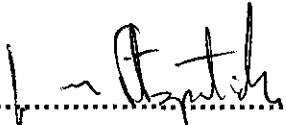


EXECUTIVE DECISION NOTICE

SERVICE AREA:	FINANCE Exchequer Services
SUBJECT MATTER:	UNIVERSAL CREDIT DELIVERY PARTNERSHIP AGREEMENT
DECISION:	To authorise the Council to enter into the Delivery Partnership Agreement with the Department of Work and Pensions and to proceed as a Pathfinder authority to test the implementation of Universal Credit on a specified category of claimants from 29 April 2013 to 27 October 2013, as detailed in Appendix One of this report.
DECISION TAKER(S):	Councillor Jim Fitzpatrick
DESIGNATION OF DECISION TAKER(S):	First Deputy (Finance and Performance)
DATE OF DECISION:	26 April 2013
REASON FOR DECISION:	<p>The Council and the Department of Work and Pensions (DWP) are now in a position to formalise the activities to be undertaken as a Pathfinder authority.</p> <p>The Delivery Partnership Agreement (DPA) and Operational Readiness Certificate provides the mechanism to approve the activities to be undertaken as a Pathfinder from 29 April 2013 to 27 October 2013. The DPA protects the Council's position by outlining the expected tasks and funding arrangements to be undertaken by local authority staff during the Pathfinder period and termination of the Agreement should it be necessary. The Operational Readiness Certificate confirms that the Council is ready to commence Pathfinder activities on 29 April 2013.</p>
ALTERNATIVE OPTIONS REJECTED (if any):	Universal Credit is a new central Government Policy. Pathfinder is the mechanism by which Universal Credit will be tested ahead of national roll-out. We could have chosen not to be Pathfinder authority however we would not have had the opportunity to influence the process and prepare claimants and stakeholders for this major policy change.
CONSULTEES:	None
FINANCIAL IMPLICATIONS: (Authorised by Borough Treasurer)	There are no additional direct financial implications from this report. Any costs in relation to Universal Credit Pathfinder will be met from existing revenue budgets.
LEGAL IMPLICATIONS: (Authorised by Borough Solicitor)	The Council has power to enter into the agreement under section 1 of the Localism Act 2011. The report details that whilst the claimant category affected by the pilot will receive Universal Credit earlier than anticipated; the Council has sought reassurance from the DWP that claimants will be no worse off. The DWP have confirmed this to be the case. The

	Delivery Partnership Agreement outlines the parties obligations under the Pathfinder and confirms the Council's willingness to participate.
CONFLICT OF INTEREST:	None
DISPENSATION GRANTED BY STANDARDS COMMITTEE ATTACHED:	Not Applicable
ACCESS TO INFORMATION:	Background papers are available from Ilys Cookson, Assistant Executive Director – Exchequer, ilyc.cookson@tameside.gov.uk , 0161 342 4056.

Signed.....  Date 26-4-2013

Councillor Jim Fitzpatrick- First Deputy (Finance and Performance)

EXECUTIVE DECISION REPORT

SERVICE AREA:	FINANCE Exchequer Services
SUBJECT MATTER:	UNIVERSAL CREDIT DELIVERY PARTNERSHIP AGREEMENT
DATE OF DECISION:	26 April 2013
DECISION TAKER	Councillor Jim Fitzpatrick – First Deputy
REPORTING OFFICER:	Ilys Cookson – Assistant Executive Director – Borough Treasurer (Exchequer and Support Services)
REPORT SUMMARY:	The report outlines the preparations and progress undertaken by local authority staff and DWP prior to Universal Credit Pathfinder commencing on 29 April 2013. The expected activities to be undertaken during the Pathfinder period are contained in the Delivery Partnership Agreement which now requires formal approval.
RECOMMENDATIONS:	To authorise the Council to enter into the Delivery Partnership Agreement with the Department of Work and Pensions and to proceed as a Pathfinder authority to test the implementation of Universal Credit on a specified category of claimants from 29 April 2013 to 27 October 2013, as detailed in Appendix One of this report.
JUSTIFICATION FOR DECISION:	<p>The Council and the Department of Work and Pensions (DWP) are now in a position to formalise the activities to be undertaken as a Pathfinder authority.</p> <p>The Delivery Partnership Agreement (DPA) and Operational Readiness Certificate provides the mechanism to approve the activities to be undertaken as a Pathfinder from 29 April 2013 to 27 October 2013. The DPA protects the Council's position by outlining the expected tasks and funding arrangements to be undertaken by local authority staff during the Pathfinder period and termination of the Agreement should it be necessary. The Operational Readiness Certificate confirms that the Council is ready to commence Pathfinder activities on 29 April 2013.</p>
ALTERNATIVE OPTIONS REJECTED (if any):	Universal Credit is a new central Government Policy. Pathfinder is the mechanism by which Universal Credit will be tested ahead of national roll-out. We could have chosen not to be Pathfinder authority however we would not have had the opportunity to influence the process and prepare claimants and stakeholders for this major policy change.
CONSULTEES:	None.
FINANCIAL IMPLICATIONS: (Authorised by Borough Treasurer)	There are no additional direct financial implications from this report. Any costs in relation to Universal Credit Pathfinder will be met from existing revenue budgets

