

Dated

2017

**PARTNERSHIP AGREEMENT**

between

Broxbourne Borough Council

East Hertfordshire District Council

Hertfordshire County Council

North Hertfordshire District Council

Watford Borough Council

for a

**Shared Service to be known as the Hertfordshire Home  
Improvement Agency**

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**THIS AGREEMENT** is made on the ..... 2017

**BETWEEN:**

(1) **BROXBOURNE BOROUGH COUNCIL** of Bishops College, Churchgate, Cheshunt EN8 9XG;

(2) **EAST HERTFORDSHIRE DISTRICT COUNCIL** of Wallfields, Pegs Lane, Hertford SG13 8EQ;

(3) **HERTFORDSHIRE COUNTY COUNCIL** of County Hall, Pegs Lane, Hertford SG13 8DQ ("HCC");

(4) **NORTH HERTFORDSHIRE DISTRICT COUNCIL** of Council Offices, Gernon Rd, Letchworth Garden City SG6 3JF;

and

(5) **WATFORD BOROUGH COUNCIL** of Town Hall, Hempstead Rd, Watford WD17 3EX.

**WHEREAS:**

- (i) The parties to this Agreement ("the Original Partner Authorities") have agreed to establish and participate in a Shared Service for the purposes of providing home adaptations and associated services, including the discharge of duties relating to the provision and administration of Disabled Facilities Grants under the 1996 Act, the Care Act 2014, and the Better Care Fund requirements to disabled and vulnerable people residing within the districts of East Hertfordshire and North Hertfordshire, and the boroughs of Broxbourne and Watford;
- (ii) It has been agreed by the Original Partner Authorities that the Shared Service should be known as the Hertfordshire Home Improvement Agency ("the HHIA") and be provided by HCC in accordance with the terms of this Agreement and, in the case of any functions which HCC would not otherwise have the statutory power to exercise, in accordance with arrangements made by each of the District Partner Authorities with HCC under the provisions of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012;
- (iii) It has also been agreed and acknowledged by the Original Partner Authorities that the HHIA shall be delivered on a not for profit basis;
- (iv) It is acknowledged and agreed that the Original Partner Authorities will wish to keep this Agreement under review and in the future may wish to develop the Service further or make changes to the way the HHIA is operated and/or governed;

- (v) The HHIA is established under this Agreement for the purpose of creating a streamlined and efficient service across the areas of the District Partner Authorities for the benefit of users of the Service;
- (vi) Nothing in this Agreement shall be construed as creating a legal partnership within the meaning of the Partnership Act 1890 or otherwise between HCC and the District Partner Authorities or any of them or between the individual District Partner Authorities; and
- (vii) It is agreed that the Original Partners Authorities shall work individually and collectively in the spirit of partnership, trust and fairness to establish and operate the HHIA.

### IT IS HEREBY AGREED AS FOLLOWS:

#### 1. Definitions and Interpretation

- 1.1. In this Agreement where the context so permits the following words and phrases shall have the following meanings:

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| 1996 Act                 | shall mean the Housing Grants, Construction and Regeneration Act 1996;  |
| Absent Partner Authority | shall have the meaning given to it in Clause 7.10.2;  |
| Activity Statement       | shall mean the statement under Clause 10.7;   |
| Agreement                | shall mean this agreement between the Original Partner Authorities entered into on the date given above;  |
| Basic Disclosure         | means a Basic Disclosure check carried out through DBS or Disclosure Scotland, which is required where a service is engaged in a position of trust but is not eligible for a Standard Disclosure check, Enhanced with Barred List Check or Enhanced without Barred List Check;  |
| Better Care Fund         | means the national programme aimed at transforming the integration of health and social care using a local single pooled budget to incentivise local government partners and the NHS to work more closely together;   |
| Budget                   | shall mean the estimated costs and income in delivering the HHIA for the next Financial Year and shall include: <ul style="list-style-type: none"> <li>(a) any sums payable in accordance with clause 10 in respect of the last complete Financial Year;</li> <li>(b) any surplus or deficit shown in the most recent Statement of Account approved by the HHIA Board;</li> <li>(c) any estimated surplus or deficit in respect of any period subsequent to the most recent Statement of Account approved by</li> </ul> |

