

A meeting of the **CABINET** will be held in **CIVIC SUITE 0.1A, PATHFINDER HOUSE, ST MARY'S STREET, HUNTINGDON, PE29 3TN** on **THURSDAY, 21 MARCH 2019** at **7:00 PM** and you are requested to attend for the transaction of the following business:-

**Contact
(01480)**

APOLOGIES

1. MINUTES (Pages 5 - 10)

To approve as a correct record the Minutes of the meeting held on 14th February 2019.

**H Peacey
388007**

2. MEMBERS' INTERESTS

To receive from Members declarations as to disclosable pecuniary and other interests in relation to any Agenda item.

3. CAMBRIDGESHIRE HOUSING ADAPTATIONS & REPAIRS POLICY (Pages 11 - 64)

To receive a report from the Head of Development on Cambridgeshire Housing Adaptations & Repairs Policy.

**A Moffat
388400**

Executive Councillor: R Fuller.

4. CAMBRIDGESHIRE HOME IMPROVEMENT AGENCY - PERFORMANCE REPORT 2017/18 AND EXTENSION OF SHARED SERVICE AGREEMENT (Pages 65 - 108)

To receive the Cambridgeshire Home Improvement Agency Performance Report 2017/18 and extension of Shared Service Agreement.

**A Moffat
388400**

Executive Councillor: R Fuller.

5. PROPOSAL FOR CLINICAL WASTE COLLECTIONS (Pages 109 - 116)

To receive a report from the Recycling and Waste Operations Manager on proposals for clinical waste.

**N Sloper
388635**

Executive Councillor: Mrs M L Beuttell.

6. UNSECURED LOAN TO SOMERSHAM PARISH COUNCIL (Pages 117 - 120)

To receive a report from the Principal Accountant seeking approval of an unsecured loan to Somersham Parish Council.

**O Colbert /
N Sloper
388067 /
388067**

Executive Councillor: J A Gray.

7. EXCLUSION OF PRESS AND PUBLIC

To resolve:

that the press and public be excluded from the meeting because the business to be transacted contains information relating to the financial or business affairs of a particular person (including the authority holding that information).

8. SHARED SERVICES BUSINESS PLANS 2019/20 (Pages 121 - 180)

To consider a report by the Corporate Director (Services) seeking endorsement of the 2019/20 Business Plans for the Shared Services.

**O Morley
388103**

Executive Councillor: D M Tysoe.

Dated this 13 day of March 2019



Head of Paid Service

Notes

1. Disclosable Pecuniary Interests

- (1) *Members are required to declare any disclosable pecuniary interests and unless you have obtained dispensation, cannot discuss or vote on the matter at the meeting and must also leave the room whilst the matter is being debated or voted on.*
- (2) *A Member has a disclosable pecuniary interest if it -*
 - (a) *relates to you, or*
 - (b) *is an interest of -*
 - (i) *your spouse or civil partner; or*
 - (ii) *a person with whom you are living as husband and wife; or*
 - (iii) *a person with whom you are living as if you were civil partners*

and you are aware that the other person has the interest.
- (3) *Disclosable pecuniary interests includes -*
 - (a) *any employment or profession carried out for profit or gain;*
 - (b) *any financial benefit received by the Member in respect of expenses incurred carrying out his or her duties as a Member (except from the Council);*
 - (c) *any current contracts with the Council;*
 - (d) *any beneficial interest in land/property within the Council's area;*
 - (e) *any licence for a month or longer to occupy land in the Council's area;*
 - (f) *any tenancy where the Council is landlord and the Member (or person in (2)(b) above) has a beneficial interest; or*
 - (g) *a beneficial interest (above the specified level) in the shares of any body which has a place of business or land in the Council's area.*

Non-Statutory Disclosable Interests

- (4) *If a Member has a non-statutory disclosable interest then you are required to declare that interest, but may remain to discuss and vote providing you do not breach the overall Nolan principles.*
- (5) *A Member has a non-statutory disclosable interest where -*
- (a) a decision in relation to the business being considered might reasonably be regarded as affecting the well-being or financial standing of you or a member of your family or a person with whom you have a close association to a greater extent than it would affect the majority of the council tax payers, rate payers or inhabitants of the ward or electoral area for which you have been elected or otherwise of the authority's administrative area, or*
 - (b) it relates to or is likely to affect a disclosable pecuniary interest, but in respect of a member of your family (other than specified in (2)(b) above) or a person with whom you have a close association, or*
 - (c) it relates to or is likely to affect any body –*
 - (i) exercising functions of a public nature; or*
 - (ii) directed to charitable purposes; or*
 - (iii) one of whose principal purposes includes the influence of public opinion or policy (including any political party or trade union) of which you are a Member or in a position of control or management.*

and that interest is not a disclosable pecuniary interest.

2. Filming, Photography and Recording at Council Meetings

The District Council supports the principles of openness and transparency in its decision making and permits filming, recording and the taking of photographs at its meetings that are open to the public. It also welcomes the use of social networking and micro-blogging websites (such as Twitter and Facebook) to communicate with people about what is happening at meetings. Arrangements for these activities should operate in accordance with guidelines agreed by the Council and available via the following link [filming, photography and recording at council meetings.pdf](#) or on request from the Democratic Services Team. The Council understands that some members of the public attending its meetings may not wish to be filmed. The Chairman of the meeting will facilitate this preference by ensuring that any such request not to be recorded is respected.

Please contact Mrs Habbiba Peacey, Democratic Services Officer, Tel No: 01480 388169 / e-mail: Habbiba.Peacey@huntingdonshire.gov.uk if you have a general query on any Agenda Item, wish to tender your apologies for absence from the meeting, or would like information on any decision taken by the Cabinet.

Specific enquiries with regard to items on the Agenda should be directed towards the Contact Officer.

Members of the public are welcome to attend this meeting as observers except during consideration of confidential or exempt items of business.

Agenda and enclosures can be viewed on the District Council's website – www.huntingdonshire.gov.uk (under Councils and Democracy).

If you would like a translation of Agenda/Minutes/Reports or would like a large text version or an audio version please contact the Elections & Democratic Services Manager and we will try to accommodate your needs.

Emergency Procedure

In the event of the fire alarm being sounded and on the instruction of the Meeting Administrator, all attendees are requested to vacate the building via the closest emergency exit.

HUNTINGDONSHIRE DISTRICT COUNCIL

MINUTES of the meeting of the CABINET held in the Civic Suite 0.1A, Pathfinder House, St Mary's Street, Huntingdon, PE29 3TN on Thursday, 14 February 2019.

PRESENT: Councillor G J Bull – Chairman.

Councillors J M Palmer, J A Gray, R Fuller,
D M Tysoe and Mrs M L Beuttell.

54. MINUTES

The Minutes of the meeting held on 17th January 2019 were approved as a correct record and signed by the Chairman.

55. MEMBERS' INTERESTS

No declarations were received.

56. INTEGRATED PERFORMANCE REPORT, 2018/19 QUARTER 3

With the aid of a report by the Corporate Team Manager and Finance Manager (a copy of which is appended in the Minute Book) the Cabinet were presented with details of delivery of the Corporate Plan 2018/22, and project delivery, in the context of the Council's financial performance. Whereupon, it was

RESOLVED

- (a) that progress made against the Key Actions and Corporate Indicators in the Corporate Plan and current projects, as summarised in Appendix A and detailed in Appendices B and C of the report now submitted be noted; and
- (b) that the financial performance at the end of December 2018, as detailed in Appendices D, and the register of reviews of Commercial Investment Strategy propositions at Appendix E of the report now submitted be noted.

57. FINAL 2019/20 REVENUE BUDGET AND MEDIUM TERM FINANCIAL STRATEGY (2020/21 TO 2023/24); INCLUDING THE CAPITAL PROGRAMME

By means of a report prepared by the Head of Resources (a copy of which is appended in the Minute Book) the Cabinet were provided with details of the Final Budget 2019/20 and Medium Term Financial Strategy 2020/21 to 2023/24 which included the Capital Programme.

Attention was drawn to changes made to the budget since the Cabinet's previous meeting, the approved efficiency plan and the "Robustness" statement which identified the risks to the Council and its impact upon General Fund reserves. The Head of Resources

tabled a briefing note on the outcome of the budget consultation undertaken with the business community together with an updated "Plan on a Page" (Appendix 3) (copies of which are also appended in the Minute Book).

In receiving the comments of the Overview and Scrutiny Panel (Performance and Growth) and a response from the Head of Resources on the reasons for the £200K overspend on the grounds maintenance part of the Leisure and Health budget during 2018/19, the Cabinet expressed their appreciation to the Executive Councillor for Strategic Resources, Senior Officers and staff for their efforts in producing a comprehensive budget. Whereupon, it was

RESOLVED

that Council be recommended to approve:

- (a) the overall Final Budget 2019/20 and Medium Term Financial Strategy 2020/21 to 2023/24 (as attached as Appendix 1 of the report now submitted, which includes the Revenue Budget as Section 2 and the Capital Programme at Section 3); and
- (b) the new "Plan on a Page" (as tabled at the meeting as an updated version of Appendix 3).

58. 2019/20 TREASURY MANAGEMENT, CAPITAL AND INVESTMENT STRATEGIES

Consideration was given to a report by the Head of Resources (a copy of which is appended in the Minute Book) seeking approval of the Treasury Management, Capital, Investment and Flexible use of Capital Receipts Strategies and the Minimum Revenue Provision Statement.

RESOLVED

That Council be recommended to approve:

- (a) the Treasury Management Strategy (as attached as Appendix 1 of the report now submitted);
- (b) the Capital Strategy (as attached as Appendix 2 of the report now submitted);
- (c) the Investment Strategy (as attached as Appendix 3 of the report now submitted);
- (d) the Minimum Revenue Provision Statement (as attached as Appendix 4 of the report now submitted); and
- (e) the Flexible Use of Capital Receipts Strategy (as attached as Appendix 5 of the report now submitted).

59. OFF STREET CAR PARKING INVESTMENT AND AFFORDABILITY

The Cabinet received and noted a report by the Head of Operations (a copy of which is appended in the Minute Book) seeking the approval of technology investment in the management of off-street car parks, endorsement of the proposed framework for setting and implementing off-street car park charges and approval of a new charge structure which enables a “Pay for What You Use” approach.

In introducing the report, the Executive Councillor for Operations and Regulation reported that the proposal supported the aims of the Corporate Plan to become more efficient and effective in the way the Council delivers its services and the Council’s commitment to becoming a more customer focused organisation. At the conclusion of her presentation, the Executive Councillor for Operations and Regulation proposed the adoption of Option B, as outlined in paragraph 4.3.1 of the report now submitted. In response to a question, it was confirmed that a maximum charge of £4 per day would be incurred if service users forgot to “tap” their cards out on the car park machines upon departure.

Having thanked the Executive Councillor for Operations and Regulation and Officers for their efforts in identifying and reviewing all options presented and in noting the comments of the Overview and Scrutiny Panel (Performance and Growth), the Cabinet

RESOLVED

- (a) that Option B (as outlined in paragraph 4.3.1 of the report now submitted) be adopted;
- (b) that the proposed framework to implement off-street car park charges be adopted; and
- (c) that the new charging structure, to enable “Pay for What You Use” be approved.

60. COUNCIL TAX - REVIEW OF DISCOUNTS

Consideration was given to a report by the Revenues and Benefits Manager (a copy of which is appended in the Minute Book) seeking approval of amendments to Council Tax discounts. In welcoming the report, it was

RESOLVED

that Cabinet approve the following amendments to Council Tax discounts to take effect from 1 April 2019:

- Unoccupied and substantially unfurnished properties to receive 0% discount; and
- Premiums to be applied to long term empty properties in line with the amended legislation.

61. INCREASING SOCIAL VALUE IN CONTRACTS

With the aid of a report by the Procurement Manager (a copy of which is appended in the Minute Book) the Cabinet considered the measures required to improve Social Value delivered by suppliers through procurement processes together with the steps necessary to raise the understanding and response to Social Value from suppliers.

In introducing the report, the Executive Councillor for Strategic Resources reported that the proposal sought to increase the participation of small and local businesses in procuring contracts for works and services and that a 5% Social Value weighting would be applied to all tenders received in excess of £100K. Whereupon, it was

RESOLVED

- (a) that Social Value questions are mandated in all tenders (greater than £100K) in contracts for works and services;
- (b) that a maximum percentage of 5% be allocated to Social Value;
- (c) that a programme be developed to engage with and support small and local businesses in contributing to Social Value and building public procurement knowledge;
- (d) that the Social Value framework (as attached as Appendix 1 of the report now submitted) be adopted as the basis of delivering Social Value through procurement;
- (e) that the results of competitions be monitored and any indications of increased prices be reported to Senior Leadership Team; and
- (f) that a review of the impact of changes to Social Value policy be undertaken after a year.

62. EAST WEST RAIL CONSULTATION

With the aid of a report prepared by the Planning Service Manager (Growth) (a copy of which is appended in the Minute Book), it was

RESOLVED

that the Head of Development and Planning Service Manager (Growth), after consultation with the Executive Leader and Deputy Executive Leader, be authorised to prepare and submit formal comments on the route options proposed for the East West Rail consultation on behalf of the Council.

63. EXCLUSION OF PRESS AND PUBLIC

RESOLVED

that the press and public be excluded from the meeting because the business to be transacted contains information relating to the financial or business affairs of any particular person (including the authority holding that information).

64. HDCV SECURITY SERVICES LIMITED - BUSINESS PLAN

The Cabinet gave consideration to an exempt report by the Head of Community (a copy of which is appended in the Annex to the Minute Book) outlining HDCV Security Services Limited Business Plan 2018-2023.

The Corporate Director (Services) reported that the Business Plan provided the framework on which HDCV Security Services Limited would undertake its activities and provided clarity on the governance and reporting arrangements between them and the District Council.

In noting the delays which had occurred to date, Executive Members commented on the need to progress the implementation of the Plan sooner rather than later.

RESOLVED

that HDCV Security Services Limited Business Plan 2018-2023 (as attached as Appendix 1 of the report now submitted) be received and noted.

Chairman

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Public
Key Decision - Yes

HUNTINGDONSHIRE DISTRICT COUNCIL

Title/Subject Matter: Cambridgeshire Housing Adaptations & Repairs Policy

Meeting/Date: Cabinet – 21st March 2019

Executive Portfolio: Councillor Ryan Fuller, Executive Councillor for Housing, Planning and Economic Development

Report by: Andy Moffat, Head of Development

Ward(s) affected: All

Executive Summary:

The District Council has a statutory duty to provide Disabled Facilities Grants (DFGs), but in some circumstances it may be more beneficial to a resident and more cost effective to the Council to assist the resident by providing Relocation Assistance to help the disabled person to move to a more appropriate home. There are also other circumstances when the Council may choose to support a resident. This Cambridgeshire-wide (not including Peterborough) policy sets out the circumstances when DFGs will – and Top Up Assistance, Relocation Assistance and Special Purposes Assistance may – be provided. Importantly, it also makes clear that any Top Up Assistance, Relocation Assistance or Special Purposes Assistance will be dependent on the resources available. In recent years, the Council's spend on DFGs alone has significantly exceeded the grant received from the Better Care Fund (BCF). The policy sets out details of each form of assistance, and eligibility. The Policy sets out when DFGs will be available, and the circumstances when the other forms of assistance may be available.

The government recently announced a national review of Disabled Facilities Grants. This policy would also provide clarity and assurance as to how additional BCF funding would be used, and would help provide support for an increase in funding.

A Summary of the Policy is provided as Appendix 1, and the full policy is provided as Appendix 2.

Recommendation:

That Cabinet adopts the Cambridgeshire Housing Adaptations & Repairs Policy.

1. PURPOSE OF THE REPORT

- 1.1 To outline the statutory requirement to provide Disabled Facilities Grants (DFGs) and the discretionary options that can be an alternative (Relocation Assistance and/or Special Purposes Assistance) or in addition (Top Up Assistance) to a DFG, and the benefits of a Policy that sets out the circumstances when each may be appropriate.

2. WHY IS THIS REPORT NECESSARY/BACKGROUND

- 2.1 The District Council has a statutory duty to provide DFGs and they will continue to be the priority for the Council's DFG budget, but there may be circumstances where it would be more beneficial to a resident and more cost effective to the Council to assist the resident by providing Relocation Assistance to help the disabled person to move to a more appropriate home.
- 2.2 There may also be circumstances where the cost of the approved works exceeds the maximum DFG grant amount (currently £30K) and the Council wishes to provide a loan as a Top Up. This might be appropriate where, having taken all reasonable steps, funding cannot be found from other sources; not carrying out the works would mean that the applicant would be unable to remain living in the community; the person or their carer would be at significant risk if the work was not completed; or completion of the work would potentially bring significant savings in other areas of public provision including health, social care, and education.
- 2.3 Given the current pressure on the Council's DFG budget, it is extremely unlikely that funding would be available for further assistance, but the Policy sets out the circumstances where Special Purposes Assistance might be provided if significant further funding through the Better Care Fund was provided.
- 2.4 This Policy sets out the circumstances when DFGs will be available, and the circumstances when the other forms of assistance may be available. It reflects changes in circumstances since and would supersede the Cambridgeshire Housing Adaptations Agreement agreed by Cabinet in March 2017.

3. COMMENTS OF OVERVIEW & SCRUTINY

- 3.1 The Overview and Scrutiny Panel (Customer and Partnerships) considered the report at their meeting on 7th March 2019. Having previously looked at the subject as a Panel, Members expressed their support and requested that the Cabinet adopt the Cambridgeshire Housing Adaptations Policy.

4. KEY IMPACTS / RISKS

- 4.1 Whilst the Policy is clear that DFGs will be the priority, and other assistance will be subject to resources/funding being available, there is a risk that the Policy will lead to greater expectation and more enquiries for discretionary loans or grants than cannot be funded from the current budget.
- 4.2 If this Policy is not adopted, enquiries would be assessed and prioritised against the Cambridgeshire Housing Adaptations Agreement 2017.

5. WHAT ACTIONS WILL BE TAKEN/TIMETABLE FOR IMPLEMENTATION

- 5.1 If adopted, the Policy would take effect from April 2019.

6. LINK TO THE CORPORATE PLAN, STRATEGIC PRIORITIES AND / OR CORPORATE OBJECTIVES

- 6.1 The Huntingdonshire Corporate Plan 2018-2022 includes a vision to 'support people to improve their health and wellbeing'. There is a performance indicator linked to this vision which is to monitor 'the average time between dates of referral for Disabled Facilities Grants to practical completion for minor jobs up to £10k'. One of the five themes in the Annual Governance Statement is Morbidity/Growing numbers of years of ill health – impacting on people's ability to be self-reliant and generating additional cost through support needs.

7. CONSULTATION

- 7.1 The Policy has been prepared in partnership with Cambridge City, South Cambs, East Cambs and Fenland Councils.

8. LEGAL IMPLICATIONS

- 8.1 The Policy ensures that prioritisation for statutory DFGs remains.

9. RESOURCE IMPLICATIONS

- 9.1 The Policy makes clear that resourcing for the discretionary services is dependent on there being resources available, but provides a framework to ensure that cost effective alternatives to DFGs e.g. Relocation Assistance is also considered.

10. HEALTH IMPLICATIONS

- 10.1 The key objectives of the policy are: to support healthy, safe and independent living; to help prevent hospital, care home or residential school admission; to facilitate a patient being discharged from hospital and enabling them to live safely and independently at home, including making it easier for carers to provide support; to prevent the need for higher expenditure elsewhere in the health and/or social care system; and to improve housing conditions and remove hazards in the home (i.e. Category 1 hazards under the Health & Safety Rating System).

11. OTHER IMPLICATIONS

- 11.1 An Equality Impact Assessment has been carried out on this Policy to ensure that the Policy takes into account the needs of all groups, and that particular groups of people are not adversely affected by it.

12. REASONS FOR THE RECOMMENDED DECISIONS

- 12.1 Adoption of the Cambridgeshire Housing Adaptations & Repairs Policy will ensure that the circumstances in which DFGs will be available, and other forms of assistance may, be available are clearly set out without putting added pressure on the Disabled Facilities Grant budget.

13. LIST OF APPENDICES INCLUDED

Appendix 1 - Cambridgeshire Housing Adaptations & Repairs Policy Summary of Policy

Appendix 2 - Cambridgeshire Housing Adaptations & Repairs Policy

BACKGROUND PAPERS

[Cambridgeshire Housing Adaptations Agreement - 16th March 2017 Cabinet](#)

CONTACT OFFICER

Name/Job Title: Andy Moffat, Head of Development

Tel No: 01480 388400

Email: andy.moffat@huntingdonshire.gov.uk

Cambridgeshire Housing Adaptations & Repairs Policy

Summary of Policy

INTRODUCTION

This policy is aimed at helping people in Cambridgeshire to live safely and independently at home.

