

READING BOROUGH COUNCIL
REPORT BY MANAGING DIRECTOR

TO:	POLICY COMMITTEE		
DATE:	20 JULY 2015	AGENDA ITEM:	11
TITLE:	UNIVERSAL CREDIT		
LEAD COUNCILLOR:	COUNCILLOR LOVELOCK	PORTFOLIO:	CORPORATE SERVICES
SERVICE:	CUSTOMER SERVICES	WARDS:	BOROUGHWIDE
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1. PURPOSE OF REPORT AND EXECUTIVE SUMMARY

1.1 This report sets out the partnership agreement between Reading Borough Council and the Department for Work and Pensions (DWP) to deliver Universal Credit (UC) services from September 2015. Local arrangements for service delivery in the form of a Delivery Partnership Framework (DPF) are also set out in the report.

1.2 The following documents are attached:

Appendix A: Universal Credit Delivery Partnership Framework

2. RECOMMENDED ACTION

2.1 That the principles of the Delivery Partnership Framework between Reading Borough Council and the Department of Work and Pensions as set out in the appendix to this report be approved.

2.2 That the services to be provided directly by Reading Borough Council as set out in paragraph 5 of this report be noted.

2.3 That the Head of Customer Services, in consultation with the Leader, be delegated authority to administer the Universal Credit service and make adjustments to its delivery as required to ensure it best meets the needs of residents within the resources available.

3.0 POLICY CONTEXT

3.1 The Welfare Reform Act 2012 introduced widespread changes to the existing benefits system. The Act abolished Council Tax Benefit and committed to rolling up a series of other existing benefits allowances and tax credits into a single payment called Universal Credit.

3.2 Universal Credit has been introduced in a managed way, beginning with pathfinder schemes in a number of areas to assess the impact on both services and claimants, and progressively rolling it out nationally from October 2013. The transition from

the current system of benefits and tax credits to Universal Credit will be gradual and it is expected to be completed by the end of 2017.

- 3.3 In October 2014 the Secretary of State for Works and Pensions issued a ministerial statement confirming that UC is to be rolled out '*... from February 2015 to all remaining job centres and Local Authorities for new single claimants previously eligible for Jobseekers Allowance, including those with existing Housing Benefit and Tax credit claims.*'

Reading and a number of other Berkshire authorities will be included in the phased introduction from September 2015.

- 3.4 Government guidance (Universal Credit - Local Support Services Framework Nov 2013) stated that local government has a key role to play in identifying, leading, facilitating and commissioning partnerships to deliver universal credit support services. The voluntary sector and social housing providers often have a lead role in local delivery partnerships, and in particular in identifying who needs help and in what form.

- 3.5 According to the Reading Borough Council Corporate Plan 2015, despite the high levels of employment, prosperity, educational attainment, and good health enjoyed by many people within Reading there are gaps where some residents are left behind; find it difficult to get work that pays enough to cover day-to-day essentials and to secure decent housing. They may be less able to maintain good health or, through no fault of their own, face difficulties in leading an independent life that the majority of residents enjoy. Our priority for 2015-2018 remains to narrow the gaps within Reading.

In addition the Corporate Plan states that where possible we will use digital technologies for providing information and doing business with customers. However, we will do all we can to ensure people are not left behind by supporting customers to self-serve, continuing to offer free public access IT in our facilities and will work with partners and volunteers to offer IT support and training in community settings using computers, email, social networking, online shopping and banking so that people can access better deals.

4.0 BACKGROUND

- 4.1.1 UC is a means-tested benefit for people of working-age. The structure of UC is intended to be simpler than the current system of benefits and Tax Credits as it is not specifically an 'in work' or 'out of work' benefit. It is one credit for people whatever their employment status. Because of this, it is intended to ease the transition into and out of work as people won't need to transfer to a different benefit as their situation changes.

Universal Credit replaces the following benefits:

- income-based Jobseeker's Allowance
- income-related Employment and Support Allowance
- Income Support
- Child Tax Credits
- Working Tax Credits
- Housing Benefit

- 4.1.2 The main differences between Universal Credit and the current welfare system are:

- Universal Credit will be available to people who are in work and on a low income, as well as to those who are out of work
- most people will apply online and manage their claim through an online account
- Universal Credit will be responsive - as people on low incomes move in and out of work, they'll get ongoing support, giving people more incentive to work for any period of time that is available
- most claimants on low incomes will still be paid Universal Credit when they first start a new job or increase their part-time hours
- claimants will receive just 1 monthly payment, paid into a bank account in the same way as a monthly salary
- support with housing costs will go direct to the claimant as part of their monthly payment

For those claiming Universal Credit, there will be significant changes in the way they claim benefit which will be online, and the way they are paid, which will be monthly in arrears, to cover all costs including rents. This assumes a level of digital competency; budget management; and an initial financial resource that allows for payments in arrears.

