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Date: 12<sup>th</sup> May, 2015

Dear Sir/Madam,

A meeting of the **CABINET** will be held in the Committee Room A, Town Hall, Nuneaton on Wednesday, 20<sup>th</sup> May, 2015 at **4.00 p.m.**

**Public Consultation will commence at 4.00 p.m.**

Please note that meetings may be recorded for future broadcast.

Yours faithfully,

ALAN FRANKS

Managing Director

To: Members of Cabinet

Finance and Civic Affairs (Leader)  
Housing and Communities  
Planning and Development  
Arts and Leisure  
Central Services  
Health and Environment

## AGENDA

### PART I

#### PUBLIC BUSINESS

1. EVACUATION PROCEDURE

A fire drill is not expected, so if the alarm sounds please evacuate the building quickly and calmly. Please use the stairs and do not use the lifts. Once out of the building, please gather outside the Yorkshire Bank on the opposite side of the road.

Exit by the door by which you entered the room or by the fire exits which are clearly indicated by the standard green fire exit signs.

If you need any assistance in evacuating the building, please make yourself known to a member of staff.

Please also make sure all your mobile phones are turned off or set to silent.

I would also advise you that all or part of the meeting may be recorded for future broadcast.

2. APOLOGIES - To receive apologies for absence from the meeting.

3. DECLARATIONS OF INTEREST

To receive declarations of Disclosable Pecuniary and Other Interests, in accordance with the Members' Code of Conduct.

**Note: Following the adoption of the new Code of Conduct, Members are reminded that they should declare the existence and nature of their personal interests at the commencement of the relevant item (or as soon as the interest becomes apparent). If that interest is a Disclosable Pecuniary or a Deemed Disclosable Pecuniary Interest, the Member must withdraw from the room.**

Where a Member has a Disclosable Pecuniary Interest but has received a dispensation from Standards Committee, that Member may vote and/or speak on the matter (as the case may be) and must disclose the existence of the dispensation and any restrictions placed on it at the time the interest is declared.

Where a Member has a Deemed Disclosable Interest as defined in the Code of Conduct, the Member may address the meeting as a member of the public as set out in the Code.

**Note: Council Procedure Rules require Members with Disclosable Pecuniary Interests to withdraw from the meeting unless a dispensation allows them to remain to vote and/or speak on the business giving rise to the interest.**

**Where a Member has a Deemed Disclosable Interest, the Council's Code of Conduct permits public speaking on the item, after which the Member is required by Council Procedure Rules to withdraw from the meeting.**

4. MINUTES - To confirm the minutes of the Cabinet Meeting held on the 22<sup>nd</sup> April, 2015 (attached) **(Page 4)**
5. PUBLIC CONSULTATION - **Members of the public will be given the opportunity to speak on specific agenda items if notice has been received.**
6. UNIVERSAL CREDIT IMPLEMENTATION - Report of the Director – Finance and Procurement attached. **(Page 6)**
7. RECOMMENDATIONS FROM OVERVIEW AND SCRUTINY PANELS –  
There are no recommendations from the Overview and Scrutiny Panels.
8. ANY OTHER ITEMS which in the opinion of the Chair of the meeting should be considered as a matter of urgency because of special circumstances (which must be specified).

## CORPORATE PLAN AIMS AND PRIORITIES

- Aim 1** - To improve the quality of life and social justice for residents so it is much closer to that enjoyed by the rest of Warwickshire.
- Priority 1** - To provide a choice of housing to meet the needs of the residents of the Borough.
- Priority 2** - To create a healthy, diverse and robust economy which provides employment opportunities for local people.
- Priority 3** - To work in partnership to improve health and reduce health inequalities for residents in the Borough.
- Priority 4** - To develop a confident, cohesive and diverse community.
- Aim 2** - To work in partnership to reduce the level of crime and disorder so that the community is and feels safer.
- Priority 1** - Dealing with anti-social behaviour by working in partnership and provide diversionary activities to engage with youngsters.
- Priority 2** - Environmental improvements and support for selective CCTV to reduce fear of crime.
- Priority 3** - Use of the Council's enforcement powers to support community safety initiatives.
- Aim 3** - To provide a pleasant environment for those living, working and visiting the Borough.
- Priority 1** - To create a greener and cleaner environment.
- Priority 2** - To lead in environmental issues addressing climate change and protection of the environment.
- Aim 4** - To provide quality services which represent value for money.
- Priority 1** - To continue to improve the performance and quality of key services.
- Priority 2** - To improve access arrangements for all Council services and the way that those who use them are treated.
- Priority 3** - To use value for money procedures to test the way all services are delivered.

**NUNEATON AND BEDWORTH BOROUGH COUNCIL**

**CABINET**

**22<sup>nd</sup> April, 2015**

A meeting of the Cabinet was held at the Town Hall, Nuneaton, on Wednesday, 22<sup>nd</sup> April, 2015.

