

## **UNIVERSAL CREDIT DELIVERY PARTNERSHIP AGREEMENT**

### **Report of the Corporate Director for Corporate and Support Services**

#### **1. Background**

1.1 Universal Credit (UC) is the new Department for Work and Pensions (DWP) benefit which replaces a range of existing benefits :

- Income-based Jobseekers Allowance
- Income-based Employment and Support Allowance
- Income Support
- Working Tax Credit
- Child Tax Credit
- Housing Benefit

1.2 Universal Credit will be paid as a single monthly payment in arrears. The single payment will include the Housing Element paid in respect of the person or couple's rent. It is the responsibility of the claimant to ensure this money is paid to their Landlord. This will be a change for many people as Housing Benefit for many Registered Social Landlord (RSL) tenants and all Stockport Homes tenants is paid directly to the landlord. UC is designed to mimic payment of wages to make it easier for people to move into work.

1.3 To date UC has been introduced in a number of pilot authorities across the country including some in Greater Manchester (GM). The North West is the first regional expansion; this will take place during 2014/15 with Stockport the last GM Authority to go live on 17 November 2014. The pilot will be for newly unemployed people who claim on or after 17 November and are either single people or a couple where both are unemployed. Claims from families or households where someone is working will not be considered until sometime after April 2015.

1.4 A date has not yet been set for full implementation of UC which will be when all cases are transferred from existing benefits. This is referred to as "Migration". Although responsibility for administering Housing Benefit (HB) will pass from the local authority (LA) to the DWP for UC cases the LA will have an important role in the delivery of UC.

1.5 At migration a national Local Support Services Framework (LSSF) will be introduced which will define the role of LA's and other agencies in the delivery of UC. Until the LSSF is introduced arrangements for the LA role are determined at a local level. A draft LSSF was produced in 2013/14 but conversations with the DWP suggest the LA role in the final document will be enhanced as a result of the findings in the pilots.

1.6 Post migration LA's will retain responsibility for administering HB for anyone who is not required to be available for work. This includes pensioners and people receiving Disability Living Allowance/Personal Independence Payments. In addition, HB for the small number of working age people living in Supported Accommodation is likely to remain with the LA.

1.7 Appendix A shows the DWP's anticipated number of Stockport UC cases in Stockport during the period 17 November 2014 to 31 March 2015.

## **2. The LA role during the pilot phase**

2.1 During the pilot phase there are several functions the LA will be required to carry out

- Support for customers claiming on line
- Personal Budgeting Support (PBS)
- Processing Local Council Tax Support paper notifications
- Dealing with the DWP's housing costs queries

2.2 Universal Credit is an on-line service. Claims can also be made over the phone using a free phone number but this is not the DWP's preferred method of claim.

2.3 The DWP provides funding for LA's to enable them to provide support for claimants with the on-line application process. During the initial pilot period the DWP anticipates that just 5% of claimants will need some support and that, for this group, the level of support required will be low level guidance and support. DWP estimates suggest this will equate to around 124 cases between November and the end of the financial year.

2.4 Once the claim has been made claimants will be required to attend the Job Centre for an initial interview with a Work Coach. They will be asked if they wish to claim Council Tax Support and a series of questions to identify if they have budgeting problems. People with basic budgeting needs will be advised to use on-line support such as the Money Advice Service (MARs) those needing greater help will be referred to the LA for Personal Budgeting Support (PBS). The DWP will then agree a Claimant Commitment with the claimant which sets out what the person needs to do to get back into work.

2.5 People identified as needing PBS may be placed on an Alternative Payment Arrangement (APA) which would mean the housing element of their UC was paid direct to their Landlord. In some circumstances APA's will be applied without the need for PBS.

2.6 The DWP funds the provision of PBS and anticipates that of the initial pilot cohort just 5% (124) of cases will need this added support, and that of these 80% (93) will need straightforward support taking up to 2 hours to deliver and the remaining 20% (31) will have greater need, taking up to 6 hours.

2.7 The DWP has very limited knowledge of housing and tenancy matters and needs the support from LA HB staff. Over the course of the pilot the DWP anticipates referring around 1,000 cases to Stockport for help with decision making on the HB aspect of the UC claim.

2.8 Council Tax Support (CTS) notifications - Under the current arrangements all LA's receive electronic notifications of DWP benefit entitlements. This is used to automatically process CTS awards. Such interfaces for UC have not yet been developed and so all notifications relating to CTS applications will be e-mailed to the

LA and will have to be processed manually. The DWP recognises this as a significant backward step and have provided funding to cover the additional administration costs. We will receive around 120 of these e-mails each month.

