

(1) DEPARTMENT FOR WORK AND PENSIONS

and

(2) HARROW COUNCIL

Dated...1st October 2015

**UNIVERSAL CREDIT DELIVERY PARTNERSHIP
AGREEMENT**

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This Delivery Partnership Agreement is made on 5th October 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) Harrow Council, PO Box 731, Civic Centre 1, Station Road, Harrow, HA1 2DT (the "Council")

IT IS AGREED as follows:-

- 1.1. As part of Universal Credit (UC) Live Service the Council have agreed to be a delivery partner from 05/10/2015 to 31/03/2016 in accordance with this Delivery Partnership Agreement (DP).
- 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 DP will support national expansion of UC as an interim arrangement, until the full Universal Support offer is in place. These services include:
 - Getting on-line to make their claim.
- 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 DP 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 DP 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 DP (Schedule1 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 DP 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 DP 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 for the fee agreed for the Council to provide those services and activities and in accordance with the funding arrangements set out in Schedule 2. Invoices will be presented monthly or at agreed intervals.
- 2.2. Subject to clause 2.1 and activity volumes not exceeding those set out in schedule 2, the Department will pay the Council a fixed fee as set out in schedule 2 for the Council providing the services and undertaking the activities set out in Part 2 of Schedule 1.
- 2.3. Invoices will need to be submitted promptly and will be paid monthly and within 30 days of the invoice date.

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);
- 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 DP 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 DP including any impact on funding and (iv) any complaints received.

- 4.2. The Department's District Manager and the relevant senior Council's Head of Collections & Housing Benefits or other nominees as agreed locally, shall use reasonable endeavours to resolve all issues and differences arising out of or in connection with this DP 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 UC.WESTLONDONHARROWLAISSUES@DWP.GSI.GOV.UK inbox for resolution.
- 4.4. 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 UC.WESTLONDONHARROWLAISSUES@DWP.GSI.GOV.UK 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.
- 4.5. 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 exception 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

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.

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 DP 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 DP 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 1 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 DP 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 DP, has no right to enforce any term of this DP.

12. SEVERABILITY

12.1. If any provision of this DP 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 DP 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 DP 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 DP 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

Print name...Prathiba Ramsingh – Brent & Harrow District Operations Manager



Authorised Signatory

SIGNED on behalf of Harrow Council

By an Authorised Officer

Print name...Fern Silverio – Head of Collections & Housing Benefits



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;
- 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 the (date as stated in clause 1.1 of this DP).
- deliver relevant learning and development products to support delivery of UC within the Council;
- 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 DP will be subject to agreement in accordance with the Change Control procedures contained in this DP at clause 5 (Change Control);

- 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 claimant's current housing benefit claim status within 5 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 the London Borough of Harrow.
 - Identifying which of these locations will have trained staff present to provide 'supported access'.
 - Publicising these services to residents of Harrow ;
 - 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 LCTRS;
 - Providing the Management Information; see section 3;
- Work with the Department 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 Harrow.

SCHEDULE 2

FUNDING ARRANGEMENTS

The total UC cost under this Delivery Partnership shall not exceed £37,338 (including VAT) for services delivered to 31 March 2016.

This arrangement is designed to support initial roll out only from 05/10/2015 to 31/3/2016.

Funding is a set fee for the actions that the Council may need to carry out 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 the Council is shown in the table below. Total cost is based on the maximum category volumes as 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.

SCHEDULE 2 cont.

DP Costs	Maximum expected volumes to 31 March 2016	Average Unit payment	Fixed Fee based on Maximum expected volumes to 31 March 2016 £k
On-Line supported access (Digital)	54	£25.66	£1391.00
Personal Budgeting Support	n/a	n/a	n/a
LCTRS Manual processes	217	£25.66	£5563.00
Support for UC Service Centre	217	£25.66	£5563.00
Management Costs	Details: Senior Management input to negotiate, coordinate and oversee local implementation as well as set up procedures and processes	TBA Reimburse agreed cost	£17,098.00
One off costs if applicable; Specify details of the agreed expenditure	Details: Training staff, setting up monitoring & data capture systems, liaison, disbursements	TBA Agreed costs which are reasonable and proportionate, not capital,	£1,500.00
Total (excluding VAT)			£31,115.00

Total (including VAT)			<u>£37,338.00</u>
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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 Harrow Council whose principal place of business is at Civic Centre, Station Road, Harrow, HA1 2DT.
“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.
"Working Day"	means Monday to Friday, excluding any public holidays in England and Wales.

The interpretation and construction of this DP 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 DP for ease of reference only and shall not affect the interpretation or construction of this agreement;

- references in this DP 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 DP 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 (<i>Insert Date</i>)	
Local Authority:	Harrow Council
Name of the person completing this BRC:	Fern Silverio

I can confirm that Harrow Council is ready to deliver the services contained within the Delivery Partnership in support of Universal Credit Live Service from (*insert date*).

Signed:



Date: 01/10/2015

ANNEX 1

DATA SHARING AGREEMENT

Data sharing agreement between the Department for Work and Pensions and Harrow 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) Harrow Council, PO Box 731, Civic Centre, Station Road, Harrow HA1 2DT (“LA”).....

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

The LA 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 but excluding those requiring 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

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

For the purposes of this DSA, DWP and the LA are Data Controllers in their own right as defined 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 and the LA as Data Controllers will comply with the obligations imposed on them by the Seventh Principle of the Data Protection Act 1988 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 and 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 DWP and the LA 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 DWP and the LA as Data Controllers for the purposes of this DSA should not be retained for any longer than is necessary for the fulfilment of those purposes, after which 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 this DSA is terminated by either or both parties.

This 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 by an

Authorised Signatory 

Print name.....Prathiba Ramsingh

Position.....Brent & Harrow District Operations Manager

Date.....1/10/2015

SIGNED for and on behalf of (Insert LA name) Council

Authorised Signatory 

Print name.....Fern Silverio

Position.....Head of Service, Collections & Housing Benefits

Date.....1/10/2015