**Present**

Councillor D. Aldington	(Central Services)
Councillor D. Harvey	(Finance and Civic Affairs (Leader))
Councillor J.A. Jackson	(Housing (Deputy Leader))
Councillor A.A. Lloyd	(Planning and Development)
Councillor I.K. Lloyd	(Arts and Leisure)
Councillor N.J.P. Phillips	(Health and Environment)

CB71 **Minutes**

**RESOLVED** that the minutes of the meeting held on the 11<sup>th</sup> March, 2015 be approved.

CB72 **Declarations of Interest**

(a) Councillor J.A. Jackson declared a Disclosable Pecuniary Interest in any relevant item by reason of her husband's employment with Nuneaton and Bedworth Borough Council and Sport and Leisure Management for which she has received dispensation to speak and vote on matters that do not relate specifically to his contract of employment or the unit in which he is employed.

Councillor Jackson also declared an Other Interest in any relevant item by reason of her being a Member of Warwickshire County Council and also a member NABCEL.

(b) Councillor D. Harvey declared an Other Interest in any relevant item by reason of him being a member of NABCEL.

(c) Councillor A.A. Lloyd declared Other Interests in any relevant item by reason of him being a Governor of George Eliot Hospital.

CB73 **Corporate Plan Delivery Plan 2015-2019**

The report of the Managing Director providing background information on The Corporate Plan Delivery Plan (CPDP) 2015 – 2019 was considered.

**RESOLVED** that the Corporate Plan Delivery Plan 2015 – 2019 be approved.

Speaker

Councillor K.A. Kondakor  
Mrs. M. Kondakor

Options

To agree the plan as set out.  
To not agree the plan as set out.  
To make amendments to the content of the plan.

Reasons

The Corporate Plan Delivery Plan plays a key role in the Strategic Planning Framework and supports the delivery of the Council's key aims and priorities.

CB74 **Nuneaton and Bedworth Financial Inclusion Strategy 2015/16**

The report of the Director – Finance and Procurement presenting the Nuneaton and Bedworth Financial Inclusion Strategy to Cabinet for approval was considered.

**RESOLVED** that the Nuneaton and Bedworth Financial Inclusion Strategy 2015/16 be approved.

Speaker

Councillor K.A. Kondakor

Options

To approve the recommendations.  
To not approve the recommendations.

Reasons

To work in partnership with other public sector and voluntary organizations to tackle financial inclusion across the Borough.

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Chair

**PUBLICATION DATE:** 28<sup>th</sup> April, 2015

**DECISIONS COME INTO FORCE:** 7<sup>th</sup> May, 2015

**CABINET**

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**Report Summary Sheet**

**Date:** 20<sup>th</sup> May 2015

**Subject:** Universal Credit Implementation

**Portfolio:** Finance and Civic Affairs

**From:** Director- Finance and Procurement

**Summary:** The report updates Cabinet on the implementation of Universal Credit in Nuneaton and Bedworth and the Delivery Partnership Agreement that will be in place between the Council and Department for Work and Pensions.

**Recommendations:**

That progress towards implementing Universal Credit in Nuneaton and Bedworth is noted

That the Delivery Partner Agreement with the DWP, as attached at Appendix A, be noted

That an additional income and expenditure budget for 2015/16 of £46,475 be established to reflect the income to be received and costs incurred under the Delivery Partner Agreement

That a further progress report to be brought to Cabinet post-implementation

**Reasons:** To ensure the authority is prepared for the implementation of Universal Credit and can support the residents affected by the changes

<b>Options:</b>	To approve the recommendations To not approve the recommendations
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<b>Subject to call-in:</b>	<b>Yes</b>
<b>Forward plan:</b>	<b>No</b>
<b>Corporate priorities:</b>	Aim 1
<b>Relevant statutes or policy:</b>	Welfare Reform Act 2012

<b>Equal opportunity implications:</b>	None
<b>Human resources implications:</b>	
The implementation of Universal Credit as part of the Delivery Partnership arrangement will have an impact on workload but it is felt that due to the projected numbers this can be managed within existing resource, however additional resource will be required to assist with implementation	
<b>Financial implications:</b>	Funding of £46k is available from the DWP
<b>Health Inequalities Implications:</b>	None
<b>Section 17 - Crime and Disorder Implications:</b>	None
<b>Risk management implications:</b>	None
<b>Environmental implications:</b>	None
<b>Legal implications:</b>	None

<b>Contact details:</b>	<b>Simone Hines Ext 6182</b>
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**NUNEATON AND BEDWORTH BOROUGH COUNCIL**

**Report to: Cabinet – 20<sup>th</sup> May 2015**

**From: Director – Finance and Procurement**

**Subject: Universal Credit Implementation**

**Portfolio: Finance and Civic Affairs (Councillor D. Harvey)**

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1. Purpose of Report

1.1 This report updates Cabinet on the implementation of Universal Credit across Nuneaton and Bedworth and the Delivery Partner Agreement with the Department for Work and Pensions (DWP)