2.9 The DWP recognises that these are additional administrative functions and will provide additional funding to the LA in recognition of this.

### **3. Proposals for the UC pilot in Stockport**

3.1 The DWP asked the Council to submit proposals showing how the LA role will be delivered in Stockport during the initial implementation period to March 2015.

3.2 A range of approaches have been taken by the existing pilot sites. For example, Tameside have commissioned the Citizens Advice Bureau to deliver the service, Warrington have a similar arrangement with Remploy whilst Oldham use their strategic partner organisation to deliver the service. All commissioned service based on the anticipation of significantly higher numbers than have actually used the service.

3.3 The forecast numbers during the initial period are very low. In light of this it is proposed that for the initial pilot period in Stockport the work should be contained within Revenues and Benefits and the Customer Engagement team with the support of the AGMA Help with Rent Team. This would have the advantage of ensuring that the provision was more easily implemented and would also enable the team to gain full understanding of what is required should procurement be necessary at a later date.

3.4 **On-line application support** – The Council has an established approach to providing support for on-line applications gained through using the on-line Housing Benefit application. It is proposed that this approach be continued, utilising the IT facilities within the Customer Engagement Team including libraries, Fred Perry House and where appropriate the learning lounges. Claimants will also be able to use facilities provided by the DWP, Stockport Homes (SHL) and RSL's but during the initial period this will not necessarily be supported access. The DWP emphasis is on enablement and self-service rather than a claim completion service; this will be replicated in the LA provision. Customers will be supported to self-serve rather than having it done for them. In some cases this will mean a less hands-on support than customers may be used to for the HB application. It is an approach we will replicate with other applications to ensure consistency and foster independence. Clearly some customers will need much greater support but the DWP does not anticipate such a need in the initial cohort of newly unemployed people. There is a risk that people will not seek the support they need and that this will lead to delays in claims being made and payments being received.

3.5 **Personal Budgeting Support** – Experience from the existing pilots is that most people who are identified as needing PBS never go on to contact the LA to receive it. Clearly this is a concern as problems with budgeting are only likely to worsen, leading to further problems which may place greater demand on LA services. To address this we are proposing to base a member of staff in the Job Centre. This would be a specialist role which would :

- Deal with simple PBS cases immediately as they are identified by the work coach
- Record and refer more complex cases for specialist advice
- Identify early those claimants who are known to other council services such as complex families etc. It is essential to link their needs into other service provision as quickly as possible.
- Promote applications and give advice about CTS
- Complete some of the administrative functions outlined at 2.7 and 2.8

3.6 Engaging with the customer and identifying needs early in the claim process should help to avoid problems getting worse and minimise duplication of resource. During the initial pilot phase this should be manageable with one FTE based at Heron House. The approach may need to be reviewed if numbers of new claims increase significantly in future implementation phases. It is proposed that during the pilot period the resource will be managed through the AGMA “Help with Rent Team” which is based in Stockport.

**3.7 Support for the UC service centre and manual processing of CTS notification-**  
This work will be administered by the Benefits Team as part of mainstream work.

3.8 The draft agreement with the DWP for the UC pilot period to March 15 is set out in the Delivery Partnership Agreement (DPA) which is attached at Appendix B this is a draft document for comment by scrutiny prior to consideration by the Executive for sign-off.

3.9 The DPA sets out what is required of the Council (as outlined above) and the DWP for the period of the UC pilot running to March 2015. Schedule 2 of the DPA sets out the funding for the Council for carrying out these activities. The negotiated total funding will be £66.3K which will adequately cover the likely costs incurred.

#### **4. Local Support Services Framework (LSSF)**

4.1 The Local Support Services Framework (LSSF) is a document which sets out the Local Authority role in the delivery of Universal Credit. It is still in draft form and will not become finalised until late 2015 when UC is more widely rolled out. AGMA Chief Executives have discussed the importance of having the right conditions and environment in place to support the rollout and the potential impact on our most vulnerable residents.

4.2 The key issue for LAs is how UC will link with and influence a range of other services provided to UC claimants and their families. When it is fully rolled out the Local Support Services Framework (LSSF) will support claimants to make the transition to UC, extending help to those who require additional help. There will be a huge overlap with the Public Service Reform (PSR) agenda and those residents requiring additional support to reduce dependency.