This version of the policy applies to people living in the areas covered by:

- **Cambridge City Council**
- **Huntingdonshire District Council; and**
- **South Cambridgeshire District Council**

(Separate documents are available for residents of East Cambridgeshire and Fenland District Council areas. Their versions of the policy are largely the same as this one, but with some slight differences).

There are separate arrangements, outside of this policy, for adaptations for council tenants of Cambridge City and South Cambridgeshire District Councils. See page 3 below for contact details.)

Types of financial assistance

The policy includes four types of financial assistance – in the form of grants or loans - which may be available to disabled people and those on low incomes:

1. Mandatory **Disabled Facilities Grants (DFGs)** to provide disabled adaptations in people's homes
2. Discretionary **Top Up Assistance** where the cost of works agreed through a Disabled Facilities Grant application is above the statutory maximum amount – currently set nationally at £30,000 (may be subject to change).
3. Discretionary **Relocation Assistance** to help disabled people to move to a more appropriate home; and
4. Discretionary **Special Purposes Assistance** for repairs, or other minor works or interventions in the home.

The tables below on pages 4 to 7 below give more detail on each of these.

The funding available to the council may also be used to fund wider partnership projects or other services to meet the objectives of the policy.

Objectives of the policy

The key objectives of the policy are:

- To support healthy, safe and independent living
- To help prevent hospital, care home or residential school admission
- To facilitate a patient being discharged from hospital and enabling them to live safely and independently at home, including making it easier for carers to provide support
- To prevent the need for higher expenditure elsewhere in the health and/or social care system
- To improve housing conditions and remove hazards in the home (ie Category 1 hazards under the Health & Safety Rating System)

Further information and how to apply

Your council or local Home Improvement Agency, Cambs HIA, can help you to apply for financial assistance.

If the grant or loan is to pay for work to be done in your home, the Home Improvement Agency can also arrange for that work to be carried out on your behalf.

If you need help to coordinate adaptations which would help to meet the objectives of this policy, but are not eligible for a grant or loan, Cambs HIA may be able to help you to have work carried out as a private customer.

As part of considering any application, there is likely to be an initial discussion with you on whether, if you are offered financial assistance, your home is likely to remain suitable for you in the longer term. As part of this discussion you may, if appropriate, be pointed towards advice and help in thinking about longer term housing options.

The district councils have a statutory duty to provide Disabled Facilities Grants to those who need them. However, the extent to which the other three discretionary forms of assistance can be offered will depend on both the individual's needs and the resources available.

For more information on what the policy covers and whether you might be eligible, please contact:

Cambs Home Improvement Agency,
South Cambridgeshire Hall,
Cambourne Business Park,
Cambourne,
Cambridge, CB23 6EA

Tel: 01954 713330/713347

If you are a **council tenant** living in Cambridge City or South Cambridgeshire, separate arrangements apply. Please contact:

Cambridge City Council
PO Box 700
The Guildhall
Cambridge
CB1 0JH

Tel: 0345 045 5202

<https://www.cambridge.gov.uk/contact-us>

Or:

South Cambridgeshire District Council
South Cambridgeshire Hall
Cambourne Business Park
Cambourne
Cambridge
CB23 6EA

Telephone: 03450 450 051

Email: Duty.Housing@scambs.gov.uk

A full version of the policy will be available on the council's websites at:

Cambridge City Council: <https://www.cambridge.gov.uk/>

Huntingdonshire District Council: <http://www.huntingdonshire.gov.uk/>

South Cambridgeshire District Council: <https://www.scambs.gov.uk/>

Grants and Loans: Summary

Disabled Facilities Grant (DFG)	
Section in policy	Section 2.1
Mandatory or discretionary	Mandatory (Eligibility is based on current legislation – may be subject to future change)
Description	Home adaptations for disabled people
Grant or loan	Grant
Maximum amount	Maximum amount allowed to be paid is set by government. (£30,000 at April 2019 but this may change)
Means test	Adults: In receipt of one or more qualifying benefits or full Financial Test of Resources. Children and eligible young people: not means tested
Tenure	All tenures (except council tenants in Cambridge City and South Cambs)
Specific restrictions	National eligibility criteria apply
Residency requirements	None
Secured on property	Yes – for grants over £10,000. Minimum charge £500; maximum charge £10,000
Repayable	Yes, if property disposed of within 10 years
Restrictions on future applications	Further applications may be considered.

Disabled Facilities Grant (DFG) Top Up

Disabled Facilities Grant (DFG) Top Up	
Section in policy	Section 2.2
Mandatory or discretionary	At the discretion of the council
Description	Where the cost of mandatory DFG works is higher than the maximum amount allowed by government to be paid for a DFG. (See Disabled Facilities Grants above).
Section in policy	Section 2.2
Grant or loan	Loan
Maximum amount	£15,000
Means test	Adults: means test for DFG will take into account full cost of work. Applications on behalf of children (as defined in the full policy): Standard DFG means test will be carried out, but mortgage outgoings will also be taken into account.
Tenure	All tenures (except council tenants in City & South Cambs)
Specific restrictions	Applicant is eligible for DFG. Also where a move to alternative accommodation is not feasible; and funding is not available from elsewhere. Without work applicant would be unable to remain living in the community, or person or carer would be at significant risk; or work would generate public service savings.
Residency requirements	None
Secured on property	Yes – full amount
Repayable	Yes – full amount repayable on disposal of property.
Restrictions on future applications	Further applications only considered in exceptional circumstances

Disabled Persons' Relocation Assistance	
Section in policy	Section 2.3
Mandatory or discretionary	At the discretion of the council
Description	To help with reasonable costs of a disabled person moving to a more suitable home.
Grant or loan	Grant
Maximum amount	Cambridge City , Huntingdonshire and South Cambridgeshire residents: Maximum amount payable £5,000
Means test	No
Tenure	All tenures (except council tenants in Cambridge City and South Cambs)
Specific restrictions	<p>a) Adaptations required, but moving home may be better and cheaper, taking into account cost of works required in current and new home; or.</p> <p>b) Existing accommodation not adaptable and new home more closely meets needs; or</p> <p>c) Moving home is likely to lead to savings public service savings, or would help to resolve other health and/or wellbeing issues.</p> <p>A suitable alternative property must have been identified.</p> <p>Cost of Disabled Persons' Relocation Assistance and any work to adapt the new property must not exceed the cost of adapting the disabled person's existing accommodation.</p>
Residency requirements	None
Secured on property	No
Repayable	No, unless applicant decides not to go ahead with the move.
Restrictions on future applications	Individual's circumstances must have changed significantly

Special Purposes Assistance	
Section in policy	Section 2.4
Mandatory or discretionary	At the discretion of the council
Description	Repairs, minor works or other interventions in the home to meet policy objectives.
Grant or loan	Cambridge City residents: First £10,000 as a grant, anything above that offered as a loan Huntingdonshire and South Cambridgeshire residents: Grant
Maximum amount	Cambridge City residents: £10,000; except for work for an owner-occupier which would result in removal of Category 1 hazards* where the maximum will be £20,000. Huntingdonshire & South Cambridgeshire residents: £10,000 *Category 1 hazards under the Housing Health & Safety Rating System
Means test	In receipt of a qualifying benefit (except adaptations for children which would normally be funded as a mandatory DFG)
Tenure	All tenures (except council tenants in City & South Cambs)
Specific restrictions	Not available for repairs to disability equipment. Cambridge City, Huntingdonshire and South Cambridgeshire residents: work is expected to be managed through Cambs HIA.
Residency requirements	Disabled adaptations: None Other works: 2 years
Secured on property	Cambridge City residents: Yes – for amounts over £10,000. Minimum charge £500; maximum charge £10,000 Huntingdonshire and South Cambridgeshire residents: No

Special Purposes Assistance	
Repayable	Cambridge City residents: Loan element repayable Huntingdonshire & South Cambridgeshire residents: Not repayable
Restrictions on future applications	3 years unless except in extenuating circumstances

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Cambridgeshire Housing Adaptations & Repairs Policy

FOR RESIDENTS LIVING IN THE FOLLOWING COUNCIL AREAS:

CAMBRIDGE CITY

HUNTINGDONSHIRE &

SOUTH CAMBRIDGESHIRE

(Separate documents are available for residents of East Cambridgeshire and Fenland District Council areas. Their versions of the policy are largely the same as this one, but with some slight differences).

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Part 1: INTRODUCTION

1.1 Purpose and objectives of the Policy

This Housing Adaptations & Repairs Policy applies to those living in Cambridgeshire (not including Peterborough), and highlights the importance that housing can play in promoting physical and mental health and wellbeing.

Please note: THERE ARE SEPARATE ARRANGEMENTS OUTSIDE OF THIS POLICY FOR ADAPTATIONS FOR COUNCIL TENANTS IN CAMBRIDGE CITY AND SOUTH CAMBRIDGESHIRE.

Cambridge City Council's policy for adaptations for council tenants is at:

<https://www.cambridge.gov.uk/policy-on-adaptations-for-tenants-with-a-disability>

South Cambridgeshire District Council's policy for adaptations for council tenants is at:

<http://www.scambs.gov.uk/housing/council-tenants/repairs-and-maintenance/aids-and-adaptations-to-your-home/>

The five district councils in Cambridgeshire are committed to supporting people to live independently and safely in homes which are suitable for their needs. This policy outlines the interventions which the councils have agreed may be funded through the Disabled Facilities Grant (DFG) Capital Allocation paid to them through the Department of Health's Better Care Fund, and aims to provide a consistent approach across the county. (Peterborough City Council has its own separate Housing Renewal policy).

The key objectives of the Policy are:

- To support healthy, safe and independent living
- To help prevent hospital, care home or residential school admission
- To facilitate a patient being discharged from hospital and enabling them to live safely and independently at home, including making it easier for carers to provide support
- To prevent the need for higher expenditure elsewhere in the health and/or social care system
- To improve housing conditions and remove hazards in the home (ie Category 1 hazards under the Health & Safety Rating System)

A summary of the policy will be available on the council's website, or on request

Cambridge City Council: <https://www.cambridge.gov.uk/>

Huntingdonshire District Council: <http://www.huntingdonshire.gov.uk/>
South Cambridgeshire District Council: <https://www.scambs.gov.uk/>

1.2 Background

The Policy stems from a county-wide review of Disabled Facilities Grants carried out during 2016-17, and the need for housing, health and social care services to work in a more joined up way.

Key principles for how the district councils' Disabled Facilities Grant Allocation could be better used to support wider health and social care outcomes formed part of a Cambridgeshire Housing Adaptations Agreement which was developed, following the review, between the district and county councils in partnership with the Cambridgeshire & Peterborough Clinical Commissioning Group.

This Policy incorporates some of these key principles. It contributes to the Cambridgeshire Better Care Fund Plan vision, which involves diverting resources away from acute health services and ongoing social care, focusing on helping people to help themselves, and returning people to independence wherever possible.¹ It also helps to support some of the priorities identified in a number of key local strategies, including: Cambridgeshire's Health and Wellbeing Strategy, Older People's Accommodation Strategy; an Ageing Well Strategy; and the district councils' own Housing Strategies. There are also links with the Cambridgeshire Housing and Health Joint Strategic Needs Assessment.²

The Policy also helps to meet each of the five district councils' wider responsibilities around tackling hazards in the home, and will form part or all of each council's Regulatory Reform Order Repair & Renewal policies.

Housing adaptations represent just one of a range of other interventions helping people to remain living at home. These include reablement services, provision of assistive technology and other daily living equipment, and Cambridgeshire Handyperson Service, to name a few.

One of the findings of the Review was that in order to achieve better outcomes for people, and to make best use of the resources available, providing repairs and adaptations in the home in which someone is currently living will not always be the best solution

With limited funding available, for the Policy to be successful it will need to be implemented hand in hand with a new approach to considering people's wider

¹ Cambridgeshire Better Care Fund: <https://www.cambridgeshire.gov.uk/residents/working-together-children-families-and-adults/working-with-partners/section-115/cambridgeshire-better-care-fund-bcf/>

² Cambridgeshire Housing & Health JSNA 2013: <http://cambridgeshireinsight.org.uk/housing-jsna-2013>

housing options. Independent advice and information on alternative housing options – for example sheltered or extra care housing or moving to a more suitable home – will, where appropriate, be made available at an early stage. This is particularly important where someone’s home is unlikely to remain suitable in the longer term.

Further information on Cambridgeshire’s approach to considering applicants’ wider housing options is at Appendix 1.

Examples of evidence to support this policy are shown in Appendix 2.

The Policy will take effect from April 2019.

1.3 Capital resources

Government funding for Disabled Facilities Grants has historically been insufficient to meet demand for mandatory DFGs, with the district councils providing additional funding to meet their statutory responsibilities.

To help achieve broader health and social care outcomes, the Disabled Facilities Grant Capital Allocation for Cambridgeshire has increased from £1.9m in 2015-16 to just under £3.6m by 2018-19.

However, even with the increase in capital funding, with an ageing population and large-scale housing growth in many parts of the county there is a risk that much of it may be used up through increasing demand. It is essential that we make best use of the limited resources available to achieve the required outcomes.

1.4 The role of the Home Improvement Agency

Cambridge City, Huntingdonshire and South Cambridgeshire District Councils:

Our Home Improvement Agency (Cambs HIA) is a shared council service operating across Cambridge City, South Cambridgeshire and Huntingdonshire.

The Home Improvement Agency will assist a people in applying for grants and loans, design and organise works, obtain quotes, supervise the works on site and complete all of the administrative support required to enable a person to maximise their independence in their own home.

Staff at the Agency work closely with district council officers, Occupational Therapists and other professionals.

www.cambshia.org | www.facebook.com/cambshia | www.twitter.com/cambshia | www.instagram.com/cambshia

PART 2: ASSISTANCE AVAILABLE

2.1 Mandatory Disabled Facilities Grants

Mandatory Disabled Facility Grants are available to people with disabilities living in the district, to provide disabled adaptations to the home.

The Council will award Mandatory Disabled Facilities Grants (DFGs) according to the governing legislation and guidance issued by central government and in force at the time, which determines amongst other things: the maximum amount of grant payable; the type of work that can be funded; the test of financial resources that must be applied to determine the contribution to be made by the applicant. Further information is available on request.

See Appendix 3 for more details on Disabled Facilities Grants.

Contact details are available in the Policy Summary, and in paragraph 3.1 below.

Note that the Care Act includes duties to provide equipment, and adaptations up to a value of £1,000, free of charge where there is an assessed need. These are outside the scope of this policy.

2.1.1 Eligibility

Occupiers of all types and tenures of residential properties are eligible to apply. This also includes park homes and houseboats, and eligibility extends to a range of licencees, including agricultural workers and service employees.

Applications for grant aid on a dwelling owned by a trust will be considered on a case by case basis.

Council tenants should apply, in the first instance, to the council's housing adaptations service, and may need to go through a different application process. For details on who to contact, see paragraph 3.1 below.

In assessing whether an applicant is eligible for a Disabled Facilities Grant, the council or Home Improvement Agency will consult with Social Services, and other agencies as appropriate.

Applications for Disabled Facilities Grants for adults will normally be subject to a means test to assess income and savings levels, using the national Financial Test of Resources. (See Appendix 4 for more detail). No means test will apply in relation to Disabled Facilities Grant applications for children up to the mandatory maximum grant amount (currently £30,000). For the purposes of this policy, 'children' are as defined in the Glossary at Appendix 6)

Some applicants may be eligible for a Disabled Facilities Grant, but be required to make a financial contribution, depending on their financial circumstances.

2.1.2 Determining whether works are appropriate

Disabled Facilities Grants are available for adaptations which the Council considers are necessary and appropriate to meet the needs of the disabled occupant, and reasonable and practicable having regard to the age and condition of the dwelling. Steps will be taken to consider, at an early stage, and in liaison with the applicant, whether moving to alternative accommodation might be a better option. In these circumstances, help and support will be offered in considering what housing options might be available. Details of the Cambridgeshire Early Help, Housing Options for Older People and Older People's Visiting Support service are at Appendix 1.

If moving is considered a better option, Discretionary Persons Relocation Assistance grant may be available (see section 2.3 below).

In deciding whether adaptations are necessary, appropriate, reasonable and practicable, and whether they are likely to meet the person's needs, an assessment of the internal layout of the existing dwelling will be carried out. Consideration may be given to funding additional sleeping and/or bathing accommodation by way of an extension to the existing dwelling where neither rearrangement, nor moving to an alternative property is feasible.

2.1.3 Amount of grant payable

The mandatory maximum amount available for a Disabled Facilities Grant is currently set nationally at £30,000. Where the works required, including any fees, will cost more than the maximum amount set by government, an applicant may be asked to seek additional sources of funding and/or make a financial contribution themselves. In some circumstances they may be able to apply for Discretionary Top Up Assistance to help with this. See section 2.2 below for details.

In the case of housing association tenants the council or Home Improvement Agency may be able to arrange for the landlord to cover some of the cost.

If the work is arranged through the local Home Improvement Agency, the cost of work will be assessed, and contractors appointed, in accordance with arrangements agreed between the council and the appropriate Home Improvement Agency.

If the applicant arranges for the work to be carried out him/herself, the council will pay the lower of a minimum of two quotations provided those received are reasonable, taking into account all the circumstances.

Where the applicant or a member of the family proposes to carry out the work, rather than through the Home Improvement Agency, Disabled Facilities Grant assistance

will cover reasonable costs for materials, subject to suitable invoices or receipts.
Labour costs may not be covered in these circumstances.

2.1.4 Means test

Applicants not receiving one or more qualifying benefits will be means tested using the national Financial Test of Resources in place at the time. More detail on how this assessment will be carried out is at Appendix 4. Applicants for grants for children will not be assessed unless the cost of the work is likely to go above the mandatory maximum grant amount – currently £30,000. (See Glossary at Appendix 6 for definition of who counts as a child for these purposes).

Advice will be given on whether or not a disabled person might be eligible and the Home Improvement Agency can assist with the application. Where applicants are not eligible for assistance; or their financial circumstances mean that they will need to make a contribution to the cost; the council or Home Improvement Agency may be able to help the applicant to seek other sources of funding, such as charitable contributions or releasing equity in their home, etc.

2.1.5 Carrying out of works

We encourage applicants to have works project managed by, and delivered through, the local Home Improvement Agency. A fee for this service is charged, and will usually be included in the grant award.

In some cases the applicant may wish to carry out additional work, over and above what the council or Home Improvement Agency deems is necessary to meet the needs of the disabled person. In this situation, the council will need to be satisfied that s/he has sufficient financial resource to fund the additional work.

Cambridge City, Huntingdonshire and South Cambridgeshire residents:

In addition, where someone wants help to coordinate adaptations which would help to meet the objectives of this policy, but is not eligible for a grant or loan, Cambs HIA can help them to have the work carried out as a private customer.

2.1.6 Repayment of assistance when the property is disposed of

Where the value of the grant to an owner occupier exceeds £10,000 a charge may be registered against the property, making some of the grant repayable if the property is disposed of or transferred within 10 years of completion of the work. The minimum charge registered will be £500; the maximum will be £10,000.

Cambridge City, Huntingdon and South Cambridgeshire residents:

The charge registered against the property will be a local land charge.

2.1.7 Future applications

Where work is completed following a Mandatory DFG application, and the applicant has been required to make a financial contribution to the work, this may in some circumstances reduce the contribution required to be made on future applications for Mandatory DFG works. Further information is available on request.

2.1.8 Smaller adaptations

Some small standard adaptations eligible for a DFG may be offered as a Special Purposes Assistance grant if the council is satisfied that funding it through Discretionary Special Purposes Assistance would significantly speed up the process and improve the outcome for the applicant. (See section 2.4 below). The council or Home Improvement Agency will discuss with the applicant the most appropriate route for the individual concerned. This option, if offered, does not affect the disabled person's statutory right to apply for a Disabled Facilities Grant

2.2 Discretionary Disabled Facilities Grant Top Up Assistance

In cases where the cost of works agreed through a Disabled Facilities Grant application is above the mandatory maximum grant amount - currently £30,000 - applicants may be able to apply for Discretionary Top Up Assistance in the form of a loan which will be secured on the property.

This is a discretionary loan and the decision on whether to award it in each case will depend on the individual's needs and the resources available. Details of how discretionary cases may be prioritised is shown in paragraph 4.1 below.

2.2.1 Eligibility

This is available to those with an owner's interest in their home who have been assessed as eligible for a mandatory DFG where the cost of approved works is above the mandatory maximum grant amount – currently set at £30,000.