2. Recommendations

2.1 That progress towards implementing Universal Credit in Nuneaton and Bedworth is noted

2.2 That the Delivery Partner Agreement with the DWP, as attached at Appendix A, be noted

2.3 That an additional income and expenditure budget for 2015/16 of £46,475 be established to reflect the income to be received and costs incurred under the Delivery Partner Agreement

2.4 That a further progress report to be brought to Cabinet post-implementation

3. Background

3.1 Universal Credit (UC) replaces a range of existing benefits and was first introduced in 2013 with a number of pathfinder Job Centres. National roll-out of UC began in 2014 and the transition plan runs until 2017. Nuneaton and Bedworth is in the second tranche of the roll-out and will go live from 1<sup>st</sup> June 2015 for new, single applicants only.

3.2 The benefits being replaced by UC include:

- Income based Job Seekers Allowance
- Income based Employment Support Allowance
- Housing Benefit
- Income Support
- Working Tax Credit
- Child Tax Credit

- 3.3 The roll-out will continue across other parts of the country over the next 12 months, in line with the DWP's implementation plan. UC will also be extended to cover applications from families and couples.
- 3.4 UC will be paid by the DWP as a single monthly payment in arrears. This will include the housing element that would previously have been paid by the local authority as Housing Benefit. This includes social tenants, whose housing benefit is currently paid direct to their landlord.
- 3.5 Applications under Universal Credit will be 'digital as appropriate' and applicants will be encouraged to apply on-line.

#### 4. Local Authority Role - Delivery Partner Agreement

- 4.1 Universal Credit will be administered and paid by the DWP but the local authority will still have the following role:
- Providing support to applicants to apply on-line for UC
  - Providing personal budgeting support to applicants who are identified as having a need
  - Providing technical support to UC staff at the DWP in relation to housing cost queries
- 4.2 A Delivery Partner Agreement (DPA) will be in place between the Council and the DWP to formalise the role set out above. This will run from 1<sup>st</sup> June 2015 to 31<sup>st</sup> March 2016 – the role of local authorities after that time is unclear. A copy of the final DPA for Nuneaton and Bedworth is set out at Appendix A. At the time of writing the report, the final version of the DPA has been received from the DWP and is being reviewed. The DPA will need to be signed by the Director – Finance and Procurement and a verbal update will be given at the meeting.
- 4.3 The DWP will provide financial support to fund the Council's role in Universal Credit so that it will be financially neutral. The funding is based on volumes, with an additional fixed amount to pay for management costs and publicity and promotion.
- 4.4 The volumes of claims that are anticipated for NBBC from 1<sup>st</sup> June to 31<sup>st</sup> March 2016 are set out in the table below. Initially these numbers are expected to be small due to the limited claimant type that is transferring to Universal Credit :

	<b>Total Numbers – June 2015 to March 2016</b>
Total UC Claims anticipated	1,431
Online supported access	72
Personal Budget Support – straightforward (2 hrs)	54
Personal Budget Support – complex (6 hrs)	18

Local Council Tax Support claims	154
Support for UC Service Centre	286

4.5 Based on these volumes, the total funding that is expected to be received is £18,678, plus £22,797 for management support and £5,000 for one-off costs. This comes to a total of £46,475.

4.6 Despite the relatively small numbers of claimants affected, there is a lot of planning and preparation to be done ahead of 1<sup>st</sup> June. This includes training staff, not just in Revenues and Benefits but also in Customer Services and Housing, and holding briefing sessions for local landlords. We are also working with the DWP to promote the implementation of Universal Credit across the Borough and where customers can go for help. A member seminar is also being arranged.

## 5. Impact on the Council

5.1 Although the Council will not be responsible for processing or paying Universal Credit claims, it is likely that there will still be an impact on our day to day operations. The impact is likely to include:

- Revenues and Benefits Team – assisting customers with claiming UC online and dealing with UC claimants applying for Local Council Tax Support. Answering general queries, as well as providing budgeting support. The team will also be expected to provide assistance to the DWP on housing benefit queries
- Customer Services – additional customer enquiries and potential greater demand for digital facilities to enable online applications
- Housing – UC only allows direct payment to landlords in exceptional circumstances and for a limited time period. This may have an impact on HRA rental income.
- UC will be paid as a single monthly payment in arrears. This may increase the workload of the Financial Inclusion and Debt Recovery Teams if customers find budgeting difficult and fall into debt with other bills, such as Council Tax
- Potential increase in homelessness claims and difficulties for residents in securing private sector tenancies
- Potential increase in the number of applications for Discretionary Housing Payments from those claimants receiving Universal Credit

5.2 The DWP funding set out at section 4.5 can be used to fund additional staffing in the short term to mitigate some of these impacts. Cabinet are asked to approve that additional income and expenditure budgets of £46,475 are established in order to spend the DWP funding as appropriate.