4.3 In partnership with the DWP, Greater Manchester (GM) through the New Economy are keen to test and learn how Public Service Reform activity including for example Troubled Families and European Social Fund activity could support the delivery of wider “into work” services within the UC environment. This will be achieved by

developing a limited number of pilots across GM to learn from new models to support the wider rollout of UC in future years

- 4.4 Stockport submitted proposals which have been selected to pilot. Details are still being negotiated with the DWP but it is likely these will be successful and the pilot will go live before the end of October 14
- 4.5 The pilot will run alongside the UC pilot outlined at 3. The focus will be on longer term unemployed people who fall outside the initial cohort to claim UC. The learning will inform the LSSF with experience of working with more complex cases of long term unemployed and people with families.
- 4.6 It is proposed that a second LA member of staff will be placed at the job centre. They will work closely with the Work Coaches to identify (with the claimant's permission) those people who are already known to the LA or should be known to the LA through Supporting Families or Supporting People because of their complex needs.
- 4.7 When a link is identified close working will enable the Claimant Commitment to be incorporated into the support plan and for any information about support needs to be passed to the Work Coach (with consent from the customer) to ensure that the goals in the claimant commitment or associated My Work Plan are realistic. This means that in some cases the DWP may for example relax conditionality if a customer is found to have a drug and/or alcohol issue and is engaging with treatment services.
- 4.8 Findings from the pilot will be very closely monitored to assess if the closer working results in claimants moving into work more quickly and so reducing their dependency on benefits and improving their life chances.

## 5. Risks

- 5.1 **Loss of information** – LA's will not necessarily be aware of who is receiving UC. Claimants will be required to make a claim for Council Tax Support (CTS) rather than it being awarded automatically as at present. Evidence from the pilot LA's suggests people do not always make the CTS claim. This will add to the complexity of collection of Council Tax and for Stockport Homes (SHL) in collecting rent. Currently information about who is in receipt of UC cannot be shared with Landlords (including SHL). Consideration is being given to changing this, it is likely to have been resolved by the time Stockport goes live.
- 5.2 **Impact on collection (council tax / rent)** – Universal Credit is not paid until five weeks after someone becomes unemployed and the award is not automatically notified to the LA. It may be some time after the date of entitlement that we become aware of a need for (CTS). The current CTS scheme does not permit backdating. While this could have a positive impact on the amount available to collect the collection of this initial period of liability before the CTS claim is made will be difficult.
- 5.3 **Alternative Payment Arrangements** -The default position is that the housing element of UC will be paid directly to the claimant rather than the landlord with only the most vulnerable having payments to landlords, this is called an "Alternative Payment Arrangement" (APA). Whilst this remains the preferred option there is a clear softening of the DWP stance on this, it is likely that in the medium term a

greater percentage of APR's will be agreed during the period of migration. This will reduce the potential impact on SHL. If a tenant accrues eight weeks arrears then the LL can apply to the DWP for an APA, if UC is in payment then the APA will be put in place. This has implications for rent collection levels.

- 5.4 **Pressure on resources** – A requirement of claiming benefit is the “Claimant Commitment” which requires people to spend 35 hours per week job searching. Much of this is on-line. The need to claim UC on-line will add to the demand for IT access from unemployed people. The DWP is providing 25 “Web Access Devices” in the Job Centre from August but this will not be enough to meet demand, we are likely to have increased pressure on LA IT provision across the Borough.
- 5.5 **Access to bank accounts** – to claim UC it will be necessary to have a bank account, Post Office card accounts are not sufficient as they do not allow for direct debits. Whilst basic bank accounts will be available for most, some will find these difficult to open and are likely to turn to the LA for help. Some Credit Unions may be able to provide a suitable solution but this is not yet available in Stockport.
- 5.6 **Sanctions** – All LA's are already seeing significant impact of the DWP sanction regime in relation to existing benefits. Where someone fails in some aspect of the Claimant Commitment a benefit sanction is imposed by the DWP, benefit is reduced or stopped for a period of time. Ultimately benefit can be stopped for three years. Sanctioned claimants turn to the LA for help through the Stockport Local Assistance Scheme (SLAS). Currently this around 40 applications per week generally they would be offered help for a first sanction but not for subsequent sanctions. The numbers being sanctioned under UC are likely to increase resulting in increased pressure on the SLAS. LA's funding from the DWP for local assistance schemes ends in March 2015.
- 5.7 **Funding** – Funding for the pilot period has been agreed with the DWP and will adequately cover the LA costs, longer term funding is less clear; it is likely this will be wrapped up within a GM LSSF agreement.