- 4.1.3 It is recognised that the transition onto UC will be harder for some claimants than others, and there is a need for varying levels of support. In February 2013 the DWP published the Local Support Services Framework, later re-branded in 2014 as Universal Services - delivered locally. This document identified the support that DWP state people would need to make the transition on to UC and acknowledged that there would be a role for delivery partners such as the local authority.

The Universal Services - Delivered Locally programme has still to be defined. In the interim the DWP has published a Delivery Partnership Framework (DPF) which lays out the expectations of the role of local authorities in the implementation of UC which is expected to be superseded by Universal Services - Delivered Locally after the first year of running. The DPF also sets out the funding offer to local authorities to deliver these services either directly or through a commissioning route.

- 4.2 The DPF is prepared between the DWP and the local authority in each area where UC is to be introduced. The DWP will work in partnership with the local authority to deliver the services required by claimants of UC following Universal Support principles and delivered locally, recognising that the Partnership will deliver services that are flexible and sensitive to local needs, with the ultimate aim of delivering a joined up and coherent journey between services for the claimant. The services and funding offer are set out in Schedule A of this report.

Reading Borough Council will be responsible for ensuring that the agreed services are in place from 21st September 2015, and that agreed monitoring and information sharing is in place.

DWP funding for the DPF includes initial set up and administration costs, as well as casework based-funding. The sum of 36,393.00 plus vat (£43,671.60 including vat) has been advised over the period September 2015 to March 2016 and will be paid on a monthly basis in arrears. It should be noted however that elements of this funding are subject to actual transactions processed and is therefore not guaranteed.

Agreement Timescales

The attached DPF is for a 6 month period only from September 2015 to 31 March 2016 to help both the DWP and RBC test their systems and ensure that any

problems are resolved when numbers are low. A new agreement will be negotiated for the period 1 April 2016 to 31 March 2017 when numbers are likely to increase and support requirements may become more complex. There is no information as yet about the funding for that period, but it is not anticipated that significant structural changes will be introduced.

A further and separate agreement will be negotiated from 1 April 2017 onwards with the introduction of full Universal Support, again with no information about funding at this stage

4.3 Forecast claims

Services/ funding is estimated primarily as a percentage of a total of 1413 DWP forecast claims in the period October 2015 to March 2016 as follows:

Service	Funding base estimate	DWP Est. figures 2014/15
Online supported access	5% of claims	71
Personal Budgeting Support (straightforward)	5% of claims	54
Personal Budgeting Support (complex)		18
Support for Universal Credit Service Centre	20% of claims based on those with housing costs	68
Local Council Tax Reduction Scheme	20% of claims based on those with housing costs, ends when automated in October 2015	283
Management costs	0.5FTE, reducing to 0.25 FTE as services become business as usual	£15,960

5. Universal Credit Support Services and the Delivery Partnership Framework

5.1 The Universal Support Principles acknowledge that some people will need extra support, including while they transition from the current benefit system to UC. In particular, some claimants will require support with:

- Triage and explaining the new services, particularly while they are being introduced in incremental stages;
- Assistance with making claims online and managing their UC account online;
- Advice to help them manage their money under UC's monthly payment arrangements and ensure that rent and cash flow is well managed

Claimants who need extra support have been identified in the following categories:

- Mental health issues, Learning difficulties, Physical disabilities, Sensory disabilities
- Drug or alcohol addiction, Gambling addiction
- English language limitations, Literacy difficulties, Numeracy difficulties
- Prisoners & Detainees
- 16 and 17 year olds, Over 18 care leavers
- Supported by the Troubled Families programme
- Non EEA - including refugees, Working abroad
- Domestic violence victims
- Severely indebted
- MAPPA claimants
- Rural isolation

5.2 OPTIONS

There are two options in relation to the DPF service delivery:

a) **Services kept in house - recommended for September 2015- March 2016**

The DPF agreement would help provide additional capacity for debt advice and administrative resource to support the monitoring required. Other services would be absorbed e.g. help with form- filling.

This would provide a simple and streamlined service for clients, with manageable reporting and invoicing mechanisms for making claims. There would be clear communication for referrals from the local Job Centre Plus.

b) **Services provided in partnership with other agencies - potential for April 2016 onwards**

Two local advice agencies have suitably qualified debt advisors, (or individuals in training), who potentially could provide an independent resource for non-council tenants. In other areas already supporting Universal Credit a full time member of staff has been seconded from the local CAB to undertake home visits, and to provide an independent advice resource for Council clients.

While an independent partner would introduce additional complexity around making appointments, managing reports and invoicing, customers would benefit from a trusted independent source of advice and support, in particular for vulnerable clients.