LEGAL IMPLICATIONS: (Authorised by Borough Solicitor)	<p>The Council has power to enter into the agreement under section 1 of the Localism Act 2011. The report details that whilst the claimant category affected by the pilot will receive Universal Credit earlier than anticipated; the Council has sought reassurance from the DWP that claimants will be no worse off. The DWP have confirmed this to be the case. The Delivery Partnership Agreement outlines the parties obligations under the Pathfinder and confirms the Council's willingness to participate.</p>
RISK MANAGEMENT:	<p>The risks are contained in Section 6 of this report.</p>
LINKS TO COMMUNITY PLAN:	<p>The support and advice provided to claimants and Landlords during Pathfinder links with Prosperous Tameside and Supportive Tameside themes.</p>
ACCESS TO INFORMATION:	<p>Background papers are available from Ilys Cookson, Assistant Executive Director – Exchequer, ilys.cookson@tameside.gov.uk , 0161 342 4056.</p>

1 BACKGROUND

- 1.1 The Welfare Reform Act, 2012, legislates for the biggest change to the welfare system for over 60 years and introduces a wide range of welfare reforms such as Universal Credit, the abolition of Council Tax Benefit, under occupancy charges (the bedroom tax), and reforms for disabled claimants in moving from Disability Living Allowance (DLA) to Personal Independence Payments (PIP).
- 1.2 One of the main elements of the Welfare Reform Act is the introduction of Universal Credit (UC) to provide a single streamlined benefit. Universal Credit includes child tax credit, working tax credits, Employment Support Allowance (ESA), Job Seekers Allowance (JSA), Income Support and Housing Benefit. Applications will only be received on-line and will be assessed by the Department of Work and Pensions (DWP). The DWP will be delivering and administering UC from April 2013 on a phased basis through to the end of 2017.

2 INTRODUCTION

- 2.1 The DWP visited Tameside and presented information on UC to Elected Members and Officers in January 2012. It was clear from this early briefing that UC would be a fundamental change to the benefits system affecting a significant proportion of Tameside residents. Initial thoughts were to prepare and support residents as much as possible during the transition from the current benefits system to the new UC model. Of particular concern was the extent to which UC would impact on some of the most financially vulnerable in the Borough who may also be subject to the impact of other welfare reform changes. This led to exploratory discussions with the DWP at their invitation, to consider being a Pathfinder authority.
- 2.2 In May 2012 informal agreement was reached between the DWP and the Greater Manchester authorities of Tameside, Oldham and Wigan and the Cheshire authority of Warrington to be Pathfinder authorities for UC. The purpose of Pathfinder is to trial UC in a live environment ahead of national roll-out. All parties agreed that until such time that the precise nature of the local authority activities and subsequent funding arrangements were determined, a formal written agreement would not be necessary. This suited the Council as not having a formal agreement meant that we could withdraw from being a Pathfinder at any point during the planning stages without being under any obligation to continue, particularly if the development of local authority activities did not progress in the manner expected.
- 2.3 Having now determined the activities and funding required to support Pathfinder phase one, we now need to commit to Pathfinder via the approval of the Delivery Partnership Agreement (DPA) with a commencement date of 29 April 2013 and ending on 27 October 2013. A copy of the DPA is attached as **Appendix One** to this report. The DWP have also requested confirmation that we are ready to commence the Pathfinder by approving the Operational Readiness Certificate as attached at **Appendix Two**.
- 2.4 The purpose of the DPA is to formalise the agreement to work with DWP on Phase One Pathfinder activities. The DPA includes the management information to be collected on UC, data protection and freedom of information requirements, outlines the tasks expected to be undertaken by both parties, funding arrangements and termination arrangements should this be necessary by either the Council or the DWP. The DWP also requires the three other Pathfinder authorities to sign a DPA and an Operational Readiness Certificate prior to the commencement of UC activities.