## 6. Next steps

- 6.1 Whilst some money is available it is limited and so to achieve the best outcome for the claimant and the Council it is essential that provision of support for the complex cases is embedded with other work the Council is most likely already undertaking with the same families. It is hoped that the GM pilot will help to mitigate some of the risk outlined above and help to ensure that the best outcome possible is achieved.
- 6.2 Work is underway with software suppliers and staff from the Service to People Directorate to enhance the Semitae software we use for Supporting People. The officer based in the Job Centre will have access to the software which will enable a check to be made to see if claimants are already known to us and what support if any they are already receiving. This will enable an overall picture of the most complex cases to be developed and maintained and ensure that a co-ordinated and managed response to need is given. By siting this resource at the point of claim it will enable complex cases to be identified as soon as possible.

- 6.3 In the short term the gradual introduction of UC means it is preferable to treat income from UC in line with the existing provision within the Council Tax Support Scheme. Longer term there may be potential to develop a changed scheme with awards linked to banded income levels which would be more efficient to administer. This could be explored once more knowledge had been gained of the wider impact of UC.
- 6.4 The proposed Partnership Agreement will be reported to and discussed at the Adult Care Services and Housing Scrutiny Committee and the Corporate Resource management and Governance Scrutiny Committee prior to be considered by the Executive at its meeting on 30 September 2014. It should also be noted that a DWP representative will be available at the Scrutiny / Executive meetings and will also be attending an SHL/RSL forum on 3 September and a Private Landlords Forum on 8 October.
- 6.5 DWP staff will provide training for Council staff on the LA role in UC delivery; this will be on the basis of train the trainer to enable it to be cascaded to all appropriate staff prior to the go live date of 17 November.
- 6.6 A very recent Government Announcement has indicated that there is likely to be a reconsideration of the removal of funding for Local Assistance Schemes from next April. This will ensure the Authority is in a better position to help people affected by the change to Universal Credit.

## **7. Scrutiny**

- 7.1 The report has been considered by the Adult Social Care and Housing Scrutiny Committee and Corporate, Resource, Management and Governance Scrutiny. The key comments made by scrutiny were
- The need to learn from the pilots across Greater Manchester in relation to new models to support the wider rollout of Universal Credit in future years – continued dialogue with other North West Authorities will ensure this is the case
  - The need to support people who are identified as needing Personal Budgeting Support. (PBS) – the proposal to base staff in the Job Centre to deliver PBS as quickly as possible and the use of both the Help With Rent Team for outreach work and the Councils Debt Advisors for complex cases will ensure extensive provision is in place
  - The requirement of claiming benefit is the “Claimant Commitment” which requires people to spend 35 hours per week job searching would put demand on Council IT provision across the Borough especially in libraries – the Claimant Commitment and the need for 35 hours of job searching is already in place and to date facilities have been sufficient, this is an area which will be kept under review.

## **8. Recommendations**

- 8.1 That the content of the report and the Delivery Partnership Agreement be noted and agreed.

## BACKGROUND PAPERS

There are none

Anyone wishing to inspect the above background papers or requiring further information should contact Alison Blount on Tel: 0161 474 5107 or by email on [alison.blount@stockport.gov.uk](mailto:alison.blount@stockport.gov.uk)



## Appendix A

<b>Stockport Borough Council</b>							
	Nov	Dec	Jan	Feb	Mar	Total	Assumption
Claims	294	483	755	567	598	2817	
On-line supported access simple	15	24	38	28	30	141	5% of claims
on-line supported access complex	0	0	0	0	0	0	Nil until managed migration
PBS simple	11	18	28	21	22	106	5% of claims require PBS 75% simple
PBS complex	4	6	9	7	7	35	5% of claims require PBS 25% complex
LCTS notifications	59	97	151	113	120	563	10% increasing to 20% with couples
HB queries	118	193	302	227	239	1127	20% increasing to 40% with couples
Complex housing cases	15	24	38	28	30	141	5% of claims

**DATED 2014**

**(1) DEPARTMENT FOR WORK AND PENSIONS**

**and**

**(2) STOCKPORT BOROUGH COUNCIL**

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**UNIVERSAL CREDIT DELIVERY PARTNERSHIP AGREEMENT**

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**BETWEEN:-**

- (1) The Department for Work and Pensions whose principal place of business is at Caxton House, Tothill Street, London, SW1H 9NA (the Department); and
- (2) Stockport Borough Council, Town Hall, Edward Street, Stockport, SK1 3XE ('the Council'),