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|                                      | the HHIA Board;   |
| Business Case                        | shall mean the final business case attached in Schedule 4;  |
| Cabinet Office Statement of Practice | means the 'Cabinet Office Staff Transfers in the Public Sector Statement of Practice – January 2000 (Revised 2013)';  |
| Charges                              | means the charges which shall become due and payable by a District Partner Authority to HCC in respect of the Shared Service in accordance with the provisions of this Agreement or as otherwise agreed between the District Partner Authorities and HCC;   |
| Chief Finance Officer                | shall mean the officer who has been appointed by each of the Partner Authorities to act as their designated officer under section 151 of the Local Government Act 1972;   |
| Commencement Date                    | shall be the date first appearing on this Agreement;  |
| Criminal Records Checks              | means one of the following checks carried out (as appropriate) through the DBS or Disclosure Scotland, namely: <ul style="list-style-type: none"> <li>(a) Enhanced Disclosure with a Barred List Check;</li> <li>(b) Enhanced Disclosure without a Barred List Check;</li> <li>(c) Standard Disclosure; and</li> <li>(d) Basic Disclosure;</li> </ul> |
| Data Protection Legislation          | shall mean the Data Protection Act 1998, the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;                              |
| DBS                                  | shall mean the Disclosure and Barring Service set up under the Protection of Freedoms Act 2012;   |
| DFG                                  | shall mean Disability Facilities Grant, being monies awarded through the 1996 Act to an eligible individual to assist them in making required adaptations to their home in order to allow them access to, and use of, the facilities in their home as they are intended to be used and includes both Mandatory DFG and Discretionary DFG;             |
| Disclosure Scotland                  | shall mean the executive agency of the Scottish Government set up under the Protection of Vulnerable Groups (Scotland) Act 2007 (an Act of the Scottish Parliament).  |
| Discretionary DFG                    | shall mean a payment other than Mandatory DFG which is made on an application for assistance under the 1996 Act in the exercise of a discretion to award alternative or additional funding;   |
| Dispute Resolution Procedure         | shall mean the procedure as set out in clause 19;   |

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| District Partner Authority                    | shall mean a Partner Authority other than HCC;   |
| EIR   | shall mean the Environment Information Regulations 2004 (as amended or modified from time to time);  |
| Enhanced Disclosure With Barred List Check    | means a type of Criminal Records Check, which includes a check of the DBS barred list and any additional information held by the police that is reasonably considered relevant to the role being applied for and includes roles that do not work with children or vulnerable adults specifically but potentially both and should be used for jobs that involve caring for, supervising or being in sole charge of children and/or vulnerable adults;   |
| Enhanced Disclosure without Barred List Check | means a type of Criminal Records Check, which includes an enhanced disclosure check without a barred list check that is required where a Provider is engaged in a role that meets the previous definition of Regulated Activity as defined by the Rehabilitation of Offenders Act (ROA) 1974 (Exceptions) Order 1975, and in Police Act Regulations;   |
| EU Instrument                                 | means any Regulation, Directive or binding provision of the EU which applies to the Shared Service or to any provision of this Agreement including any provision that is directly applicable without the necessity for United Kingdom legislation;   |
| Exempt Information                            | shall mean information which is exempt information by virtue of any provision of Part II of FOIA;  |
| Fee Levels                                    | shall mean percentage of costs of works at which the agency fee will be set;   |
| Financial Year                                | shall begin on 1 <sup>st</sup> April in any year and end on the following 31 <sup>st</sup> March;  |
| FOIA  | shall mean the Freedom of Information Act 2000 as amended;   |
| Force Majeure Event                           | <p>means any circumstance not within HHIA's or a Partner Authority's reasonable control including, without limitation:</p> <ul style="list-style-type: none"> <li>(a) acts of God, flood, drought, earthquake or other natural disaster;</li> <li>(b) epidemic or pandemic;</li> <li>(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;</li> <li>(d) nuclear, chemical or biological contamination or sonic boom;</li> <li>(e) any change in law or other action taken by government or a public authority (other than a Partner Authority) which impacts</li> </ul> |