3 PATHFINDER JOURNEY

- 3.1 In December 2011 Tameside was approached by the DWP UC Implementation Team with an offer of a visit to Tameside to provide information on UC in January 2012. The offer was accepted and the DWP presented information on UC to Elected Members and Officers. At that time the DWP suggested that Tameside may wish to consider trialling UC as a Pathfinder in a live environment ahead of national roll-out, however insufficient information was available on which to base a decision.
- 3.2 In February 2012 the Director of UC Implementation and Delivery wrote to all Greater Manchester and Cheshire Chief Executives with an invitation to be a Pathfinder authority for UC, as the region was broadly representative of the Great Britain population. In addition the letter highlighted that there was a strong history of collaboration between authorities and the DWP.
- 3.3 Upon the basis of preparing and supporting residents and taking the opportunity to shape and influence the delivery of UC as much as possible, initial exploratory discussions were held with the DWP, Oldham and Wigan Greater Manchester authorities.
- 3.4 The DWP outlined how Pathfinder authorities could support the implementation, outlined the claimant categories and numbers that would be part of the trial, how UC would be claimed and paid, the processes to be tested during the Pathfinder period, possible timescales for national roll-out and how Pathfinder would be funded.
- 3.5 The discussions raised a number of concerns, notably that there was the potential for claimants to be worse off if they lived in a Pathfinder area than if they claimed legacy benefits and lived in a non-Pathfinder area. Although other concerns were raised at that time, i.e. how data would be shared and how payments might, in certain circumstances, be made direct to Landlords instead of to claimants, the point regarding Pathfinder claimants being worse off sooner than other claimants became the deal breaker.
- 3.6 On 24 May 2012 the DWP confirmed to the Chief Executives of the potential Pathfinder authorities that, although they were certain from the statistical analysis carried out that no claimant under Pathfinder would be worse off on UC, reassurance and guarantees were given that transitional protection would be in place should a claimant be found to be worse off under Pathfinder.
- 3.7 This assurance gave a degree of certainty that authorities in Pathfinder areas could start to work with the DWP to prepare for UC activities which would take place in local authorities to support claimants and stakeholders on the significant changes that were ahead.
- 3.8 Press announcements on the sites for Pathfinder activities were released on May 25 2012. Between May and November 2012 a series of discussions took place between DWP and Pathfinder authorities to determine the activities to be undertaken and the financial support available to support those activities. Each authority agreed to 'test' a different part of Universal Credit with the exception of providing on-line support and personal budgeting support to claimants which is a feature in all Pathfinder activities.
- 3.9 The DWP have conducted an equality impact assessment on the implementation of UC nationally. This included all claimant categories subject to UC including those specifically determined for the purposes of testing in Pathfinder authorities.

4 PATHFINDER PREPARATIONS

- 4.1 The claimant category subject to phase one Pathfinder has been determined by the DWP as being claimants that:

- live in the specified postcode area of OL6, OL7, M43 and SK16 (Ashton, Droylsden and Dukinfield) but not be homeless, in supported or temporary accommodation or a homeowner;
- be single, with no dependent children, a British citizen and aged between 18 years and 60 years and 6 months;
- be fit for work;
- not be pregnant or be within 15 weeks after the expected date of birth;
- not be receiving existing benefits (including Housing Benefit) or Tax Credits or awaiting a decision on, or be appealing against, a decision not to award any of those;
- not be in receipt of Disability Living Allowance (DLA) or Personal Independence Payment (PIP);
- have expected take home pay no higher than £270 per month (under 25s) or £330 per month (25 or over) and not have savings in excess of £6,000;
- not have any caring responsibilities;
- not be self-employed, in education or have to rely on an appointee; and
- have a valid bank account and National Insurance Number.

4.2 Applications that fit the above criteria are expected to be approximately 300 a month in Tameside based on statistical analysis by the DWP and our own data analysis. This represents a very small claimant category upon which to 'test' UC processes (when compared to the current 26,500 housing benefit and council tax support caseload, and when compared to the same claimant category in other Pathfinder authorities). Each claim will require close monitoring by the DWP from the point of application through to the payment of UC.

4.3 Each of the Pathfinder authorities has met with the DWP continually since June last year and it is accepted that the four different areas of activity would, in many circumstances, provide a rich opportunity to learn, reflect and share with all other local authorities. The activity preparations have also included cross authority and cross third sector work and the Benefits Services has worked closely with Welfare Rights and Customer Services to shape and design the support to be offered in Tameside.

4.3 The activities that Tameside will undertake as a Pathfinder, which are included in the DPA, are as follows:

- Support claimants to get on-line and stay on-line;
- Support claimants with personal budgeting support where required;
- Support Job Centre on complex housing and benefit cases;
- Support Job Centre to get claimants into work;
- Manual processing support for council tax support claims;
- Provide publicity and advice to claimants, Landlords, advice agencies and stakeholders;
- Support DWP on process design for UC;
- Input into local authority implementation guide with Wigan Pathfinder.