**IT IS AGREED** as follows:-

**1. BACKGROUND**

- 1.1. A feasibility review undertaken in the summer of 2012 identified areas of new challenge for claimants of Universal Credit in certain circumstances. These are:
  - Making initial contact through the best channel
  - Getting online to make and then manage their claim
  - Receiving budgeting support to become financially self-sufficient.
- 1.2. From April to October 2013 the Department has had Delivery Partnership Agreements ("DPAs") in place with local authorities in the Pathfinder areas to ensure that people in such circumstances can readily obtain the support they need to access Universal Credit services and to move closer to and into work wherever possible. .
- 1.3. Partnership working between agencies involved with providing services to claimants with complex needs is seen as the key enabler to unlocking the potential in claimants with additional requirements.
- 1.4. As part of UC Live Service Stockport Borough Council have agreed to be a delivery partner from 17/11/2014 to 31/03/2015 in accordance with this DPA.
- 1.5. The Department will work in partnership with the Council, to deliver the services required by these claimants, recognising that the Council will deliver its services (as set out in Schedule 1) at a local level in a flexible and responsive way that makes the best use of its existing local capacity, infrastructure, partners and supply chains .
- 1.6. Partnership working is crucial to the delivery of this agreement and will lay the foundations upon which the Local Support Services Framework will be developed and subsequently delivered. The following partnering principles will apply as the Department and the Council move forward. The Department and the Council are:
  - committed to working together to improve performance, efficiency and the quality of claimants' experience of services;

- in agreement that they have key roles to play in identifying, leading and participating in partnerships working;
- in agreement that, wherever possible, partnership working should be based on and leveraged against infrastructure and services that are already in place, building on existing successful partnerships and taking learning from these successful models;
- in agreement that they will continue to seek, through discussion, opportunities to further help to develop, test and trial the early implementation of any jointly agreed initiatives and best practice that will further support the ambitions of the wider Department and the Council and other local authorities in the delivery of the LSSF.

1.7. During the period of this agreement the Department will continue to accept new claims to UC from claimants, in the designated post code areas, who satisfy the UC eligibility criteria. It is recognised that this claimant group may change as a result of changes in circumstance once the claimant is in receipt of UC.

1.8. Where a subsequent change in the UC eligibility criteria causes the volumes to differ from the projected volumes on which this agreement is based and or volumes change for any reason, the Department and the Council will enter into discussions to re-negotiate the funding.

## **2. PARTICIPATION IN UC LIVE SERVICE**

2.1 Each of the Department and the Council shall participate in UC live service, performing the acts, functions and roles assigned to it by the Parties in accordance with the outline of the services and activities set out in Schedule 1.

2.2 The Council shall inform the Department in writing of the identity of any organisation which the Council employs or engages to assist the Council in performing any act on behalf of the Council or in performing any of the functions or roles of the Council in the UC live service.

2.3 Nothing in this Agreement shall be deemed to constitute a partnership under the Partnership Act 1890 or the Limited Partnerships Act 1907, joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Department and the Council.

## **3. PAYMENT BY THE DEPARTMENT**

3.1 The Department will pay the Council on presentation to the Department by the Council of a valid invoice in such form and containing such information as the Department reasonably requires for the costs incurred by the Council in providing those services and activities and in accordance with the funding arrangements set out in Schedule 2. Payment will be subject to validation by the Department which may include additional information being requested by the Department.

3.2 Subject to clause 3.1 the Department will pay the Council for the costs incurred by the Council in providing the services and undertaking the activities set out in Schedule 2 during the month for which the invoice is presented within 20 Business Days of the date of the presentation of the invoice

#### **4. MANAGEMENT INFORMATION**

4.1 The Council will provide the following information each month to the Department and on an 'ad-hoc' basis (as agreed by parties on an exceptional basis), in such format and/or media as the Department reasonably requires:

- Number of claims to Universal Credit made using the Council's personal computers or other devices including a breakdown detailing:
  - Number of claims requiring no assistance (access to PC/internet only) (where available)
  - Number of claims required some assisted services (e.g. help to get online but were then able to complete the claim process with minimal further assistance)
  - Number of claims requiring additional support (i.e. one to one assistance needed in order to complete the claim process)
- Volume of referrals to personal budgeting support received;
- Volume of referrals to personal budgeting support that resulted in telephone advice by the Council (or provider)
- Volume of referrals to personal budgeting support that resulted in face to face advice by the Council (or provider)
- For each claimant, details of:
  - Date referral received from the Department
  - Who delivered Personal budgeting support (the Council or 3rd sector provider)
  - Personal budgeting support provision details - date, channel(s), frequency, offering
  - Outcomes i.e. completed action plan and/or knowledge check
  - Failure of claimant to attend and reason why
  - If alternative payment arrangements can be removed because claimant now able to manage
- Number of claimants referred to the Department from the Council for personal budgeting support/alternative payment arrangements consideration
- Number of manual applications to Local Council Tax Reduction Scheme processed
- Number of cases where Universal Credit service centre contacts the Council to complete the evidence gathering or makes checks on the claimant

