

KEY DECISION NOTICE

SERVICE AREA:	Place Directorate
SUBJECT MATTER:	WORKING WELL INTER-AUTHORITY AGREEMENT
DECISION:	It is DETERMINED and APPROVED that: The Council agrees the Working Well Inter-Authority Agreement including the Information Sharing Agreement.
DECISION TAKER(S):	Councillor Gerald P Cooney
DESIGNATION OF DECISION TAKER(S):	Executive Member (Learning, Skills and Economic Growth)
DATE OF DECISION:	16 December 2015
REASON FOR DECISION:	The Council as part of the Greater Manchester Combined Authority (GMCA) agreed to an expansion of the Working Well pilot as part of the Devolution Agreement. This Inter-Authority Agreement is the formal agreement to govern this work expanding the Working Well Programme to 15,000 GM residents.
ALTERNATIVE OPTIONS REJECTED (if any):	The Working Well Phase 1 Expansion has been co-designed with the Department for Work and Pensions for the GMCA area. An alternative option of a smaller scale pilot would not have been feasible.
CONSULTEES:	None
FINANCIAL IMPLICATIONS: (Authorised by Section 151 Officer)	<p>There is no financial investment required from the GMCA authorities in respect of the Working Well Phase 1 Expansion. Working Well is funded by European Social Fund (ESF) and DWP. Grant funding will be received and monitored by the lead authority, Trafford MBC.</p> <p>DWP have confirmed new funding to Greater Manchester of £6 million over a three year period for the phase one expansion of the Working Well programme, commencing in April 2016.</p> <p>ESF funding will be used on top of the DWP funding to support the expansion of the programme. Further information in respect of the exact value and any conditions attached to this funding will be required before the programme commences.</p> <p>The partnership agreement will commit the Council to indemnify the lead authority in the event of any losses it may incur as a result of a third part claim, along with the nine other authorities; should this occur funding would need to be identified. In relation to the Information Commissioners Office (ICO), the maximum liability has been identified as £50,000 it is not possible at this stage to quantify the liability in respect of other areas.</p>
LEGAL IMPLICATIONS: (Authorised by Borough Solicitor)	The Inter-Authority Agreement provides a fair and equitable arrangement for the governance of the Working Well Expansion Programme. It also requires each of the ten authorities to indemnify the Lead Authority in the event of any losses it may incur as a result of a third party claim. This is a normal

	arrangement, the degree of risk is low and what is proposed is satisfactory from a legal standpoint.
CONFLICT OF INTEREST:	None
DISPENSATION GRANTED BY STANDARDS COMMITTEE ATTACHED:	None
REFERENCE DOCUMENTS:	<p>The background papers relating to this report can be inspected by contacting the Report Writer, by: The background papers relating to this report can be inspected by contacting the report writer David Berry, Project Lead, by:</p> <p> Telephone: 0161 342 2246</p> <p> E-mail: david.berry@tameside.gov.uk</p>

Signed..... Dated.....

Councillor Gerald P Cooney – Executive Member (Learning, Skills and Economic Growth Services)

KEY DECISION REPORT

SERVICE AREA:	Place Directorate
SUBJECT MATTER:	WORKING WELL INTER-AUTHORITY AGREEMENT
DATE OF DECISION:	16 December 2015
DECISION TAKER	Councillor Gerald P Cooney, Executive Member (Learning, Skills and Economic Growth)
REPORTING OFFICER:	Damien Bourke, Assistant Executive Director, Development and Investment
REPORT SUMMARY:	Working Well is a Department for Work and Pensions and Greater Manchester (GM) wide programme to support residents into employment. Working Well is being expanded to 15,000 residents across GM as Phase 1 of the Expansion. Previously Working Well was delivered to 5,000 residents as a Pilot. Tameside Council will support around 1000 residents as part of the Expansion building on successful delivery of the Pilot.
RECOMMENDATIONS:	It is DETERMINED and APPROVED that: The Council agrees the Working Well Inter-Authority Agreement including the Information Sharing Agreement.
JUSTIFICATION FOR DECISION:	The Council as part of the Greater Manchester Combined Authority (GMCA) agreed to an expansion of the Working Well pilot as part of the Devolution Agreement. This Inter-Authority Agreement is the formal agreement to govern this work expanding the Working Well Programme to 15,000 GM residents. It is expected that 3,000 residents will be supported into employment through this programme.
ALTERNATIVE OPTIONS REJECTED (if any):	The Working Well Phase 1 Expansion has been co-designed with the Department for Work and Pensions for the GMCA area. An alternative option of a smaller scale pilot would not have been feasible.
CONSULTEES:	None
FINANCIAL IMPLICATIONS: (Authorised by Section 151 Officer)	There is no financial investment required from the GMCA authorities in respect of the Working Well Phase 1 Expansion. Working Well is funded by European Social Fund (ESF) and DWP. Grant funding will be received and monitored by the lead authority, Trafford MBC. DWP have confirmed new funding to Greater Manchester of £6 million over a three year period for the phase one expansion of the Working Well programme, commencing in April 2016. ESF funding will be used on top of the DWP funding to support the expansion of the programme. Further information in respect of the exact value and any conditions attached to this funding will be required before the programme commences.

	<p>The partnership agreement will commit the Council to indemnify the lead authority in the event of any losses it may incur as a result of a third part claim, along with the nine other authorities; should this occur funding would need to be identified. In relation to the Information Commissioners Office (ICO), the maximum liability has been identified as £50,000 it is not possible at this stage to quantify the liability in respect of other areas.</p>
<p>LEGAL IMPLICATIONS: (Authorised by Borough Solicitor)</p>	<p>The Inter-Authority Agreement provides a fair and equitable arrangement for the governance of the Working Well Expansion Programme. It also requires each of the ten authorities to indemnify the Lead Authority in the event of any losses it may incur as a result of a third party claim. This is a normal arrangement, the degree of risk is low and what is proposed is satisfactory from a legal standpoint.</p>
<p>RISK MANAGEMENT:</p>	<p>The Inter-Authority Agreement is the formal governance for the Working Well Expansion Programme and therefore needs to be approved and agreed to support the delivery of this work in Tameside prior to the contract start date of 1 February 2016.</p>
<p>LINKS TO COMMUNITY PLAN:</p>	<p>Working Well delivers the Tameside Strategic Partnership's prosperous and healthy priorities by supporting vulnerable residents to achieve outcomes including raised skill levels, improved health and employment.</p>
<p>REFERENCE DOCUMENTS:</p>	<p>The background papers relating to this report can be inspected by contacting the Report Writer, by:</p> <p> Telephone: 0161 342</p> <p> E-mail: @tameside.gov.uk</p>

1.0 INTRODUCTION

- 1.1 Working Well is a Department for Work and Pensions and Greater Manchester (GM) wide programme to support residents into employment. Working Well is being expanded to 15,000 residents across GM as Phase 1 of the Expansion. Previously Working Well was delivered to 5,000 residents as a Pilot. This Key Decision sets out the Greater Manchester Combined Authority (GMCA) Inter-Authority Agreement (IAA) including the Information Sharing Agreement (ISA) relating to the Working Well Programme Phase 1 Expansion for approval.
- The Inter-Authority (Partnership) Agreement is attached as appendix A
 - The ISA is attached as appendix B
- 1.2 An Executive Decision was taken in July 2014 by Tameside Council to agree the Partnership Agreement for the Working Well Pilot (the predecessor to the Phase 1 Expansion).
- 1.3 The IAA sets out the GMCA and Trafford Council decision on 15 July 2015 that the lead authority role would be provided by Trafford Council. The Lead Authority is procuring the providers for the expansion. The IAA sets out that each authority including Tameside MBC will indemnify the Lead Authority.
- 1.4 There is no financial contribution required from GMCA Authorities to the Working Well Phase 1 Expansion. Working Well is funded by European Social Fund (ESF) and DWP. The expansion will commence on the 1st February 2016 with referrals ending in March 2017 (referred participants will receive up to 2 years support giving the programme an end date of 2019).
- 1.5 The Working Well Pilot has been implemented effectively and is supporting people into work. The success of the Pilot supported the Phase 1 Expansion to 15,000 residents under the Devolution agenda in Greater Manchester (GM). Working Well is led by at GMCA level by Theresa Grant, Chief Executive, Trafford Council through a Working Well Programme Board.