5 PATHFINDER PROGRESS

5.1 Preparations have gathered pace since late November 2012 when funding was agreed, and the DWP made clear that a formal agreement would need to be signed prior to going live as a Pathfinder. The formal agreement would outline the activities and tasks to be undertaken for both parties during the 6 months trial. All Pathfinder activities are fully funded and are detailed in the attached DPA and summarised here:

Support for claimants, landlords and stakeholders

- 5.2 The Project Team has been appointed. Working with the local Job Centre, we have appointed 3 staff that were previously unemployed to undertake the Pathfinder activity of supporting claimants to get on-line and stay on-line.
- 5.2.1 The new Self Service Hub has been set up on the ground floor in the Ashton Council Offices, again with the intention of supporting as many people as possible to get on-line and stay on-line.
- 5.2.2 Personal budgeting support will be provided by Citizens Advice Bureaux (CAB).As with other Pathfinder authorities Tameside does not provide personal budgeting support as a core activity. A cross authority group comprising the Benefits Service, Welfare Rights appointed a third sector provider to undertake this work. CAB, having recently moved into the Ashton Council Offices, are well placed to provide this support and will do so with effect from 29 April. CAB are contracted to help claimants with on-line form completion, register with universal job match and complete applications for CTS.
- 5.2.3 Money information Network Tameside (MiNT) is working with Registered Social Landlords (RSL's) providing budgeting support in addition to that provided by CAB.
- 5.2.4 Worked with a local training provider (St Ann's) to promote on-line access to UC and provide IT skills to support job searches.
- 5.2.5 Landlord Forums have been held (3 in total) for both RSL's and private Landlords specifically on UC implementation (one attended by DWP colleagues).
- 5.2.6 Benefits Bus has already attended specific Pathfinder postcode areas to promote understanding of UC and more visits planned.
- 5.2.7 Produced welfare reform leaflet to be sent through the Information Ambassadors (co-ordinate by Health and Wellbeing) and local GP's.
- 5.2.8 Stakeholder briefings undertaken to a range of groups from church and social groups to drug, alcohol and mental health groups and those that work with vulnerable adults.
- 5.2.9 Supported Communities Partnership will focus on welfare reform for next 12 months as a key priority.
- 5.2.10 Member briefing sessions undertaken on the effects of welfare reform, UC and Council Tax Support.
- 5.3 In addition to supportive activities undertaken for claimants and stakeholders to prepare for UC, our staff have assisted the DWP in shaping the processes which will underpin the administration of UC.
- 5.4 These identified activities are supporting DWP colleagues on complex legacy housing benefit cases; developing a web-site providing information on Universal Credit and Welfare Reforms including post code search facility with DWP approval; contributing to a learning pack for other Local Authorities which is being led by Wigan; training Job Centre Plus staff on our Council Tax Support scheme and mapping potential points of impact with DWP colleagues.
- 5.5 There have been a number of issues that have been jointly resolved with the DWP, some of which were raised at the meetings with the DWP in May 2012 as follows:

Issue	Resolution
DWP not including Landlords in UC preparations	DWP colleagues have attended one Landlords Forum and provided slides and answers to complete our Frequently Asked Question sheets
How data sharing would be notified to claimants	DWP have agreed to include on UC claim form that data will be shared with local authorities
How data would be shared with Pathfinders to enable CTS claims to be assessed; a joint welfare, housing benefit and council tax support application will not exist under UC	DWP agreed to include on the UC claim form that claimants must contact the local authority to claim CTS and claimants signed authority will be obtained
Mechanism for us to contact DWP on difficult UC claims	DWP have provided specific email addresses for complex case resolution

5.6 Whilst work has been on-going in readiness for the Pathfinder, discussions have been on-going with the DWP to clarify a number of operational issues to safeguard the Council's interest. This has delayed agreement of the DPA and the timing of this report.

6 RISKS

- 6.1 Being part of the implementation of such a significant change in benefit undoubtedly carries significant risks for Pathfinder authorities and the DWP. The processes can only be properly tested in a live environment and this in itself has the potential to increase risks, if the processes do not result in correct and prompt payment to the claimant. The Council will work with claimants and evaluate each contact made on UC to capture the claimant experience to help shape and improve processes.
- 6.2 The most significant risk is that claimants of UC are worse off than if they had stayed on legacy benefits. The Permanent Secretary, Robert Devereaux, has provided written assurance that, 'there will be no cash loss for any claimant involved in the Pathfinder' in a letter to the Chief Executive on 19 April 2013. This is appended and referred to in the DPA.
- 6.2 The DPA seeks to minimise emerging risks by setting out the tasks expected to be undertaken by local authority staff. It is clear that during the Pathfinder each claim will be micro-managed by Council and DWP staff from the first point of contact through to payment. It will be necessary for local authority staff to quickly identify issues and liaise accordingly with the DWP to ensure the claimant journey is problem free. An early warning system is in place via immediate contact between staff on the ground and Ashton Job Centre colleagues, as well as a formal weekly, monthly and 3 monthly reviews being detailed in the DPA with subsequent escalation processes.
- 6.3 The greatest potential risk to the Council is reputational damage if UC does not work as expected. However the Council will not be directly administering payment of UC as that is the responsibility of the DWP. While every effort will be made by our staff to work with DWP to make the Pathfinder a success, the safety net, should significant problems arise which cannot be resolved, is that a termination clause exists within the DPA of one month's notice for either party. Clearly this would only be used where serious and

fundamental issues emerge in the processing or payment of UC claims which could not be resolved.