Discretionary Top Up Assistance may be available in cases where:

- The option to move to more suitable accommodation has been explored fully but found not to be feasible, and;
- Having taken all reasonable steps, funding cannot be found from other sources; and
- Not carrying out the works would mean that the applicant would be unable to remain living in the community; or the person or their carer would be at significant risk if the work was not completed; or completion of the work would potentially bring significant savings in other areas of public provision including health, social care, and education.

Discretionary Top Up Assistance will be offered as a loan, secured on the property. There should be sufficient equity in the property to meet the cost of the assistance, taking into account any other charges on the property, and any potential uplift in value which might, in the council's opinion, apply to the property once the work is completed. If there is insufficient equity, or if the applicant is a housing association tenant, and no other suitable accommodation can be found, the council may, in exceptional circumstances, consider offering all or part of Discretionary Top Up Assistance as a grant.

In the case of Discretionary Top Up Assistance for adults, the means test carried out to assess eligibility for and any contribution towards mandatory Disabled Facilities Grant will take into account the full cost of the works, including the need for any Top Up Assistance.

Where an application for Discretionary Top Up Assistance is for a child (as defined in the Glossary at Appendix 6) financial circumstances will be taken into account.

Cambridge City, Huntingdonshire and South Cambridgeshire residents:

The standard DFG means test will be used to assess financial circumstances where the overall cost of the works is more than the maximum grant amount set by government for a DFG. Mortgage outgoings of the person responsible for the child or young person will also be taken into account.

2.2.2 Maximum amount payable

The maximum amount payable for Discretionary Top Up Assistance will be £15,000 including the local Home Improvement Agency's fees where their services have been used.

2.2.3 Repayment

Cambridge City, Huntingdonshire and South Cambridgeshire residents:

Where top up assistance is awarded, a local land charge will be registered against the property in order to secure the loan. The loan will be required to be repaid in full when the property is disposed of.

2.2.4 Future applications

Future applications for DFG Top Up assistance, where assistance has previously been awarded for that disabled person, will only be considered in exceptional circumstances.

2.3 Discretionary Disabled Persons' Relocation Assistance (DPRA)

Applications for a Disabled Persons' Relocation Assistance can be considered for people living in the district where:

- a) Adaptations are required for a person who is eligible for a DFG, but relocation may be a better and cheaper option, taking into account the cost of the works and any future works likely to be required in the new property; or
- b) Where adaptations are required but it is not reasonable or practicable to adapt a disabled person's existing accommodation; or
- c) Where relocation is likely to lead to savings to the wider public purse, or it would help a disabled person to resolve other issues which might impact on health, and/or well-being.

In each case, a suitable alternative property must have been identified before a formal application for Relocation Assistance is submitted.

Disabled Persons' Relocation Assistance may contribute towards reasonable costs of moving to a more appropriate property: Examples of what this may cover include:

- removal expenses
- estate agent fees
- legal fees
- other relocation expenses reasonably incurred.

It will not include any adaptations which may be required to the new home.

The council will advise whether there is a financial limit on the amount which can be awarded to any one applicant.

Disabled Persons' Relocation Assistance is discretionary assistance and depends on the individual's needs and the resources available. Details on how discretionary cases may be prioritised is shown in paragraph 4.1 below.

2.3.1 Eligibility

Disabled Persons' Relocation Assistance can be considered for applicants who meet the criteria above, where the council is satisfied that the property to which the disabled person is moving more closely meets his/her needs and those of the family than the existing one.

Applications may be considered from/on behalf of owner occupiers and tenants.

Cambridge City and South Cambridgeshire council tenants: Council tenants should apply to the council's housing adaptations service, and may need to go through a different application process. For details on who to contact, see paragraph 3.1 below).

A representative of the council may visit the property being considered for relocation, to ensure it is suitable to meet the needs of the disabled person.

Applicants for Disabled Persons' Relocation Assistance will not be means-tested.

Only applications made before the person has moved home will be considered.

2.3.2 Grant payable

Cambridge City, Huntingdonshire and South Cambridgeshire District Council residents: The maximum sum payable as a relocation grant will be £5,000.

2.3.3 Future applications

If an applicant subsequently moves again, further application for Disabled Persons' Relocation Assistance may only be considered where the disabled person's circumstances have changed significantly since moving into the property for which the assistance was awarded. This will be at the council's discretion.

2.4 Discretionary Special Purposes Assistance

Discretionary Special Purpose Assistance may be available for repairs, or other minor works or interventions in the home which the council is satisfied is reasonable and practicable and will help to meet one or more of the Policy's key objectives.

It will not normally be offered for interventions which are readily available through other services, or where work is covered under an existing warranty.

Examples of the types of work may include:

- Property repairs and replacement of fixtures/fittings
- Remediating of Category 1 hazards, including work to reduce the risk of falls
- Energy efficiency measures to promote warm homes
- Security measures
- Works not eligible for a Mandatory Disabled Facilities Grant but would help prevent hospital or care admission, speed up transfers of care, and/or save money elsewhere in the health, social care and/or education system
- Additional work to facilitate work required under a Mandatory Disabled Facilities Grant (DFG) but which is not eligible for Mandatory DFG funding
- Work to make a home dementia-friendly
- Adaptations which would normally be funded through a Mandatory Disabled Facilities Grant but where the council is satisfied that funding it through Discretionary Special Purposes Assistance would significantly speed up the process and improve the outcome for the applicant. The council would also have to be satisfied that there were exceptional circumstances which justified the mandatory DFG process being waived for that particular applicant.
- Larger items of personal equipment where alternative funding is not available, and where provision would be cheaper and/or provide a better outcome for the individual than would be achieved through adaptations.
- Any other request deemed by the council to be reasonable & practicable, and necessary & appropriate to meet the objectives of the Policy.

Discretionary Special Purposes Assistance is not available for repairs to disability equipment, such as stairlifts, ceiling track hoists, etc, as ongoing maintenance, if not covered by warranty, is generally the responsibility of the owner.

Discretionary Special Purposes Assistance is a discretionary grant and will depend on the individual's needs, the resources available, and the particular district council's wider objectives and priorities. Details on how discretionary cases may be prioritised is given in paragraph 4.1 below.

2.4.1 Eligibility

Applicants must be living in the district, and living in the property in question.

If repair or other work is required, other than disabled adaptations, the applicant must normally have been resident in that home for a minimum of two years prior to the date of application.

Applications from tenants will normally only be considered for work which is not the responsibility of the landlord.

Discretionary Special Purposes Assistance will normally only be considered for those in receipt of a qualifying benefit (with the exception of adaptations for children – which would normally be expected to be funded through mandatory Disabled Facilities Grant). (See Appendix 4 for more detail). Evidence of being in receipt of benefits will normally be required, although if providing evidence would lead to unreasonable delays in work being carried out, the council may use its discretion to accept a signed declaration that the person for whom the work is required is in receipt of one of these benefits. If this statement is later found to be false then the applicant will be required to repay the grant in full.

Cambridge City, Huntingdonshire & South Cambridgeshire residents:

Where the applicant is required to make a contribution but does not have sufficient savings, and the council concerned is satisfied that seeking a contribution would give rise to financial hardship and be detrimental to the health and wellbeing of the applicant, a decision may be made to waive the contribution. This would be subject to the discretion of the council concerned and availability of funding.

The council or Home Improvement Agency may consider whether other funding options are available in considering whether assistance is payable.

2.4.2 Amount of assistance payable

Cambridge City residents: The maximum amount allowed to one household will generally be £10,000. However, for work for an owner-occupier which would result in remedying of Category 1 hazards - the maximum will be £20,000. This includes any Home Improvement Agency fees.

Huntingdonshire and South Cambridgeshire residents: The maximum amount allowed to one household will be £10,000 including any Home Improvement Agency fees.

2.4.3 Repayment

Cambridge City residents: Where the value of the assistance to an owner occupier exceeds £10,000 a local land charge may be registered against the property, making the loan element repayable on disposal of the property. The minimum charge registered will be £500; the maximum will be £10,000.

Huntingdonshire and South Cambridgeshire residents: No repayment required.

2.4.4 Carrying out of works

Cambridge City, Huntingdonshire and South Cambridgeshire residents:

We expect that all discretionary work will be managed through the Home Improvement Agency, Cambs HIA.

2.4.5 Future applications

Further applications for Discretionary Special Purposes Assistance will not normally be considered from an applicant household within three years of the work being completed unless there are extenuating circumstances. Eg if refusal would lead to significant health impact or a delayed transfer of care.

2.5 Discretionary funding of partnership work and other services

This policy allows for DFG capital grant provided through the Better Care Fund to be made available to fund wider partnership projects or other services where it can be clearly demonstrated that they would help to meet the objectives of this policy.

PART 3: ACCESS TO THE SERVICE

3.1 How to apply and who to contact for further information

Cambridge City, Huntingdonshire and South Cambridgeshire District Council residents:

Please contact:

Cambs Home Improvement Agency,
South Cambridgeshire Hall,
Cambourne Business Park,
Cambourne,
Cambridge, CB23 6EA

Tel: 01954 713330/713347

Email: hia@cambshia.org

www.cambshia.org | www.facebook.com/cambshia | www.twitter.com/cambshia
| www.instagram.com/cambshia

3.2 Valid applications

For an application to be valid, it must be in writing, and all the information required by the council must be provided. This may include, amongst other things:

- Details of why the work is needed
- Details of the relevant works
- Estimates of the cost of the works
- Any financial information required for a financial assessment to be carried out
- Written documentation evidencing a legal interest in the property, and that the occupant on behalf of whom the application is made intends to live there as their only or main residence throughout the grant/loan condition period. If the application is for a property held in trust or is occupied under another licence, for example in the case of agricultural workers, it will be at the council's discretion as to the appropriateness or otherwise of the requirement for written documentation.
- For works to be carried out for the benefit of a tenant, a statement of consent to the works signed by the person who at the time of the application is the landlord under the tenancy.

Exactly what information is required in each case will depend on the type of assistance being applied for and the circumstances of the applicant. More information is available on request.

Where the applicant is using the services of the local Home Improvement Agency, the Agency can help with completing the application.

Further information on the types of legal interest and occupancy documentation required are at Appendix 4.

3.3 Fees to be charged

It will be at the discretion of the Council as to the level of professional fees deemed reasonable to be covered in the calculation of financial assistance. Where an applicant uses the services of the Home Improvement Agency then the Council will generally include the fees in the calculation of financial assistance.

Cambridge City, Huntingdonshire and South Cambridgeshire District Council residents: The fees charged may vary from time to time, and applicants will be advised of the current rate when they appoint the agency. The agency's fees are subject to VAT.

3.4 Conditions

Information on grant/loan conditions are available from the council or Home Improvement Agency. These conditions remain in force throughout the relevant grant/loan condition period.

In making an application for financial assistance the applicant agrees to the terms and conditions attached to the provision of that assistance.

PART 4: ADDITIONAL INFORMATION

4.1 Prioritisation of funding

While this policy is designed to encourage flexible use of the DFG Capital Allocation, where insufficient funding is available, Mandatory Disabled Facilities Grants will generally need to be given first priority over discretionary assistance.

Where the council considers there will be sufficient funding to provide discretionary assistance on top of Mandatory Disabled Facilities Grant work, then applications for discretionary assistance will be dealt with on a first come first served basis, so long as sufficient funding remains available.

If there are a number of applications being considered at any one time, applications will generally be prioritised in the following order:

- Mandatory Disabled Facilities Grants, and Relocation Assistance for applicants, for applicants who would be eligible for a DFG, within the terms of paragraph 2.3(a) above.
- Work to facilitate a Disabled Facilities Grant which is not eligible for Mandatory DFG funding
- Relocation assistance under the terms of paragraph 2.3(b) above
- Discretionary Top Up Assistance
- Disabled Facilities Grant works to be carried out under Discretionary Special Purposes Assistance where the council is satisfied that funding it through Discretionary Special Purposes Assistance would significantly speed up the process and improve the outcome for the applicant.
- Other Discretionary Special Purposes Assistance
- Relocation assistance under the terms of paragraph 2.3(c) above
- Discretionary partnership projects and/or other services.

The council reserves the right to amend this priority ordering if the need arises. For example: where additional funding becomes available from elsewhere with the intention of it being used for a particular type of assistance; if changes in legislation enable or require it; etc

In assessing whether to fund assistance other than Mandatory DFGs, and what priority should be given, the council will also consider:

- a) The extent to which providing assistance will meet the objectives of this Policy;

- b) Whether the need for assistance is considered serious and urgent both in its own right and relative to any other current applications and enquiries for assistance which the council is considering;
- c) The extent to which the applicant is able, and can him/ herself afford to resolve the problem and /or pay for the work;
- d) Whether the work to which the application relates is considered serious or urgent relative to the general state of repair of dwellings in the district.
- e) Any other circumstances which may be relevant at the time.

4.2 Approval of application and payment of grant

Before approving an application the Council will need to be satisfied that the application is complete and that it accurately reflects the applicant's circumstances; also that the applicant clearly understands and accepts the conditions of any financial assistance being provided.

Where the assistance is to pay for work to be carried out:

- The council must be satisfied that the cost of the works is reasonable and that all the appropriate notifications and/or permissions have been obtained eg, Building Regulations, Planning Permission etc.
- If the applicant is arranging their own work, s/he should not make any arrangements for the work to start until they have received the grant/loan approval in writing from the council.
- If carrying out their own work the applicant must notify the Council when the work is completed. A council representative may need to visit the property to inspect the works before arranging payment. No payment will be made until the relevant work is completed to the Council's satisfaction. The applicant will be responsible for ensuring that any defects are remedied.
- Unless otherwise specified, payment will be made direct to the contractor.
- Where the approved work has not been carried out to the satisfaction of the applicant the Council may, at the request of the applicant and if it considers it to be reasonable, withhold payment.

Cambridge City, Huntingdonshire and South Cambridgeshire District Council residents:

Generally it is expected that works will be completed within 12 months of grant/loan approval.

Further conditions may apply to the payment of any assistance under this policy, which applicants need to formally agree to before any application can be approved. Details are available from the council or the Home Improvement Agency.

4.3 Local authority decision making & appeals

All applications for assistance contained within this Policy are subject to the local authority's decision making processes.

If an applicant wishes to appeal against a decision under this Policy:

Cambridge City, Huntingdonshire and South Cambridgeshire District Council residents: Should contact the Manager at Cambs HIA in the first instance. The Manager will advise the applicant of how it will be taken forward.

The council may make exceptions to the policy in exceptional circumstances, and each case will be considered on its merits.

4.4 Equalities

The public sector equality duty under the Equality Act 2010 requires public bodies, in exercising their functions, to have due regard to the need to:

- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act;
- Advance equality of opportunity between people who share a protected characteristic and those who do not; and
- Foster good relations between people who share a protected characteristic and those who do not.

The protected characteristics are: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex and sexual orientation.

An Equality Impact Assessment has been carried out on this Policy to ensure that the Policy takes into account the needs of all groups, and that particular groups of people are not adversely affected by it.

4.5 Safeguarding

Cambridge City, Huntingdonshire and South Cambridgeshire residents:

There are national requirements for safeguarding and protecting people at risk of abuse or neglect. All the Cambridgeshire councils are committed to safeguarding and promoting the welfare of children and adults who may be at risk, and their policies and processes reflect the direction of Cambridgeshire County Council in relation to safeguarding. All key staff are trained in safeguarding issues. Your council can provide details of its own policies in relation to safeguarding.

4.6 Customer Care & Complaints

Cambridge City, Huntingdonshire and South Cambridgeshire District Council residents:

Customer care is of paramount importance. Staff are trained in their area of work and most are experienced at supporting disabled and or vulnerable people. Contractors are required to act in accordance with a code of conduct, and health and safety is taken very seriously.

However, occasionally things may go wrong. Customers who wish to make a complaint should speak first to the Manager of Cambs HIA, who will advise on how to make a complaint and to whom the complaint should be made. Complaints will initially be dealt with by the Home Improvement Agency or the relevant council, depending on the nature of the complaint.

4.7 Recourse to public funds

Assistance will not be available to individuals who have no National Insurance number or recourse to public funds. Further details are available from the government's website.³

4.8 Monitoring of outcomes

The five Cambridgeshire district councils signed up to this Policy will agree a common set of outcomes with health and social care partners which will be used to monitor implementation of this policy.

³ Gov.uk web page re public funds: <https://www.gov.uk/government/publications/public-funds--2/public-funds>

4.9 Policy Review

The Policy will run from April 2019. The government recently announced a national review of Disabled Facilities Grants. This Policy may need to be reviewed once the outcome of this is known. Otherwise the Policy will be reviewed as and when necessary.

Appendix 1

Early Help & Housing Options

One of the findings of the Cambridgeshire Disabled Facilities Grants Review carried out in 2016 was that in order to achieve better outcomes for people, and to make best use of the resources available, providing repairs and adaptations in the home in which someone is currently living will not always be the best solution; options must also be available for people to move to more suitable accommodation.

The Home Improvement Agencies already provide basic housing options advice. However, with limited funding available, for the Policy to be successful it will need to be implemented hand in hand with a new approach to considering people's wider housing options at an earlier stage.

For adults where their current home may not meet their needs now or in the future, there is a Specialist Housing Officer who works with the Adult Early Help Team working with Social Workers and Occupational Therapists. This service provides advice and information on all the possible options that may be available at an early stage.

For older people the Councils also promote the use of the Elderly Accommodation Council (First Stop – HOOP) resources to deliver early advice and information on alternative housing options prior to a request for an adaptation. This provides comprehensive information on services available to maintain independence and also an independent advice line. Information on alternative housing opportunities - for example sheltered housing, extra care or the purchase of a more suitable home, can inform early decisions. This is especially important if the home will not be suitable in the longer term. See the Cambridgeshire Older Peoples Factsheet for further information. ⁴

The Housing Options for Older People (HOOP) tool is available both on line and in leaflet format and is designed to help older people think about how suitable their current home is and if submitted can identify what alternative options are nearby. See the website online tool.⁵

Support with planning, managing and facilitating a move can be sought from the Older Peoples Visiting Support Services which are delivered across the county to people in all tenures, be they property owners or renters, if this is not readily available from family or friends.

For working age people with a disability who are considering applying for an adaptation to their home, information and advice can be sought on alternative social housing options from the local Home-link teams. Support with planning, managing and facilitating a move may be available from the Floating Support Services available across the county.

For families with a child or young person with Special Educational Needs and Disability (SEND) 0 – 25) where their current home may not meet the child's needs now or in the

⁴ Cambridgeshire Older People's Factsheet: <http://www.housingcare.org/downloads/kbase/3501.pdf>

⁵ HOOP online tool: <https://hoop.eac.org.uk/hoop/start.aspx>

future there is a Specialist Housing Officer who works with the SEND Social Care, Occupational Therapists and others.

These services provide advice and information on all the possible options that may be available at an early stage. Often major adaptations can be expensive and the limits of the Grant funding available means that sometimes more expensive works (i.e. extensions with specialist equipment) cannot be fully funded that way. Options may include a move to a more suitable property, accessing or moving within social housing, or a new build opportunity.

Appendix 2

National and Local Context and Supporting Data

Legislative background

The Care Act 2014 focusses on prevention. Guidance states “*Local authorities must provide or arrange services, resources or facilities that maximise independence for those already with such needs, for example interventions such as rehabilitation/reablement services, e.g. community equipment services and adaptations.*” The guidance goes on to state “*Integrated services built around an individual’s needs are often best met within the home. The suitability of living accommodation is a core component of an individual’s wellbeing and when developing integrated services, local authorities should consider the central role of housing within integration.*”

The Public Health Outcomes Framework “Healthy Lives, Healthy People: Improving Outcomes and Supporting Transparency” (Dept of Health, 2013) sets out desired outcomes for public health and how they will be measured. Many of the outcomes have links to housing including prevention of falls and injuries in over 65s, Fuel Poverty and Excess Winter Deaths.

The Regulatory Reform (Housing Assistance) (England & Wales) Order 2002 (RRO 2002) repealed much of the Housing Renovation Grants regime of the previous Housing Grants, Construction and Regeneration Act of 1996 but left in place the Mandatory Disabled Facility Grants and discretionary grant duties.

In 2008/09 the government extended the scope of the Regulatory Reform Order, allowing authorities to use the Disabled Facilities Grant capital allocation on other types of adaptations, repairs and assistance. The Cambridgeshire authorities hadn’t until now adopted this approach and continued to use the DFG Allocation purely for Mandatory Disabled Facilities Grants which they have a statutory duty to provide; although some have been funding a range of discretionary Regulatory Reform Order policy initiatives through separate capital funding directly from their own budgets.