2.0 WORKING WELL

- 2.1 Across GM, around 227,000 people are claiming out-of-work benefit. The cost of worklessness and the impact of low-pay have now reached over £2 billion. Rather than a nationally led scheme, the Working Well Programme is managed and led locally which offers GMCA the opportunity to work with local providers who understand the local landscape and can deliver bespoke solutions and products to get the long term unemployed back into work.
- 2.2 The Working Well Pilot has been operating effectively in GM with over 4,000 referrals onto the programme and 190 of those moving into work since March 2014. Over the lifetime of the Pilot GM is on track to achieve 15% of those on the programme achieving sustained work.
- 2.3 In Tameside the Pilot has been effectively implemented with 358 residents participating and 17 of these currently achieving employment. Working Well has supported the wider integration of public services in Tameside (particularly around health, housing work and skills) to support individuals to overcome barriers and enter into work. The Expansion of Working Well has the support of the Tameside Prosperous Board and Health and Wellbeing Board.
- 2.4 In November 2014 a devolution deal was agreed with Central Government for Greater Manchester. Part of the devolution of power was around the skills and employment landscape. The vision is: *'Our ambition is to create an integrated employment and skills*

eco-system, which has the individual and employer at its heart, and that better responds to the needs of residents, business and the economy'.

- 2.5 The ambition of the devolution agreement is to achieve better outcomes for residents by securing significant influence, and ultimately control, over public spending in Greater Manchester (GM). The agreement was made on the condition that the GMCA will adopt a mayoral model of governance. The benefits of the agreement cover a range of thematic areas including investment funds; transport; business support; housing; and planning.
- 2.6 There are 5 key components of the employment and skills devolution agreement, one component is the expansion of the existing Working Well Programme, ultimately supporting 50,000 people to progress towards employment. Building on the existing pilot Working Well Programme, the Working Well Expansion Programme will provide participants with integrated, intensive support going forward.
- 2.7 In addition to supporting residents into employment, the Working Well Expansion Programme will support those in low paid or insecure employment to progress to higher skilled and higher paid jobs. Greater Manchester has low levels of productivity compared with London, and a key outcome of Working Well Expansion Programme going forward, is to increase productivity levels and reduce dependency of those in work who continue to rely on benefits such as Working Tax Credits.
- 2.8 The Working Well Expansion Programme will consist of three separate elements: the Keyworker Service; the Mental Health Therapeutic Interventions tender; and the Skills for Employment tender. It is envisaged that these elements will begin delivery at the same time and they will work together and integrate with other local services, to provide a holistic approach to moving people into sustainable employment. The Keyworker Service is the linchpin of the future Working Well Expansion Programme and all clients will be supported through this service.
- 2.9 Phase 1 of the expansion will run from 2016-17 based on expanding the existing cohorts of clients. Post 2017 Phase 2 of the expansion will align with Work Programme co-commissioning between GMCA and DWP and the reconfiguration of the GMCA skills landscape (both agreed in the Devolution Agreement).
- 2.10 It is anticipated that across GM 15,000 clients will receive support over the 51 months, with an aspiration of supporting a minimum of 15% into sustained employment. Clients will be referred to the Working Well Expansion Programme by Jobcentre Plus. The Working Well Expansion Programme will deliver services to these clients for a period of 51 months starting in February 2016. Clients will receive a minimum of 24 months support and a further twelve months of in-work support should they secure employment.

3.0 INTER-AUTHORITY AGREEMENT

- 3.1 The IAA and ISA reflect the principles and working arrangements set out from the outset of the Working Well Phase 1 Expansion.
- 3.2 In approving the IAA Tameside Council is committed to indemnifying the Lead Authority in accordance within the terms of the IAA. Sections 8 and 11 of the IAA set out in detail that each GM Local Authority will indemnify the Lead Authority should any losses be accrued by them as a result of a claim by a third party. Each authority would bear 1/10th of the total loss. The indemnity would not be payable if the losses were due to the negligence of the Lead Authority.

4.0 RECOMMENDATIONS

4.1 As set out on the front of the report.



WORKING WELL PROGRAMME

Information Sharing Agreement between

Trafford Borough Council

And

Bury MBC

Bolton MBC

Oldham MBC

Manchester CC

Rochdale BC

Salford CC

Stockport MBC

Tameside MBC

Wigan MBC

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FOREWORD

The Working Well Expansion Programme (WWEP) is a Greater Manchester wide scheme administered by Trafford Metropolitan Borough Council. This is an expansion of the previously undertaken pilot scheme. The expansion of Working Well is a central pillar of Greater Manchester's devolution agreement with Central Government.

The expansion of Working Well will support Greater Manchester's aim to reduce long term unemployment and help more residents into sustained employment, as part of the Greater Manchester Strategy for economic growth and Public Service Reform plans. The Working Well Expansion will also support those in low paid or insecure employment to progress to higher skilled and higher paid jobs.

The WW Expansion Programme aims to provide an expanded level of support to a broader range of claimants than the original pilot. The Greater Manchester Combined Authority (GMCA) and the Department for Work & Pensions (DWP) have agreed the following benefit claimant groups to be actively referred to Working Well from Jobcentre Plus, based on the benefit they are receiving and the stage they are at in their claim. A proportion of Jobseekers Allowance (JSA) claimants who have completed the Work Programme. JSA claimants who completed the Work Programme at least 1 year previously. Employment Support Allowance (ESA) Work Related Activity Group (WRAG) claimants who have completed the Work Programme (for new Work Programme leavers this referral route will only commence once the current WW Pilot stops taking referrals). Lone Parents on Income Support where their youngest child is aged 3 or 4 years. ESA WRAG claimants who have a 18 or 24 month prognosis following their Work Capability Assessment. Individuals who commenced the Work Programme in receipt of Jobseekers Allowance, but were in receipt of Employment Support Allowance on completion. "In work, Low pay", this cohort will include clients who are in work but low paid and in receipt of in-work benefits, or are cycling in and out of insecure employment. This is likely to include Universal Credit claimants subject to in-work conditionality or individuals identified by local health partners as at risk of falling into entrenched worklessness due to their health condition.