- 6.4 A further identified risk should the agreement be terminated before the natural end of the Pathfinder on 27 October 2013 is the contract in place between the CAB for the provision of personal budgeting support. The Council has contracted CAB to provide personal budgeting support as part of UC Pathfinder using DWP monies. The contract between the Council and CAB is in place until 27 October 2013. The value of the contract is £19,300 and payment to CAB is on submission of invoices for costs incurred. Clause 9.2 of the DPA addresses the matter of re-imburement of costs incurred should either party terminate the agreement.

7 NEXT STEPS

- 7.1 On 26 March 2013, the DWP unexpectedly announced that Tameside would go live as a Pathfinder authority on 29 April as planned, however the other 3 authorities of Wigan, Warrington and Oldham would not go-live until early July.
- 7.2 The reason for Tameside going live ahead of the other Pathfinders is because we have the smallest claimant category (300 claims approximately per month). A smaller number of claims would enable intense scrutiny of each claim at the start of the implementation to ensure the IT system and processes were working as expected. We are also one of the most prepared of all the Pathfinder authorities. The decision for Tameside to go live before the other Pathfinders does not affect the DPA timescale in Tameside.
- 7.3 There is still work to be done in preparation for go live on 29 April and beyond as follows:
- Plan to train Benefits staff on universal job match to support claimants into employment;
 - Work with JCP, CAB, Customer Services, Welfare Rights and external training providers to train on UC job match and identify claimants that require support for job search skills;
 - Identify claimants that unknowingly (or deliberately) claim both Housing Benefit and Universal Credit (manual processes hamper cross matching of data);
 - Briefings for claimants and stakeholders, to continue;
 - Training on welfare reform aspects to continue;
 - Promote and develop the AshtonSelf Service Hub on-line link to UC and wider welfare changes;
 - Tameside Radio benefits phone in is planned by Welfare Rights;
 - Develop web-site to ensure it is relevant, up to date and supports residents around financial resilience;
- 7.4 As with any project of this size there are still issues to be resolved particularly in relation to the claimant experience. A key priority is the mechanism by which the DWP will identify and pay transitional protection to any claimant who loses out by being on UC and also the determination of payment for claimants that cannot manage money and payment for the housing costs element of UC should be paid direct to their Landlord. The speed of claimants query resolution needs to be agreed and the manual processes which will initially be required need to be tested.
- 7.5 It is also important that we need to work with the DWP to determine how much of UC is the housing element which is required to enable CTS to be awarded. Without this we cannot assess Council Tax Support in these cases.

8 CONCLUSIONS

- 8.1 Tameside agreed in principle in May 2012 to be a Pathfinder with Wigan, Oldham and Warrington authorities to 'test' a specific claimant category in claiming UC ahead of national rollout.
- 8.2 The DWP gave assurances that no claimants would lose out financially as a result of living in a Pathfinder area.
- 8.3 A formal agreement was not required during the Pathfinder planning stages from May 2012 until the detail and funding of activities had been worked through.
- 8.4 The claimant category has been determined by the DWP, preparatory activities have been undertaken by the authority and partner agencies to support claimants, Landlords and stakeholders and a fully funded Project Team appointed.
- 8.5 Although the DWP would now like Tameside to be a Pathfinder some 3 months ahead of other Pathfinder authorities the DWP now requires a signed formal agreement (the Delivery Partnership Agreement and Operational Readiness Certificate).

9 RECOMMENDATIONS

- 9.1 To authorise the Council to enter into the Delivery Partnership Agreement with the Department for Work and Pensions and to proceed as a Pathfinder authority to test the implementation of Universal Credit on a specified category of claimants from 29 April 2013 to 27 October 2013, as detailed in Appendix One of this report.