The Housing Act 2004 placed a duty on local authorities to keep housing conditions under review. The Act introduced the Housing Health and Safety Rating System (HHSRS) risk assessment for residential properties, which replaced the old housing fitness standard. In addition, the Home Energy Conservation Act 1995 continues to place a requirement on the authority to have a strategy for promotion and adoption of energy efficiency measures and to work towards the reduction of fossil fuel use.

National data

Around 12% of homes in England are estimated to have Category 1 hazards.⁶ Most of those are in the private rented and owner occupied sectors. In addition, around one in five homes do not meet the national ‘decent homes’ standard.^{7 8}

National research by the Building Research Establishment (BRE) estimated that it was costing the NHS around £1.4bn per annum in first year treatment costs to leave people living in the poorest housing in England (ie with at least one Category 1 hazard).⁹

Further Building Research Establishment research found that, in England:

- Over one fifth of all older household groups (55 – 64, 65 – 74, over 75 and over 80) lived in a home that failed to meet the Decent Homes standard
- 780,000 households aged 55 years and over were in fuel poverty
- 1.3 million households aged 55 years and older lived in a home with at least one Category 1 hazard
- For households aged 55 years or more, the cost of poor housing to the NHS (for first year treatment costs) is £624 million with these costs dominated by excess cold hazards and those associated with falls (on stairs and on the level)
- The proportion of older households living in a home with the four “visitability” accessibility features assessed by the English Housing Survey (level access, flush threshold, WC at entrance level and sufficiently wide doors and circulation space) ranged from 4% (aged 55 – 64 years) to 7% (aged 80 years and over). Around a fifth of homes occupied by all age groups aged 65 years and over had none of these key features and this figure was 24% for households aged 55 – 64 years.
- A permanent home for a person with restricted mobility requires suitable parking, downstairs living space, shower on the ground floor, wheelchair turning space, bed space on the ground floor and the entrance illuminated or covered. The research estimated that only 110,000 dwellings (0.5%) were fully accessible.

Cambridgeshire Population Data^{10 11}

⁶ As measured by the Housing Health & Safety Rating System – HHSRS;

⁷ English House Condition Survey 2015:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/627688/Potential_stock_improvements_Report_2015-16.pdf

⁸ Housing Health & Safety Rating System <https://www.gov.uk/government/publications/hhsrs-operating-guidance-housing-act-2004-guidance-about-inspections-and-assessment-of-hazards-given-under-section-9>

⁹ BRE, The Cost of Poor Housing to the NHS briefing: <https://www.bre.co.uk/filelibrary/pdf/87741-Cost-of-Poor-Housing-Briefing-Paper-v3.pdf>

¹⁰ Census 2011, Cambridgeshire Atlas: <http://atlas.cambridgeshire.gov.uk/census/2011/atlas.html>

¹¹ From Cambridgeshire DFG review 2016

According to the Census 2011:

- The number of households was 251,241
- Around 15% reported a long-term activity limiting illness

Cambridgeshire County Council's Research Group estimates that:

- In Cambridgeshire in 2016 there are estimated to be over 409,000 adults (18-64 years), over 138,000 children (0-18 years) and nearly 116,500 older people (65+).
- In the next five years the population is forecast to grow by an additional 30,800 adults (+8%), 15,700 children (+11%) and 10,400 older people (+14%). The biggest percentage change is amongst the oldest age group – an additional 4,000 people aged 85 and over by 2021.

Local Data

The Home Improvement Agency produces an annual report which is available on line at www.cambshia.org and provides more information about the types of adaptations completed each year.

Appendix 3

Mandatory Disabled Facilities Grants – further information

The provisions governing Mandatory Disabled Facility Grants are set out in the Housing Grants, Construction and Regeneration Act 1996, as amended by the Regulatory Reform (Housing Assistance)(England & Wales) Order 2002.

A summary of the purposes for which Mandatory DFGs may be given are as follows:

a) Facilitating Access and Provision

These include works to remove or help overcome any obstacles which prevent the disabled person from moving freely into and around the dwelling and enjoying the use of the dwelling and the facilities or amenities within it.

b) Making a dwelling or building safe

Adaptations to the dwelling or building to make it safe for the disabled person and other persons residing with him/her.

c) Room usable for sleeping

The provision of a room usable for sleeping should therefore only be undertaken if the council is satisfied that the adaptation of an existing room in the dwelling (upstairs or downstairs) or the access to that room is unsuitable in the particular circumstances..

d) Bathroom

A disabled person should have access to a wash hand basin, a WC and a shower or bath (or if more appropriate, both a shower and a bath).

e) Facilitating preparation and cooking of food

A wide range of works are available to enable a disabled person to cater independently.

f) Heating, lighting and power

The improvement of an existing heating system in the dwelling to meet the disabled occupant's needs. Where there is no heating system or where the existing heating arrangements are unsuitable to meet his needs, a heating system may be provided.

g) Dependent residents

Works to a dwelling required to enable a disabled occupant better access and movement around the dwelling in order to care for another person who normally resides where whether or not they are related to the disabled person.

h) Access to garden

Works for facilitating access to and from a garden by a disabled occupant, or making access to a garden safe for a disabled occupant.

Further details are available from the council or Home Improvement Agency.

Appendix 4

Test of Resources/ Means Testing

Where required under this policy, a test of resources will be carried out in order to assess the amount, if any, that the applicant must contribute to cost of the works. If the applicant is not in receipt of a passporting benefit they will have to provide details of income and capital.

For those in receipt of one or more of certain qualifying benefits or any equivalent or successor benefits at the time of the application, their contribution towards the financial assistance will be NIL.

The relevant qualifying benefits set by government at the time of publishing this policy are:

- Universal credit
- Income Support
- Income based Job Seekers Allowance or Income Based Employment Support Alliance
- Working Tax Credit with gross income less than the current level set by the Department of Work & Pensions
- Housing Benefit,
- Guaranteed Pension Credit,
- Or child tax credit with a relevant income less than the current level set by the DWP

In addition to the qualifying benefits set by government, Council Tax Benefit may, under this policy, be treated as a qualifying benefit for Discretionary Special Purposes Assistance adaptations which would normally be funded through a Mandatory Disabled Facilities Grant but where funding it through Discretionary Special Purposes Assistance would, in the council's view, significantly speed up the process and improve the outcome for the applicant.

For those not on one of the qualifying benefits listed above, where means testing is required legally and/or under the policy, a full means test will be carried out under the National Test of Resources in accordance with the Housing Renewal Grants Regulations 1996 (as amended), or any future legislation that replaces it. This will calculate the applicant's contribution in order to assess the extent to which any assistance may be given up to the maximum eligible expense limit.

The council may in some cases, and where legally permitted, exercise the discretion to consider a grant or loan where applicants are not on qualifying benefits but instead:

- have an income (at the time of application), of less than the current income level recognised by the DWP,
- **and** have savings less than the current cut off level determined by the benefits service,
- **and** are considered to be a priority due to their situation or their urgency of the works required.

The means test or other financial assessment will apply to the person for whom the intervention is being applied for, and any spouse/partner.

Appendix 5

Documentation required to demonstrate a legal interest in the property and intention to remain in the property.¹²

a) **Owner-Occupiers**

An owner's certificate which certifies that the applicant has or proposes to acquire an owner's interest in the dwelling, and that the applicant intends that the person requiring financial assistance will live in the dwelling as their only or main residence throughout the relevant grant/loan condition period, or for such shorter period as his/her health and other relevant circumstances permit. The Council retains the discretion to demand repayment of the grant or loan if this condition is breached.

b) **Tenants**

A tenant's certificate which certifies that the person requiring financial assistance is a tenant, and that they intend that the occupant for whom the assistance is being sought will live in the dwelling as their only or main residence throughout the relevant grant/loan condition period, or for such shorter period as his/her health and other relevant circumstances permit.

The Council retains the discretion to demand repayment of the grant or loan if this condition is breached. It will be at the Council's discretion whether an application should also be accompanied by an owner's certificate from the landlord.

c) **Occupiers (in relation to houseboats and park homes)**

An occupier's certificate that states the applicant intends that the occupant for whom assistance is being sought will live in the qualifying houseboat or park home as their only or main residence throughout the relevant grant/loan condition period or for such shorter period as his/her health and other relevant circumstances permit. The Council retains the discretion to demand repayment of the financial assistance if this condition is breached. A consent certificate must also accompany an occupier's application, from each person with an interest in the land or mooring, or in the park home site or boatyard itself.

If none of the above certificates are appropriate to the applicant's situation then signed documentation shall be provided by either the owner or the occupier to

¹² See sections 21-22A of the Housing Grants, Construction & Regeneration Act 1996 for more detail: <http://www.legislation.gov.uk/ukpga/1996/53>

confirm the intention for future occupation of the property by the person for whom financial assistance is being sought.

d) Availability for letting

In a case where a certificate of intended letting accompanies the application:

- It is a condition of any financial assistance under this Policy that, throughout the relevant grant/loan condition period the dwelling will be let or available for letting to the applicant as a residence. Being available as a holiday letting will not satisfy compliance with this requirement.
- It is also a condition of the financial assistance that the Council, may, by written notice require the owner to provide, within 21 days of that notice, a statement showing how the property is occupied and by whom.

Appendix 6

Glossary

Term	Definition
Assistance	Any form of financial assistance approved under this Policy
Better Care Fund	<p>The <u>Better Care Fund (BCF)</u> is a programme spanning both the NHS and local government which seeks to join-up health and care services, so that people can manage their own health and wellbeing, and live independently in their communities for as long as possible.</p> <p>The BCF has been created to improve the lives of some of the most vulnerable people in our society, placing them at the centre of their care and support, and providing them integrated health and social care services, resulting in an improved experience and better quality of life.</p>
Category 1 Hazards	Hazards in the home as assessed as 'serious' through the <u>Housing Health & Safety Rating System</u> .
Children	<p>For mandatory DFG applications the relevant person is a child if;</p> <ul style="list-style-type: none"> • under the age of 16 • a person who is 16 or over but not yet 20 and is still in full-time non-advanced education (A level and below) and not getting Income Support, income-based Job Seekers' Allowance, income-related Employment and Support Allowance or Universal Credit.
Condition	Any condition attached to financial assistance approved under this Policy. Details of conditions are available on request.
Council	Any reference to council means the local housing authority operating in the area in which the person on behalf of whom an application is made resides, or an authorised representative of that housing authority. I.e Cambridge City Council; East Cambridgeshire District Council; Fenland District Council; Huntingdonshire District Council; or South Cambridgeshire District Council. An authorised representative could include, for example: the Home Improvement Agency commissioned by that authority, an Occupational Therapist, a Trusted Assessor, etc.

Disabled person	<p>For the purposes of this policy, a person is disabled if:</p> <ul style="list-style-type: none"> • their sight, hearing or speech is substantially impaired; • they have a mental disorder or impairment of any kind; or • they are physically substantially disabled by illness, injury, impairment present since birth, or otherwise. <p><i>(s100 Housing Grants, Construction and Regeneration Act 1996)</i></p>
Discretionary assistance	<p>Grants and/or loans which the council may make available to applicants, subject to having a policy in place, and to having sufficient funding available to offer that assistance. The extent to which discretionary assistance may be available to an applicant may also be subject to how the council concerned interprets and/or implements financial regulations – eg use of capital grant funding for revenue purposes.</p>
Disposal of a property	<p>Any reference to ‘disposal’ of a property means:</p> <ul style="list-style-type: none"> • A conveyance of the freehold • An assignment of the lease – where the lease was used to qualify for the assistance: eg a long lease that was treated as effective ownership • The grant of a lease, other than a mortgage term, for a term of more than 21 years otherwise at a rack rent • In the case of a mobile home or a houseboat, the sale, pledge or assignment of the mobile home or houseboat.
Home Improvement Agency	<p>An agency commissioned by the council to support people to remain independent at home. The role of the local agency is outlined in section 1.4 of this Policy.</p>
Household	<p>The person or persons who occupy a dwelling as their only or main residence.</p>
Housing Health and Safety Rating System (HHSRS)	<p><u>National system for assessing risks in residential properties.</u> Replaced the old housing fitness standard.</p>
Mandatory assistance	<p>Disabled Facilities Grants are ‘mandatory’ in that local authorities are legally required to provide them to applicants who meet national eligibility requirements.</p>
Maximum grant amount for DFGs	<p>The maximum amount the government says that a council can pay as a mandatory Disabled Facilities Grant. At the time of writing this policy the maximum was set at £30,000, but the government has indicated that this is likely to change in future.</p>

Means test/Test of resources	As part of an application for some forms of assistance under this policy, a test of resources must be carried out in order to assess the amount, if any, that the applicant must contribute to cost of the works. If the applicant is not in receipt of a passporting benefit they will have to provide details of income and capital. More information is available in Appendix 3 to this Policy
Owner's interest	Where an application for a DFG (or other works to the home) has been made by an owner-occupier the applicant must provide proof of ownership. Under the 1996 legislation : An owner's certificate' certifies that the applicant has, or proposes to acquire, an owner's interest (as defined in section 21(2)) in the dwelling, and that he intends that the disabled occupant will live in the dwelling as his only or main residence'. For more information see Appendix 5 to this Policy
Regulatory Reform Order Repair & Renewal policies	Councils have powers to provide financial assistance to individuals to help them improve living conditions. In order to be able to use those powers they need to have a published policy detailing how they will use those powers.

Public
Key Decision - Yes

HUNTINGDONSHIRE DISTRICT COUNCIL

Title/Subject Matter:	Cambridgeshire Home Improvement Agency – Performance Report 2017/18 and Extension of Shared Service Agreement
Meeting/Date:	Cabinet – 21st March 2019
Executive Portfolio:	Councillor Ryan Fuller – Executive Councillor for Housing, Planning and Economic Development
Report by:	Andy Moffat, Head of Development
Ward(s) affected:	All

Executive Summary:

This report provides an update on the performance of the Cambridgeshire Home Improvement Agency (CHIA) and provides details of the proposed extension to the shared service agreement for the service.

The shared service operates across Huntingdonshire, South Cambridgeshire and Cambridge City, and the agreement between these 3 Councils has been operating since 2012. It has overseen the provision of more than 2000 Disabled Facilities Grants (DFGs) for residents in Huntingdonshire during that time.

The CHIA Manager has recently implemented a performance improvement plan which has transformed the service and reduced the time taken to complete a DFG improving the service provided to customers.

The shared service agreement remains extensively unchanged but will be updated to take account of General Data Protection Regulation and ICT support now being provided by 3C ICT. It is recommended that the agreement should be extended for a further 3 years.

Recommendation:

That Cabinet agrees that the shared service agreement is extended for a further 3 years with authority delegated to the Head of Development in consultation with the portfolio holder for Housing, Planning and Economic Development to finalise the agreement.

1. PURPOSE OF THE REPORT

- 1.1 The purpose of this report is to provide an update on the performance of Cambridgeshire Home Improvement Agency (CHIA) and to seek authorisation to extend the shared service agreement with CHIA for a further 3 years.

2. WHY IS THIS REPORT NECESSARY/BACKGROUND

- 2.1 The shared service agreement has been operating since 2012 and each year Overview and Scrutiny Panel has been provided with an update on the performance of CHIA to ensure that it is operating effectively and providing a valuable service to residents in Huntingdonshire.
- 2.2 The current shared service agreement is due to expire on 31st March 2019 and Officers are seeking a mandate from Cabinet to extend the agreement.

3. OPTIONS CONSIDERED/ANALYSIS

- 3.1 HDC could choose not to renew the shared service agreement with the CHIA, but HDC will still have a duty to provide DFGs. If the contract is not extended, the number of DFG applications might decrease as residents have to submit applications, appoint contractors and oversee works themselves. It is more likely however that a third party will fill the void potentially charging higher fees than the CHIA and therefore further increasing the pressure on the Council's DFG budget.
- 3.2 Other options include returning the service in-house, which would not have the same economies of scale or resilience as the shared service, or extending the agreement for a different period of time.
- 3.3 For the last 2 years, the Government has made additional capital grant funding available for authorities who can confirm they can spend it in that same financial year. The shared service has enabled Huntingdonshire, South Cambridgeshire and Cambridge City Councils to each receive their allocations and by agreement then use them to fund DFGs where there is the greatest need.

4. PERFORMANCE OF CAMBRIDGESHIRE HOME IMPROVEMENT AGENCY

- 4.1 During the last full year (2017/18), CHIA assisted 9308 residents living in Huntingdonshire, South Cambridgeshire and Cambridge to enable them to stay in their homes. They oversaw the completion of 396 grant funded jobs and 7 non-grant funded jobs. They received 498 referrals from Occupational Therapists and supported residents to apply for 433 DFGs.
- 4.2 The performance of CHIA has improved since Autumn 2017 when a new manager was appointed and an improvement plan was introduced. The time taken to complete a Disabled Facilities Grant (DFG) has reduced considerably meaning that people are now receiving the support they need much sooner. The average time taken between the date of referral to practical completion for jobs less than £10K and more than £10K have reduced from over 40 weeks and 57 weeks respectively in Q4 of 2017/18 to 18 weeks and 36 weeks respectively in Q3 of 2018/19. A Lean review, new contracts and new pathway trials are all helping further improve the efficiency of the service.
- 4.3 The top 3 types of works in terms of numbers completed are level access showers, access works (door openers/ramps) and stairlifts.

- 4.4 The CHIA's customer base is wide ranging. DFGs help meet the needs of older people, physically disabled adults, those with learning disabilities, physically disabled children and ex service personnel.
- 4.5 The CHIA also referred customers to other services to receive support and assistance including the saferhomes handyperson service, fire safety checks, housing needs teams, welfare benefits advice, occupational therapists and adult care services.

5. SHARED SERVICE AGREEMENT

- 5.1 The existing shared service agreement has been in place for 3 years and is due to expire on 31st March 2019.
- 5.2 The CHIA is resilient and is operating with a small rolling revenue surplus despite the removal of revenue funding from Cambs County Council and the Clinical Commissioning Group.
- 5.3 The Head of Development is Huntingdonshire District Council's representative on the CHIA Board. The draft agreement remains extensively unchanged but has been updated to take account of General Data Protection Regulation and ICT support now being provided by 3C ICT.

6. COMMENTS OF OVERVIEW & SCRUTINY

- 6.1 The Overview and Scrutiny Panel (Customer and Partnerships) considered the report at their meeting on 7th March 2019. Members endorsed their support for extension of the shared service agreement of the Cambridgeshire Home Improvement Agency and were pleased to note the continued improvements in performance and significant reduction in time taken in the completion of a Disabled Facilities Grant.

7. KEY IMPACTS / RISKS

- 7.1 The CHIA is now performing well and is a valued service by customers. The percentage of customers who state that they are satisfied with the service provided is consistently in the 90%s. In Q1 and Q2 of 2018/19 91% of the 46 who responded (a 46% response rate) stated that they were satisfied with the service provided.
- 7.2 As stated above, if the agreement is not extended and the service is not provided, the number of DFGs applications might decrease and fewer residents would be supported to continue to live safely in their homes, or more likely a third party will fill the void potentially charging higher fees than the HIA and therefore further increasing the pressure on the Council's DFG budget.

8. WHAT ACTIONS WILL BE TAKEN/TIMETABLE FOR IMPLEMENTATION

- 8.1 Cabinet is requested to delegate authority to the Head of Development to finalise the extension of the shared service agreement by 31st March 2019.

9. LINK TO THE CORPORATE PLAN, STRATEGIC PRIORITIES AND / OR CORPORATE OBJECTIVES

- 9.1 The Huntingdonshire Corporate Plan 2018-2022 includes a vision to 'support people to improve their health and wellbeing'. There is a performance indicator linked to this vision which is to monitor 'the average time between dates of

referral for Disabled Facilities Grants to practical completion for minor jobs up to £10k'. One of the five themes in the Annual Governance Statement is Morbidity/Growing numbers of years of ill health – impacting on people's ability to be self-reliant and generating additional cost through support needs.

10. CONSULTATION

10.1 Consultation with CHIA Board has been ongoing.

11. LEGAL IMPLICATIONS

11.1 3C Legal has confirmed that agreement is comprehensive with regard to risk and indemnities and the 3C Information Governance Team has also amended the document with regard to last year's changes to the General Data Protection Regulations.

12. RESOURCE IMPLICATIONS

12.1 The CHIA is funded by fee income – it charges 15% fees on all works completed – and a small revenue contribution by top-slicing the 3 Councils Better Care Fund allocations. No revenue funding is provided by HDC. The 15% fees is lower than in East Cambs (20%) and Fenland (27%) meaning the DFG budget can go further, and in Huntingdonshire it means the Council's capital contribution is less than would be the case if fees were higher. As set out above, if the agreement is not extended and the service is not provided, the number of DFGs applications and therefore grants might decrease, or more likely a third party will fill the void potentially charging higher fees than the HIA and therefore further increasing the pressure on the Council's DFG budget.