5.3 The impact on HRA income is difficult to predict and could be a long term issue. The HRA Business Plan reflects this risk and the potential increased bad debt provision as a result of a higher level of arrears.

## 6. **Conclusion**

6.1 The roll-out of Universal Credit from 1<sup>st</sup> June will have an impact on both our customers and the Council. Although volumes are expected to be small initially, the Council is working alongside the DWP to ensure that the changes under UC are promoted to customers and that our staff have sufficient understanding to be able to support customers in applying for the new benefit.

6.2 The most significant impact is likely to be as a consequence of UC being paid as a single, monthly payment in arrears and not having automatic payments to landlords. The Council will be providing additional support to UC customers to help them to manage their money. The impact on HRA rental income will need to be closely monitored.

Simone Hines

**DATED - 1 May 2015**

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

**and**

***(2) Nuneaton and Bedworth Borough Council***

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**UNIVERSAL CREDIT DELIVERY PARTNERSHIP AGREEMENT**

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UC DPA final

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**THIS AGREEMENT** is made on **01/5/2015**

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) Nuneaton and Bedworth Borough Council , Town Hall, Coton Road, Nuneaton, Warwickshire, CV11 5AA ('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. Learning from early live running of Universal Credit has also revealed a current requirement for assistance from LAs with complex housing cost claims.
- 1.3. From April to October 2013 the Department has had Delivery Partnership Agreements ("DPAs") in place with local authorities in the Pathfinder areas to ensure that people in such circumstances can readily obtain the support they need to access Universal Credit services and to move closer to and into work wherever possible.
- 1.4. 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.
- 1.5. As part of UC Live Service **Nuneaton and Bedworth Borough Council** have agreed to be a delivery partner from **01/06/2015 to 31/03/2016** in accordance with this DPA.
- 1.6. 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) 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 Agreement will support national expansion of Universal Credit as an interim arrangement, until the full Universal Support offer is in place.
- 1.7. Partnership working is crucial to the delivery of this Agreement and will lay the foundations upon which the Local Support Services will be developed and delivered.

1.8. The following partnering principles will apply as the Department and the Council move forward.

The Department and the Council are:

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

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

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

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

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

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

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

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

- 3.1 The Department will pay the Council on presentation to the Department by the Council of a valid invoice in such form and containing such information as the Department reasonably requires for the costs incurred by the Council in providing those services and activities and in accordance with the funding arrangements set out in Schedule 2. Payment will be subject to validation by the Department which may include additional information being requested by the Department. Invoices must be presented monthly or at agreed intervals.
- 3.2 Subject to clause 3.1 the Department will pay the Council for the costs incurred by the Council in providing the services and undertaking the activities set out in 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
- 3.3 Payment is time bound and invoices need to be submitted promptly. DWP cannot make payment in advance for services that have not been delivered.

### **4. MANAGEMENT INFORMATION**

- 4.1 The Council will provide the following information each month to the Department and on an 'ad-hoc' basis (as agreed by parties on an exceptional basis), in such format and/or media as the Department reasonably requires:
  - Number of claims requiring additional support (i.e. one to one assistance needed in order to complete the claim process)
  - Volume of referrals to personal budgeting support received;
  - Volume of referrals to personal budgeting support that resulted in telephone advice by the Council (or provider)
  - Volume of referrals to personal budgeting support that resulted in face to face advice by the Council (or provider)
  - For each claimant, details of:
    - Date referral received from the Department
    - Who delivered Personal budgeting support (the Council or 3<sup>rd</sup> sector provider)
    - Personal budgeting support provision details – date, channel(s), frequency, offering
    - Outcomes i.e. completed action plan and/or knowledge check
    - Failure of claimants to attend and reason why
    - If alternative payment arrangements can be removed because claimant now able to manage
  - Number of manual applications to Local Council Tax Reduction Scheme processed
  - Number of cases where Universal Credit service centre contacts the Council to complete the evidence gathering or makes checks on the claimant.

## 5. GOVERNANCE

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

- Monthly review meetings that will take place between the Council and the Department at a working level; and
- Quarterly review meetings will take place between the Council's Managing Director, and the District Manager (DWP) or their nominated representatives

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

5.2 The Council will attend where required the Department's governance meetings as appropriate.

5.3 The Council will participate in the Department's evaluation process, to support continuous improvement and inform the future roll out of Universal Credit. This will include interviews of the Council's staff and third party service providers, where appropriate. The feedback from the evaluation interviews will be kept anonymous.

5.4 The Department's District Manager and the relevant senior Council Official **Director of Finance and Procurement** or other nominees as agreed locally, shall use reasonable endeavours to resolve all issues and differences arising out of or in connection with this Agreement by means of prompt discussions.