APPENDIX ONE

DATED _____ 2013

(1) DEPARTMENT FOR WORK AND PENSIONS

and

(2) TAMESIDE METROPOLITAN BOROUGH COUNCIL

UNIVERSAL CREDIT PATHFINDER DELIVERY PARTNERSHIP
AGREEMENT

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BETWEEN:-

- (1) **THE DEPARTMENT FOR WORK AND PENSIONS** whose principal place of business is at Caxton House, Tothill Street, London, SW1H 9NA (the "**Department**"); and
- (2) **TAMESIDE METROPOLITAN BOROUGH COUNCIL** of Council Offices, Wellington Road, Ashton-under-Lyne, Tameside OL6 6DL ("**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. The Department needs to ensure that people in such circumstances can readily obtain the support they need to access Universal Credit services to move closer to and into work wherever possible. This should be a fully integrated service offering, including labour market and wider support services.
- 1.3. Individual and local needs can best be met through localised capability, and the localised claimant support service offering available from April 2013 in the Council's area and from July in the other three Pathfinder areas will provide a foundation on which to build the integrated service. This will involve working jointly and collaboratively with local authorities to continually improve the service offering.
- 1.4. 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. The Department aims to deliver the services required by these claimants, whilst allowing its partners to manage the details of service delivery at local level in a flexible and responsive way that makes the best use of existing local capacity.
- 1.5. The Council has agreed to participate in a Pathfinder from 29 April 2013 to 27 October 2013 on the basis of the letter dated 19 April 2013 by Robert Devereux as detailed in schedule 4. Any cash losers identified will be referred to the Department.

2. PARTICIPATION IN PATHFINDER

- 2.1 Each of the Department and the Council shall participate in the Pathfinder, performing the acts, functions and roles assigned to it by the Parties in accordance with the outline of the Pathfinder 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 Pathfinder.
- 2.3 Nothing in this Agreement shall be deemed to constitute a partnership under the Partnership Act 1890, joint venture, agency, partnership, 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 the services and undertaking the activities set out in Part 2 of Schedule 1 during the Pathfinder in accordance with the funding arrangements set out in Schedule 2.

4. MANAGEMENT INFORMATION

- 4.1 The Council will provide the following information each month to the Department and on an 'ad-hoc' basis should exceptional circumstances occur in such format and/or media as the Department reasonably requires:

- Number of claims to Universal Credit made with assisted support where this can be identified.
- 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
 - 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.
- Number of manual applications to Local Council Tax Reduction Scheme processed
- Number and substance of complaints, concerns or specific issues received from individual claimants arising in respect of the content or spirit of the letter dated 19 April 2013 by Robert Devereux as detailed in schedule 4.

5. GOVERNANCE

- 5.1 The services and activities to be undertaken by the Council will be monitored during the life of the Pathfinder

- 5.1.1 Weekly review meetings will take place between Assistant Executive Director, Exchequer and Tim Mazzucchi and Julie Smith (DWP);
- 5.1.2 Monthly review meetings will take place between the Councils Chief Executive, Director of Finance, Assistant Executive Director, Exchequer and Dominic Brankin (DWP);
- 5.1.3 A formal review of the Pathfinder will be undertaken by Councils Chief Executive and the Departments Dominic Brankin which will result in a formal report being produced.

such reviews to include but not limited to (i) complaints received (ii) the impact upon claimants under the Pathfinder and in particularly any affected (iii) any specific issues

received raised by either party (iv) the Departments response times under clause 5.4 below..

- 5.2 The Council will attend the Department's governance meetings as appropriate and subject to sufficient notice and resources being available.
- 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 If the Council has a query relating to the Pathfinder or 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 universalcredit.pathfinderlaenquiries@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.
- 5.5 The Department's Account Manager and the Council's nominated representative shall use reasonable endeavours to resolve all issues and differences arising out of or in connection with this Agreement by means of prompt discussions.

6. CHANGE CONTROL

- 6.1 Either the Department or the Council may propose a variation to the Pathfinder, but not a variation which is outside the scope of the services set out in Schedule 1 and within the funding envelope set out in Schedule 2, 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.
- 6.2 Immediately upon agreement by the other in accordance with clause 6.1 above, the Department's Account Manager and the Council's nominated representative 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 Pathfinder's 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 Pathfinder. 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.
- 7.4 The Department will, in due course, introduce a process and products to support the sharing of personal information between the Council and Tameside CAB for the purposes of making referrals for Personal Budgeting Support. Until that process and products are in place, the Department will refer claimants directly to the Council without gathering that information and the Council will seek the necessary authority from the claimant to share that information with Tameside CAB .

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 Pathfinder 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 Pathfinder 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 the Pathfinder at any time by giving 1 month's written notice to the other. Notwithstanding clause 9.2, termination or expiry of the Pathfinder 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 the Pathfinder 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 TAMESIDE)
METROPOLITAN BOROUGH COUNCIL)
by an Authorised Officer

Authorised Officer

SCHEDULE 1

OUTLINE OF PATHFINDER.