Jobcentre Plus will be the exclusive referral agent for the vast majority of referrals to Working Well although we intend to test on a small scale the feasibility of health providers making referrals directly to Working Well, via a Link Worker who will be commissioned or employed by one of the pilot local authorities involved. They will then undertake eligibility checks and, if appropriate, make a formal referral to the relevant provider. Referrals will be made where the health worker feels patients would benefit from aspects of the service e.g. low level or clinical mental health interventions.

It is expected that approximately 17,000 eligible claimants across Greater Manchester will be referred to WW by the Department for Work and Pensions (DWP), General Practitioners and Health workers.

Trafford Borough Council and DWP are the Joint Data Controllers for the WW Expansion Programme.

However, Trafford Borough Council is responsible for contracting with delivery partners and has procured providers to deliver the WW Expansion Programme.

The WW Provider is **XXXXXXX** and they will be responsible for working with referred claimants residing within the following areas:

Bury MBC

Bolton MBC

Oldham MBC

Rochdale BC

Tameside MBC

Stockport MBC

Wigan MBC

Manchester CC

Salford CC

Trafford BC

Unlike the Work Programme, this is not a statutory scheme.

Though the WWEP intends to reflect the same approach and principles underpinning the original pilot programme, it is important to acknowledge the differences. Under the WWEP participation and training will not be subject to mandation by DWP. Only attendance to the initial interview made by the DWP with the WWEP Provider will be subject to mandation.

If a referred claimant does not attend the initial appointment with the WWEP Provider, the WWEP Caseworker must notify the DWP Job Centre Plus adviser to make them aware of this breach of a mandated activity, as the claimant may be liable for a defined benefit sanction.

For these reasons, the sharing of personal information for the WWEP will be for the following purposes:

- nonconsensual data sharing relating to a DWP mandated activity;
- sharing without consent where in a particular case it may be justified to override the common law duty of confidence in the public interest

- voluntary engagement by clients consenting to necessary data sharing between the WWP Providers, local authorities, health workers and support services to help them transform their lives and prepare for work

Claimants taking part in WWP will get support from a WWP Caseworker for up to two years.

The WWP Caseworker will work with them to tackle any barriers which may be stopping them from attaining employment and help them in obtaining integrated support from procured providers and other public services across Greater Manchester.

An Evaluation Partner SQW Ltd has been commissioned to monitor the overall effectiveness of the pilot. Aggregated statistical data from this analysis will be shared with the Greater Manchester authorities.

1 PARTIES

- 1.1 This Information Sharing Agreement (ISA) is between Trafford Borough Council and the following Greater Manchester local authorities:

Bury MBC

Bolton MBC

Oldham MBC

Manchester CC

Rochdale BC

Stockport MBC

Tameside MBC

Wigan MBC

- 1.2 Each Party to this ISA is a separate data controller responsible in law for the determining the purposes for which and the manner in which any personal data are or, is to be processed.

- 1.3 For operational purposes, any personal data shared in accordance with this ISA will flow between the relevant delivery providers procured by Trafford Metropolitan Borough Council and the respective local authority and their representatives within which the participating claimant resides.

- 1.4 Trafford Borough Council's WWEP Providers (hereafter referred to as the "WWEP Caseworker") **(Insert name of Provider)**

2 PURPOSE OF ISA

- 2.1 This ISA outlines the Parties intentions when sharing personal data for the Working Well Expansion Programme (WWEP). This includes:
- the purpose and legal gateway permitting the sharing;
 - the Specified Personal Data to be shared;
 - the legislative and information standards governing the sharing, security, use and retention of disclosed information, including governance controls, security and security breach notification requirements and, the rights of data subjects.
- 2.2 An ISA does not of itself make the sharing of personal data lawful. Nor does the existence of a legal gateway override the need to comply with the common law duty of confidence and, other relevant legislation, including the particular obligations arising out of the European Convention on Human Rights and the Data Protection Act 1998.
- 2.3 This ISA therefore evidences how these legal requirements are to be addressed providing the Parties with assurance that agreed governance controls are in place to ensure that personal information sharing is managed appropriately, and in conformance with the law.

3 LEGAL BASIS & PURPOSE FOR DATA SHARING

- 3.1 Specified Personal Data may be shared for each of the purposes under the corresponding legal authority set out below.

3.1.1 *Non consensual*

(i) Public interest justification for sharing

Disclosures by Trafford Borough Council (via the WWEP Caseworker) with another local authority or vice versa where on a case by case basis it is considered necessary to set aside an obligation of confidence in the interests of:

- Safeguarding vulnerable adults or children
- Reducing risk to individuals, service providers and the public as a whole

- The prevention and detection of crime

3.1.2 *Consensual*

(i) Provision of Support Services

Proportionate and necessary Specified Personal Data will be:

- disclosed by Trafford Borough Council (via the WWEP Caseworker) to the relevant local authority where the WW participant agrees to a referral to one or more of the support services the local authority provides;
- disclosed by the relevant local authority (via their Link Worker) to Trafford Borough Council (via the WWEP Caseworker) following referral via a health worker and subsequent validation of participation with the DWP Job Centre Plus Work Coach. The Link Worker is responsible for seeking consent and recording the outcome.
- exchanged where Trafford Borough Council (via the WWEP Caseworker) provides the local authority with assurance that the WWEP participant consents to the sharing of Specified Personal Data to enable the WWEP Caseworker to arrange targeted support focusing on the particular needs of the WWEP participant. The WWEP Caseworker is responsible for seeking consent and recording the outcome.
- exchanged where Trafford Borough Council (via the WWEP Caseworker) and the local authority provides the DWP Job Centre Plus Work Coach with details of appointments, training and support that the WWEP participant is undertaking, where consent has been provided by the WWEP participant to the sharing of Specified Personal Data to enable the WWEP Caseworker to ensure that any support services arranged do not conflict and that the requirements of the claimant commitment are able to be updated and modified as necessary. The WWEP Caseworker is responsible for seeking consent and recording the outcome

4 SPECIFIED PERSONAL DATA

- 4.1 For the purpose of this ISA, the Specified Personal Data referred to under each of the categories in Section 3 above is:

(a) Section 3.1.1 (i)

Proportionate personal and sensitive personal data where disclosure is considered necessary in a particular case to prevent harm or, for the prevention or detection of crime

(c) Section 3.1.2 (i)

Where the WW participant explicitly consents, no more than the minimum necessary personal and sensitive personal data will be shared observing the “need to know” principle taking account of the nature and circumstances in which the personal data was obtained.

5 FAIRNESS, TRANSPARENCY & CONSENT

- 5.1 In line with the legal obligation under the first data protection principle and the Information Commissioner’s Privacy Notices Code of Practice at the point of referral claimants participating in the WWEP will receive a privacy notice from DWP explaining the nature and extent of personal data sharing for the purposes of employment and training, including how personal information is to be used and with whom it will be shared.
- 5.2 At the first appointment, Trafford Borough Council (via the WWEP Caseworker) will provide participating claimants with a privacy notice ensuring that WW participants are informed about the information collected and recorded about them, the persons or organisations with whom it may be shared, and the purposes of the sharing.
- 5.3 This privacy notice will be accompanied by a consent form. This will ask the participating claimant to agree to the sharing of proportionate information on a ‘need to know’ basis between Trafford Borough Council (via the WWEP Caseworker) and other support services with whom the WWEP participant is or has agreed to work. Along with the WWEP Caseworker is responsible for seeking consent, recording the outcome and providing assurance where this is given.

