

DATED \_\_\_\_\_ 2014

(1) DEPARTMENT FOR WORK AND PENSIONS

and

(2) *[Insert LA Name...]* COUNCIL

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UNIVERSAL CREDIT DELIVERY PARTNERSHIP AGREEMENT

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THIS AGREEMENT is made on

2014

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) *[Insert LA name and address]* ('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 *[Insert LA Name]*. Council have agreed to be a delivery partner from *XX/XX/2014* to *XX/XX/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 PROGRESSIVE NATIONAL ROLL OUT**

- 2.1 Each of the Department and the Council shall participate in UC progressive national roll out, 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 progressive national rollout
- 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 enquiries made regarding Universal Credit either face to face or by telephony; (where available)
  - Number of claimants referred to the Universal Credit website; (where available)
  - 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;
- Any potential barriers to the delivery of local service provision;
- 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 Chief Executive, 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 progressive national roll out; (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 Cabinet Member for **[insert title of relevant Cabinet Member]** 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 progressive national roll out 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 progressive national roll out . 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 progressive national roll out 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 progressive national roll out 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 progressive national roll out at any time by giving 1 month's written notice to the other. Notwithstanding clause 9.2, termination or expiry of the UC progressive national roll out 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
- Support for claimants to get on-line and stay on line. This will be achieved through:
  - Identifying PC/public internet sites across *(Insert name of Borough or County) County*
  - Identifying which of these locations will have trained staff present to provide 'supported access';
  - Publicising these services to residents of *(Insert name of area covered, eg Town or Borough)*;
  - 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 *(Insert name of area covered, eg Town or Borough)*

## SCHEDULE 2

### FUNDING ARRANGEMENTS

The total UC cost under this Agreement shall not exceed £xxxk by *(insert date)*

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 *(Insert LA name)* 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 Progressive National Roll out breakdown of total Cost in the table below):

Service	Volumetric on which costs based	UC Live Service roll out breakdown of total Cost £k (2014/15)
PBS set up	[One off cost]	Xxx
PBS operate	Xx per month	Xxx
LCTRS Manual processes	Xx per month	Xxx
Landlord Activity	[One off cost]	Xxx
Claimant Online Support (including staff training)	Xx per month	Xxx
Housing support for Service Centre	Xx per month	Xxx
<b>Total</b>		<b>Xxx</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 [ <i>Insert LA name</i> ] 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 progressive national roll out "</b>	means the localised Universal Credit claimant support services which are to be provided by local authorities in the period 28 October 2013 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 progressive national roll  
out

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

I can confirm that (*insert LA name*) Council is ready to deliver the services contained within the Delivery Partnership Agreement in support of Universal Credit progressive national rollout from (*insert date*).

Signed \_\_\_\_\_

Date \_\_\_\_\_