In the longer term with higher numbers of residents needing support, a partnership way of working with one or more local advice agencies could increase our capacity to assist with online form filling; provide home visits; and allow us to refer more easily to partners agencies with a presence in customer services.

5.3 Operational issues

- 5.3.1 The public services defined by DWP and contained within the DPF are intended to support the more vulnerable UC claimants who may not otherwise be able to manage the transition independently. The key elements focus on online support and personal budgeting advice.

What is most notable in the DPF is the level of provision expected by the local authority compared to the DWP. While the DWP will assess UC at their Benefit Delivery Centres, local authorities would be responsible for the delivery of frontline support.

5.3.2 DWP require advice from local authorities

- to support their UC delivery centres in the closing down of Housing Benefit claims
- in regard to complex housing cost assessments within the UC calculation
- to adjust Council Tax support claims at the point that UC is claimed
- to assist DWP in raising awareness among landlords and ensuring that they are in a position to support tenants in their UC claim

The DPF does not consider other impacts that UC will bring to local authorities, including:

- increased demand on other services due to financial and social impacts of UC
- loss of income, e.g. from council rents as rents are no longer paid directly to the rent account

Nor does the DPF define the UC delivery centres' service standards to give assurances that backlogs won't accumulate, or details channels for cases to be prioritised, such as private eviction cases. This leaves the local authority at risk of being unable to cope with demand should there be delays in the assessment process.

- 5.3.3 Furthermore there is a lack of access for claimants, landlords, local authorities and other advice organisations to information relating to claims. Although there are steps to reduce the barriers around data sharing, the systems are not in place to enable information to be obtained e.g. at present local authorities can use the DWP's IT system to access DWP benefit data, this is not expected to be available under universal credit.

This lack of access may restrict the effectiveness of the advice given, further frustrate private landlords whose stock is already in short supply for benefit tenants and ultimately may put residents' tenancies at risk. Local authority frontline staff will not have access to the required information to advise claimants on progress or to influence the claims process.

- 5.3.4 It is envisaged that the demand for digital assistance will be limited due to the characteristics of the cohort who are single job seekers. For the limited numbers who do need additional support, this will place pressure on local advice organisations and Reading Borough Council frontline staff - this type of form filling support is not included in current initiatives to promote digital inclusion.

- 5.3.5 Personal Budgeting Support has been considered by the DWP and their guidance states that money advice is to be offered to help claimants cope with managing their money on a monthly basis and paying their bills on time. Support will be offered online, by phone, or face to face by organisations with the relevant experience to do this.

- 5.3.6 Alternative Payment Arrangements (APAs) are made available for some claimants who cannot manage a monthly payment and where there is a risk of financial harm to the claimant or their family. This might include rent paid directly to the landlord, a more frequent than monthly payment, or a split payment between partners.

- 5.3.7 The guidance documents sets out considerations for decision makers on how to assess a need for money advice and/or APA. Claimants will be triaged by their Job Centre Plus work coach at their Initial Work Focused Interview, or, for existing claimants, at the point at which they migrate onto UC. Once the claim is in payment a need for money advice could be triggered by information provided by the claimant, representative, or landlord e.g. where rent arrears are accruing.

6 Service delivery Proposals

6.1 Personal budget support (PBS)

DWP will refer claimants that require PBS to Reading Borough Council for an appointment with an RBC advisor. It is envisaged that a maximum of 54 claimants in 2015/16 will need straightforward support with their budget, with a 1 hour session sufficient for most people but possible call-back if they are not prepared for the appointment. Around 18 people will need complex budgeting support for 4-

6 hours or longer, with repeated appointments to ensure that they are managing their budget and any debts. These individuals are likely to be vulnerable.

- 6.2 Supporting UC claimants get online and stay online
While the majority of individuals will be able to manage to complete an online application form for UC, the DWP recognises that an estimated maximum of 71 cases in Reading will need extra support. In some cases this will be a simple matter of making the technology available at RBC venues such as libraries, where digital volunteers will support individuals to get online.
- 6.3 Support for the UC Service Centre
The UC Service Centre requires support around housing issues that may arise, in particular responding to requests for information on UC claimants' current housing benefit claim status within 2 working days, and providing expertise on complex housing issues. Reading Borough Council will be required to provide named contacts for UC Service Centre staff. Support is estimated at a maximum of 283 claimant enquiries.
- 6.4 Support for Local Council Tax Reduction Scheme (LCTRS)
Reading Borough Council will have to respond to any DWP queries about the LCTRS - an estimated maximum of 68 claimants. In the first instance there will be a need for manual processing of LCTRS in relation to UC, and while it had been hoped that new systems would be in place by the end of October for electronic processing, there have been delays in the rollout of this national programme. However, our own systems need to be reviewed to ensure that they are fit for purpose for pressure caused by a claim for UC. Currently these cannot be backdated, and while housing benefits and council tax systems work together internally to ensure that there is no need to backdate claims, we cannot guarantee the same timescales for UC claimants. To ensure that claimants are not disadvantaged, we need to review both policy and processes.
- 6.5 Training
Some initial training is being provided for council staff via Job Centre Plus, which can be rolled out across council staff in relevant areas over the summer period to ensure that staff and process owners have a full understanding of the scheme implementation and referral protocols. This is DWP led.
- 6.6 Management information
Reading Borough Council must provide comprehensive management information each month to the DWP in order to trigger payments. Payment is made in arrears on the basis of a monthly invoice. The detailed information required is set out in the DPF (para 2 and para 3.1).