6 TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

- 6.1 The Parties shall ensure that irrespective of whether Specified Personal Data is in transit or at rest, it is handled in compliance with all relevant legislation, and recognised industry information security standards.
- 6.2 Appropriate technical, security and organisational measures shall be taken to safeguard against unauthorised or unlawful processing of the Specified Personal Data and against accidental loss or destruction of, or damage to, the Specified Personal Data
- 6.3 These measures shall cover all aspects of information governance, data handling and information security addressing organisational and technical

controls such as physical security, system specific security, access privileges, staff reliability and training, including but not limited to ensuring:

- the controls deployed (including the method to be agreed for securely exchanging the Specified Personal Data) are appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Specified Personal Data based on the nature and sensitivity of the Specified Personal Data;
- access to Specified Personal Data complies with the “need to know” principle;
- where the Specified Personal Data is held on portable devices, appropriate encryption is deployed
- where Specified Personal Data is stored or transported in paper form physical security safeguards are in place
- all reasonable steps are taken to establish the reliability of employees (including permanent, temporary, placements, agency staff, consultants or volunteers) authorised to access the Specified Personal Data (including appropriate vetting of prospective employees, in accordance with recognised industry practice);
- employees authorised to access Specified Personal Data have received appropriate training in the law of data protection and information security;
- contracts and/or organisational policies and Codes ensure employees understand their duty of care and confidentiality obligations, including the circumstances in which unauthorised access or inappropriate disclosure of personal information may give rise to:
 - disciplinary measures if confidentiality is breached or Specified Personal Data information is knowingly or recklessly processed in a manner in contravention of the law
 - the commission of a criminal offence under s.55 of the Data Protection Act 1998 if accessing or obtaining personal information without authorisation;
- reasonable steps are taken to maintain and audit compliance with above measures

7 SECURE METHOD OF TRANSFER

7.1 Specified Personal Data shall be transferred by a secure method to be agreed between the Parties. This agreed secure method will be documented.

8 DATA QUALITY AND ACCURACY

- 8.1 Each Party is responsible for the quality and accuracy of the personal information it obtains, uses and discloses.
- 8.2 Before exchanging Specified Personal Data common identifiers (excluding National Insurance Numbers) will be agreed to limit the potential for avoidable mismatches.
- 8.3 If a Party later discovers information is inaccurate, it will take reasonable steps to inform other recipients to enable the correction or updating of their records/case management systems.

9 OTHER USES/DISCLOSURE

- 9.1 No Specified Personal Data will be used for purposes other than those outlined in Section 3 of this ISA or disclosed to a third party unless permitted or required by law.
- 9.2 In no circumstances will Specified Personal Data be used/disclosed for the purpose of marketing unsolicited products and/or services.

10 RETENTION AND DISPOSAL

- 10.1 The Specified Personal Data shall not be retained longer than is necessary.
- 10.2 Once no longer required, the Specified Personal Data shall be securely disposed of in accordance with each Party's documented retention and disposal policies.

11 SECURITY BREACH PROCEDURES AND NOTIFICATION

- 11.1 Each Party confirms it has established Incident Reporting and Management procedures consistent with the Information Commissioner's guidance for investigating and handling security breaches.
- 11.2 In the event of a breach of security or confidentiality resulting in the compromise of any Specified Personal Data, urgent remedial measures will be implemented, including notifying the Party from whom the Specified Personal Data has been obtained.

- 11.3 Depending on severity, the Parties acknowledge that it may be necessary to notify data subjects and/or relevant regulatory bodies of the breach.

12 DATA PROTECTION REQUESTS AND COMPLAINTS

- 12.1 Under Section 7 of the Data Protection Act 1998 (DPA), individuals are entitled to know what information is held about them, by whom and for what purpose and, if it is not accurate to ask for it to be corrected.
- 12.2 Under Section 10 of the DPA, individuals have the right to make written representations objecting to their personal information being processed where the individual considers this is or has the potential to cause them substantial and unwarranted damage and distress.
- 12.3 In the event of a request under Section 7, Section 10 or a complaint relating to the processing of Specified Personal Data, the receiving Party will take reasonable steps to consult the Party from whom the personal information was obtained before responding to the request.
- 12.4 Each Party acknowledges their responsibility to ensure adequate resources are committed to handling data protection related requests and that these are processed within statutory time limits and/or in line with local customer services and complaint policies.

13 LOCAL AUTHORITY MAIN CONTACT – RESPONSIBILITIES OF WW LEAD

- 13.1 Each local authority shall ensure it has a WW Lead officer who is the main point of contact for the WWEP.
- 13.2 The WW Lead Officer/Team will liaise on operational arrangements, including coordinating the handling of information sharing requests involving multiple local authority services.
- 13.3 In line with Section 7.1 the WW Lead Officer will establish the method for securely exchanging local authority Specified Personal Data with the WWEP Caseworker after first taking advice from the authority's own IT Security and Information Governance Leads.

14 FREEDOM OF INFORMATION

- 14.1 As public authorities for the purposes of the Freedom of Information Act 2000 (FoIA), the Parties to this ISA acknowledge their responsibilities in relation to handling requests for information.
- 14.2 In line with the Code of Practice issued under Section 45 of the FoIA, the Parties shall cooperate with each other in the event of receiving requests for information about or shared under this ISA.

15 DEFINITIONS AND INTERPRETATION

- 15.1 Annex 1 outlines the relevant definitions applicable to this ISA.
- 15.2 All data protection terms shall be interpreted in accordance with the meaning ascribed to them in the Data Protection Act 1998 (DPA).
- 15.3 This ISA is not intended to be legally binding and no legal rights shall arise between the Parties from these provisions save that it is acknowledged that once Specified Personal Data is lawfully and securely transferred, the recipient assumes the responsibilities as data controller for ensuring that Specified Personal Data is processed in accordance with the eight data protection principles in the DPA identified in Annex 2.

16 COMMENCEMENT AND TERMINATION

- 16.1 This ISA shall take effect from the date the Parties fix their signatures below and shall continue in force until such time as the WW pilot ends or this ISA is terminated by either Party.

17 REVIEW

- 17.1 This ISA will be reviewed no later than March 2017 to reflect any changes in policy and/or legislation

18 AUTHORISATION

18.1 Signed for and on behalf of Trafford Borough Council

.....Date.....

Name:

Position:

18.2 Signed for and on behalf of the

.....Date.....