#### **5. GOVERNANCE**

5.1 The services and activities to be undertaken by the Council will be monitored during the life of this agreement through:

- Monthly review meetings that will take place between the Council and the Department at a working level; and

- Quarterly review meetings will take place between the Council's Corporate Director, and the District Manager (DWP) or their nominated representatives

Such reviews shall include (but are not limited to) (i) the impact of the services delivered by the Council upon claimants under the UC live service; (ii) any specific issues received or raised by either party; (iii) the performance of the wider obligations of the Department and Council under this DPA; and (iv) any complaints received.

- 5.2 The Council will attend the Department's governance meetings as appropriate.
- 5.3 The Council will participate in the Department's evaluation process, to support continuous improvement and inform the future roll out of Universal Credit. This will include interviews of the Council's staff and third party service providers, where appropriate. The feedback from the evaluation interviews will be kept anonymous.
- 5.4 The Department's Partnership Manager and the Council's Head of Revenues and Benefits shall use reasonable endeavours to resolve all issues and differences arising out of or in connection with this Agreement by means of prompt discussions.
- 5.5 If the Council has a query relating to Universal Credit, in the first instance, the Council will attempt to resolve the query from existing guidance. If the query remains unresolved, the Council will complete the LA Issue Resolution Template and forward the query to the **[insert email address set up by District]** inbox for resolution. The Department will seek to resolve queries submitted within 5 working days and in exceptional circumstances within 10 working days except where the query relates to a customer where the query should be resolved as soon as possible and within a maximum of 5 working days.
- 5.6 If the Department has a query relating to UC for the Council to resolve, the Council will seek to resolve queries submitted within 5 working days and in exceptional circumstances within 10 working days except where the query relates to a customer. In these circumstances the query should be resolved as soon as possible and within a maximum of 5 working days.

## **6. CHANGE CONTROL**

- 6.1 Either the Department or the Council may propose a variation to the activities listed, in writing (including but not limited to electronic mail) to the other, and the other shall confirm in writing (including but not limited to electronic mail) to the Party who proposed the variation, whether it agrees or does not agree to the variation as soon as practicable and in any event within 30 calendar days.
- 6.2 Immediately upon agreement by the other in accordance with clause 6.1 above, the Department's nominated signatory and the Council's nominated signatory shall sign a variation whereupon the Parties shall be bound by those terms.

## **7. DATA PROTECTION AND FREEDOM OF INFORMATION**

- 7.1 Each Party shall comply with the requirements of the Data Protection Act 1998 which arise in connection with this Agreement.
- 7.2 Each Party in relation to Personal Data supplied by it to the other will be the Data Controller and the other will be the Data Processor. A Party will not Process Personal Data except as necessary for performance of the UC live service objectives, nor transfer it to any country or territory outside the European Economic Area.
- 7.3 From time to time either Party may receive requests for information relating to this Agreement and/or the UC live service. In such an event, the other Party will do all things

reasonably necessary to assist the Party, who received the request, in meeting the requirements of the Freedom of Information Act 2000 within the timescales set out in it.

## **8. CONFIDENTIALITY**

- 8.1 Both Parties must ensure that they (and any person they employ or engage) only use Confidential Information belonging to the other for the purposes of the UC live service and neither Party shall disclose Confidential Information of the other without the other's prior written consent.
- 8.2 Both Parties shall be allowed to disclose Confidential Information to any person who they employ or engage in connection with the UC live service provided that that other person is bound by confidentiality obligations substantially the same as those set out in this clause 8.
- 8.3 This clause 8 shall continue to apply after this contract has ended but it shall not apply at any time to information which is or comes into the public domain or which is required to be disclosed by law or to an auditor or regulator of a Party.