To ensure that reporting systems are in place and invoiced regularly, a 0.5FTE has been included in the budget for the 6 month period. When the agreement is renegotiated for 2016/17, this will reduce to a 0.25 FTE as the DWP will consider this business as usual.

7 CONTRIBUTION TO STRATEGIC AIMS

- 7.1 Objectives are in line with the Council Priorities as set out in the Corporate Plan 2015-2018 - Safeguarding and protecting those who are most vulnerable

8 COMMUNITY ENGAGEMENT AND INFORMATION

- 8.1 A communications plan has been developed to ensure that key stakeholders will be kept informed throughout the process this. This includes: -

- consultation with members on progress and strategy through lead member briefings;
- workshops with partners, including the Tackling Poverty Delivery Group
- raising awareness among staff through a series of training sessions and IRIS
- raising awareness among landlords via the Landlords Forum as well as media such as the social landlords support pack
- ensure that employers are aware of how UC affects them by working to Reading UK CIC to raise local awareness through their newsletter
- ensure that customers have access to both general information and detailed guidance about UC, how to claim and any further support needed through the RBC website and social media; tenants magazines and residents meetings

9 EQUALITY IMPACT ASSESSMENT

- 9.1 Under the Equality Act 2010, Section 149, a public authority must, in the exercise of its functions, have due regard to the need to—
- eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;
 - advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
 - foster good relations between persons who share a relevant protected characteristic and persons who do not share it.
- 9.2 An Equality Impact Assessment has not been undertaken by the Local Authority as the implementation of Universal Credit is a DWP initiative. DWP have produced an Equality Impact Assessment which is available online at www.gov.uk

10. LEGAL IMPLICATIONS

- 10.1 Local authorities may use the general power of competence, under Section 1 of the Localism Act 2011, to provide assistance to vulnerable local residents.
- 10.2 Under Section 93 of the Local Government Act 2000, the Secretary of State may pay grants to local authorities towards expenditure incurred by them in providing, or contributing to the provision of, such welfare services as may be directed by the Secretary of State, or in connection with any such welfare services.
- 10.3 A further and separate agreement will need to be entered into for the period 01 April 2017 onwards with the introduction of full Universal Support.
- 10.4 The Council accepts and acknowledges that it will be a Data Controller (within the meaning of the Data Protection Act 1998) for the purposes of personal data that flows to it from the DWP.

11. FINANCIAL IMPLICATIONS

- 11.1 The scheme is funded through a Government scheme made in arrears on invoice. The budget agreed with DWP for providing the scheme for 2015/16 is set out in the table:

Predicted Expenditure	2015/16
Support for claimants	7724
Support for DWP service centre	6074
Strategic management and set up costs	15960
Administrative costs	5396

Manual processing		1239
TOTAL		36,393
	+VAT	7278.60

11.2 Funding will be made on a monthly basis when the local authority submits an invoice for the services delivered, up to a pre-stated upper value. With the upper limit set prior to UC rollout, should demand exceed forecasts then the local authority could continue to see residents access services that they will not be reimbursed for. The DWP may be willing to agree a monthly fixed fee for the six month pilot.

11.3 There are a number of additional risks to the local authority in the rollout of Universal Credit that place pressure on finances and resources:

- additional demand on customer services by UC claimants
- increased cost of collecting rent as housing costs are paid directly to tenants
- managing increase arrears and a rising bad debt provision
- a reduction in the availability of accommodation in the private rented sector as landlords become more nervous about the financial risk benefit tenants bring
- increased council tax arrears as residents struggle to manage their monthly payments in arrears
- additional demands on other services, such as children's services, due to social impacts of financial pressures on households
- rising demand and administration costs on local authority discretionary funds such as Discretionary Housing Payments , S17 payments and the Financial Crisis Support Service
- loss in housing benefit overpayment collection as ability to collect directly form Housing Benefit is lost and the local authority will be reliant on DWP for collection from UC, in competition with other creditors
- delays in Council Tax assessment due to delays in notification of UC entitlement by DWP
- increase in Housing Benefit overpayments raised due to delays in notification of UC entitlement by DWP
- there is an additional risk that voluntary sector service may not have the services in place to scale up by the time Universal Credit Delivered Locally is rolled out after year one.