5.5 If the Council has a query relating to Universal Credit, in the first instance, the Council will attempt to resolve the query from existing guidance. If the query remains unresolved, the Council will complete the LA Issue Resolution Template and forward the query to **Liz Barrett@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.

5.6 If the Department has a query relating to UC for the Council to resolve, the Council will seek to resolve queries submitted within 5 working days and in exceptional circumstances within 10 working days except where the query relates to a customer. In these circumstances the query should be resolved as soon as possible and within a maximum of 5 working days.

## 6. CHANGE CONTROL

6.1 Either the Department or the Council may propose a variation to the activities listed, in writing (including but not limited to electronic mail) to the other, and the other shall confirm in writing (including but not limited to electronic mail) to the Party who proposed the variation, whether it agrees or does not agree to the variation as soon as practicable and in any event within 30 calendar days.

6.2 Immediately upon agreement by the other in accordance with clause 6.1 above, the Department's nominated signatory and the Council's nominated signatory shall sign a variation whereupon the Parties shall be bound by those terms.

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

- 7.1 DWP/Councils are Data Controllers under the Data Protection Act 1998 and are joint Data Controllers for the purposes of Universal Support
- 7.2 DWP and the Council 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.
- 7.3 DWP and the Council 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.
- 7.4 The full detail of each party's responsibilities related to data protection will be set out in a separate Data Sharing Agreement signed by both DWP and the Council.
- 7.5 From time to time either party may receive requests for information relating to this Agreement 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.

## **8. CONFIDENTIALITY**

- 8.1 Both Parties must ensure that they (and any person they employ or engage) only use Confidential Information belonging to the other for the purposes of the UC Live Service and neither Party shall disclose Confidential Information of the other without the other's prior written consent.
- 8.2 Both Parties shall be allowed to disclose Confidential Information to any person who they employ or engage in connection with the UC Live Service provided that that other person is bound by confidentiality obligations substantially the same as those set out in this clause 8.
- 8.3 This clause 8 shall continue to apply after this Agreement 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. HEALTH & SAFETY**

Both Parties shall co-operate with the other to ensure the health, safety and welfare of their employee, customers and visitors. In particular, they shall take all reasonable steps to:

- o Inform each other of any risks arising out of each others businesses
- o Co-ordinate the emergency procedures, including evacuation arrangements and first aid provision
- o Co-ordinate the exchange and management of information in respect of serious offenders, potentially violent persons, staff protection lists and dangerous areas.
- o Co-ordinate the collection and management of health and safety management information
- o 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.

## **10. DIVERSITY & EQUALITY**

10.1 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.

## **11. TERMINATION**

11.1 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 11.2, termination or expiry of the UC Live Service shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Agreement prior to termination or expiry.

11.2 In the event of either Party terminating their involvement under clause 11.1, 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

## **12. RIGHTS OF THIRD PARTIES**

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

## **13. SEVERABILITY**

13.1 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.

#### **14. DISPUTE RESOLUTION**

- 14.1 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.

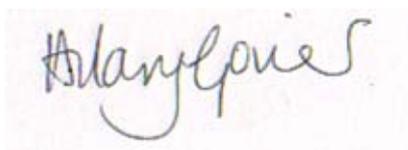
#### **15. LAW AND JURISDICTION**

- 15.1 Subject to the provisions of clause 14.1, 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.

#### **16. INTERPRETATION**

- 16.1 Schedule 3 shall have effect.

**SIGNED on behalf of the Department for Work and Pensions by Hilary Govier**

A handwritten signature in black ink, appearing to read 'Hilary Govier', is written on a light-colored rectangular background.

Authorised Signatory

**SIGNED on behalf of Nuneaton and Bedworth Borough Council by Simone Hines**

Authorised Signatory

## SCHEDULE 1

### UNIVERSAL CREDIT SERVICE PROVISION

#### PART 1

The Department will:

- provide reasonable support to the Council in the development and implementation of local service provision, 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 timely data to support the Local Council Tax Reduction Scheme.
- perform the acts, functions and roles assigned to it in accordance with the outline of the Personal Budgeting Support Arrangements set out in Part 1 of Appendix 1.

#### PART 2

The Council will:

- ensure agreed local service provision is available from 1<sup>st</sup> June 2015;
- comply with the Department's governance and evaluation processes which are notified to the Council in writing;
- monitor the impact and take appropriate actions to mitigate the impact on current business relating to administering the housing benefit provision as a result of the introduction of UC;
- inform the Department of any potential barriers to the delivery of local service provision;
- participate in discussions with the Department, pursuant to the Partnering Principles, that will further support the ambitions of the wider Department and Local Authorities in the delivery of Universal Support. Where deemed appropriate, and as a result of those discussions, any resultant changes to this Agreement will be subject to agreement in accordance with the Change Control procedures contained in this Agreement.