Name:

Position:

Organisation:

ANNEX 1 – GLOSSARY OF TERMS

Term	Definition
Term	Definition
Personal data	<p>means personal data within the meaning of Section 1 of the Data Protection Act which relates to a living individual in whatever form that enables them to be uniquely identified from that information on its own or from that and/or other information available to that organisation.</p> <p>It includes expressions of opinion and intentions relating to the data subject</p>
Sensitive Personal Data	<p>Means personal data consisting of information as to—</p> <ul style="list-style-type: none">(a) the racial or ethnic origin of the data subject,(b) political opinions,(c) religious beliefs or other beliefs of a similar nature,(d) whether or not the a member of a trade union(e) physical or mental health or condition,(f) sexual life,(g) the commission or alleged commission of any offence, or(h) any proceedings for any offence committed or alleged to have been committed, the disposal of such proceedings or the sentence of any court in such proceedings.
WWEP Participant	<p>The term used for a resident within Greater Manchester who has been referred to the Working Well Expansion Programme by the Department for Works & Pensions.</p>
Data Controller	<p>Usually an organisation, but can also be individuals, who determine the purposes for which and the manner in which any personal information is, or will be, processed. Some arrangements may involve Joint Data Controller or Data Controller in common</p> <p>Data Controllers must ensure that any processing of personal information for which they are responsible complies with the Data Protection Act 1998.</p>
Data Processor	<p>Means any person (other than an employee of the Data Controller) who processes personal on behalf of the Data Controller e.g the Contractor(s) appointed by Trafford Borough Council to deliver the Working Well Expansion Programme</p>

WWEP Caseworker	An employee of the Contractor(s) appointed by Trafford Borough Council to deliver the Working Well Programme
Consent	An informed indication by which an individual signifies agreement and understanding of how personal information relating to them is processed.
Common law duty of confidentiality	An obligation or expectation of confidence is not absolute and information may be lawfully disclosed: <ul style="list-style-type: none"> • if the person owed the duty, gives consent • in compliance with a court order or legal obligation • where the public interest in disclosure overrides the public interest in the protection of the confidence
Schedule 2 condition 5(d)	is a processing ground under the Data Protection Act where the processing is necessary for the exercise of any other functions of a public nature exercised in the public interest by any person.
Privacy Notice/ Fair processing	These notices are used to inform data subjects how their personal information is to be used and with whom it will be shared and why. This ensures that the processing is undertaken fairly. These notices need not be supplied where they will prejudice (e.g. criminal investigations); involve disproportionate effort or where the sharing is in line with the subject's reasonable expectations. The IC has issued a Code of Practice about privacy notices
The right of subject access	Shall have the same meaning as section 7 of the Data Protection Act 1998 as amended by the Freedom of Information Act 2000
Cease processing notice	Shall have the same meaning as section 10 of the Data Protection Act 1998 as amended by the Freedom of Information Act 2000
Aggregated (Statistical) Information	Aggregated and management information used to plan and monitor progress. This is generally outside the scope of the Data Protection Act 1998 on the basis that a living individual could not be identified from such data.
Anonymised/De-identified	Means information that has had all personal identifiers

Information	removed to render it anonymous or de-identified so that without a key, the data is incapable of uniquely identifying an individual
Freedom of Information Act	Means the Act giving the public the general right of access information held by public authorities
Section 45 FoIA Code	Means the Code of Practice on the discharge of public authorities' functions under Part I of the Freedom of Information Act 2000

ANNEX 2 – DATA PROTECTION ACT PRINCIPLES

The Data Protection Act 1998 contains eight data protection principles which taken together define the standards that must be met when processing personal data. The purpose of the Act is to make provision for the regulation of the processing of information relating to individuals including the obtaining, holding, use and disclosure of such information.

The eight data protection principles are that personal data is:

1. fairly and lawfully processed
2. processed for limited purposes
3. adequate, relevant and not excessive
4. accurate
5. not kept for longer than is necessary
6. processed in line with the rights of individuals
7. kept secure
8. not transferred to countries without adequate data protection

DATED THE

DAY OF

201[*]

**A PARTNERSHIP AGREEMENT
RELATING TO
THE WORKING WELL EXPANSION PROGRAMME
AND ASSOCIATED CONTRACTS**

BETWEEN

TRAFFORD BOROUGH COUNCIL
BOLTON METROPOLITAN COUNCIL
BURY METROPOLITAN COUNCIL
MANCHESTER CITY COUNCIL
OLDHAM METROPOLITAN COUNCIL
ROCHDALE METROPOLITAN BOROUGH COUNCIL
SALFORD CITY COUNCIL
STOCKPORT METROPOLITAN BOROUGH COUNCIL
TAMESIDE METROPOLITAN BOROUGH COUNCIL
WIGAN METROPOLITAN BOROUGH COUNCIL

which will build on the success of the Programme.

- (C) It was agreed by the GMCA and by a decision of Trafford Borough Council's Leader on 15th July 2015 that the lead authority role for the procurement process would be provided by Trafford Borough Council who would procure a provider or providers to carry out the services required under the Expansion Programme.
- (D) Pursuant to further decisions of Trafford Borough Council's Executive, Trafford Borough Council have procured and shall enter into a number of contracts with providers in order to deliver the Extension Programme services and other services which are integral to the delivery of the Extension Programme outcomes on behalf of the GMCA in consideration for the Authorities agreeing to work with each other pursuant to the terms and conditions of an Inter Authority Agreement.
- (E) The Expansion Programme is reliant of grant funding from the European Social Fund ("ESF"), DWP and the Lead Authority is acting on behalf of the GMCA under the terms set out in the determination of grant ("**Grant Determination**"), which is attached at Schedule 2 to this Agreement, to deliver the Expansion Programme.
- (F) The Authorities warrant that it has the requisite authority to enter into this Agreement and have agreed to enter into this Agreement for the purpose of indemnifying the Lead Authority from time to time in accordance with the terms of the Agreement.
- (G) This Agreement governs the Authorities collaboration in relation to the Expansion Programme and all associated contracts.

Definitions

1 Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following terms shall have the meaning specified:

'Agreement' means this Agreement and the attached Schedules;

'Authority' means, The Borough Council of Bolton, The Council of the Metropolitan Borough of Bury, The Council of the City of Manchester, The Council of the Borough of Oldham, Rochdale Borough Council, The Council of the City of Salford, The Metropolitan Borough of Stockport, Tameside Metropolitan Borough Council, The Trafford Borough Council and Wigan Borough Council and **"Authorities"** shall mean all or any of them as the context so permits;

'Authority Funding' means the financial sums that each individual Authority has agreed to contribute to fund the Programme as set out and detailed in Schedule 3 to this Agreement;

'Confidential Information' means information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored), including trade-secrets, intellectual property rights and know-how of any of the Parties, information the disclosure of which would, or would be likely to prejudice the commercial interests of any person, and all personal data within the meaning of the Data Protection Act 1998;

'Intellectual Property Rights' means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;

'Information Sharing Agreement' means the agreement attached at Schedule 4 of this Agreement setting out the Authorities obligations in relation to sharing information;

'Loss' means any and all claims, fees, costs, expenses (including without limitation legal costs on a solicitor and own client basis), damages, demands and liabilities;

'Party' means a party to this Agreement and **'Parties'** shall be construed accordingly;

[Programme Evaluator]

'Programme Document' means the document contained at Schedule 1 attached hereto, which provides relevant details relating to the Programme and to the Expansion Programme including, but not limited to, background information and progress data.

'Provider' means company or companies selected after a procurement exercise conducted by the Lead Authority to provide the Services;

'Provider Agreements' means the contracts that the Lead Authority has entered into with the Providers on behalf of the Authorities in respect of the Expansion Programme;

'Services' means those services to be provided by the Provider as set out in the specification of the Provider Agreement; and

'Working Day' means a day falling on or between Monday and Friday upon which clearing banks in the City of London (being former members of the Committee of London and Scottish Clearing Banks) are open for normal business.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 The schedules, annexes and background form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules, annexes and background.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to writing or written includes faxes but not e-mail.
- 1.8 Where the words include(s), including or in particular are used in this Agreement, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- 1.9 Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce to that thing being done.
- 1.10 References to clauses and schedules are to the clauses and schedules of this Agreement.