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|                              | <p>upon the HHIA or Partnership or the performance of the Shared Service;</p> <p>(f) collapse of buildings, fire, explosion or accident;</p> <p>(g) any labour or trade dispute, strikes, industrial action or lockouts;</p> <p>(h) non-performance by suppliers or sub-contractors; and</p> <p>(i) interruption or failure of utility service.</p>  |
| Functions Regulations        | shall mean the Local Authorities (Arrangements for the Discharge of Functions)(England) Regulations 2012 made under Sections 9EA, 9EB and 105 of the Local Government Act 2000;  |
| Functions Requirements       | shall mean the Requirements relating to arrangements under the Functions Regulations for the discharge of the Relevant Functions as set out in Schedule 2;   |
| Further Meeting              | shall have the meaning given to it in clause 7.10.2;   |
| Head of Paid Service         | shall mean the person designated by each of the Partner Authorities as their Head of Paid Service under Section 4 of the Local Government and Housing Act 1989 howsoever that post is titled;  |
| Head of Service              | shall mean an officer appointed by HCC to be the manager of the HHIA and responsible to the HHIA Board howsoever that post is titled;  |
| HCC                          | shall mean Hertfordshire County Council;   |
| HHIA                         | shall mean the Hertfordshire Home Improvement Agency established by and under this Agreement;  |
| HHIA Board                   | shall have the meaning given to it in clause 7.1;  |
| Initial Set Up Costs         | <p>shall include:</p> <p>(a) all one-off costs, claims, liabilities, expenses and payments (including payments made to terminate a Relevant Employee's employment for a reason solely or principally connected with a Relevant Transfer that is an economic, technical or organisational reason entailing changes in the workforce) referred to in the Business Case; and</p> <p>(b) such other costs, claims, liabilities, expenses and payments which have been approved by the HHIA Board;</p> <p>which have been in either case reasonably incurred by HCC in the establishment of the HHIA;</p> |
| Intellectual Property Rights | shall mean any and all patents, trademarks, service marks, copyright, database rights, moral rights, rights in a design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or   |



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|                                     | attached to such rights;   |
| Law                                 | shall mean any Act of Parliament or subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, any exercise of the Royal Prerogative, Common Law, any rule of law and any enforceable community right within the meaning of section 2 of the European Communities Act 1972, in each case in England;  |
| Local Government Ombudsman          | means a local commissioner (known as the Local Government Ombudsman) who is responsible for conducting investigations for the Commission for Local Administration in England (CLAE), which is a body of commissioners established under the Local Government Act 1974 and which, has the power to investigate complaints about councils (and certain other bodies) in England; |
| Mandatory DFG                       | shall mean a payment which is required to be made under the 1996 Act in relation to approved works where an application is correctly completed and submitted to the relevant authority;  |
| Monitoring Officer                  | shall mean the officer designated by each of the Partner Authorities to act as their Monitoring Officer under Sections 5 and 5A of the Local Government and Housing Act 1989;  |
| New Partner Authority               | shall mean a local authority which becomes or has become a party to this Agreement or any novation, variation or amendment to this Agreement after the Commencement Date;  |
| Nominated Representative            | shall have the meaning given to it in clause 7.1;  |
| Nominated Substitute                | shall have the meaning given to it in clause 7.2;  |
| Original District Partner Authority | shall mean an Original Partner Authority other than HCC;   |
| Original Meeting                    | shall have the meaning given to it in clause 7.10.1;   |
| Original Partner Authority          | shall mean an Authority which is a party to this Agreement on the Commencement Date;   |
| Operational Start Date              | shall mean 1 <sup>st</sup> September 2017 or such other date which the Original Partner Authorities may agree and the Original Partner Authorities may agree that there be a different Operational Start Date for any particular Original Partner Authority;   |
| Partner Authority                   | means an Original Partner Authority and any New Partner Authority;   |
| Partnership                         | shall mean the arrangements for the Shared Service as set out in and under this Agreement;   |
| Personal Data                       | shall have the meaning given to it in section 1 of the Data Protection Act 1998;   |
| Proposal                            | shall have the meaning given to it in clause 7.10.1;   |
| Relevant Employee                   | shall mean an employee that is the subject of a Relevant Transfer;   |
| Relevant Functions                  | shall mean:<br>(1) the functions of the District Partner Authorities under the 1996 Act; and   |