The Council will undertake the following services and activities:

- Provide support to UC Service Centre staff around housing 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 MGP1 (LA) within 5 working days of receipt of the request. A reminder will be issued after this time has lapsed but the non-return of the completed form may result in an incorrect Universal Credit award.
- Support for claimants to get on-line and stay on line. This will be achieved through:
  - Identifying PC/public internet sites across **Nuneaton and Bedworth Borough Council Universal Credit delivery area.**
  - Identifying which of these locations will have trained staff present to provide 'supported access';

- Publicising these services to residents of **Nuneaton and Bedworth Borough Council**;
- Providing the necessary Management Information to support number of claimants assisted.
- Manual processing for Local Council Tax Reduction Scheme. This will be achieved through:
  - Providing the necessary resource to undertake this activity;
  - Manually inputting agreed data into the Council's systems;
  - Responding to the Department's queries around Local Council Tax Reduction Scheme;
  - Providing the necessary Management Information.
- Support for claimants with complex needs and in particular those who require personal budgeting support by performing the acts, functions and roles assigned to it in the outline of the personal budgeting support arrangements set out in Part 2 of Appendix 1. This will be achieved through:
  - Processing personal budgeting support referrals from the Department including those claimants who have alternative payment arrangements;
  - Identifying the appropriate channel, frequency and provider to deliver personal budgeting support (may not be the Council) and referring the claimant to the right place within the set time frame – set at 2 weeks;
  - Providing (or arranging provision of) telephone or face to face Personal budgeting support and follow up action as appropriate;
  - Report the outcomes of Personal budgeting support provision against the agreed outcome measures; knowledge check, budgeting action plan;
  - Providing the necessary Management Information relating to personal budgeting support including the number of claimants assisted;
  - Referring claimants to the Department who need personal budgeting support (but have been missed in the core process);
  - Referring claimants to the Department who may need an alternative payment arrangement e.g. because of rent arrears or vulnerability.
- Work with Universal Credit Programme in preparing landlords'. This will be achieved through:
  - Hosting landlord forum for Universal Credit;
  - Working with landlords to help get claimants on-line
  - Signposting landlord queries to the Department for resolution;
  - Promoting the appropriate use of online channels within the RSL community in **Nuneaton and Bedworth Borough Council**

## SCHEDULE 2

### FUNDING ARRANGEMENTS

The total UC cost under this Agreement shall not exceed **£55,770.00** for services delivered to 31 March 2016.

This arrangement is designed to support initial roll out only from June 2015.

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

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

Exceptionally, where volumes are significantly different, this can be raised by either party for further consideration.

## SCHEDULE 2

DPA Costs	Volume Assumptions to March 2016	Payment Basis  Volumes	Maximum cost to 31 March 2016  £k
On-Line supported access	£25.66 per hr	72	1847.00
PBS	£25.66 per hr x 2 hrs	54	2771.00
PBS complex	£25.66.00 per hr x 6	18	2771.00
LCTRS Manual processes	£25.66 per hr	154	3951.00
Support for UC Service Centre	£25.66 x 286	Reimburse agreed cost on a monthly basis	7338.00
Management (0.5 pos reducing after 6 months)	£40.71 per hr x 70 hours x 6	Reimburse agreed cost on a monthly basis	17,098.00
Management (0.5 pos 4 months)	£40.71 per hr x 35 hours x 4	Reimburse agreed cost on a monthly basis	5699.00
One off Costs if applicable	Personal budgeting training  Staff UC awareness training  Setting up invoicing and checking process with relevant teams.  UC awareness to Housing Officers / and joint delivery of UC events	Agreed costs which are reasonable and proportionate , not capital, novel or contentious nor paid in advance	5000.00
<b>Sub Total</b>			46,475.00
<b>VAT (20%)(</b>			9295.00
<b>Total (including VAT)</b>			<b>£55,770:00</b>

### SCHEDULE 3

#### INTERPRETATION

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

<b>“Agreement”</b>	means this agreement between the Parties including its schedules.
<b>“Confidential Information”</b>	means information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored), information the disclosure of which would, or would be likely to, prejudice the legitimate interests of any person, and all Personal Data
<b>“Council”</b>	means Stratford-upon-Avon District Council
<b>“Data Controller”</b>	bears the meaning ascribed to it in the Data Protection Act 1998.
<b>“Data Processor”</b>	bears the meaning ascribed to it in the Data Protection Act 1998.
<b>“Delivery Partnership Agreement or “DPA”</b>	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 Agreement is not intended to, or deemed to establish any partnership or joint venture between the Parties to this Agreement, 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.
<b>“Department”</b>	means the Department for Work and Pensions whose principal place of business is at Caxton House, Tothill Street, London SW1H 9NA.