12. BACKGROUND PAPERS

- Welfare Reform Act 2012
- Response to the Welfare Reform Act - a report to Cabinet 21 January 2013
- Universal Credit pages on .GOV.UK <https://www.gov.uk/universal-credit>

(1) DEPARTMENT FOR WORK AND PENSIONS

and

(2) READING BOROUGH COUNCIL

Dated.....

**UNIVERSAL CREDIT DELIVERY PARTNERSHIP
FRAMEWORK**

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This Delivery Partnership is made on --/--/2015

BETWEEN:-

- (1) Department for Work and Pensions, whose principal place of business is at Caxton House, Tothill Street, London, SW1H 9NA (the 'Department') and
- (2) Reading Borough Council, Civic Offices, Bridge Street, Reading, RG1 2LU ('the Council')

IT IS AGREED as follows:-

- 1.1. As part of Universal Credit (UC) Live Service Reading Borough Council have agreed to be a delivery partner from 21/09/2015 to 31/03/2016 in accordance with this Delivery Partnership Framework (DPF).
- 1.2. The Department will work in partnership with the Council, to deliver the services required by these claimants, following Universal Support – delivered locally (previously Local Support Services Framework) principles, recognising that the partnership will deliver services (as set out in Schedule1) that are flexible and sensitive to local needs, with the ultimate aim of delivering a joined up and coherent journey between services for the claimant. This DPF will support national expansion of UC as an interim arrangement, until the full Universal Support offer is in place. These include:
 - Getting on-line to make their claim.
 - Receiving budgeting support to prepare and support claimants for the financial changes UC brings, specifically these include, the single household payment, the UC monthly payment and housing costs paid directly to the claimant.
- 1.3. UC has a current requirement for assistance with complex housing cost claims from the Council.
- 1.4. Partnership working is crucial to the delivery of this DPF and will lay the foundations upon which the Universal Support services will be developed and delivered.
- 1.5. 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 partnership 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 Universal Support.
- 1.6. During the period of this DPF 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.
 - 1.7. Where the actual number of claimants using the services outlined in this DPF (Schedule 1 Part 2), based upon the initial UC criteria, exceed the projected volumes in Schedule 2, the Department and the Council will enter into discussions to re-negotiate and agree any increased funding to reflect the revised volumes.
 - 1.8. Where a subsequent change in the UC eligibility criteria causes the volumes to differ from the projected volumes on which this DPF is based and or volumes change for any reason, the Department and the Council will enter into discussions to re-negotiate the funding.
 - 1.9. Both the Department and the Council shall participate in UC delivery, 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.
 - 1.10. 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 support services.
 - 1.11. Nothing in this DPF 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.

2. PAYMENT BY THE DEPARTMENT

- 2.1. 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. Invoices must be presented monthly or at agreed intervals.

- 2.2. Subject to clause 2.1 the Department will pay the Council for the costs incurred by the Council in providing the services and undertaking the activities set out in Part 2 of Schedule 1 during the month for which the invoice is presented within 20 working days of the date of the presentation of the invoice.
- 2.3. Payment is time bound and invoices need to be submitted promptly. DWP cannot make payment in advance for services that have not been delivered.

3. MANAGEMENT INFORMATION

- 3.1. 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 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);
 - Number of manual applications to Local Council Tax Reduction Scheme (LCTRS) processed;
 - Number of cases where Universal Credit service centre contacts the Council to complete the evidence gathering or makes checks on the claimant.

4. GOVERNANCE

- 4.1. The services and activities to be undertaken by the Council will be monitored during the life of this DPF 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 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 DPF including any impact on funding and (iv) any complaints received.

- 4.2. The Department's District Manager and the relevant senior Council Official Zoe Hanim or other nominees as agreed locally, shall use reasonable endeavours to resolve all issues and differences arising out of or in connection with this DPF by means of prompt discussions.
- 4.3. If the Council has a query relating to UC, 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 DWP UC Berkshire Surrey & Sussex District LA Issues inbox for resolution.

5. CHANGE CONTROL

- 5.1. 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.
- 5.2. Immediately upon agreement by the other in accordance with clause 5.1 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.
- 5.3. If the Council has a query relating to UC, 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 DWP UC Berkshire Surrey & Sussex District LA Issues 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.
- 5.4. 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. DATA PROTECTION AND FREEDOM OF INFORMATION

- 6.1. Both Parties are Data Controllers under the Data Protection Act 1998 and are joint Data Controllers for the purposes of Universal Support.
- 6.2. The Data Sharing Agreement is included in Annex 1.
- 6.3. From time to time either Party may receive requests for information relating to this DPF and/or the UC Live Service. In such 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 and the Environmental Information Regulations 2004.