13. HEALTH IMPLICATIONS

12.1 The support provided by CHIA to residents enables them to remain living safely in their homes. Adaptations can reduce hospital admissions and delay moves into residential care.

14. REASONS FOR THE RECOMMENDED DECISIONS

14.1 The CHIA is operating effectively and is supporting hundreds of people every year to receive the adaptations they require in a cost effective way. It is recommended that Head of Development in consultation with the portfolio holder for Housing, Planning and Economic Development is delegated authority to extend the shared service agreement for a further 3 years. A 3 year period is considered appropriate as it provides a degree of certainty for the service whilst enabling the position to be reviewed in 3 years' times if circumstances change. The Agreement also enables any party to terminate the Agreement by giving notice – 6 months' notice if such notice is given between 1st April and 30th September, or terminating at the end of the next financial year if such notice is given between 1st October and 31st March.

15. LIST OF APPENDICES INCLUDED

Appendix 1 – Draft shared service agreement

CONTACT OFFICER

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THIS SHARED SERVICE AGREEMENT is dated 1st April 2019

BETWEEN

- (1) **CAMBRIDGE CITY COUNCIL** of the Guildhall, Market Square, Cambridge CB2 3QJ ("**City Council**")
- (2) **HUNTINGDONSHIRE DISTRICT COUNCIL** of Pathfinder House, St Mary's Street Huntingdon, Cambridgeshire PE29 3TN ("**Huntingdonshire**")
- (3) **SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL** of South Cambridgeshire Hall, Cambourne Business park, Cambourne, Cambridgeshire CB23 6EA ("**South Cambridgeshire**")

together the "Parties" and each of them a "Party".

BACKGROUND

- (A) The Parties entered into an agreement dated 1st April 2012 ("**2012 Agreement**") to establish and operate a Home Improvement Agency as a shared service between them (described in the 2012 Agreement as the "Agency") ("**Cambs HIA Shared Service**");
- (B) Having successfully established and operated the Cambs HIA Shared Service pursuant to the 2012 Agreement, the Parties now wish to renew their agreement on the same or substantially similar terms to the 2012 Agreement, but with such amendments to detail or structure as experience over the intervening period suggests would be sensible.
- (C) Accordingly, the following agreement will govern the Cambs HIA Shared Service from the dates specified therein.

AGREED TERMS

1. Definitions and Interpretation

" Agreement "	means this Agreement, including the Schedules;
" Business Plan "	means the document setting out the strategic direction of Cambs HIA as developed or from time to time revised at the direction and with the approval of the Management Board;
" Cambs HIA "	means the shared service set out herein and as more particularly described in Schedule 2 (Objectives and Core Services);
" Cambs HIA Accountant "	means the officer of the Lead Authority who as part of his or her duties at any time (as determined by the Lead Authority) is charged with acting as the accountant for Cambs HIA;
" Cambs HIA Budget "	means the funding provided to the

	Cambs HIA for its operational purposes from the Parties and from such other authorities, bodies or agencies (including Cambridgeshire County Council pursuant to their statutory or other public interest obligations and objectives from time to time;
"Cambs HIA Manager"	means the manager of the Cambs HIA as appointed and employed from time to time by the Lead Authority;
"Cambs HIA Team"	means the staff employed by the Lead Party to work in Cambs HIA, but excluding any people seconded to Cambs HIA;
"Claims"	means all demands, claims and liabilities (whether criminal or civil, in contract, tort or otherwise) for losses, damages, legal costs and other expenses of any nature whatsoever and all costs and expenses (including legal costs) incurred in connection therewith;
"Commencement Date"	means the Commencement Date of the 2012 Agreement (as the same is defined therein);
"Financial Year"	means a year beginning on 1 st April and ending on the following 31 st March;
"Force Majeure Event"	means the occurrence during the term of: (i) war, civil war, armed conflict or terrorism; or (ii) nuclear, radioactive, chemical or biological explosion or contamination unless the source or cause of the explosion or contamination is the Party concerned; or (iii) fire, explosion, storm, riot and civil commotion, tempest, flood, volcanic eruption or earthquake; or (iv) pressure waves caused by devices travelling at sonic or supersonic speeds which directly causes the Party concerned to be unable to comply with all or a material part of its obligations under this Agreement;
"Intellectual Property"	means any and all intellectual property

	rights of any nature anywhere in the world whether registered , registerable or otherwise, including patents, utility models, trademarks, registered designs, registered domain names, applications for any of the same, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights that subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers or clients, marketing methods and procedures and advertising literature, including the "look and feel" of any websites;
"Lead Party"	means the City Council or such other Party as the Parties may from time to time agree during the term of this Agreement;
"Management Board"	means the Management Board constituted by the Parties pursuant to clause 4.1;
"New Intellectual Property"	means Intellectual Property created after the Commencement Date and/or the Renewal Date which is wholly or substantially connected with Cambs HIA;
"New Party"	means a Party admitted to this Agreement after the Renewal Date;
"Original Intellectual Property"	means Intellectual Property owned or licensed to a Party at the Relevant Date which is necessary or desirable for the effective or efficient operation of Cambs HIA;
"Party Council"	means a Party to this Agreement;
"Relevant Date"	means the Commencement Date or the Renewal Date or the date, if later, on which a New Party enters into this Agreement;
"Renewal Date"	means the date of this Agreement;

"Service"	means the Cambs HIA or the service it provides (as the context so admits);
"Working Day"	means any day other than a Saturday, Sunday or public holiday in England and Wales.

2. Commencement and Term

This Agreement shall be deemed to have commenced on the Renewal Date and shall continue:

- (a) as between the City Council, South Cambridgeshire and Huntingdonshire until 31st March 2022, unless terminated in accordance with the further provisions of this Agreement

3. Basis of Agreement

- 3.1 The Parties agree to continue to collaborate and work together in the management, operation and further development of Cambs HIA and in accordance with the principles set out in **Schedule 1** (Principles of Collaboration), the requirements set out in **Schedule 3** (Service Requirements) and the further terms of this Agreement.
- 3.2 This Agreement shall govern the arrangements between the Parties in relation to the Cambs HIA as from the Renewal Date, but without prejudice to such rights and liabilities as at the Renewal Date have accrued to each under the 2012 Agreement.

4. Roles, Governance and Review

- 4.1 Cambs HIA shall continue to be overseen by a Management Board, the composition, terms of reference and responsibilities of which shall be those set out in **Schedule 4** (Management Board).
- 4.2 The Lead Party shall be responsible for managing the Cambs HIA Budget and accounting for income and expenditure in accordance with the provisions of **Schedule 5** (Financial Management).
- 4.3 The Lead Party shall, in accordance with its recruitment policy, appoint the Cambs HIA Manager, whose role and responsibilities shall be those set out in **Part 1** (Key Personnel) of **Schedule 6** (Resources).
- 4.4 The Lead Party shall appoint the Cambs HIA Accountant, whose role and responsibilities shall be those set out in **Part 1** (Key Personnel) of **Schedule 6** (Resources).
- 4.5 The Parties shall, through the Management Board, make and maintain suitable arrangements to regularly monitor and review the objectives and performance of the Cambs HIA, including the resources allocated to it. Where such review results in any agreed changes to this Agreement, or to any of its Schedules, such changes shall be recorded in accordance with the variation provisions of this Agreement.

5. Resources

- 5.1 The Parties shall each respectively contribute the accommodation, information and communications technology and/or staffing resources specified in **Schedule 6** (Resources) together with, in so far as reasonably practicable, such other resources, assistance and in-kind support (including staff time of those of their respective staff who are not Cambs HIA Team members) to Cambs HIA as shall be reasonably requested from time to time by the Management Board.
- 5.2 In accordance with the Principals of Collaboration, the Parties shall co-operate with and support each other and the Management Board in keeping the operational resource and accommodation needs of the Cambs HIA under review with a view to providing such resource and accommodation as shall be reasonably consistent with Cambs HIA's operational requirements.

6. Risks

- 6.1 In addition and without prejudice to the respective responsibilities of the Management Board and any Key Personnel, the Parties shall each have a continuing responsibility to identify risks arising in connection with the operation of, or the discharge of responsibilities under, this Agreement or in relation to Cambs HIA's operations or responsibilities, whether specific to themselves as a Party or to Cambs HIA, or both, and shall promptly notify the other Parties and/or the Management Board (as appropriate) of any risks so identified.
- 6.2 The Parties shall develop and keep under review, through the Management Board, appropriate strategies and protocols for the management and, in so far as practicable, mitigation of such risks, including any identified by the Management Board or Cambs HIA in the course of operations.

7. Intellectual Property

- 7.1 Each Party grants or shall procure the grant to the others of an irrevocable, non-exclusive, royalty-free, worldwide, freely assignable, perpetual licence of any Original Intellectual Property owned or licensed by that Party, provided that:
- (a) ownership of Original Intellectual Property shall not be affected by this Agreement, so that in relation to any Background Intellectual Property existing at the Relevant Date, ownership of it shall remain with the Party which owned it at that date; and
 - (b) in relation to any Original Intellectual Property licensed by a Party from a third party ("third party licence"), the obligation to grant or procure the grant of a licence pursuant to this clause 7.1 shall be subject to the terms of and any limitations imposed by such third party licence;
 - (c) each Party warrants to the other Parties that anything held out as its Original Intellectual Property and licenced to the other Parties pursuant to this clause 7 will not infringe the intellectual property rights of any third party.
- 7.2 All New Intellectual Property shall be owned by the Parties jointly and each Party undertakes that it will, at its own cost, at any time execute such further documents and do such acts as may be necessary for securing, confirming and vesting right, title and interest in such New Intellectual Property in the other Parties.

8. Indemnities

- 8.1 Each Party shall, in equal shares, indemnify and keep indemnified the Lead Party against all liabilities, costs and expenses (including legal costs and expenses) incurred in relation to any contract, activities or commitments undertaken by the Lead Authority relating to the Cambs HIA, where the lead Party has been duly authorised to act on behalf of the other Parties and acts in accordance with that authority and/or the arrangements set out in **Schedule 5** (Financial Management).
- 8.2 Each Party ("**Indemnifying Party**") shall indemnify and keep indemnified the other Parties ("**Indemnified Parties**") fully against all third party Claims that may be brought against or incurred by one or more of the Indemnified Parties:
- (a) arising out of any act or omission pursuant to or **in** breach of this Agreement by the Indemnifying Party; and/or
 - (b) as a result of or in connection with any breach of the warranty in clause 7.1(c) (Intellectual Property).
- 8.3 The Lead Party shall be indemnified and shall be kept indemnified by the other Parties against any Claim that may be brought by or incurred in respect of any person in relation to his or her employment by one of the other Parties, including any failure to comply with duties under the Transfer of Undertakings (Protection of Employment) Regulations 2006 to inform and consult representatives.

9. Termination

- 9.1 Any Party ("**Terminating Party**") may terminate its participation in this Agreement (and therefore in the Cambs HIA) upon the giving of not less than six (6) months' notice in writing to the Management Board, such notice not to expire before the last day of the Financial Year in which it is given or, where less than six (6) months remains between the giving of such notice and the last day of the then current Financial Year, the last day of the next following Financial Year.
- 9.2 Subject to the provisions of clause 12 (Force Majeure), this Agreement may be terminated in respect of a Party ("**Terminated Party**") on notice by the other Parties ("**Remaining Parties**") where the Terminated Party is in material breach of any of its obligations under this Agreement and:
- (a) the breach is incapable of remedy; or
 - (b) the breach is capable of remedy, but the Terminated Party has failed to remedy the same within sixty (60) days after receipt of a notice from or on behalf of the Remaining Parties giving full particulars of the breach and the steps required to remedy it.
- 9.3 For the purposes of clause 9.2:
- (a) a breach shall be considered capable of remedy if the Party in breach can comply with the obligation in question in all respects other than as to the time of performance, provided that time of performance in respect of that obligation is not of the essence; and
 - (b) without limitation as to any other breach of obligation which may amount to a material breach, where a Party is reasonably considered by the other Parties to be materially failing to comply with the Principles of Collaboration, such failure shall be considered to be a material breach of its obligations under this Agreement;

- (c) for the avoidance of doubt, where there are two or more Remaining Parties, the Agreement shall remain in force as between them and the termination will amount to a partial termination.

9.4 The Parties, acting through the Management Board or otherwise, may at any time mutually agree to terminate this Agreement (and therefore the Cambs HIA), on such notice as they may agree in writing, which notice shall be at least sufficient to meet the requirements of clause 10.1.

10. Consequences of Termination

10.1 Upon full termination of the Agreement, the Parties shall take such steps as may be necessary in order to wind up the Cambs HIA and its operations in a fair, timely and orderly manner.

10.2 Upon partial termination of the Agreement, to the extent that such termination results in the Cambs HIA or another Party or Parties incurring additional costs that it or they would not have incurred but for the partial termination, the Terminating Party or Terminated Party (as the case may be) shall be liable for and shall pay such additional costs upon written demand accompanied by a full and complete breakdown of all the additional costs claimed together with reasonable supporting evidence.

11. Information

The Parties shall procure that Cambs HIA shall comply with their and its respective obligations and follow the protocols in relation to the sharing and processing of information pursuant to or in connection with this Agreement and the operations of the Cambs HIA, as such obligations and protocols are more particularly set out in **Part 1** and **Part 2 of Schedule 7** (Information).

12. Force Majeure

12.1 No Party shall be considered in breach of its obligations under this Agreement, or be responsible for any delay in the performance of such obligations, if such performance is prevented or delayed wholly or in material part as a direct or indirect consequence of a Force Majeure Event.

12.2 If the performance any Party's obligations under this Agreement is, in the reasonable opinion of that Party, delayed or affected by a Force Majeure Event, then that Party shall promptly notify the other Parties in writing, giving details of the Force Majeure Event and, in so far as it can be reasonably ascertained, the anticipated length of delay.

13. Notices

13.1 All and any notices which are required to be given under this Agreement shall be in writing sent to the address of the relevant Party or Parties ("Receiving Party") given in this Agreement or to such other address as the Receiving Party may from time to time designate by notice given in accordance with this clause 13.

13.2 Notice may be delivered personally or by first class pre-paid letter post or by facsimile transmission and shall be deemed to have been served:

- (a) if by personal delivery, at the time of delivery;

- (b) if by first class, pre-paid letter post, five (5) days after posting; or
- (c) if by facsimile transmission, at the time of despatch as indicated on the facsimile confirmation receipt.

14.3 For the avoidance of doubt, notice given under the Agreement shall not be validly served if sent by e-mail.

14. Status of the Parties

14.1 The Parties acknowledge and agree that Cambs HIA is merely a name by which to identify and promote a particular shared service between them and that Cambs HIA neither has nor shall imply a legal personality separate from those of the individual Parties acting in collaboration pursuant to their respective obligations in law and under this Agreement.

14.2 Save as is otherwise expressly stated and provided for in this Agreement, nothing in this Agreement shall:

- (a) be construed as establishing or implying a merger of institutions, the establishment of a corporation, a partnership or any other form of entity whatsoever having a legal personality;
- (b) be deemed to appoint or render a Party the agent of any other Party or Parties;
- (c) entitle any Party, or to represent itself as having power or authority, to:
 - (i) incur any expenses on behalf of any other Party or Parties;
 - (ii) enter into any engagement or make any representation or warranty on behalf another Party or Parties;
 - (iii) to pledge the credit of, or otherwise bind or oblige, any other Party or Parties; or
 - (iv) undertake any liability or obligation on behalf of, or commit, any other Party or Parties in any way whatsoever without in each case, obtaining the prior written consent of the relevant Party or Parties.

15. Assignment

This Agreement is personal to the Parties and shall not be assigned or transferred, nor the performance of any obligation under it subcontracted, by any Party without the prior written consent of all the other Parties.

16. Costs

Except as otherwise specifically provided in this Agreement or as otherwise may be agreed in writing by the Parties from time to time, any and all costs incurred by any Party in relation to this Agreement and its subject matter shall be borne by that Party alone.

17. Third Parties

Without prejudice to any other right or remedy which may otherwise be available to a third party in respect of this Agreement, a person who is not a Party shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

18. Whole Agreement

- 18.1 This Agreement supersedes all prior representations, arrangements, understandings and agreement between the Parties (whether written or oral) relating to its subject matter and sets forth the entire, complete and exclusive agreement and understanding between the Parties relating to its subject matter.
- 18.2 Each party warrants to each of the other Parties that it has not relied on any representation, arrangement, understanding or agreement, whether written or oral, not expressly set out or referred to in this Agreement.

19. Variation

- 19.1 Any proposed variation to the terms of this Agreement shall be presented in writing to the Management Board for consideration.
- 19.2 No variation to this Agreement shall have effect unless and until agreed in writing signed by or on behalf of each of the Parties. Such consent may be signified by a signed minute of the relevant Management Board meeting at which the relevant variation was agreed.

20. Dispute Resolution

- 20.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement. In the event of any dispute arising between them, whether as to the construction or application of this Agreement or as to any issue arising under or in connection with it, the Parties shall take all reasonable steps to reach an amicable and timely solution through dialogue and negotiation between their respective representatives on the Management Board.
- 20.2 In the event that the Management Board is unable to reach agreement within sixty (60) days (or such other period as the Management Board may unanimously agree, in the circumstances of the particular case) of the dispute first being notified of the dispute, the Management Board may agree to:
- (a) escalate resolution to the respective Chief Executives of each of the Parties, or such other senior officers of the Parties as the respective Chief Executives may nominate; or
 - (b) refer the matter to external mediation, the costs of which shall be borne by the Parties in equal shares. Alternatively, such a reference may be made in the event that escalation pursuant to clause 20.2(b) fails to achieve resolution within sixty (60) days of the matter first being notified to the respective Chief Executives or their respective nominees.
- 20.3 In respect of any reference to mediation pursuant to clause 20.2(b):
- (a) the performance of the Agreement shall not be suspended, cease or be delayed by any reference of a dispute to mediation;
 - (b) if the Parties cannot agree on the choice of mediator within fourteen (14) days of the decision to refer, they shall apply for such mediator to be appointed by the Centre for Effective Dispute Resolution ("CEDR");

- (c) if considered appropriate, the Parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure for the conduct of any mediation.
 - (d) if mediation produces agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives; and
 - (e) if the Parties fail to reach agreement through mediation within sixty (60) days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts or, by agreement between the Parties, to binding arbitration.
- 20.4 No legal or arbitration proceedings shall be instituted by any Party until the procedures in clauses 20.1 and (where instituted) clause 20.2 have been completed, but nothing in this clause 20 shall prevent the Parties from seeking from any court of the competent jurisdiction an interim order restraining another Party from doing any act or compelling another Party to do any act where it apprehends reasonably and in good faith that such an interim order shall be necessary to avoid material damage to its reputation or business, or to avoid breach of its legal obligations, or to preserve any rights of action it may have.

21. Governing Law

- 21.1 This Agreement is made and shall be governed by and construed in accordance with English law and the Parties hereby irrevocably submit to the jurisdiction of the English courts.
- 21.2 If any conflict should arise between the provisions of this Agreement and the law as it relates from time to time to local government in England, the provisions of the latter shall prevail.

22. Publicity

All and any press or other public announcements concerning this Agreement or the Cambs HIA shall be made only by the person or persons authorised from time to time to make such announcements by the Management Board and shall be made subject to and in accordance with the Parties' relevant policies and procedures.

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement as a Deed in a manner legally binding upon them the day and date first above written.

SCHEDULE 1
PRINCIPLES OF COLLABORATION

1. The Parties shall endeavour in good faith to:
 - (a) work together in the development and operation of Cambs HIA to meet their agreed aims in relation to its field of operations; and
 - (b) co-operate fully with each other and act at all times in such a way as to safeguard and further the common interests of the Parties;
2. Co-operation between the Parties shall include:
 - (a) maintaining and updating the Cambs HIA operations protocol;
 - (b) where and as appropriate, harmonising their respective administrative and other policies, procedures and structures as local authorities as the same pertain to the Cambs HIA's field of operations;
 - (c) developing and sharing resources and/or other common facilities as are necessary or appropriate to the collaboration;
 - (e) engaging in such further substantive or incidental activities as may be agreed between them from time as further facilitate or are conducive to the discharge of their collective responsibilities in relation to Cambs HIA in particular;
 - (f) such further co-operation as shall be consistent and compliant with their respective statutory and regulatory obligations as public authorities.