## **9. TERMINATION**

- 9.1 Each Party shall have the right to terminate their participation in the UC live service at any time by giving 1 month's written notice to the other. Notwithstanding clause 9.2, termination or expiry of the UC live service shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Agreement prior to termination or expiry.
- 9.2 In the event of either Party terminating their involvement under clause 9.1, the Department shall reimburse to the Council any properly and reasonably committed expenditure of the Council which is within the funding envelope set out in Schedule 2 only to the extent that such expenditure has or will have been incurred by the Council and cannot be avoided or mitigated despite the use by the Council of its best endeavours

## **10. RIGHTS OF THIRD PARTIES**

- 10.1 A person, who is not a Party to this Agreement, has no right to enforce any term of this Agreement.

## **11. SEVERABILITY**

- 11.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid provision eliminated.

## **12. DISPUTE RESOLUTION**

- 12.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Agreement within 42 days of a Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to chief officer level in the Council and Universal Credit Programme director level in the Department.

## **13. LAW AND JURISDICTION**

- 13.1 Subject to the provisions of clause 12.1, the Department and the Council accept the exclusive jurisdiction of the English courts and agree that this Agreement is to be governed by and construed according to English Law.



**14. INTERPRETATION**

14.1 Schedule 3 shall have effect.

**SIGNED on behalf of the Department** )  
**for Work and Pensions** by an )  
Authorised Signatory )

Authorised Signatory

**SIGNED on behalf of (*Insert LA name*) Council**  
by an Authorised Officer

Authorised Officer

## **SCHEDULE 1**

### **UNIVERSAL CREDIT SERVICE PROVISION**

#### **PART 1**

The Department will:

- provide reasonable support to the Council in the development and implementation of local service provision;
- provide timely and relevant guidance and products to inform delivery of local service provision;
- provide timely data to support the Local Council Tax Reduction Scheme. Subject to the claimant's consent such information to include a breakdown of housing costs for each claimant.

#### **PART 2**

The Council will:

- ensure agreed local service provision is available from (Insert date);
- comply with the Department's governance and evaluation processes which are notified to the Council in writing;
- monitor the impact and take appropriate actions to mitigate the impact on current business relating to administering the housing benefit provision as a result of the introduction of UC;
- inform the Department of any potential barriers to the delivery of local service provision;
- participate in discussions with the Department, pursuant to the Partnering Principles, that will further support the ambitions of the wider Department and Local Authorities in the delivery of the LSSF. Where deemed appropriate, and as a result of those discussions, any resultant changes to this Agreement will be subject to agreement in accordance with the Change Control procedures contained in this Agreement.

The Council will undertake the following services and activities:

- Provide support to UC Service Centre staff around housing issues that may arise. This will be achieved through:
  - Identifying named points of contact for Universal Credit Service Centre staff
  - Providing expertise for complex housing issues

- Responding to requests for information on UC claimants current housing benefit claim status within 2 working days
- Complete and return the MGP1 (LA) within 5 working days of receipt of the request. A reminder will be issued after this time has lapsed but the non-return of the completed form may result in an incorrect Universal Credit award.
- Support for claimants to get on-line and stay on line. This will be achieved through:
  - Identifying PC/public internet sites across Stockport Borough Council
  - Identifying which of these locations will have trained staff present to provide 'supported access';
  - Publicising these services to residents of Stockport;
  - Providing the necessary Management Information to support number of claimants assisted.
- Manual processing for Local Council Tax Reduction Scheme. This will be achieved through:
  - Providing the necessary resource to undertake this activity;
  - Agreement to data set that will be provided by the Department;
  - Manually inputting agreed data into the Council's systems;
  - Responding to the Department's queries around Local Council Tax Reduction Scheme;
  - Providing the necessary Management Information.
- Support for claimants with complex needs and in particular those who require personal budgeting support. This will be achieved through:
  - Processing personal budgeting support referrals from the Department including those claimants who have alternative payment arrangements;
  - Identifying the appropriate channel, frequency and provider to deliver personal budgeting support (may not be the Council) and referring the claimant to the right place within the set time frame – set at 2 weeks;
  - Providing (or arranging provision of) telephone or face to face Personal budgeting support and follow up action as appropriate;
  - Report the outcomes of Personal budgeting support provision against the agreed outcome measures; knowledge check, budgeting action plan;
  - Providing the necessary Management Information relating to personal budgeting support including the number of claimants assisted;

- Referring claimants to the Department who need personal budgeting support (but have been missed in the core process);
  - Referring claimants to the Department who may need an alternative payment arrangement e.g. because of rent arrears or vulnerability.
- 
- Work with Universal Credit Programme in preparing landlords'. This will be achieved through:
    - Hosting landlord forum for Universal Credit;
    - Working with landlords to help get claimants on-line
    - Signposting landlord queries to the Department for resolution;
    - Promoting the appropriate use of online channels within the RSL community in Stockport

## SCHEDULE 2

### FUNDING ARRANGEMENTS

The total UC cost under this Agreement shall not exceed £66.3k (excluding VAT) by 31 March 2015.