<b>“Local Support Services Framework”</b>	sets out the principles for delivering localised support services to people who might need extra help to make or maintain a claim for Universal Credit. Now known as Universal Support Delivered Locally
<b>“Management Information”</b>	means information of the kinds mentioned in clause 4.
<b>“Pathfinder”</b>	means the localised Universal Credit claimant support services which were provided by one of 4 local authorities in the period 29 April 2013 to 27 October 2013.
<b>“Partnership Principles”</b>	means the principles set out in clause 1.6.
<b>"Party"</b>	means the Department and/or the Council and <b>“Parties”</b> shall be interpreted accordingly.
<b>“Personal Data”</b>	bears the meaning ascribed to it in the Data Protection Act 1998.
<b>“Process”</b>	bears the meaning ascribed to it in the Data Protection Act 1998.
<b>“Universal Credit”</b>	bears the meaning ascribed to that expression by the Welfare Reform Act 2012 and shall be interpreted accordingly.
<b>“UC Live Service ”</b>	means the localised Universal Credit claimant support services which are to be provided by local authorities in the period 23 February 2015 to 31 March 2016, an outline of which is set out in Schedule 1

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

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

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.

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

### OPERATIONAL READINESS CERTIFICATE BUSINESS READINESS CERTIFICATE

#### Universal Credit, Local Authority UC Live Service

Universal Credit, Local Authority Business Readiness Certificate Complete prior to Go-Live Date 1 June 2015	
Local Authority:	Nuneaton and Bedworth Borough Council
Name of the person completing this BRC:	Simone Hines

I can confirm that **Nuneaton and Bedworth Borough Council** is ready to deliver the services contained within the Delivery Partnership Agreement in support of Universal Credit Live Service from 1<sup>st</sup> June 2015.

**Signed**

**Date**

## **APPENDIX 1**

### **Outline of Personal Budgeting Support Arrangements**

#### **Part 1**

The Department will:

- Carry out an initial triage process that will highlight claimants needing budgeting support and/or an alternative payment arrangement.<sup>1</sup>
- For those who are unable to self-serve, refer to the Council for provision of budgeting support.
- Ensure claimant consent is obtained to share information with the Council (and providers if applicable) as set out in Appendix 2.
- Provide the Council with details set out in Appendix 3.

#### **Part 2**

The Council will:

- Ensure agreed budgeting support provision is available from go-live.
- Deliver relevant learning and development products to support delivery of budgeting support.
- Comply with the Department's governance and evaluation processes.
- Inform the Department of any potential barriers to the delivery of local service provision.

The Council will provide support for claimants 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.

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<sup>1</sup> An APA is a method of paying a claimant differently to help them manage their money better when faced with the changes that UC will bring (e.g. fortnightly payments instead of monthly).

- Report the outcomes of personal budgeting support provision against the agreed outcome measures; knowledge check, budgeting action plan set out in Appendix 4.
- 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 triage process).
- Referring claimants to the Department who may need an alternative payment arrangement (e.g. because of rent arrears or vulnerability).

**APPENDIX 2**

**Claimant Consent**

Personal Budgeting Support consent form

Name

National Insurance number

Date of birth

You can get support and advice about managing your money. To do this, the Department for Work and Pensions (DWP) needs to give your local council some details about you. The council will use these to arrange an appointment for you. They may share them with partner organisations that provide money and budgeting advice.

The details we share would be your:

- name
- National Insurance number
- date of birth
- address
- contact phone number
- alternative payment arrangement for Universal Credit (if you have one), and when it will be reviewed

Your details will only be shared if you agree to it. The local council and their partner organisations will only use this information to arrange advice and support about managing your money. They will tell the DWP about the support you get.

**Declaration:**

I agree that:

the DWP can share the details listed above with my local council, so they can arrange money advice and support for me

my local council can give the DWP details about the support and advice I get, and how it has helped me

I understand that I can withdraw this consent at any time by phoning Universal Credit on 0845 600 0723.

Signed .....

Date .....

Name (print) .....

Adviser.....

Date.....

You can find out more about how the DWP uses your information at <http://www.dwp.gov.uk/privacy-policy/>

### **APPENDIX 3**

#### **Information Supplied to the Council**

Following the initial budgeting support triage process carried out by the Department, those claimants deemed as needing budgeting support will be referred to the Council by the Department and will provide 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 set.