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SCHEDULE 2

OBJECTIVES AND CORE SERVICES

1. General

Cambs HIA is the Home Improvement Agency established by the Parties to operate across each of their respective geographical areas. Its purpose is to support disabled and vulnerable people of all ages to improve their living conditions by enabling them to remain living independently and safely in their home. The Services of Cambs HIA are provided subject to the eligibility criteria set by the individual Parties and to the level of funding each allocates from capital grants. Applications for Services may be made directly to the Cambs HIA or to the respective Parties (according to the authority area in which the applicant resides).

The strategy, scope of operation and priorities of Cambs HIA will be set out in the Business Plan as approved and amended from time to time by the Management Board on behalf of the Parties, and embraces the following core principles:

- Services will be provided in line with the relevant party's housing policies and the legislative framework as appropriate;
- Services will be made available to older people and disabled people regardless of their income. Applicants who are ineligible for grant-funded work, but who fund relevant work themselves, may be provided with technical advice and support falling within Cambs HIA's remit in return for a fee;
- In the provision of Services, including any delegated or contracted to a third party, Cambs HIA will:
 - o take account of expert guidance and recommendations, good practice, regulatory, technical and other reasonable requirements;
 - o adopt an approach that in so far as possible enables Service customers to retain choice on the solution that best fits their housing need;
 - o treat all Service applicants and customers with courtesy and respect;
 - o act only with the authority of the Service customer, or his or her legally appointed representative; and
 - o recognise the diverse needs (including cultural diversity) of Service customers.

2. Service Objectives

Cambs HIA's objectives are to:

- increase the number of vulnerable people who are living in their chosen environment independently, in safe, warm, secure homes that are in good repair and appropriately adapted to their particular needs;
- increase the number of vulnerable people living in private sector accommodation that reaches the Decent Homes Standard and is free from Category 1 hazards;

- help vulnerable people to make informed decisions about the most appropriate housing solution for their needs;
- improve the quality of homes in order to reduce fuel poverty, improve well-being, prevent ill-health and reduce accidents at home;
- help vulnerable people to access unclaimed benefits and maximise income;
- help people to be successfully discharged from hospital to their own home and to help prevent people entering more institutionalised forms of care;
- help to reduce the risk of crises and emergencies amongst vulnerable people living independently which might result in a requirement for more intensive service interventions;
- provide access to information and advice to help residents, within the area of benefit, make choices about their home environment to try to make it more suitable now and in the future. This includes information and referral to other services and support.
- to deliver Services that are timely, effective and represent good value for money;
- do such other things and at such times as the Management Board may set out in the Cambs HIA Business Plan

3. Promotion of Services and Wider Accountability

Cambs HIA will proactively publicise and otherwise promote the Service and its objectives by appropriate means, including:

- targeting promotion activity on geographical areas with high percentage of older people, people with disabilities and/or poor housing stock condition;
- displaying promotional material in suitable public locations, such as libraries, GP surgeries, sheltered housing schemes and day centres and on social media
- liaison with other relevant statutory service providers, such as NHS organisations including local GPs and social services agencies, as may vary from time to time
- liaison with voluntary, charitable, community sector or other relevant groups such as Age UK and Citizens' Advice Bureaux ("CABs"), Carers Trust and others as may be necessary from time to time;
- working in partnership with such other organisations including, where appropriate, entering into agreements or liaison arrangements with them with a view to achieving Cambs HIA's objectives.
- to ensure that Cambs HIA is at all times compliant with the requirements of the General Data protection Regulations in so far as obtaining permissions from customers to refer them for wider well being services.

4. Core Services

4.1 General Advice, Information and Co-ordination

(a) Cambs HIA will offer appropriate levels of advice, information and general co-ordination in respect of:

(i) Property specific issues, including

- repairs
- improvements
- major and minor adaptations
- general maintenance
- safety and security
- home insulation
- energy efficiency;

(ii) Income maximisation and sources of funding, including

- entitlement to welfare benefits
- availability of grants from statutory bodies and other agencies
- options to obtain regulated financial services including, releasing equity and accessing loans
- accessing charitable funding
- impact of certain options on benefit entitlement
- insurance claims
- savings;

(iii) referrals to a wide network of other relevant statutory voluntary, independent and third sector agencies, including advocacy services.

and act as case manager and point of contact with other service providers on the Service customer's behalf.

4.2 Assessing Housing Needs

When requested, to visit Service customers in their own homes and work with them together, where appropriate, with other agencies to assess their housing need and routes to obtain information about their housing options.

SCHEDULE 3
SERVICE REQUIREMENTS

A. GENERAL

1. Private work

Cambs HIA will provide Services to households who would benefit from them but are not eligible for grant funding, subject to this not being prejudicial to the Service provided to those who are dependent on grant funding and taking account of any policies or terms approved by the Management Board.

2. Quality Assurance

2.1 The Grant Validation Officer or Private Sector Housing Officer (PSHO) of the relevant Party will inform Cambs HIA of any material issues arising from quality checks s/he may perform on submitted applications for validation.

2.2 Cambs HIA shall respond to requests for missing information and/or clarification within *five* (5) Working Days, or such other period as may be reasonable in the circumstances

3. Equality and Diversity

Each Party is classified as an 'Achieving Council' in terms of the Equality Framework for Local Government. Accordingly, Cambs HIA shall ensure, by regular review, that the Services and access to them is appropriate and accessible in compliance with that Framework as well as with any further monitoring or accessibility requirements of the Parties (or any of them), or agreed with funding providers and/or Cambridgeshire County Council.

4. Comments and Complaints

4.1 Cambs HIA shall adopt the lead party's written comments and complaints procedure and make this available to CHIA Team members and Service customers in a format which takes into account any disabilities or communication difficulties any CHIA Team member or Service customer may have.

4.2 Cambs HIA shall advise the Management Board and the Parties of any service complaints that are not resolved to the complainant's satisfaction under the complaints procedure and have regard to the relevant Partner's views when deciding the most appropriate course of action to take.

4.3 Complaints relating to the policies of the relevant Party, including as to eligibility, level of work undertaken or availability of capital funding will be referred back to the relevant Partner to deal with where appropriate.

5. Electronic Document Management and Storage

Cambs HIA shall ensure that all documents relating to Service customer's in each Party's administrative area are recorded appropriately on the Electronic Document Management system (EDM) to identify the relevant local authority area of residence.

6. Publicity

- 6.1 Cambs HIA will consult with all Party's on the publication of related joint initiatives which might be of interest to Service customers.
- 6.2 Cambs HIA will maintain and develop the Cambs HIA website as a source of information about its Services and related services. The Parties will assist in the establishment and development of effective links with their own websites and other key website links.

7. Contractors

- 7.1 Cambs HIA will maintain and develop a comprehensive list of approved Contractors, in accordance with the [Public Sector Procurement Regulations 2015](#).
- 7.2 All contractors engaged on grant funded work will be required to comply with the conditions laid down for approved contractors, the Cambs HIA Contractors Code of Conduct and any other requirements as approved by the Management Board or Partner policy.

8. Grants/Assistance Policy and Processing

- 8.1 Disabled Facilities Grant referrals received directly from third parties, subject to the relevant procedural requirements, shall be processed in accordance with the respective Partner's Grants policy and the requirements of current legislation.
- 8.2 Repairs Assistance enquiries received from third parties (including for example GPs) or referred by the Partners (who will have carried out initial eligibility checks) shall be processed in accordance with the relevant Partner's Renewals Assistance Policy (as may be varied from time to time, subject to the necessary approval, to enable closer procedural alignment).
- 8.3 Cambs HIA shall forward valid applications for Disabled Facilities Grants or Repairs Assistance loans/grants to the relevant GVO or PSHO for approval consideration.

B. FINANCIAL ARRANGEMENTS

1. Normal fee payments to Cambs HIA

The maximum fee charged to Service customers by Cambs HIA in any Party's administrative area shall be determined by that Party.

2. Frequency and records of payments

- 2.1 Every Party will pay to the Cambs HIA Budget quarterly (by the middle of the following quarter) one quarter of the estimated annual fees due to Cambs HIA, subject to review after the second quarter, with final adjustment once the actual fees due for the Financial Year are calculated and agreed. Subject to the foregoing, the final adjustment shall be paid by end of the month following the receipt of invoice.
- 2.2 The GVO or PSHO of the relevant Party shall maintain and submit to the relevant Party's finance team and to the Cambs HIA Accountant, for each quarterly period a record of fees charged to Service Customers per job and the applicable percentage and amount. Fees shall only be charged for completed jobs (paid), unless otherwise agreed by the GVO or PSHO. The GVO or PSHO shall submit their final fees for the year by 5th April in each year to the HIA Accountant, The HIA Accountant shall provide the annual adjustment fee invoice to the relevant council's finance teams and GVO or PSHO by 30 April for the preceding Financial Year, detailing total fees due less the value of on account payments already paid by the Party.

2.3 Each Party shall pay Cambs HIA its annual adjustment invoice within thirty (30) days of receipt, provided there is no dispute outstanding.

3. Party indicative capital programmes

3.1 Each Party will provide an indicative capital budget to the Cambs HIA Accountant to assist in the budget setting process.

3.2 Party capital budgets for the forward financial years are yet to be settled, but for indicative purposes the budgets requested are shown below including the County Council grant via central government.

Party	DFG (including county grant)	Repairs Assistance	Year
City Council	TBC	TBC	2019/20
South Cambs	TBC	TBC	2019/20
Huntingdonshire	TBC	£0	2019/20

3.3 The DFG budget is inclusive of assumed County Council grant contribution via central government Department of Health and the Better Care Fund. Future arrangements are subject to negotiation and agreement. If the actual grant received is less than the above, the budget provision will be reviewed.

3.4 All reasonable efforts must be made to ensure that any material changes having the potential to impact on the capital programme during the year, not otherwise publicly notified, are reported to the Cambs HIA Accountant and to the Management Board as a matter of priority.

4. Service Customer Contributions

Cambs HIA shall notify Service customers that their contributions are to be paid direct to Party councils. This notification shall be in advance of grant approval or prior to the commencement of the relevant works (as the case may be) or during works where a variation has occurred.

5. Third Party Contributions

5.1 Upon written notification from the third party that they will make a contribution towards the grant Cambs HIA will progress the grant or loan to validation stage.

6. Feasibility Studies and Abortive works

6.1 Cambs HIA reserves the right to charge a fee up to the maximum for any work completed by the agency where work does not proceed to a grant. This should be proportionate to the time and resources deployed on the individual project.

6.2 Cambs HIA will seek agreement in advance, for each occasion, with the relevant GVO or PSHO for feasibility studies when funding is being sought for feasibility of proposed works by the engagement of third parties e.g. structural engineer's report.

6.3 Cambs HIA shall seek agreement, on each occasion, for any payment or for abortive works e.g. architectural design completed but grant does not go ahead where the payment sought is for the architectural design element alone.

7. Payments to contractors

7.1 Payments to Contractors will be made in accordance with the procedures, timescales, systems and statutory obligations of the relevant Party as notified by each of the Parties to Cambs HIA and as subsequently advised by Cambs HIA to the contractors and suppliers concerned.

7.3 Cambs HIA shall notify the relevant Party council or PSHO at its earliest opportunity and within twenty-four (24) days of the date of the invoice when an invoice is in dispute with the contractor. This is to enable this dispute to be recorded on the relevant Party council's payment system.

7.4 The final certificate of completion shall certify that the works have been verified or inspected and shall be accompanied by the designated form, signed by the Service customer.

C. INPUTS REQUIRED OF THE PARTY COUNCILS

1. Policy Advice

Each Party council will:

1.1 provide day to day policy advice and direction to the Cambs HIA Manager and Cambs HIA Team on the interpretation of the relevant council policies and legislation as required;

1.2 discuss with and advise the Cambs HIA Manager of any amendments to relevant council's grants policy or legislation that may affect Service customers;

1.3 discuss on a regular basis complex cases in order to progress them to an eventual outcome following a report to the relevant GVO or PSHO;

1.4 share information on regulatory compliance and good practice requirements.

2. Grant Approvals/Forecast of capital spend

2.1 Each Party council will approve grant and/or loan applications within a fourteen (14) working days target and send the customer a grant approval letter, allowing fourteen

days cooling off period prior to the relevant Party council notifying the successful contractor(s). A customer may waive this period if they so choose.

- 2.2 The relevant GVO or PSHO shall provide Cambs HIA on a monthly basis details of projected capital grant spend to the end of the financial year for forecasting and budget management purposes.

3. **Service Customer Contributions**

The relevant GVO or PSHO shall record service customer contributions against individual grant and loan payment records and notify Cambs HIA that payment has been received.

4. **Third Party Contributions**

The relevant GVO or PSHO will arrange the invoicing of the third party.

5. **Service customer surveys**

The relevant GVO\PSHO will issue, analyse and assist the CHIA Manager to prepare reports on Service customer satisfaction, or co-operate with any other such arrangement according to reporting procedures approved from time to time by the Management Board.

D. PROCESS WHERE SERVICE CUSTOMERS CHOOSE NOT TO USE CAMBS HIA

The Party councils are committed to informed customer choice. It is recognised that the occasions when the Service customer chooses not to use Cambs HIA are few in number. The principle at all times should be to encourage the Service customer to make an informed decision about their options.

E. PARTY SPECIFIC SERVICE REQUIREMENTS

1. **Grant Policy**

Each Party shall have the right to apply any policy in respect of Services delivered by Cambs HIA to residents in that Party's administrative area.

2. **Fees Policy**

The maximum fee charged to Service customers by Cambs HIA for the Services in any Party's administrative area shall be not greater than 15% of the net cost of the works, unless otherwise recommended by the Cambs HIA Board and agreed by the Party. The net cost shall be exclusive of VAT, but taking account of VAT liability for this service.

SCHEDULE 4 MANAGEMENT BOARD

The Management Board's role is to: oversee the activities of the HIA, and work with & support the manager in managing and developing the service. It does not replace the role of the manager's direct line manager. As a member of staff directly employed by the host authority, the HIA manager is a full member of the board.

Functions

The Management Board shall be responsible for, amongst other things:

- (a) approving the Business Plan and any changes to it from time to time;
- (b) overseeing Cambs HIA's strategic direction and development;
- (c) developing policies governing the scope and conduct of Cambs HIA operations;
- (d) approving any material changes to the scope of Cambs HIA's operations;
- (e) management and review of the Cambs HIA budget, subject to and as provided in the provisions of **Schedule 5** (Financial Management)
- (f) monitoring Cambs HIA activities and performance

The Management Board may delegate some or any of its responsibilities to the Cambs HIA Manager or any other working group as it sees fit to achieve Cambs HIA objectives. For major policy or inter-agency developments, any such working group shall consist of the authorised representatives of one or more Parties or any other bodies which the Management Board decides should be consulted.

Reporting

In addition to any other reporting activities or enquiries it may institute from time to time, The Management Board shall commission, receive and consider the following periodic reports in relation to the activities of Cambs HIA:

Annual Report

The Annual Report shall include the following:

- an overview of the previous year's activity and volumes of work;
- an income and expenditure statement, detailing separately the capital expenditure for each Party;
- a copy of revenue accounts relating to the service for the previous Financial Year;
- any proposals for future service development.

Quarterly Reports

Quarterly Reports shall be structured so as to allow comparison of information for each of the Parties' administrative areas and, in addition to any other matters as the Management Board may from time to time decide, shall include:

- An overview - A brief overview from the Cambs HIA Manager of the operation of the service;
- Performance - A report on performance against performance targets agreed by the Board.

- Formal complaints - Brief details of any complaints received and how these have been dealt with;
- Health & Safety - A report on any health and safety incidents arising in connection with the service during the quarter;
- Staffing - A summary of any staffing changes or issues arising during the quarter;
- Financial - A report on operational costs, fee income, revenue accounting etc.
- Service developments including working with partners or other agencies to achieve the organisations objectives

Membership

1. The membership of the Management Board shall consist of one senior representative from each of the Parties nominated by and at the sole discretion of the relevant Party. In the event that the nominated officer is unable to attend a meeting, he or she may appoint a substitute of suitable seniority to represent him or her at that meeting.
2. The Chairperson ("Chair") of the Management Board shall be decided by the members annually at the first meeting in each Financial Year.
3. Where the Chair is unavailable to chair a meeting, the remaining Party representatives shall agree one of their number to act as the Chair for that meeting.

Meetings

1. Subject to the provisions of this Schedule, the Management Board shall regulate its proceedings in such proper manner as it sees fit.
2. Meetings of the Management Board shall be convened by the HIA Manager on a quarterly basis or such other times as may be agreed by the Management Board.
3. All decisions at meetings of the Management Board shall be collaborative and require a majority vote, save that any decision to amend or vary any provision of the Agreement shall require a unanimous vote.
4. A representative from each Party is required to be present before a Management Board meeting shall proceed, unless prior approval has been obtained from the absent representative or representatives to proceed with the meeting.
5. No meeting of the Management Board shall proceed, notwithstanding any prior consent obtained from one or more absent representatives, if the number of representatives present constitutes less than a majority of the Management Board.
6. In relation to any matter raised at a Management Board meeting, a representative who has any personal or institutional interest that a reasonable person would consider is likely to be at odds or conflicts or competes with the subject matter under discussion shall declare that interest before any discussion of the matter takes place. He or she shall refrain from taking part in any discussion and/or voting in relation to that matter unless all the remaining members of the Management Board then present decide otherwise. The Chair (or the Chair of the meeting) shall cause such declaration of interest and any decision of the Management Board in relation to it to be recorded prominently in the minutes of that meeting.

Board Support

1. Administrative support to the Management Board will be provided through the Cambs HIA Manager, or through such other arrangements as the Management Board may from time to time determine.
2. Agenda items for meetings should be sent to the Cambs HIA Manager at least ten (10) Working Days prior to the date of the relevant meeting, but this requirement shall not inhibit the later inclusion or tabling of agenda items with the consent of the Chair.
3. Save as otherwise permitted by the Chair from time to time, agendas and papers will be sent out at least five (5) Working Days in advance of each meeting, and draft minutes will be sent out within ten (10) Working Days of each meeting (subject to operational priorities or other exceptional circumstances).
4. The Cambs HIA Manager shall prepare the draft annual and quarterly reports on behalf of the Management Board and, save in exceptional circumstances, circulate them at least five (5) days before Management Board meetings.

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SCHEDULE 5
FINANCIAL MANAGEMENT

1. Financial Responsibility

- 1.1 The Lead Party will be responsible for the financial administration of the Cambs HIA Budget and will account for income and expenditure using its own regulations and controls. The Lead Party will also ultimately be accountable to external funding agencies for the use of these funds but shall be entitled to be indemnified by the other Parties in accordance with the provisions of clause 8 of this Agreement.
- 1.2 The computerised finance system of the Lead Party must provide separate ledger accounting for the Cambs HIA Budget and a complete audit trail shall be provided for income and expenditure purposes.

2. Budgeting

- 2.1 The Management Board will be responsible for management of the Cambs HIA Budget and may exercise its discretion to delegate this role to the Manager of Cambs HIA.

3. Income

- 3.1 All sources of Cambs HIA income will be paid directly into the Lead Party's bank account. Receipt of all sources of income will be checked by the Lead Party against the Cambs HIA Budget and any discrepancies investigated and reported to the Management Board by the Cambs HIA Accountant.
- 3.2 Grant, fees or other income due from bodies other than the Parties will be claimed by the Cambs HIA Manager or Cambs HIA Accountant under the procedures of the Lead Party. Financial contributions due from Parties will be invoiced from time to time through the Lead Party's sales ledger.

4. Cost Sharing Mechanism

- 4.1 The annual operating surplus (or deficit) on the Cambs HIA Budget in any one Financial Year shall be apportioned to the Parties pro rata to the fee income generated within each Party's district for the corresponding Financial Year. The annual operating surplus (or deficit) shall be the balance remaining after deduction of the direct operational costs of Cambs HIA, the actual cost of operational support and other services provided by the Lead Party to Cambs HIA and payment in the agreed sum to South Cambridgeshire for as long as this Party provides the primary office location for Cambs HIA and the agreed sum to Huntingdonshire for so long as this Party provides ICT equipment and services.
- 4.2 When CHIA has an operating deficit, the loss will be apportioned to the Parties based on **budgeted** fee income (excluding any other sources of fee income e.g. private, Registered Housing providers). When there is a surplus, this will be allocated to the Parties based on **actual** fee income generated (excluding any other sources of fee income).
- 4.3 The Management Board may agree to retain any operating surplus up to £10,000 (or any such higher sum that is in accordance with their authorities delegation

procedures). Unless any operating surplus is retained by agreement of the Management Board to enable the development of Cambs HIA, any annual operating surplus shall be refunded to the Parties within thirty days of the close of the Cambs HIA Budget accounts at the end of each Financial Year.