Funding is linked to the delivery of the agreed services and activities as set out below (as more particularised in Part 2 of Schedule 1)

The full breakdown of the agreed total cost of UC Live Service roll out in Stockport Council is shown in the table below. (For the avoidance of doubt, in the event that the delivery of a particular service or activity as detailed in the table below exceeds the volumetric on which the costs are based, the total cost of delivery for such service or activity shall not exceed the figure as provided in the corresponding line entitled UC live service breakdown of total Cost in the table below):

<b>Service</b>	<b>Volumetric on which costs based</b>	<b>UC Live Service roll out breakdown of total Cost £k (2014/15)</b>
PBS set up	[One off cost]	1
PBS operate	30 per month	4
LCTRS Manual processes	110 per month	12
Communications & Landlord Activity	[One off cost]	5
Claimant Online Support (including staff training)	30 per month	3
Housing support for Service Centre	250 per month	37.3
Management		4
<b>Total</b>		<b>66.3</b>

### SCHEDULE 3

#### INTERPRETATION

Unless the context otherwise requires, the following words and expressions shall have the following meanings:-

<b>“Agreement”</b>	means this agreement between the Parties including its schedules.
<b>“Business Day”</b>	means a day other than a Saturday or Sunday on which banks in the City of London are open for the taking of deposits
<b>“Confidential Information”</b>	means information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored), information the disclosure of which would, or would be likely to, prejudice the legitimate interests of any person, and all Personal Data
<b>“Council”</b>	means Stockport Borough Council
<b>“Data Controller”</b>	bears the meaning ascribed to it in the Data Protection Act 1998.
<b>“Data Processor”</b>	bears the meaning ascribed to it in the Data Protection Act 1998.
<b>“DPA”</b>	means a delivery partnership agreement between the Department and a local authority in which they agree to work together to deliver local support services to Universal Credit claimants.
<b>“Department”</b>	means the Department for Work and Pensions whose principal place of business is at Caxton House, Tothill Street, London SW1H 9NA.
<b>“Local Support Services Framework”</b>	sets out the principles for delivering localised support services to people who might need extra help to make or maintain a claim for Universal Credit.
<b>“Management Information”</b>	means information of the kinds mentioned in clause 4.
<b>“Pathfinder”</b>	means the localised Universal Credit claimant support services which were provided by one of 4 local authorities in the period 29 April 2013 to 27 October 2013.
<b>“Partnership Principles”</b>	means the principles set out in clause 1.6.
<b>"Party"</b>	means the Department and/or the Council and <b>“Parties”</b> shall be interpreted accordingly.

<b>“Personal Data”</b>	bears the meaning ascribed to it in the Data Protection Act 1998.
<b>“Process”</b>	bears the meaning ascribed to it in the Data Protection Act 1998.
<b>“Universal Credit”</b>	bears the meaning ascribed to that expression by the Welfare Reform Act 2012
<b>“UC live service ”</b>	means the localised Universal Credit claimant support services which are to be provided by local authorities in the period xx xx 2014 to 31 March 2015, an outline of which is set out in Schedule 1

- 1.2 The interpretation and construction of this Agreement shall be subject to the following provisions:-
- 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa and words importing the masculine include the feminine and neuter;
  - 1.2.2 the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
  - 1.2.3 headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement;
  - 1.2.4 references in this Agreement to any clause or sub-clause or schedule without further designation shall be construed as a reference to the clause or sub-clause or schedule to this Agreement so numbered; and
  - 1.2.5 in the event and to the extent only of any conflict between the clauses and the content of the schedules, the clauses shall prevail over the content of the schedules.

## Schedule 4

### OPERATIONAL READINESS CERTIFICATE BUSINESS READINESS CERTIFICATE

#### Universal Credit, Local Authority UC live service

<b>Universal Credit, Local Authority Business Readiness Certificate</b> <b>Complete prior to Go-Live Date (<i>Insert Date</i>)</b>	
Local Authority:	Stockport Borough council
Name of the person completing this BRC:	

I can confirm that Stockport Borough Council is ready to deliver the services contained within the Delivery Partnership Agreement in support of Universal Credit live service from 17<sup>th</sup> November 2014.

Signed \_\_\_\_\_

Date \_\_\_\_\_