APPENDIX 4

Information Supplied to the Department

Part 1

Outcome Report of LA Money Advice Provision

Info provided by DWP (via email or phone referral)

<b>Claimant's Name:</b>	
<b>NINo:</b>	
<b>Local Authority receiving the referral:</b>	
<b>DWP Live Service office:</b>	
<b>Reason for Money Advice referral</b> (Select one reason only)	<b>PBS need identified by DWP</b> <input type="checkbox"/> (no APA need identified)  <b>Possible APA need identified by DWP</b> <input type="checkbox"/> (please specify APA type)  MFP <input type="checkbox"/>  MPTL <input type="checkbox"/>  Split <input type="checkbox"/>

**Date this form completed:**

--

**For completion by LA**

Questions		
1.	Was this a self-referral from the claimant?	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>
2.	Date you received the referral	/ /
3.	Were you able to contact the claimant? *	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>
4.	Has the claimant changed LA (but are still within the Live Service area)	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>
4.	Did the claimant attend their Money Advice session? **	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>
6.	Which Money Advice provider did you refer the claimant to? Give the Provider name(s)	1. 2. 3.
7.	What service(s) did the provider offer the claimant?	
8.	Channel of support	<b>1. A mix of phone and face to face?</b> <input type="checkbox"/>  Number of phone contacts? <input style="width: 40px; height: 20px;" type="text"/>

		<p>Number of face to face contacts <input type="text"/></p> <p><b>2. Face to face only?</b> <input type="checkbox"/></p> <p><b>3. Telephone only?</b> <input type="checkbox"/></p> <p><b>4. Other e.g. group session such as a Budgeting Club?</b> <input type="checkbox"/></p> <p>Please specify:</p> <div style="border: 1px solid black; height: 80px; width: 100%;"></div>
9.	How many interviews did they have?	<p><b>1. Face to face</b> <input type="checkbox"/> How many? <input type="text"/></p> <p><b>2. Telephone</b> <input type="checkbox"/> How many? <input type="text"/></p> <p><b>3. A mix of phone and face to face</b> <input type="checkbox"/> How many by phone? <input type="text"/> How many face to face? <input type="text"/></p> <p><b>4. Other e.g. group session such as a Budgeting Club</b> <input type="checkbox"/></p> <p>Please specify</p>

		<div style="border: 1px solid black; width: 100%; height: 100%;"></div>
10.	What type of Money Advice did this claimant get?	<ol style="list-style-type: none"> <li>1. <b>Understanding the key UC financial changes</b> <input type="checkbox"/></li> <li>2. <b>How to work out monthly income</b> <input type="checkbox"/></li> <li>3. <b>How to work out monthly outgoings</b> <input type="checkbox"/></li> <li>4. <b>How to complete a budgeting plan</b> <input type="checkbox"/></li> <li>5. <b>How to maintain a budgeting plan</b> <input type="checkbox"/></li> <li>6. <b>How to get a bank account</b> <input type="checkbox"/></li> <li>7. <b>How to set up a direct debit</b> <input type="checkbox"/></li> <li>8. <b>Understanding priority bills</b> <input type="checkbox"/></li> <li>9. <b>How to cut back on non-essentials</b> <input type="checkbox"/></li> <li>10. <b>Where to get more help</b> <input type="checkbox"/></li> <li>11. <b>Other Money Advice – please give details:</b></li> </ol>

11.	Did the claimant complete a Budgeting Action Plan?	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>
12.	Was / is the claimant part of any additional on-going Budgeting Support programmes prior to claiming Universal Credit? (please specify)	
13.	If an APA is in place, does the claimant feel in a position to have the APA reviewed?	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>  If APA is still appropriate, is the claimant undertaking long term support to help with root cause issues? No <input type="checkbox"/>  Yes <input type="checkbox"/>  If yes, please specify: <div style="border: 1px solid black; height: 40px; width: 100%; margin-top: 5px;"></div>

\*If answer here is 'no', return the form at this point. NB at least 3 attempts to contact the claimant should have been made.

\*\* If answer here is 'no', return the form at this point. This includes dropping out part way through a course of sessions

Return this form via e-mail to: [Linda.j.roberts@dwp.gsi.gov.uk](mailto:Linda.j.roberts@dwp.gsi.gov.uk)

#### APPENDIX 4

#### Information Supplied to the Department

#### Part 2

#### Knowledge Check

Following completion of budgeting support, the Council will conduct a check with the claimant and provide the following information:

<b>Your Name:</b>	
<b>Your National Insurance Number:</b>	
<b>Q1.</b> Did the advice session(s) on money matters help you feel more confident about managing your money and paying your bills? (Please tick one	1. Yes 2. No

answer)	3. Don't know
<b>Q2.</b> Do you think you'll be able to manage your money on a monthly basis?	1. Yes 2. No 3. Not sure
<b>Q3.</b> Have the advice session(s) encouraged you to seek further advice about managing your money?	1. Yes 2. No  If you answered Yes, go to Q4 If you answered No, go to Q5
<b>Q4.</b> Who would you go to in the future if you need more help managing your money?( If you would like to give more than one answer please put the most important at the top)	1..... 2..... 3.....
<b>Q5.</b> What do you think is the most important bill you have to pay? (please specify in order of importance)	1..... 2..... 3.....
<b>Q6.</b> What do you think you will do with your budgeting action plan?	1. Keep it in case I want to look at it again  2. Update it regularly with my income and outgoings  3. Throw it away when I leave here as I

	won't need it again.
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