- 4.4 In the event of an annual operating deficit, the Parties shall pay their apportioned part within thirty days of invoice by the Lead Party but, unless there are exceptional circumstances accepted by the Management Board. A review of the Cambs HIA by the Management Board shall also be started within 3 months of the end of the Financial Year in question.

5. Reporting

- 5.1 The Lead Party will produce a quarterly statement of accounts showing current income and expenditure against budget to date together with associated variances. This statement will be used to report to the Management Board at quarterly intervals (or other frequency as requested) on the current financial position, together with an update of the forecasted out-turn to the end of the Financial Year.
- 5.2 All Parties shall have a right to inspect all records and documentation from time to time relating to Cambs HIA income and expenditure upon reasonable notice.

6. Audit

- 6.1 The Lead Party's auditors will provide an independent audit report to the Parties on the operations, oversight and accountability to partners of Cambs HIA. Their work will also serve to provide the audit certification if it is required by any Government departments or agencies or the Parties to this Agreement.
- 6.2 The reasonable costs of the audit will be recharged directly to the Cambs HIA Budget.
- 6.3 Any Party which is allocated funds from the Cambs HIA Budget shall hold and provide on request of the Management Board an audit trail of records with respect to the allocated funds and shall at its own expense provide copies of any such records on request to the Lead Party or the Management Board.

7. Review

- 7.1 These financial management arrangements may be reviewed at intervals by the Management Board. Any revisions shall be minuted and set out in writing for approval by all Parties.

8. Exit strategy and treatment of wind up costs

- 8.1 Should Cambs HIA end for any reason each Party shall pay an equal amount of any costs that relate to the ending of Cambs HIA. This shall include but will not be limited to any redundancy costs of any of the Cambs HIA Team should this occur.

SCHEDULE 6

RESOURCES

PART 1 - KEY PERSONNEL

A. CHIA Manager

The role of the CHIA Manager will be to:

- (a) lead an effective home improvement agency service operating across the Party Councils' respective administrative boundaries;
- (b) manage the CHIA Team in providing comprehensive advice, practical help and support to vulnerable householders requiring repairs, improvements and adaptations to their home to maintain independence and ensure comfort and safety. This will include having a strategic focus and taking a lead role in the development of the home improvement agency;
- (c) managing the financial and administrative resources of the home improvement agency within budget, ensuring the Partner Councils' respective grants budgets are spent;
- (d) meeting performance indicators and targets in line with good practice guidance and funding agencies' requirements, monitor agency performance;
- (e) be accountable and report to the Management Board;
- (f) discharge such other responsibilities as the Management Board may from time to time determine.

B. CHIA Accountant

The Lead Party's Business Manager/Principal Accountant (Housing) shall act as the CHIA Accountant and perform those tasks identified in this Agreement and as otherwise agreed by the Parties and/or the Management Board.

Financial management, monitoring and reporting, business planning, budget setting and preparation of year end accounts are provided to Cambs HIA by the Housing Finance Team who form part of a shared housing finance service between the City Council and South Cambridgeshire.

The team is led by the Business Manager / Principal Accountant (Housing) who is responsible for strategic financial planning, business planning and financial management for the Housing Revenue Account at both authorities, in addition to supporting the Housing General Fund functions delivered by both authorities. The team also provides strategic financial planning, business planning and financial management services to two housing companies, one which is wholly owned by the City Council and the other by South Cambridgeshire.

Part 2 - STAFF

A. Cambs HIA Team

1. The CHIA Manager will procure sufficient and appropriately trained staff to run Cambs HIA.
2. For the purposes of employment legislation, and with the benefit of the indemnities in clause 8, the Lead Party shall be the employer of the Cambs HIA Team members, including the Key Personnel, and shall be reimbursed from the Cambs HIA Budget for all salaries, costs and expenses reasonably and properly incurred in the provision of Cambs HIA Team members.

B. Secondees

1. Any staff who are seconded by a Party to Cambs HIA for whatever purpose shall remain at all times the employees of that Party and shall remain bound by that Party's terms and conditions of employment, health & safety policy, disciplinary policy and capability policy.
2. At the end of the period of secondment or the termination of this Agreement, whichever is the sooner, such seconded staff shall resume their normal duties for the Party concerned.

PART 3 -ACCOMMODATION

A. Accommodation & Facilities

1. The Parties will make and periodically review (at such intervals as they may from time to time determine) the nature and location of the physical resources (including space, furniture and equipment) as each shall provide to facilitate the undertaking of the Services in their respective administrative areas by the Cambs HIA team.
2. Use of such resources shall be subject to, and Cambs HIA will comply with, such guidelines and requirements as each Party may reasonably specify, including requirements as to:
 - access and security
 - visitors and meetings
 - travel and car parking
 - health, safety and welfare
 - building systems
 - good housekeeping

PART 4- INFORMATION & COMMUNICATIONS TECHNOLOGY ("ICT")

Huntingdonshire shall provide the ICT equipment and services set out in this Part of this Schedule 6 (Resources)

1. Huntingdonshire will:
 - (a) provide the Cambs HIA Team with access to the following Third Party Software to enable them to carry out the tasks described in this Agreement:
3C ICT Services - Information@Work System; Civica Authority
and other specialist software required to deliver the Cambs HIA service (e.g. AutoCAD). This will include any systems procured to replace said systems.
 - (b) provide and maintain the Cambs HIA Team with the following IT equipment, or other suitable and appropriate equipment by agreement, to enable them to carry out the tasks described in this Agreement:
EDM PC/scan station;
EDM Scanners;
Laptops and associated docking station and monitors as required; and
Remote Access Points and Remote Working Tools as required
1 x MFD at Cambourne as required
 - (c) provide the Cambs HIA Team with necessary network connections to enable them to access Huntingdonshire's network and the systems listed in 1(a) above.
 - (d) provide and maintain for designated GVO or PSHO officers in all Party councils with the following IT equipment, or other suitable and appropriate equipment by agreement, to enable them to carry out the relevant tasks described in this Agreement:
Access to EDM PC/scan station
Access to EDM Scanners
Laptops and associated docking station and monitors as required
Remote Access Points and Remote Working Tools as required as required
2. The right is reserved to change the Third Party Software described in 1(a) at any time during the lifetime of this Agreement subject to giving the Cambs HIA Manager three months' written notice of any such proposed change.
3. The services mentioned in 1. above will be delivered in accordance with 3C ICT's Shared ICT Services Catalogue (howsoever titled from time to time).

4. The City Council and South Cambridgeshire (as applicable) shall, without charge to 3C ICT:
- (a) be responsible for:
 - (i) the provision and maintenance of the operational and environmental conditions necessary for the proper functioning of the IT Equipment with which the Software is used;
 - (ii) the safe custody of the IT equipment mentioned in 1(b) above at their premises at any time;
 - (b) ensure that the Third Party Software, and the IT equipment, are operated in a proper manner, and that any hardware and operating system software, not specified by Huntingdonshire is compatible with the Third Party Software;
 - (c) provide 3C ICT with such computer facilities (including computer consumables, storage, and data preparation and communications facilities), data, information, documentation, and personnel, as 3C ICT may reasonably require for the purpose of complying with its obligations under this Part of this Schedule 6 (Resources);
 - (d) appoint a competent person who will (i) act as 3C ICT's contact person, (ii) will be responsible for providing any facilities which may be required by 3C ICT for the purposes of this Part of this Schedule 6 (Resources) and (iii) co-operate fully with 3C ICT's personnel in the performance by 3C ICT of its obligations under this Part of this Schedule 6 (Resources);
 - (e) take all reasonable measures to ensure that the Third Party Software does not leave its possession or control whether by loan, theft or otherwise;
 - (f) not make copies of the Third Party Software or any part thereof on any medium whether machine or in printed or other form except for the purpose of having a reasonable number of spare machine-readable copies of the Software available in case of accidental erasure (subject to the reproduction on all copies of copyright notice(s) that appear in original programmes and/or on the original media on which the Software is delivered);
 - (g) not interfere with, alter, decompile or amend the Third Party Software or any part of it or make any derivative works;
 - (h) not modify or enhance or allow any third party to modify or enhance the solution, other than 3C ICT or any agent of 3C ICT authorised for this purpose, or by written agreement with 3C ICT. The Parties each acknowledge that any modifications or enhancements they or any of them may carry out or allow to be carried out in breach of this paragraph 5(h) shall be at their own risk and shall constitute a material breach of this Part of this Schedule 5 (Resources);
 - (i) not allow persons other than Cambs HIA Team members, designated GVO or PSHO officers, accredited contractors and agents concerned in the operation of Cambs HIA to have access to the IT equipment or Third Party Software;
 - U) upon termination of this Agreement for whatever reason, to cease use of the Third Party Software and at 3C ICT's request to destroy or deliver up to 3C

ICT all copies of the Third Party Software or any part thereof in the possession or under the control of the respective parties;

- (k) ensure that all staff who use the IT equipment and Third Party Software abide by the terms of the 3C ICT Usage Documents and undergo appropriate Government Connect and other security training and sign the 3C ICT Security Verification Form before using the IT equipment and Third Party Software;
5. 3C ICT will not provide office-based VoIP telephones as these are provided by SCDC.
6. Each Party must take all reasonable care and employ appropriate physical, technical and organisational safeguards to the personal data stored on the IT equipment. Parties must agree on the standards required for protecting the data, for example, the storage safeguards for information in hardcopy and electronic format, security of data in transmission, security standards for access to the data. Higher safeguards will be required where the personal data is of a sensitive nature.

Staff should only have access to personal data in order to perform their duties in connection with the Cambs HIA. Technical and physical safeguards should be in place to restrict access to the information only to authorised staff for example, password control.

Staff employed by all parties with access to personal data will ensure they are compliant with the requirements of the General Data Protection Regulations (GDPR).

Each Party will be required to conform to 3C ICT's Information Security Policy and ICT Usage Policies (howsoever titled from time to time).

Staff must operate a clear desk policy, ensuring that no records are left on their desk.

Any IT system or network used must have sufficient security to ensure there is no unauthorised access.

INFORMATION

PART 1 - GENERAL

For the purposes of this Part of this Schedule 7 (Information) the following terms and expressions shall have the following meanings:

"Confidential Information"	means all information disclosed by one Party (" disclosing Party ") to another Party (" recipient Party ") provided that such information is clearly marked as confidential or is accompanied by a written statement that the information is confidential or proprietary or would otherwise appear to a reasonable person to be confidential or proprietary;
"Data Processor"	shall have the same meaning as is set out in the GDPR;
"GDPR"	means the General Data Protection Regulation;
"DPA"	means the Data Protection Act 2018;
"EIR"	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
"FOIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
"Information"	has the meaning given under section 84 of the FOIA;
"Personal Data"	shall have the same meaning as is set out in the GDPR/DPA.

1. The Parties shall comply with any notification requirements under the GDPR/DPA and will duly observe all their respective and collective obligations under the GDPR/DPA that arise in connection with this Agreement.
2. Notwithstanding the general obligation in 1. above, where one Party ("**Processing Party**") is processing Personal Data as a Data Processor for another Party, the Processing Party shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data and to guard against unauthorised or unlawful processing of and accidental loss or destruction of, or damage to, the Personal Data, as required under article 5(1)(f) of the GDPR and shall:
 - 2.1 provide the other Party with such information as the other Party may reasonably require to satisfy itself that the Processing Party is complying with its obligations under the DPA;
 - 2.2 promptly notify the other Party of any breach of the security measures required to be put in place pursuant to this paragraph 2; and

- 2.3 ensure that it does not knowingly or negligently do or omit to do anything that places the other Party in breach of that Party's obligations under the DPA.
3. The Parties acknowledge that they are each subject to the requirements of FOIA and EIR and shall assist and co-operate with each other (at their own expense) to enable each party to comply with the Information disclosure requirements of FOIA and EIR.
 4. Each Party shall use its best endeavours to keep in strict confidence, and shall procure that its employees, agents and advisors keep in strict confidence, all and any Confidential Information acquired by it (whether directly or indirectly) concerning any other Party in consequence of this Agreement and/or its participation in Cambs HIA.
 5. Other than with the prior written consent of the disclosing Party, no recipient Party shall disclose Confidential Information other than for the purposes of this Agreement and/or Cambs HIA (including, as necessary, disclosure to its own employees, agents and advisors) provided that this prohibition shall not apply in respect of Confidential Information that the recipient Party can prove:
 - (a) was already known to it before it received it from the disclosing Party;
 - (b) was subsequently disclosed to it lawfully by a third party who did not obtain it (whether directly or indirectly) from the disclosing Party;
 - (c) was in the public domain at the time of receiving it or has subsequently entered into the public domain other than by reason of breach of this paragraph 5 or of any obligation of confidence owed by the recipient Party or by any related third party to the disclosing Party;
 - (d) was required to be disclosed by law, order of a court of competent jurisdiction or a governmental or regulatory body.
 6. Records of grants and assistance will be kept by Cambs HIA and the relevant Party following grant completion for such period or periods as the Management Board shall from time to time determine, or in line with the data retention policy of the Party current from time to time (whichever period is the longer). Records will be made available to the relevant Party on request.
 7. The provisions of this Part of this Schedule 7 (Information) shall survive termination of the Agreement.

PART 2-INFORMATION SHARING PROTOCOL *onwards*****

The Parties shall share information about Service customers to improve quality of service and to enable integrated working. Such information sharing shall be conducted in accordance with this Protocol ("**ISP**").

1. ISP ownership

This ISP is owned equally by all participating Partners and is coordinated and administered on their behalf by Cambs HIA and the relevant data managers for each Party.

2. Data Managers

- 2.1 The Manager for Cambridge City Council is the post holder from time to time of Grant Validation Officer, who has operational responsibility for the data.
- 2.2 The Data Manager for Huntingdonshire District Council is the post holder from time to time of Private Sector Housing Officer, and designated team members, who have operational responsibility for the data.
- 2.3 The Data Manager for South Cambridgeshire District Council is the post holder from time to time of Grant Validation Officer, who has operational responsibility for the data.
- 2.4 The Data Manager for Cambs HIA is the Cambs HIA Manager. This post holder is responsible for the co-ordination, operational procedures and compliance with this agreement for Cambs HIA. The Manager is also accountable to the Management Board.
- 2.5 The information must only be used for the purposes stated in paragraph 3. The agreement of the relevant Management Board member (for council specific information) or approval from the Management Board must be sought before using shared information for any other purpose. See section 5 below.
- 2.6 Parties receiving shared information must review the need to continue to hold it after 6 months and must destroy it after 12 months or such longer or shorter period as may be prescribed by law. The outcome of review or destruction must be notified to the relevant Data Manager.

3. Scope and purpose of the information-sharing project

- 3.1 The scope of the information-sharing project is the administration of the Cambs HIA shared service. The purpose of sharing information is to facilitate the efficient and effective administration, delivery, monitoring and planning of the service in the interests of Service customers, service commissioners and service partners.
- 3.2 The information to be shared by Partners is: names and addresses of Service customers; personal data relating to family, medical, housing and financial circumstances, data related to applications for grant or loan funding or other sources of financial contributions to complete agreed works
- 3.3 The information exchange must be proportionate and should be the minimum amount needed to achieve the purpose identified in Section 3. Where practicable, data that does not identify individuals (anonymising the data) will be used.

The Cambs HIA Manager identifies the details and the type of data disclosed.

- 3.4 In accordance with the statutory duty to co-operate with other councils, information can be exchanged to enable the effective planning, operation and delivery of the Cambs HIA service, provided this complies with data protection principles, regulations, good practice and the terms of this Agreement.
- 3.5 Information may be exchanged to enable the effective planning, operation and delivery where appropriate or necessary with third parties where consent has been obtained.
- 3.6 Cambs HIA will maintain and develop a privacy impact assessment and procedures approved by the Management Board taking account of good practice and regulation.
4. Methods of sharing information
- 4.1 The format of information to be shared includes: application forms; assessments and reports; supporting documentation, communication with the customer or their representatives and other agencies involved in their case.
- 4.2 The frequency with which the information will be shared: As necessary for the effective progression, assessment, review and completion of the case.
- 4.3 Sharing and transferring information includes, for example: via electronic case records; via scanned documents; via GCSX; via e-mail; via encrypted USB sticks; via hard-copy documents.
- 4.4 Each Party will keep a record of the information it has shared using the electronic data management system and case file records.
- 4.5 The Data Managers listed at paragraph 2 above are responsible for exchanging data and ensuring all reasonable steps are taken to ensure data is accurate.
- 4.6 Access to this information includes the following post holders:
Cambs HIA Team members; Grant Validation or PSHO officers in the Party councils; financial officers in the Party councils; legal officers in the Party councils.
When consent has been given by the customer relevant and necessary information is shared with other stakeholders including legal representatives, specialists and other professionals, carers, friends and family, contractors, grant giving bodies and organisations providing other support and services or acting as advocates.
- 4.7 As part of Cambs HIA's wider role on case review panels i.e. receiving and using information on Service customers outside Cambs HIA's geographical area of benefit but within existing procedural arrangements (currently mainly within Cambridgeshire or may be resident in this area)
- 4.8 In exceptional circumstances, required by legislation, to perform a public function or to safeguard the interests of the customer, information will be disclosed without the consent of the client. This will only be done in clearly prescribed circumstances and in accordance with the Cambs HIA and Lead Partner policy and procedures.

4.9 The information must be stored securely in accordance with operational procedures and policy of the Cambs HIA and the Lead Party (taking account of the requirements of Huntingdonshire as the provider of ICT services and support).

5 Further Use of Data

5.1 Partners agree to further use of the information in a suitably anonymised form to assist in future planning for Cambs HIA and to support wider strategic and long term planning by Party councils and other agencies.

5.2 For any further access or use of data not specified in this Agreement, the consent of the relevant Management Board member (for Party specific information) or approval from the Management Board must be given.

6. Legal basis for sharing information

6.1 Each Party must be able to identify the lawful basis for exchanging this data.

6.2 To ensure that the processing is fair and lawful, ensure that each Partner receiving, holding and processing information, is able to identify the relevant reason for doing so in schedule 2 or 3 (if sensitive information) of the Data Protection Act 1998.

6.3 This ISP has been developed to achieve the objectives set out in section 3 above. It is the intention that all aspects of information sharing and disclosure relating to this ISP shall comply with all applicable legislation that protects personal data;

6.4 Sharing personal information in accordance with this ISP is lawful under the Data Protection Act 1998 schedule 2/3 conditions:

The data subject has given his/her consent to the processing; and/or

The processing is necessary for the exercise of statutory functions of the Party councils.

7. Refusal to consent to share personal information

7.1 Occasionally, an individual may refuse to give consent to share their information. Where it is lawful to share such information in spite of the refusal, the Data Controller must record the refusal of consent and the reasons for overriding that refusal.

7.2 The Data Controller is responsible for ensuring that data subjects are advised that their information is being or may be shared.

8. Subject Access Requests and Complaints

8.1 Partners will use their standard organisational procedures to deal with subject access requests or complaints from the public arising from information sharing under this protocol.

8.2 The Cambs HIA Manager will ensure that Subject Access Requests that require information and support from Cambs HIA are dealt with appropriately, taking account of the relevant Party's organisational procedures.

9. Information security

9.1 Partners and the relevant Data Manager receiving shared information will:

- Ensure that their employees are able to access only the shared information necessary for their role and for business continuity purposes;
Ensure that their employees are appropriately trained so that they understand their responsibilities for confidentiality and privacy, and
 - Protect the physical security of the shared information.
- 9.2 Each Partner signing this ISP agrees to adhere to the appropriate standards of security. If there is a security breach in which data received from another party under this ISP is compromised, the originator and appropriate teams will be notified at the earliest opportunity.
- 9.3 If Partners do not have a protective marking scheme, which includes handling rules, the following points should be considered:
- Ensure that unauthorised staff and other individuals are prevented from gaining access to personal data;
Ensure visitors are received and supervised at all times in areas where personal data is stored;
Ensure that all computer systems that contain personal data be password-protected.
- 9.4 The level of security should depend on the type of information held, but ensure that only those who need to use the data have access and that they follow the following instructions:
- Lock workstation/PC (ctrl-Alt-Delete) when not in use
 - Lock away disks, tapes or printouts when not in use
 - Ensure all portable devices including phones, laptops etc are held securely and in accordance with the lead authorities data and hardware security policies.
 - Ensure all new software is virus-checked prior to loading onto an authority machine. Do the same for disks
 - Exercise caution in what is sent via email and to whom it is sent, do not transmit personal data unless it is done so securely and by using encryption.
 - Check that the intended recipient of a fax containing personal data is aware that it is being sent and can ensure security on delivery
 - Ensure paper files are stored in secure locations and only accessed by those who need to use them
 - Do not disclose personal data to anyone other than the Data Subject unless you have the Data Subject's consent, or it is a registered disclosure, required by law, or permitted by an exemption under the Data Protection Act 2018 or by GDPR.
 - Do not leave information on public display in any form. Clear desk at the end of each day and lock sensitive material away safely
10. Quality Assurance
- 10.1 The quality assurance checks are: set out in Cambs HIA and partner authorities policies and operational procedures. This includes for example:

- Internal system checks conducted by Cambs HIA & by Huntingdonshire as the provider of the ICT equipment and support (see **Schedule 6** (Resources))
- Data Manager checks
- Preparation for and monitoring reports to the Cambs HIA Board (quarterly or as requested)
- Audit arrangements
- Verification by the customer or other agencies

10.2 Parties receiving shared information are responsible for applying relevant quality assurance before using the information.