7. CONFIDENTIALITY

- 7.1. 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.
- 7.2. Both Parties shall be allowed to disclose Confidential Information to any person who they employ or engage in connection with the UC support provided that that other person is bound by confidentiality obligations substantially the same as those set out in this clause 7.
- 7.3. This clause 7 shall continue to apply after this DPF 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.

8. HEALTH & SAFETY

- 8.1. Both Parties shall co-operate with the other to ensure the health, safety and welfare of their employees, claimants, customers and visitors. In particular, they shall take all reasonable steps to:
 - Inform each other of any risks arising out of each others businesses.
 - Co-ordinate the emergency procedures, including evacuation arrangements and first aid provision.
 - Co-ordinate the exchange and management of information in respect of serious offenders, potentially violent persons, staff protection lists and dangerous areas.
 - Co-ordinate the collection and management of health and safety management information.
 - Co-operate with the consultation arrangements, including provision and recognition of Trade Union appointed safety representatives and the remit of safety committees that cover co-location premises.

9. DIVERSITY & EQUALITY

- 9.1. Both Parties shall ensure that they actively promote equality of opportunity for and good relations between all persons irrespective of their race, gender, gender reassignment, disability, age, sexual orientation or religion or belief. Both Parties commit to providing services that embrace diversity and promotes equality of opportunity and shall ensure that they are embedded in day to day working practices with customers, colleagues and partners. Both Parties shall ensure that business partners support their commitment to take reasonable steps to:

- Treat each other fairly and with respect.
- Promote an environment that is free from discrimination, bullying and harassment and tackle behaviours that breach this.
- Promote diversity and equality of opportunity within your respective businesses.
- Recognise and value the differences and individual contribution people make.

10. TERMINATION

- 10.1. Each Party shall have the right to terminate their participation in the UC Live Service at any time by giving 3 month's written notice to the other. Notwithstanding clause 10.2, termination or expiry of the UC Live Service shall be without prejudice to any rights, remedies or obligations of either Party accrued under this DPF prior to termination or expiry.
- 10.2. In the event of either Party terminating their involvement under clause 10.1, 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.

11. RIGHTS OF THIRD PARTIES

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

12. SEVERABILITY

- 12.1. If any provision of this DPF 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 DPF had been executed with the invalid provision eliminated.

13. DISPUTE RESOLUTION

- 13.1. Both Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this DPF 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.

14 LAW AND JURISDICTION

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

15. INTERPRETATION

- 15.1. Schedule 3 shall have effect.

SIGNED on behalf of the Department

for Work and Pensions

by an Authorised Signatory

John Bowdery ~ District Manager, Berkshire, Surrey & Sussex

SIGNED on behalf of Reading Borough Council

by an Authorised Officer

Zoe Hanim~ Head of Customer Services

SCHEDULE 1

UNIVERSAL CREDIT SERVICE PROVISION

PART 1

The Department will:

- provide support to the Council in the development and implementation of local service provision, following Universal Support – delivered locally (previously Local Support Services Framework) principles;
- provide timely and relevant guidance and products to inform delivery of local service provision;
- provide data to support the Local Council Tax Reduction Scheme (LCTRS);
- carry out an initial process that will highlight claimants needing budgeting support and/or an alternative payment arrangement;
- For those who are unable to self-serve, refer to the Council for provision of budgeting support;
- Ensure claimants consent is obtained to share information with the Council;
- Provide the Council with the following information:
 - Name
 - National Insurance Number
 - Date of birth
 - Address
 - Telephone contact details
 - Whether an alternative payment arrangement is in place and if so;
 - The review date.

PART 2

The Council will:

- ensure agreed local service provision is available from 21/09/15
- 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 Universal Support. Where deemed appropriate, and as a result of those discussions, any resultant changes to this DPF will be subject to agreement in accordance with the Change Control procedures contained in this DPF; see section 5;
- Complete the Business Readiness Certificate before the go live date, see Schedule 4.

The Council will undertake the following services and activities:

- Provide support to UC Service Centre staff around housing cost 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 cost issues.
 - Responding to requests for information on UC claimants current housing benefit claim status within 2 working days.
 - Complete and return the Migration Gather Proforma (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 make a UC claim on-line. This will be achieved through:
 - Identifying PC/public internet sites across Reading Borough Council.

- Identifying which of these locations will have trained staff present to provide 'supported access'.
 - Publicising these services to residents of Reading Borough Council ;
 - Providing the Management Information to support number of claimants assisted; see section 3.