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. Such information to include a breakdown of housing costs for each claimant.
- Ensure that housing benefit overpaid due to an overlap of Universal Credit will be classified as Department official error in lieu of a circular to the effect (which is expected to be issued in April 2013) Any such overlap is not to be recovered and written off as DWP error.

PART 2

The Council will:

- ensure agreed local service provision is available from Pathfinder go-live;
- deliver relevant L&D products to support delivery of local service provision;
- 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 Pathfinder;
- inform the Department of any potential barriers to the delivery of local service provision;

The Council will undertake the following:

- Supporting the Universal Credit Programme in designing processes that impact directly on local authorities. This will be achieved through:
 - Attendance at various Elaboration Workshops subject sufficient notice and resources being available
 - Providing local authority business input into such Workshops; subject sufficient notice and resources being available
 -
 - Undertaking Pathfinder planning activity.
- Providing local authority input into various Universal Credit governance groups (for example Transitional Working Group, Finance & Commercial Group, Taskforce Reference Group). This will be achieved through:
 - Attendance at appropriate governance groups subject sufficient notice and resources being available
 - Providing Pathfinder input into such groups

- Providing expertise to Pathfinder Service Centre staff for complex housing issues that may arise. This will be achieved through:
 - Identifying named points of contact for Universal Credit Service Centre staff
 - Responding timeously to Universal Credit Service Centre queries
 - Attending appropriate Pathfinder meetings to discuss complex cases within the North West
 - Responding to the Department's Pathfinder Operations Centre to resolve issues that have been raised

- Support for claimants to get on-line and stay on line. This will be achieved through:
 - Identifying PC/public internet sites across Tameside;
 - Identifying which of these locations will have trained staff present to provide 'supported access';
 - Publicising these services to Tameside residents;
 - Providing the necessary Management Information to support number of claimants assisted.

- Local communications and publicity around Universal Credit and Pathfinder. This will be achieved through:
 - Providing public information provided by the Department's Universal Credit Communications Team about Welfare Reform in general and Universal Credit Pathfinder in particular;
 - Providing appropriate responses to media enquiries.

- Manually 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.

- Supporting DWP Jobcentres to get Universal Credit claimants into work. This will be achieved through:
 - Working closely with the Department's Jobcentre staff to help claimants back into work;
 - Educating Tameside UC claimants in PC/internet use to make them a better proposition to prospective employers;
 - Helping Universal Credit claimants and Tameside residents in setting up Universal Job Match accounts.

- 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;

- Working with Credit Unions and others to support claimants in getting suitable bank accounts for Universal Credit;
 - 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.
- Assist in the development of a local authority Implementation Guide for Universal Credit (this work is being led by Wigan MBC in conjunction with the Department's Housing Delivery Division but will include Tameside's contribution). This will be achieved through:
 - Providing the Council's experiences and contribution to the Guide;
 - Working collaboratively with other Pathfinder local authorities and the Department;
 - Reviewing drafts and key messages;
 - Developing an implementation checklist for use by the Department's Housing Delivery Division.
- Working with Universal Credit Programme in preparing landlords' (particularly Registered Providers). This will be achieved through:
 - Hosting landlord forum for Universal Credit;
 - Working with landlords to help get claimants on-line
 - Working with landlords and Credit Unions and others to help get tenants suitable bank accounts for Universal Credit;
 - Signposting landlord queries to the Department for resolution;
 - Providing the necessary Management Information to support the number of claimants/tenants assisted;
 - Promoting Channel shift within the Tameside RSL community by:
 - Identifying requirements
 - Developing supporting products
 - Products to be made available to LAs nationally through the LA Implementation Guide

SCHEDULE 2

Funding Arrangements

The total Pathfinder costs under this Agreement shall not exceed £297,500.

The total Pathfinder budget for 2012/13 is £66,000.

The total Pathfinder budget for 2013/14 is £231,500.

Funding is linked to the delivery of the agreed services detailed in Part 2 of Schedule 1. These are:

- Supporting the Universal Credit Programme in designing processes that impact directly on LAs, providing plans for the introduction of UC in Tameside Borough Council, reporting against those plans and providing local authority input into various Universal Credit governance groups. This will be funded through:
 - Payment from UC Pathfinder Business Case for Project Management funding of £70,000 (£35,000 2012/13, £35,000 2013/14)
- Providing expertise to Pathfinder Service Centre staff for complex housing issues that may arise. This will be funded through:
 - Payment from UC Pathfinder Business Case for Project Management funding of £70,000 (£35,000 2012/13, £35,000 2013/14)
- Support for claimants to get on-line and stay on line. This will be funded through:
 - Payment from UC Pathfinder Business Case for Support for claimants to get on line and stay online funding of £78,000 (£2,000 2012/13, £76,000 2013/14)
- Local communications and publicity around Universal Credit and the Pathfinder. This will be funded through:
 - Payment from UC Pathfinder Business Case for Publicity and Comms funding of £4,000 (£2,000 2012/2013, £2,000 2013/14)
- Manually processing for Local Council Tax Reduction Scheme. This will be funded through:
 - Payment from Universal Credit Pathfinder Business Case of £57,000 (2013/14) for staffing costs (2 members of staff) for the Pathfinder period only
- Supporting the Department's Jobcentres to get Universal Credit claimants into work. This will be funded through:
 - Payment from UC Pathfinder Business Case for Support for claimants to get on line and stay online funding of £78,000 (£2,000 2012/13, £76,000 2013/14)