If information is found to be inaccurate, it is the responsibility of the Partner discovering the inaccuracy to notify the Data Controller. The Data Controller will ensure that the source data is corrected and will notify all recipients, who will be responsible for updating the information they hold.

10.3 Parties will not be liable for any financial or other costs incurred by other parties to this ISP as a result of any information being wrongly disclosed by another party to this ISP or as a result of any negligent act or omission by another party to this ISP.

11. Review

11.1 This ISP will be reviewed 12 months after signature and every 12 months after that and routinely reviewed following changes in legislation or statutory notices.

11.2 This review is the responsibility of the individuals who have operational responsibility for the data and should be carried out in consultation with the appropriate teams. The outcome of any review by Cambs HIA will be reported to the Management Board.

12. Confidentiality

12.1 Personal information is provided in confidence, in the absence of explicit or implied confirmation, when it appears reasonable to assume that the provider of the information believed that this would be the case. All parties to this ISP accept their duty of confidentiality and will not disclose personal information without the consent of the person concerned, unless there are statutory grounds or overriding justification for doing so and is in the vital interests of the data subject. All parties to this ISP also will ensure that information is not disclosed illegally or inappropriately.

12.2 A Party or a third party who has received data under this ISP will follow the following procedure if there is a breach of this ISP.

Report the breach to the relevant Data Manager and to the Cambs HIA Manager. This will be actioned in accordance with Cambs HIA procedures and the Lead Party policy and procedures.

Reportable breaches must be reported to the Cambs HIA Management Board.

13 Indemnity

13.1 Each Party will keep each of the other Parties fully indemnified against any and all costs, expenses and claims arising out of any breach of this ISP and in particular, but without limitation, the unauthorized or unlawful access, loss, theft, use, destruction or disclosure by the offending partner or its sub-contractors, employees, agents or any

other person within the control of the offending partner of any data obtained in connection with this ISP.

14. Freedom of Information Act 2000 (FOIA)

14.1 Information shall only be withheld where, should an application for that information be made under FOIA 2000 it is likely that the information would be exempt from disclosure and the public interest lie in favour of withholding. However, nothing in this paragraph shall prevent the individual Partners from exercising their obligations and responsibilities under FOIA 2000 as they see fit.

14.2 All recorded information, held by public sector agencies, is subject to the provisions of the Freedom of Information Act 2000 and the Data Protection Act 1998. While there is no requirement to consult with third parties under FOIA, the parties to this ISP will consult the party from whom the information originated and will consider their views to inform the decision making process.

15. Agreement

The Parties confirm that this ISP has been prepared in consultation with their Information Management Offices /Legal Offices. They undertake to implement and adhere to this ISP and to ensure that their organisational procedures are consistent with this ISP.

16. Suspension of ISP

Any Party may suspend this ISP for 45 days if security has been seriously breached. This should be in writing and be evidenced.

16.1 Any suspension will be subject to a risk assessment and resolution meeting, the panel of which will be made up of at least 2 Management Board members. The meeting will take place within 14 days of any suspension.

18. Use of data following termination of this Agreement.

18.1 On notice or other cause for termination of this agreement as set out in Section 12, Ownership of partner data and Intellectual Property shall not be affected by this Agreement and accordingly, to the extent that such data or Intellectual Property exists at the Commencement Date or during the operation of the Agreement, ownership of it shall remain with the Party which owns it at that date.

18.2 It will be the responsibility of the Cambs HIA Manager and the relevant authority data Manager or Managers to ensure appropriate arrangements are made to transfer relevant data comply with the procedures for removal or disposal of all residual remaining information stored.

18.3 Appropriate checks will be made to ensure compliance with the Cambs HIA and Lead Authority policy and procedures.

SIGNED for and on behalf of:
CAMBRIDGE CITY COUNCIL

Signature

Name:

Position:

Date:

SIGNED for and on behalf of:
SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL

Signature

Name:

Position:

Date:

Signed for and on behalf of:
Huntingdon District council

Signature

Name: Andy Moffat

Position: Head of Development

Date:

Public
Key Decision - Yes

HUNTINGDONSHIRE DISTRICT COUNCIL

Subject Matter:	Proposal for Clinical Waste Collections
Meeting/Date:	Cabinet – 21st March 2019
Executive Portfolio:	Marge Beuttell, Executive Cllr for Operations and Regulation.
Report by:	Recycling and Waste Operations Manager.
Ward(s) affected:	All Wards

Executive Summary:

This report sets out the alternative options for the collection and disposal of clinical sharps and the potential financial impact.

Huntingdonshire District Council (HDC), along with the other members of the Cambridgeshire and Peterborough Waste Partnership (RECAP) need to make suitable arrangements for the collection and disposal of clinical sharps following the withdrawal of arrangements by NHS England, which will impact residents in Cambridgeshire and Peterborough from April 2019.

NHS England is under no statutory obligation to maintain its current arrangements, whereby home-treating patients dispose of their clinical waste sharps through the local pharmacy network. These collection and disposal of these are then funded by NHS England.

Local Authorities are legally bound under the Controlled Waste (England and Wales) Regulations 2012(CWR) and the Environmental Protection Act 1990(EPA) to arrange collection of clinical waste from householders of self-treating patients on request and under the CWR and EPA they may make a reasonable charge for this service.

The majority of sharps use and disposal at Pharmacies arise from self-treating patients with diabetes. There are currently 9289 people registered with diabetes, and 8568 sharps box prescriptions were issued in Huntingdonshire in 2017/18.

HDC with the other members of RECAP have worked together to develop workable options to deliver this service.

RECOMMENDATION:

- Councillors evaluate the options based on patient benefits, cost, risk and impact
- Councillors recommend and endorse an option set out in this report to provide a sharps clinical waste and disposal service.

1. PURPOSE OF THE REPORT

- 1.1 For members to determine the most appropriate provision of domestic clinical waste collections in Huntingdonshire following the withdrawal of funding for current arrangements by NHS England in the East of England.

2. CURRENT HDC HOUSEHOLD CLINICAL COLLECTION SERVICE

- 2.1 HDC provides a free weekly clinical waste collection from residents' home addresses. Applications are made through our Customer Services Team. This is for infectious waste only (e.g. swabs, dressings and sharps). All applicants need to provide evidence and confirmation from either, a Clinical Commissioning Group, GP, or health care provider that they are treating themselves at home and the nature of the waste they are producing, before a clinical waste collection is arranged.
- 2.2 The current numbers of weekly collections are very low at only 13. With an even split between sharps and infectious clinical waste from dialysis. As a result of this low volume the service provision has been manageable at low overall cost in house at an annual cost of £10k per year.
- 2.3 Following a tender process conducted by Cambridgeshire County Council on behalf of RECAP, Novus Environmental Ltd was awarded the contract for the collection and disposal of clinical waste on behalf of the RECAP partners. This was seen to be a lower cost solution for HDC with a charge of £6.10 per collection irrespective of the volume of waste. This provided best value for money with an estimated annual cost of £4k per year, saving around £6k.

3. NHS ENGLAND CHANGES

- 3.1 Changes being implemented by NHS England will mean that from 1 April 2019, all local authorities in the East of England will be responsible for the collection of sharps from all self-medicating home patients.
- 3.2 This change relies on the Controlled Waste (England and Wales) Regulations 2012(CWR) and the Environmental Protection Act 1990(EPA) whereby Waste Collection Authorities were made responsible for ensuring collections of clinical waste from householders and self-treating patients on request. The NHS England funded solution was based on the return of this clinical waste to the Local Pharmacy network, often where the original prescription was prescribed.
- 3.3 It must be noted that the CWR and EPA allow local collection authorities to make a reasonable charge for this service, this could be cost recovery. This option may not be desirable as customers with a known disability (diabetes) would be required to pay for their clinical waste disposal.

4. IMPACT

- 4.1 The majority of clinical sharps arising from self-medication result from diabetes. There are currently 9289 people registered with diabetes in Huntingdonshire and 8568 prescriptions for sharps boxes (to safely dispose of the sharps) were issued in Huntingdonshire 2017/18.
- 4.2 The potential cost impact of converting all sharps boxes to a household collections service could be over £50,000 per year, a significant increase from the previously anticipated costs of £4,000 per year.

4.3 The potential financial impact on HDC depends upon the actual number of collections. At present the frequency of these is unknown as NHS England has not been able to fully determine this. It is therefore proposed to highlight this as a potential financial risk to the recycling and waste budget for 2019/20. Once the actual impact is known, if required an unavoidable growth bid will be proposed.

5. OPTIONS

All the models below will require the option of offering some residents free collections due to poor health entitlement/mobility issues. This would be assessed on a case by case basis.

5.1 **Do Nothing:** Collection of all self-administered sharps and clinical waste from the household at no cost to the household.

Impact – estimated cost of over £50,000 based on 2017/18 sharps box prescription levels.

This is regarded as undesirable on the grounds of cost and safety. Sharps boxes left out for collect present a significant health risk as they may be taken/prised open for access to individuals wishing to re-use the needles.

5.2 **Charge in Full:** Collection of all self-administered sharps and clinical waste from the household, charged at the cost of service. A charge of £8 per collection would cover the contractor cost and associated booking arrangements/administration.

Impact – no additional cost to HDC.

This is regarded as undesirable as a charge is likely to result in customers disposing of sharps in normal household waste collections to avoid the charge. The charge would also be applied largely to diabetes patients who are registered disabled and could regard the charge as an unfair tax on an underlying health condition.

5.3 **Copy Current NHS England Model (free to patient):** Local pharmacies are paid to act as a disposal point with larger, less frequent collections from local pharmacies by the appointed clinical waste contractor. This approach has been developed by RECAP in conjunction with the Local Pharmacy Commission (LPC).

Impact – An annual cost of approximately £18,000 (£600 across 30 Pharmacies in Huntingdonshire) plus a collection and disposal cost from the Pharmacies of £12,000 by our clinical waste contractor.

This is regarded as a desirable option as it mimics the current service, controls future growth so a widespread demand for a household collection service for clinical waste is not generated. The relationship between dispensing chemist and patient is retained along with privacy of disposal. Advice from the LPC is that most customers will not want a visible clinical collection and that this increases the risk of other models resulting in sharps being incorrectly disposed of in household waste, causing significant contamination. This model would allow for a single approach across Peterborough and Cambridgeshire.

5.4 **Pharmacy Model with Charged Household Collections:** As 5.3 but supplemented with a paid for service at £8 per collection if required.

This option would provide the customer with additional choice, of a free to use Pharmacy option or a doorstep collection with full cost recovery. This may give rise to some confusion as two systems will be available.

5.5 Working in Partnership

Whilst the decision to cease funding the current arrangements has been taken by NHS England, given the potential impact of the change, it is proposed that a report is taken to the Cambridgeshire Public Sector Board from the RECAP Partnership to raise concerns around the approach, system costs and impact on residents across Cambridgeshire and Peterborough.

RECAP has worked collaboratively with the LPC to broker a solution to best support our residents. The paper will seek a wider partnership approach in the future that may benefit all parties, particularly retaining the important level of resident service and support the current NHS England funded solution enables. The adoption of this approach is not compulsory and not all Council's within RECAP may adopt this approach. Currently Fenland, East Cambridgeshire District and Peterborough City Councils have opted in.

6. COMMENTS OF OVERVIEW & SCRUTINY

- 6.1 The Overview and Scrutiny Panel (Customer and Partnerships) considered the report at their meeting on 7th March 2019. Members expressed support for the maintenance of a pharmacy based solution as a replication of the current service, with minimal impact on the customer. However, concern was expressed regarding the recommended option of inclusion of a charged household collection service for clinical waste due to the risks associated with the potential budget implications as NHS England had been unable to provide details of the likely frequency of collections.
- 6.2 Members of the Panel requested that Cabinet consider adopting the current NHS England Model only and further review implementing the charged household collection at a later date when required to do so by legislation. They further requested that a progress report be presented to them at their meeting in September 2019 to consider progress and any further implications.

7. RISKS

- 7.1 Without a pharmacy based solution, the changes will mean clinical waste collection costs will increase in terms of administration, costs of collection and disposal.
- 7.2 There is a 3 month break clause on either side within the agreement with the Pharmacies such that if trialed for one year, notice may be given to cease any arrangement.
- 7.3 There is a significant potential reputation damage as any charges associated with clinical waste collections service could be seen as profiteering from those with a disability or with a health need.
- 7.4 Clinical waste sharps could find their way into the general refuse waste stream if a fully chargeable service was introduced. Any such contamination could have an impact on the Cambridgeshire and Peterborough waste disposal contracts.
- 7.5 Recently released national figures for those impacted by diabetes have doubled in the last 10 years; this trajectory is not anticipated to change, highlighting this

as a growing problem.

- 7.6 Public Health England estimates that around 8% of the NHS Cambridgeshire and Peterborough Clinical Commissioning Group's (CCG) population have either been diagnosed with diabetes or are living with it undiagnosed.
- 7.7 NHS England can provide no information regarding the volume or frequency of sharps boxes being presented to Pharmacies. It must also be noted that the figures of sharps boxes prescribed is an estimate as this was collated using postcode data which does not correspond exactly to the boundaries between districts.
- 7.8 There is often an historic or ongoing relationship between home patients and their pharmacy. HDC arranging collections of clinical waste directly from households may inadvertently sever this relationship which could have a wider impact on the home patients' wellbeing.
- 7.9 As the pharmacies can opt in and out of the agreement set out in the appendices, the Council still bears the potential risk of delivering a large number of collections each year should the free drop off offer at pharmacies not be viable for any reason.

8. RECOMMENDATIONS

- 8.1 **Pharmacy Model (free to customer) with Charged Household Collection Option:** This will provide the customer with greater choice, of having to either return sharps boxes back through the local pharmacy network **free of charge**, or arranging a doorstep collection from the household at a charge of £8 per collection based on full cost recovery for HDC.
- 8.2 **Budget Risk:** That the recycling and waste service progress with the solution selected within 2019/20 on the basis that there is a potential adverse budget impact of £50,000 resulting from the requirement to operate a clinical sharps collection and disposal service. Once the actual costs are better known an unavoidable growth bid will be prepared.
- 8.3 **Partnership Paper:** That RECAP provide a paper to CPSB in order to highlight the issues and attempt to secure a wider partnership approach in the future.

9. REASON FOR RECOMMENDATIONS

- 8.1 This report set out the options and costs left to HDC to manage its responsibilities under the Controlled Waste (England and Wales) Regulations 2012(CWR) and the Environmental Protection Act 1990(EPA) whereby Waste Collection Authorities were made responsible for ensuring collections of clinical waste from householders and self-treating patients on request.

The proposal enables:

- Delivery of a clinical sharps collection and disposal service that meets the current and future needs of the patients in Huntingdonshire.
- Provides the greatest level of cost control for HDC.
- Provides the lowest risk of clinical waste entering the refuse waste stream.
- Greatest operational efficiency.
- Gives more choice for the patient on the services they receive.

10. TIMETABLE FOR IMPLEMENTATION

12 December 2018	Community Pharmacy Agreement and location of collection points discussed at Ops Panel.
7 January 2019	Send agreed list of Local Pharmacies an expression of interest.
21 January 2019	Local Pharmacy responses to expression of interest.
22 January 2019	Present Community Pharmacy Agreement to RECAP Board for approval.
23 January 2019	Pharmacies sent Community Pharmacy Agreement to sign.
30 January 2019	Community Pharmacy Agreement signed by both pharmacy and Local authorities.
1 February 2019	Provide NHS on RECAP clinical waste services for inclusion in signposting documents.
2 February 2019	NHS starts producing signposting documents.
1 April 2019	NHS stops delivering the service and local authorities start collections.

11. LINK TO THE CORPORATE PLAN, STRATEGIC PRIORITIES AND / OR CORPORATE OBJECTIVES

Our corporate plan sets out our ambition to **Support people to improve their health and wellbeing.**



The Corporate Plan shows you our objectives, the work programme we have put in place, the actions we will take and how we will measure our performance

12. BACKGROUND DOCUMENTS

Clinical Waste update letter NHS England.
 Clinical Waste data
 Huntingdonshire pharmacy list
 Huntingdonshire pharmacy map

Clinical sharps disposal partnership
Pharmacy specific agreement template.
Public service health contract

CONTACT OFFICERS

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Public
Key Decision - No

HUNTINGDONSHIRE DISTRICT COUNCIL

Title/Subject Matter: Unsecured Loan to Somersham Parish Council
Meeting/Date: Cabinet 21st March 2019
Executive Portfolio: Executive Councillor for Resources: Councillor J A Gray
Report by: Head of Resources
Ward(s) affected: All or list individual Ward(s)

Executive Summary:

The Council has been asked to provide an unsecured loan of £10,000 to Somersham Parish Council in order to finance improvement work to the Parish Council's skate ramp. The loan would be made for up to a period of 6 years at a rate of interest to be determined by the Head of Resources in consultation with the Executive Councillor for Resources.

Recommendation(s):

The Cabinet is asked to;

- Agree to make a loan to Somersham Parish Council, of up to £10,000, up to 6 years in duration, and at a rate of interest to be determined by the Head of Resources in consultation with the Executive Councillor for Resources.
- Authorise the Head of Resources to complete the necessary loan agreement and other legal documentation as required.

1. PURPOSE OF THE REPORT

- 1.1 To consider a request for an unsecured loan of up to £10,000 to Somersham Parish Council to enable improvement of the skate ramp located at the Playing Fields Parkhill Road, Somersham. The loan would be repayable over a period up to 6 years at an interest rate to be determined by the Head of Resources in consultation with the Executive Councillor for Resources.

2. WHY IS THIS REPORT NECESSARY/BACKGROUND

- 2.1 The parish council took on responsibility for the maintenance of the skate ramp in April 2016. Since this time the ramp has deteriorated and now requires resurfacing works, in order to bring it up to the required standard. The ramp is a popular local attraction; the repairs to the surface will ensure it remains so.
- 2.2 Currently the Parish Council do not have the funds to finance the repairs and have therefore requested a loan from the Council to cover the cost of the improvement works.

3. OPTIONS CONSIDERED/ANALYSIS

- 3.1 The Parish Council does not have sufficient funds available to finance the repairs from their own resources, as a result this financing option is not available.

4. KEY IMPACTS / RISKS

- 4.1 The risk arising from this loan relates to the Parish Council not being able to repay the loan principal and/or the loan interest. The likelihood of default by the Parish Council, being a statutory body, is low; as a result the Council is willing to make a loan on an unsecured basis.

5. WHAT ACTIONS WILL BE TAKEN/TIMETABLE FOR IMPLEMENTATION

- 5.1 It is expected that the Parish Council will provide details of the improvements to be made to the ramp and the contracts signed, in sufficient detail to complete the loan agreement between the Council and Somersham Parish Council.

6. LINK TO THE CORPORATE PLAN, COUNCILLOR 7. PRIORITIES AND / OR CORPORATE OBJECTIVES

- 7.1 The continued provision of a skate ramp will fulfil, the corporate objectives; to “Support people to improve their health and well-being” and to “Create, protect and enhance our safe and clean built and green environment”.

8. CONSULTATION

- 8.1 No consultation has been undertaken

9. LEGAL IMPLICATIONS

- 9.1 The loan will require a loan agreement to be drawn up and signed by the Council (lender) and Somersham Parish Council (borrower).

10. RESOURCE IMPLICATIONS

- 10.1 The loan interest rate will be set at the approximate average interest received by the Council on its investments, therefore the cost to the Council is expected to be minimal. However, the rate that will be applied will exceed the minimum the council will have received if it had only invested the sum in its bank account.

11. OTHER IMPLICATIONS

- 11.1 No other implications are expected.

12. REASONS FOR THE RECOMMENDED DECISIONS

- 12.1 Cabinet is recommended to approve the loan so that the residents of Somersham can continue to enjoy a popular local amenity.

BACKGROUND PAPERS

Loan calculation
Draft loan agreement

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