- Manual processing for LCTRS. This will be achieved through:
 - Providing the necessary resource to undertake this activity;
 - Manually inputting agreed data into the Council's systems;
 - Responding to the Department's queries around Local Council Tax Reduction Scheme;
 - Providing the Management Information; see section 3;

- Support for claimants who require personal budgeting support to manage their UC payments. 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;
 - Reporting the outcomes of personal budgeting support provision against the agreed outcome measures by timely completion of LA Outcome Template and Knowledge Check Template to DWP. Details of this process and the associated forms can be found in the L&D pack.
 - Providing the Management Information relating to personal budgeting support including the number of claimants assisted; see section 3;
 - 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 DWP locally in preparing landlords. This will be achieved through:
 - Working with landlords to help get claimants on-line;
 - Signposting landlord queries to the Department for resolution;
 - Promoting the appropriate use of on-line channels within the Registered Social Landlords (RSL) community in Reading.

SCHEDULE 2

FUNDING ARRANGEMENTS

The total UC cost under this Delivery Partnership shall not exceed £36,393.00 (+VAT) for services delivered to 31 March 2016.

This arrangement is designed to support initial roll out only from 21/09/15.

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 Reading Borough Council is shown in the table below. The volume of claimants using services will be reviewed at the regular partnership meetings. If the actual numbers of claimants requiring these services exceed the stated volumes, the Department and the Council will enter into discussions to re-negotiate and agree any increased funding to reflect the revised volumes and any increased funding will be based on the figures shown on the table.

SCHEDULE 2 cont.

DPF Costs	Cost/Volume Assumptions to March 2016	Payment Basis	Maximum cost to 31 March 2016 £43,671.60 (gross)
On-Line supported access (Digital)	£18.22 x 71 hours	volumes	£1294
Personal Budgeting Support	£25 x 53 x 2 £35 x 18 x 6	volumes	£2650 £3780
LCTRS Manual processes	£18.22 x 68	volumes	£1239
Support for UC Service Centre	£21.46 x 283	volumes	£6074
Management Costs	0.5 FTE x 6 months 0.25 FTE x1 month	Reimburse agreed cost on a monthly basis	£14820 £1140
One off costs if applicable; Specify details of the agreed expenditure	Project Meetings. Project management & delivering set up actions	Agreed costs which are reasonable and proportionate, not capital, novel or contentious nor paid in advance	£5,396
Total (excluding VAT)			£36,393.00 + £7,278.60 VAT
Total (including VAT)			£43,671.60

SCHEDULE 3

INTERPRETATION

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

“Confidential Information”	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.
“Council”	means Reading Borough Council/Local Authority.
“Data Controller”	bears the meaning ascribed to it in the Data Protection Act 1998.
“Data Processor”	bears the meaning ascribed to it in the Data Protection Act 1998.
‘Delivery Partnership’	means a collaborative agreement between the Department and a local authority in which they agree to work together to deliver local support services to Universal Credit claimants and for the avoidance of doubt, use of these words or the word “partnership” in the Delivery Partnership is not intended to, or deemed to establish any partnership or joint venture between the Parties to this Delivery Partnership, or constitute on any Party the agent of another party or authorise any Party to make or enter into any commitments for or on behalf of any other party.
“Department”	means the Department for Work and Pensions whose principal place of business is at Caxton House, Tothill Street, London SW1H 9NA.
“Universal Support delivered locally”	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. Previously known as Local Support Services Framework.
“Management Information”	means information of the kinds mentioned in clause 3.

“Partnership Principles”	means the principles set out in clause 1.5.
“Party”	means the Department and/or the Council and “Parties” shall be interpreted accordingly.
“Personal Data”	bears the meaning ascribed to it in the Data Protection Act 1998.
“Process”	bears the meaning ascribed to it in the Data Protection Act 1998.
“Universal Credit”	bears the meaning ascribed to that expression by the Welfare Reform Act 2012 and shall be interpreted accordingly.
“UC Live Service”	means the localised Universal Credit claimant support services which are to be provided by the local authority from the start date of the Delivery Partnership to 31 March 2016, an outline of which is set out in Schedule 1.

The interpretation and construction of this DPF shall be subject to the following provisions:-

- 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;
- the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- headings are included in this DPF for ease of reference only and shall not affect the interpretation or construction of this agreement;
- references in this DPF 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 DPF so numbered;
- 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; and
- any reference to a statute, statutory provision or subordinate legislation (“legislation”) shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

SCHEDULE 4

BUSINESS READINESS CERTIFICATE

Universal Credit, Local Authority Business Readiness Certificate Complete prior to Go–Live Date 21st September 2015	
Local Authority:	Reading Borough Council
Name of the person completing this BRC:	Zoe Hanim

I can confirm that Reading Borough Council is ready to deliver the services contained within the Delivery Partnership in support of Universal Credit Live Service from 21st September 2015.

Signed _____

Date _____

ANNEX 1

DATA SHARING AGREEMENT

Data sharing agreement between the Department for Work and Pensions and Reading Borough Council to provide specified personal data.