- Support for claimants with complex needs and in particular those that require Personal Budgeting Support. This will be funded through:
 - Payment from Universal Credit Pathfinder Business Case
 - Set up costs £40,000 (2013/14)
 - Running costs based on estimated volumes from the Department's LA Taskforce (Integrated Framework) £19,500 (2013/14)

- Developing a local authority Implementation Guide for Universal Credit (this work is being led by Wigan MBC in conjunction with the Department's Housing Delivery Division (HDD) but will include the Council's contribution). This will be funded through:
 - Payment from UC Pathfinder Business Case for Project Management funding of £70,000 (£35,000 2012/13, £35,000 2013/14)

- Working with the Universal Credit Programme in preparing landlords particularly Registered Providers. This will be funded through:
 - Payment from UC Pathfinder Business Case for RSL & private landlord activity & support funding of £29,000 (£27,000 2012/13, £2,000 2013/14)

The agreed cost of Pathfinder funding for Tameside MBC is shown in the table below:

Service	Pathfinder Costs £k (2012/13)	Pathfinder Costs £k (2013/14)
Project Management	35	35
PBS set up	-	40
PBS operate	-	19.5
LCTRS Manual processes	-	57
Landlord Activity	27	2
Claimant Online Support	2	76
Publicity & Comms	2	2
Total	66	231.5

SCHEDULE 3

INTERPRETATION

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

“Accounts Manager”	means the person responsible within the UC Programme who manages the relationship between the Council and DWP
“Agreement”	means this agreement between the Parties including its schedules.
“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
“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.
“Management Information”	means information of the kinds mentioned in clause 4.
“Pathfinder”	means the localised Universal Credit claimant support services to be provided by one of 4 local authorities in the period 29 April 2013 to 27 October 2013, an outline of which is set out in Schedule 1.
“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

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

DWP Department for
Work and Pensions

From the Permanent Secretary

Robert Devereux
Caxton House
Tothill Street
London
SW1H 9DA

Telephone 020 7340 4000

Steven Pleasant
Chief Executive
Tameside MBC
Wellington Road
Ashton-under-Lyne
OL6 6DL

19 April 2013

Dear Steven,

We spoke yesterday and I offered to set out why participation in the Universal Credit Pathfinder will advantage Tameside citizens.

Fundamentally, Universal Credit is more generous than the benefits it replaces and will result in more people moving into work. Universal Credit will also provide a work allowance of up to £1300 per year before entitlement to benefit is gradually reduced: this allowance is five times more generous than Jobseeker's Allowance, which allows people up to £260 only, and has a more aggressive withdrawal of benefit.

We have deliberately drawn the pathfinder eligibility very tightly so that a limited number of people, new to the system, are included. This means that there will be **no cash loss for any claimant involved in the Pathfinder**. I am aware that your officials have raised with mine a very small number of hypothetical scenarios where someone might have been better off claiming Jobseeker's Allowance: we are sceptical that such cases would ever materialise.

So, please would you reassure your members that there will be no cash losses for participants in the Pathfinder; that for the vast majority of claimants expected to move into work over the next 6 months they will in fact benefit significantly from Universal Credit's generous work allowances; and that the Delivery Partnership Agreement we have developed with Tameside, and the £250,000 funding we agreed to support it, will help shape and influence the success of this important reform.

Agreed by the Permanent Secretary and signed in his absence.

Yours sincerely
Robert Devereux

Robert Devereux

APPENDIX TWO

OPERATIONAL READINESS CERTIFICATE

BUSINESS READINESS CERTIFICATE
Universal Credit, Local Authority Pathfinder

Universal Credit, Local Authority Business Readiness Certificate Complete prior to Go-Live Date (29/04/13)	
Local Authority:	Tameside
Name of the person completing this BRC:	

I can confirm that Tameside MBC is ready to deliver the services contained within the Delivery Partnership Agreement in support of Universal Credit. This is subject to the Personal Budgeting Process being handed over on 19.4.13 and the LA guidance products available by 15.4.13.

Signed _____

Date _____