply with NIMHE's Health and Safety Policy, including any instructions given to you on this matter. You should report all accidents or incidents to the manager co-ordinating your project/tasks.

In order to ensure that the Involvement Register is up to date you must notify the *(insert job title)* of any change in circumstances e.g. change of address, bank details, etc.

You are advised that CSIP/NIMHE does not accept responsibility for articles lost or damaged on its premises, whether by fire, theft or otherwise; with the exception of money or valuables which have been handed in for safekeeping and for which a receipt has been given.

When you are involved you may have access to, see or hear information of a confidential nature and you are required not to disclose such information, particularly that relating to service users, carers and staff. Any breach of confidentiality is likely to result in the end of your engagement and/or your removal from the Involvement Register.

You should notify the *(insert job title)* in writing if you are no longer available and no longer wish to remain on the Involvement Register.

If you have any complaint or grievance relating to your registration or the involvement you are undertaking on specific engagements, you should raise the matter, in writing, with the *(insert job title)*, *(insert full postal address)*.

For the avoidance of doubt, it is agreed and understood that registering on the Involvement Register does not constitute a contract of employment between you and CSIP/NIMHE. Registering on the Involvement Register does not imply any obligation to provide you with paid involvement nor does it imply any obligation on your part to accept any involvement offered.

CSIP/NIMHE reserves the right to make such changes to these terms from time to time at its discretion as may reasonably be required.

CSIP/NIMHE agrees to provide you with access to a Welfare Rights Adviser prior to you deciding to agree to any paid involvement so that you can check that your benefits will be unaffected before agreeing to be involved. We agree to provide such further access as may reasonably be required when taking up future engagements.

Yours sincerely,

[contact name and position]

I have read and understood the above together with STANDARDS OF BEHAVIOUR; STANDARDS OF BUSINESS CONDUCT & POLICIES – SUMMARY SHEET documents and, by countersigning and returning it to the *(insert job title)*, I agree to the terms of this letter and these documents.

Signed.....Date.....

Print Name.....

Please complete the following

Name of person to be contacted in an emergency

Phone

Address