Parties

The Parties to this Data Sharing Agreement (“DSA”) are:

(A) The Secretary of State for Work and Pensions of Caxton House, Tothill Street, London SW1H 9NA, acting through the Department for Work and Pensions (“DWP”)

(B) Reading Borough Council, Civic Offices, Bridge Street, Reading, RG1 2LU

Hereafter referred to as the Local Authority (the “LA”) or Council.

Purpose and Background

The purpose of this Data Sharing Agreement (DSA) is to set out the responsibilities and accountabilities for data sharing of personal data for the purposes of Personal Budgeting Support (PBS) and Digital Support. The personal data to be shared with DWP/The LA for the purposes of the PBS and Digital Support will comprise of the following:

- Name
- National Insurance number
- Date of birth
- Address
- Contact telephone number
- Alternative Payment Arrangements for UC, if there is one (This will only be shared for PBS purposes)
- For digital support, digital skills such as help to enable a claimant to make and manage their UC claim on-line.

Varying degrees of support will be needed for some Universal Credit (UC) claimants to make and manage their UC claim. This is likely to include the most vulnerable claimants or claimants with complex needs. The support will be decided and provided by a local partnership of Jobcentre Plus (JCP) and the LA, following Universal Support principles.

The Local Authority will determine which other local providers it will work with in delivering support for those claimants who need it.

The Local Authority will undertake the following services and activities;

- Support for claimants to get on line to make their claim and stay on line
- Support for claimants with complex needs in particular those who require personal budgeting support.

For the purposes of these arrangements, sharing data will ensure timely and “joined-up” support. Customer consent is required to lawfully share personal data on claimants for the purposes of PBS and Digital Support.

The LA shall inform the Department in writing of the identity of any organisation which the LA employs or engages to assist the LA in performing any acts, functions or roles set out in this agreement on behalf of the LA or in performing any of the functions or roles of the LA in the UC digital and personal budgeting skills roll out.

Parties Responsibilities under the Data Protection Act 1998

The DSA is not intended to be legally binding and no legal obligations or legal rights shall arise between the Parties from the provisions of the DSA.

DWP/the LA are Data Controllers under the Data Protection Act 1998 and are joint Data Controllers for the purposes of PBS and Digital Support.

Security, Accuracy and Retention of Personal Information

DWP/The LA as Data Controllers will comply with the obligations imposed on them by the Seventh Principle of the Data Protection Act by taking appropriate technical, security and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

DWP/The LA as Data Controllers will ensure they have mechanisms in place to address the issues of physical security, security awareness and training, security management systems development, site-specific information systems security policy and systems specific security policies.

Any data transfers by email between Both Parties will be by secure means (by GCSX/GSI, secure email) and follow an agreed process. Alternatively, referral, with claimant consent may be made by telephone to an agreed, nominated contact.

The exporting Party will ensure that data integrity meets its existing standards unless more rigorous or higher standards are required in which case it will seek to attain such standards.

Personal data obtained by the Data Controllers for the purposes of this DSA should not be retained for any longer than is necessary for the fulfilment of those purposes, when it shall be destroyed.

Disclosure to Third Parties

The LA will not onwardly disclose the specified personal data supplied by DWP for this DSA unless permitted in law, and not without the prior approval of DWP unless required to do so by law.

DWP will not onwardly disclose the specified personal data supplied by the LA for this DSA unless permitted in law, and not without the prior approval of the LA unless required to do so by law.

Commencement and Period of Operation, Variation and Termination

This DSA shall take effect from the date the Parties fix their signatures below and shall continue in force until such time as the DSA is terminated by either or both parties.

The DSA may be varied by written agreement between the Parties.

DWP may terminate this DSA with immediate effect in the event of breach of its obligations by the LA.

The LA may terminate this DSA with immediate effect in the event of breach of its obligations by DWP.

Confidentiality

DWP and the LA are each subject to an obligation under common law to treat personal information held by either of them, or by anyone carrying out functions on their behalf, as private and confidential because it has been disclosed for a strictly limited purpose.

The LA agrees to treat as confidential the specified personal data supplied by DWP for this DSA.

DWP agrees to treat as confidential the specified personal data supplied by the LA for this DSA.

The Parties shall co-operate with each other in handling and disposing of requests made to either of them which are the responsibility under the Freedom of Information Act 2000 of the other.

Dispute Resolution

The Parties shall each appoint a nominated representative to whom any disputes arising from the operation of this DSA shall be referred.

SIGNED for and on behalf of the Department for Work and Pensions

Authorised Signatory

Print name.....John Bowdery.....

Position.....District Manager.....

Date.....

SIGNED for and on behalf of Reading Borough Council

Authorised Signatory

Print name.....Zoe Hanim.....

Position..... Head of Customer Services