2 Commencement and Duration

- 2.1 This Agreement is deemed to have commenced on [*Insert Date*] and shall end on the [*Insert Date*] unless terminated earlier in accordance with the terms of this Agreement.

3 Working in Partnership

- 3.1 The Authorities will work together in partnership and support the Lead Authority to achieve the Expansion Programme outcomes, to fulfill its obligations pursuant to any Provider Agreement and shall:

- 3.1.1 work in good faith with the other each other towards the mutual advantage of the Authorities;
- 3.1.2 discuss and identify any risks and issues and agree mitigation actions;
- 3.1.3 provide relevant information to each other in a timely manner including any other information that could reasonably be expected to impact upon this Agreement and / or the Authorities in relation to the Expansion Programme and/or Provider Agreement.

4 Provider Agreement

- 4.1 Where it is agreed by the Authorities that the Lead Authority shall enter into a Provider Agreement for the purposes of fulfilling the integral outcomes of the Expansion Programme, the Authorities shall by written confirmation agree to the incorporation of that Provider Agreement into this Agreement.
- 4.2 The Authorities shall use their best endeavours to assist the Lead Authority in complying with its obligations under the Provider Agreement and the Authorities shall not do anything or omit to do anything which would place the Lead Authority in breach of its obligations under the Provider Agreement.
- 4.3 The Authorities shall at the request of the Lead Authority and at their own expense take or desist in taking such actions as the Lead Authority may require in order for the Lead Authority to comply with its obligations under the Provider Agreement.
- 4.4 The Lead Authority shall consult with the Authorities and prior to making any decision to terminate, or to take any action in regard to, the Provider Agreement which may adversely affect the Authorities obligations under this Agreement. Notwithstanding the foregoing, all decisions regarding compliance and performance of the Lead Authority's obligations under the Provider Agreement will be at the discretion of the Lead Authority.

5. Funding

- 5.1 Where applicable, the Lead Authority shall, on behalf of the GMCA, receive ESF monies under the Grant Determination, or future grant determination, from the DWP and shall:
 - 5.1.1 hold all monies received from DWP, otherwise received on behalf of the GMCA under the Expansion Programme from its other accounts, in a bank account to hold monies on behalf of the GMCA;
 - 5.1.2 chase any late payments from DWP;
 - 5.1.3 establish and maintain records of payment instalments of any monies received from DWP or otherwise received on behalf of the GMCA under the Expansion Programme, and/or Provider Agreement, and records of how such monies have been utilised on an Authority by Authority basis;
 - 5.1.4 maintain a system of internal financial control in relation to monies received on behalf of the GMCA under the Expansion Programme, details of which shall be made available to the Authorities where necessary and on request.

5.2 Where funding is required from the Authorities for a Provider Agreement, the Authorities shall agree in writing the amount of funding to be paid by each Authority and each of the Authorities shall pay to the Lead Authority the Authority Funding.

6. Grant Determination

6.1 The Authorities shall use their best endeavours to assist the Lead Authority in complying with its obligations under a Grant Determination, and any future grant determination linked to a Provider Agreement, and the Authorities shall not do anything or omit to do anything which would place the Lead Authority in breach of its obligations under a Grant Determination.

6.2 The Authorities shall at the request of the Lead Authority and at their own expense take or desist in taking such actions as the Lead Authority may require in order for the Lead Authority to comply with its obligations under a Grant Determination.

6.3 The Lead Authority shall consult with the Authorities and prior to making any decision to terminate, or to take any action in regard to, a Grant Determination which may adversely affect the Authorities obligations under this Agreement. Notwithstanding the foregoing, all decisions regarding compliance and performance of the Lead Authority's obligations under a Grant Determination will be at the discretion of the Lead Authority.

7. Authority Obligations

7.1 Without prejudice or limitation to the generality of clauses 4.2 and 6.1 above, the Authorities shall:

7.1.1 work with DWP or any of its agents to evaluate the Expansion Programme and/or Provider Agreement and provide them with such information as they may reasonably require;

7.1.2 promptly at the request of DWP or the Lead Authority, do (or procure to be done) all such acts and things and the execution of all such documents as DWP may from time to time require for the purpose of securing for DWP the full benefit of the Grant Determination;

7.1.3 arrange for and provide to the Lead Authority and DWP such licences to use third parties' Intellectual Property Rights as either the Lead Authority or DWP may require under the Grant Determination and/or Provider Agreement.

7.2 The Lead Authority shall notify the Authorities, in writing, of any material breach or anticipated material breach of contract of the Grant Determination and/or the Provider Agreement within seven (7) Working Days of first becoming aware of such breach.

7.3 In the event that the Lead Authority is notified of any dispute under the Grant Determination and/or the Provider Agreement, it shall notify the Authorities in writing, within seven (7) Working Days of becoming aware of such dispute.

8. Indemnity

8.1 In consideration of the Lead Authority carrying out a procurement exercise in respect of the Services and entering into the Grant Determination and Provider Agreement on

behalf of itself and the Authorities, in the event that a claim is brought or threatened by a third party (including, without limitation, the Provider and the DWP) against the Lead Authority which arises out of the performance of the Services and obligations under the Provider Agreement or the Grant Determination then the Authorities jointly and severally agree to keep fully and effectively indemnified the Lead Authority, its personnel and agents from and against all Loss whatsoever incurred by the Lead Authority arising in connection with the Provider Agreement and Grant Determination, subject to such Loss not arising directly out of the negligence of the Lead Authority.

8.2 The Authorities shall share that Loss equally between them, with each Authority bearing 1/10th of the total Loss.

9. Termination

9.1 If any one or more of the following occurs:-

9.1.1 the Provider Agreement is terminated for any reason by the Lead Authority or the Provider;

9.1.2 the Grant Determination is terminated for any reason by either the Lead Authority or the DWP, or its successors;

9.1.3 DWP gives notification to the Lead Authority that it is either: reducing payments of ESF funding; or stopping payment of ESF funding; or requiring the repayment of ESF funding;

then in any such circumstance the Lead Authority may in its discretion and without prejudice to any of its rights or remedies under this Agreement serve a written notice on the Authorities terminating this Agreement (“**Lead Authority Termination Notice**”).

9.2 The Lead Authority Termination Notice shall:-

9.2.1 state on its face that it is a Lead Authority Termination Notice and its date;

9.2.2 set out in general terms the matter or matters giving rise to such Termination Notice;

9.2.3 state the date of Termination; and

9.2.4 be signed by the [*Insert Title*] of the Lead Authority.

9.3 On termination of this Agreement for any reason, each Authority shall immediately deliver to the Lead Authority all copies of information and data in its possession which was provided by DWP to the Lead Authority and then to the relevant Authority for the purposes of the Grant Determination and the Provider Agreement.

10. Freedom of Information

10.1 As public authorities for the purposes of the Freedom of Information Act 2000 (“**FOIA**”) the Authorities acknowledge their responsibilities in relation to handling requests for information.

10.2 In line with the Code of Practice issued under Section 45 of the FOIA, the Authorities

shall co-operate with each other in the event of receiving requests for information about this Agreement or any information shared under the Information Sharing Agreement.

11. Data Protection

11.1 Each Authority shall comply with their respective obligations under the Data Protection Act 1998 (“**DPA**”) insofar as performance of this Agreement gives rise to obligations thereunder.

11.2 The Authorities shall comply with their obligations as set out in the Information Sharing Agreement when dealing with any Personal Data (as defined under the DPA);

11.2.1 where applicable, the Lead Authority shall ensure that Providers are contractually obliged to comply with an information sharing agreement or data processing agreement as prescribed by the lead Authority.

11.3 It is agreed by the Authorities that the Lead Authority is the data controller for the purposes of the Expansion Programme and it is further agreed by the Authorities that where the Lead Authority is the data controller for the purposes of a Provider Agreement, that in the event that a claim is brought or threatened by a third party (including, without limitation, the Provider and the DWP) against the Lead Authority which arises out of its role of data controller under the Expansion Programme then the Authorities shall, where any such claim is successful, share any subsequent Loss, from a successful claim, equally between them, with each Authority bearing 1/10th of the total Loss;

11.3.1 where the Lead Authority contracts with a Provider who would be considered a data controller for the purposes of a Provider Agreement, the Lead Authority shall ensure that Providers are contractually obliged to comply with their respective obligations under the DPA.

11.4 The provisions of this clause 11 shall survive the termination or expiry of this Agreement insofar as they remain relevant.

12. Confidentiality

12.1 Each Authority:-

12.1.1 shall treat all Confidential Information belonging to the other Authorities as confidential and safeguard it accordingly; and

12.1.2 shall not disclose any Confidential Information belonging to the other Authorities to any person without the prior written consent of the relevant Authority except where disclosure is otherwise expressly permitted by the provisions of this Agreement.

12.2 None of the Authorities shall use any Confidential Information issued or provided by or on behalf of the other in connection with the Agreement otherwise than for the purpose of the Agreement (except with the prior written consent of the relevant Authority).

12.3 The provisions of clauses 12.1 – 12.2 shall not apply to any Confidential Information –

12.3.1 which is already in the public domain other than through previous default by the Authority making the disclosure or any other person to whom that Authority is

- permitted to disclose such information under the Agreement;
- 12.3.2 which is required to be disclosed by law whether under the FOIA or Environmental Information Regulations 2004 or otherwise (but only to the extent of any such required disclosure);
- 12.3.3 was already in the possession of the Authority making the disclosure without restrictions as to its use before it came into that party's possession or knowledge as a result of or in connection with the Agreement;
- 12.3.4 which is reasonably required by any person engaged in the performance of their obligations or in relation to the Agreement for the performance of those obligations;
- 12.3.5 which is disclosed by the Lead Authority to any of its employees or to any sub-contractor (including without limitation the Provider) or any of their employees for the purposes of enabling the Lead Authority to perform its obligations under this Agreement;
- 12.3.6 which is disclosed by the Lead Authority to DWP, pursuant to an obligation to disclose such information in the Grant Determination;
- 12.3.7 which is disclosed by the Authorities to any of their employees for the purposes of enabling the Authorities to perform their obligations under this Agreement.
- 12.4 No Authority shall make any public statement or issue any press release or publish any other public document relating, connected with or arising out of this Agreement or the matters contained therein without obtaining the other Authorities' prior approval as to the contents thereof and the manner of its presentation and publication.
- 12.5 The provisions of this clause 12 shall survive the termination or early expiry of this Agreement.

13. Safeguarding

- 13.1 Each Authority will deal with any safeguarding issues or incidents that occur in its Authority area in relation to the Expansion Programme and/or Provider Agreement.
- 13.2 Where a safeguarding issue or incident does arise in an Authority area then that Authority's Safeguarding Board will be responsible for investigating and dealing with that safeguarding issue or incident.

14. Variation

- 14.1 No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by, or on behalf of, each of the Authorities.
- 14.2 The Authorities shall not be entitled to reject any variation to this Agreement proposed by the Lead Authority where the variation is required by the Lead Authority as a result of the Grant Determination or the Provider Agreement being varied.

15. Waiver

- 15.1 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute or shall not be construed as a waiver of the right or remedy or a waiver of other rights or remedies nor effect the validity of this Agreement.

15.2 A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.

15.3 A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement will not prevent an Authority from subsequently requiring compliance with the waived obligation.

16. Severance

16.1 If the event of any provision of this Agreement being or becoming legally ineffective or unenforceable the remaining provisions of this Agreement shall not be invalidated.

17. Entire Agreement

17.1 This Agreement constitutes the entire agreement and understanding between the Authorities in relation to its subject matter and supersedes all prior representations, arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating to the same.

18. Assignment

18.1 No Authority shall assign or otherwise deal in any way with its interest under this Agreement, without the prior written consent of the other Authorities.

19. Contracts (Rights of Third Parties) Act 1999

19.1 Nothing in this Agreement shall confer on any third party any benefit or the right to enforce any terms of this Agreement.

20. Notices

20.1 Any notice, consent or the like (in this clause referred to generally as 'notice') required or permitted to be given under this Agreement shall not be binding unless in writing.

20.2 Notice may be given personally or sent to the Party to be notified by pre-paid first class post sent to its address, or number as set out above or otherwise notified for purposes of this clause 20.

20.3 Notice given personally shall be deemed given at the time of delivery.

20.4 Notice sent by post in accordance with this clause 20 shall be deemed given at the commencement of business on the second business day next following its posting.

20.5 A notice required to be given under or in connection with this Agreement shall not be validly served if sent by email.

20.6 Responses to notifications shall be issued by receiving Party to issuing Party within fourteen (14) days following the date of receipt of notification

21. Dispute Resolution

21.1. Any dispute or difference shall be first referred to a meeting of each of the Authorities involved in the dispute and the Lead Authority. Such meeting shall be convened by the Lead Authority within seven (7) Working Days of being made aware of a dispute or difference. The Authorities agree to discuss and, in good faith, attempt to resolve any

such dispute or difference in accordance with the spirit of partnering described in clause 3. In the event that the relevant Authorities are unable to resolve the dispute then the matter shall be referred to the Chief Executives of each of the Authorities involved in the dispute and the Lead Authority who shall try to resolve the dispute by agreement.

- 21.2 If the dispute is not resolved at that meeting, the Authorities will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure. Unless otherwise agreed between the Authorities, the mediator shall be nominated by CEDR.

22. Expansion Programme Evaluation

- 22.1 Manchester City Council (“**the City Council**”) has on behalf of the Lead Authority procured the **Expansion** Programme Evaluator to evaluate the **Expansion** Programme. The City Council shall take reasonable endeavours to ensure that the **Expansion** Programme Evaluator complies with its obligations under the **Expansion** Programme Evaluator Contract between the City Council and the **Expansion** Programme Evaluator.

23. Governing law and jurisdiction

- 23.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England.
- 23.2 The Authorities irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

24. Counterparts

- 24.1 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as a Deed the day and year first before written.

THE COMMON SEAL OF

THE COUNCIL OF THE METROPOLITAN BOROUGH OF BURY

was hereunto affixed in the

presence of:

Authorised Signatory

THE COMMON SEAL OF

THE BOROUGH COUNCIL OF BOLTON

was hereunto affixed in the

presence of:

Authorised Signatory

THE COMMON SEAL OF

THE COUNCIL OF THE CITY OF MANCHESTER

was hereunto affixed in the

presence of:

Authorised Signatory

THE COMMON SEAL OF

OLDHAM COUNCIL

was hereunto affixed in the

presence of:

Authorised Signatory

THE COMMON SEAL OF

ROCHDALE COUNCIL

was hereunto affixed in the

presence of:

Authorised Signatory

THE COMMON SEAL OF
SALFORD CITY COUNCIL

was hereunto affixed in the

presence of:

Authorised Signatory

THE COMMON SEAL OF
STOCKPORT COUNCIL

was hereunto affixed in the

presence of:

Authorised Signatory

THE COMMON SEAL OF
TAMESIDE COUNCIL

was hereunto affixed in the

presence of:

Authorised Signatory

THE COMMON SEAL OF
TRAFFORD BOROUGH COUNCIL

was hereunto affixed in the

presence of:

Authorised Signatory

THE COMMON SEAL OF

WIGAN BOROUGH COUNCIL

was hereunto affixed in the

presence of:

Authorised Signatory

SCHEDULE 1

Programme Document

Background Information: The Working Well Programme

The Working Well Programme (WWP) was announced by the Chancellor on 1 October as part of the 'Help to Work' package of measures to support long-term benefit claimants back into work.

WWP will test a place-based approach to helping people claiming Employment Support Allowance (ESA Work Related Activity Group – those assessed as capable of working in future) to move into work. This will be run for two years from February 2014 in Greater Manchester. The cohort is 5,000 ESA claimants who have been on the Work Programme for two years and have not found sustained work. This group will receive better integrated, more intensive support from key workers, who coordinate and sequence all other public services into bespoke packages of support for individuals.

There are 263,000 individuals on out of work benefits in Greater Manchester, more than half of whom (142,700) receive ESA or Incapacity Benefit (IB). The direct costs to the taxpayer alone are £1.4 billion per year, plus all the indirect costs of targeted and specialist public services. Very similar levels of ESA/IB claimants have been a feature of the GM labour market for the past three decades, despite sustained periods of employment growth.

Working Well Programme leavers will test whether the principles of public service reform, currently being demonstrated with Helping Families in Salford, support more of this cohort into sustained work than existing interventions. It is one strand of activity to broaden the Helping Families approach to other cohorts facing issues of complex dependency in places. The principles are:

- Interventions chosen on the basis of the best available evidence;
- Interventions are integrated and sequenced with other public services into bespoke packages of support; and
- Interventions delivered on a family rather than individual basis as this is more effective at changing behaviours.

The strategic importance of WWP is that success opens up a different conversation between GM and Government about welfare spending and public service reform. Future options may include GM commissioning, or co-commissioning with Whitehall, the successor arrangements to the Work Programme.

Tackling worklessness and issues of low skills is the fulcrum of the Greater Manchester Strategy – enabling economic growth, and helping more residents benefit from that growth. More sustainable, stronger economic growth requires higher productivity and a better

functioning labour market. WWP is a key programme to demonstrate to Government and GM partners how to increase independence and self-reliance, and reduce dependency on high cost, reactive public services.

Greater Manchester and Salford are already reforming public services at significant pace, given the severity of the financial challenges ahead. But a different relationship with Government will be needed to accelerate the pace and scale of reform to that needed. That will require new models of shared accountability, and deals with Government that share risk and reward, particularly on those areas of public spending where budgets are not controlled locally, such as welfare benefits. Success with a very challenging, but reasonably small cohort with WWP, is critical to a much broader conversation about other related issues of complex dependency in places currently dealt with by separate Government departments through overlapping budgets and performance mechanisms.

Previously the Working well Programme went out to tender and it was agreed by the GMCA in a decision of 25 October 2013 that the lead authority role for the procurement process would be provided by Salford City Council who would procure a provider or providers to carry out the services required under the Programme and after shortlisting contracts were awarded to Big Life (Manchester, Trafford, Salford) and Ingeus (other 7 authorities).

Devolution

In November 2014 a devolution deal was agreed with Central Government for Greater Manchester. Part of the devolution of power was around the skills and employment landscape. The vision is: *'Our ambition is to create an integrated employment and skills eco-system, which has the individual and employer at its heart, and that better responds to the needs of residents, business and the economy'*.

The ambition of the devolution agreement is to achieve better outcomes for residents by securing significant influence, and ultimately control, over public spending in Greater Manchester (GM). The agreement was made on the condition that the GMCA will adopt a mayoral model of governance. The benefits of the agreement cover a range of thematic areas including investment funds; transport; business support; housing; and planning.

There are 5 key components of the employment and skills devolution agreement, one component is the expansion of the existing Working Well Programme, ultimately supporting 50,000 people to progress towards employment. Building on the existing pilot Working Well Programme, the Working Well Expansion Programme will provide participants with integrated, intensive support going forward.

Current Performance of the Working Well Programme

Across GM, around 227,000 people are claiming out-of-work benefit. The cost of worklessness and the impact of low-pay have now reached over £2 billion. Rather than a nationally led

scheme, the Working Well Programme is managed and led locally which offers us the opportunity to work with local providers who understand the local landscape and can deliver bespoke solutions and products to get the long term unemployed back into work.

The pilot Working Well Programme to date has achieved 54 out of 50 forecast job starts by April 2015, so is exceeding expectations at this early point

Of the eight issues that were cited by the highest proportions of clients as severe presenting issues at the outset of their involvement in the pilot Working Well Programme, all but one have seen larger numbers of clients noting an improved situation (these included mental and physical health). To date there has been an increase in the confidence of pilot Working Well Programme clients in terms of their belief that they will be able to find and obtain work. In addition to this there has been an increase/improvement to the work readiness of clients.

The Proposal: Working Well Expansion Programme

In addition to supporting residents into employment, the Working Well Expansion Programme will support those in low paid or insecure employment to progress to higher skilled and higher paid jobs. Greater Manchester has low levels of productivity compared with London, and a key outcome of Working Well Expansion Programme going forward, is to increase productivity levels and reduce dependency of those in work who continue to rely on benefits such as Working Tax Credits.

The Working Well Expansion Programme will consist of three separate elements: the Keyworker Service (which this tender pertains to); the Mental Health Therapeutic Interventions tender; and the Skills for Employment tender. It is envisaged that these elements will begin delivery at the same time and they will work together and integrate with other local services, to provide a holistic approach to moving people into sustainable employment. The Keyworker Service is the linchpin of the future Working Well Expansion Programme and all clients will be supported through this service.

Phase 1 of the expansion is expected to run from 2015-17 based on expanding the existing cohorts of clients. Post 2017 Phase 2 of the expansion will align with Work Programme co-commissioning between GMCA and DWP and the reconfiguration of the GMCA skills landscape (both agreed in the devolution).

It is anticipated that 15,000 clients will receive support over the 51 months, with an aspiration of supporting a minimum of 15% into sustained employment. Clients will be referred to the Working Well Expansion Programme by Jobcentre Plus. The Working Well Expansion Programme will deliver services to these clients for a period of 51 months starting in February 2016. Clients will receive a minimum of 24 months support and a further twelve months of in-work support should they secure employment. The payment profile will include: a payment once a client is successfully attached to the Working Well Expansion Programme; two further interval attachment payments to demonstrate clients' progression through the Working Well Expansion Programme; a payment

when the client enters work; and a further payment when a client has been in employment for 50 out of 52 weeks.

SCHEDULE 2

DWP Grant Determination

SCHEDULE 4
Information Sharing Agreement

[To be Inserted]