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|                                 | (2) any other functions relating to the delivery of the Shared Service which HCC would not have the power to exercise unless arrangements were made under the Functions Regulations for their exercise by HCC;  |
| Relevant Transfer               | shall mean a relevant transfer for the purposes of TUPE;  |
| Represented Partner Authorities | shall have the meaning given to it in clause 7.10.1;  |
| Request for Information         | shall have the meaning set out in FOIA or, as the case may be, EIR;   |
| Reserved Matters                | shall mean all of those matters listed as reserved matters in Schedule 3;   |
| Schedule                        | shall mean a schedule to this Agreement;  |
| Scheduled Meetings              | shall have the meaning given to it in clause 7.6;   |
| Scrutiny                        | shall mean the function of overview and scrutiny made in accordance with section 21 of the Local Government Act 2000;   |
| Service Plan                    | shall mean a plan which sets out the costs and income of the HHIA along with the objectives for delivery of the Shared Service;   |
| Shared Service                  | shall mean the services provided by the HHIA as set out in clause 8 and Schedule 1 to this Agreement;   |
| Standard Disclosure             | means a type of Criminal Records Check for spent and unspent convictions, cautions, reprimands and final warnings, which is required where the role is included in the list of eligible roles detailed in the Rehabilitation of Offenders Act (ROA) 1974 (Exceptions) Order 1975 and the role does not required an Enhanced Disclosure Check; |
| Statement of Account            | shall mean the income and expenditure statement for the HHIA to be presented to the HHIA Board in accordance with clause 10.5;  |
| TUPE                            | shall mean the Transfer of Undertakings (Protection of Employment) Regulations 2006 and/or any other regulations enacted for the purpose of implementing the EC Acquired Rights Directive 77/187 as amended or any replacement or amendment thereof;  |
| VAT                             | shall mean value added tax charged under the Value Added Tax Act 1994 or any similar tax from time to time replacing it or performing a similar fiscal function;  |
| Withdrawing Partner Authority   | shall have the meaning given to it in clause 16;  |
| Working Day                     | Monday to Friday excluding public and bank holidays in England; and   |
| Year One                        | means the period from 1 April 2017 to 31 March 2018, being the first Financial Year.  |

1.2 References to any statute or statutory provision (including any EU Instrument) shall, unless the context otherwise requires, be construed as

including references to any earlier statute or the corresponding provisions of any earlier statute, whether repealed or not, directly or indirectly amended, consolidated, extended or replaced by such statute or provision, or re-enacted in any such statute or provision, and to any subsequent statute or the corresponding provisions of any subsequent statute directly or indirectly amending, consolidating, extending, replacing or re-enacting the same, and will include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision.

- 1.3 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.4 Words importing the masculine gender include the feminine gender and vice versa and words importing the singular shall include the plural and vice versa, unless, in either case, the context otherwise requires.
- 1.5 A reference in this Agreement to any clause, paragraph or Schedule is, except where it is expressly stated to the contrary, a reference to a clause or paragraph of or Schedule to this Agreement.
- 1.6 Any reference to this Agreement or to any other document unless otherwise specified shall include any variation, amendment or supplements to such document expressly permitted by this Agreement or otherwise agreed in writing between the Partner Authorities.
- 1.7 Words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words unless inconsistent with the context, and the rule of interpretation known as ejusdem generis shall not apply.
- 1.8 The Schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Schedules.

## **2. Collaboration**

- 2.1 With effect from the Commencement Date the Original Partner Authorities shall collaborate in the establishment and subsequent operation of the HHIA and the HHIA Board.
- 2.2 From the Operational Start Date HCC shall provide the Shared Service through the HHIA in accordance with the provisions of this Agreement.
- 2.3 Nothing in this Agreement shall have the effect of requiring any Partner Authority to act in breach of their statutory functions or duties.

## **3. Statutory Powers and Arrangements for the Discharge of Functions**

- 3.1 Each Original District Partner Authority, being a local authority operating executive arrangements within the meaning of Part 1A of the Local Government Act 2000, and HCC agree that HCC shall exercise the Relevant Functions in order to deliver the Shared Service.
- 3.2 Each Original District Partner Authority shall, before the Operational Start Date in relation to that Original District Partner Authority, comply with its responsibility under the Functions Requirements set out in Part 1 of Schedule 2.
- 3.3 HCC shall, before the Operational Start Date, comply with its responsibility under the Functions Requirements set out in Part 2 of Schedule 2.

#### **4. Commencement and Duration**

- 4.1 This Agreement shall come into force on the Commencement Date and the Shared Service shall be delivered from the Operational Start Date and continue unless otherwise terminated in accordance with clause 17.

#### **5. Initial Set Up Costs**

- 5.1 Initial Set Up Costs will be split between the Original Partner Authorities in an equal share proportion.
- 5.2 Each District Partner Authority shall in equal proportion reimburse HCC for its share of the Initial Set Up Costs in accordance with clause 5.1 above as and when they arise during the course of the Agreement.
- 5.3 The Initial Set Up Costs shall include but not be limited to the types of expenditure listed in the Business Case.
- 5.4 In the absence of any other agreement between the Partner Authorities in respect of specified Initial Set Up Costs on a particular occasion, HCC shall claim any Initial Set Up Costs by invoicing the Partners.
- 5.5 If a District Partner Authority wishes to dispute any Initial Set Up Costs claimed by HCC, it shall adhere to the procedure set out in clause 19.

#### **6. New Partner Authorities**

- 6.1 Any local authority may join the Partnership as a New Partner Authority subject to:
  - 6.1.1 the written agreement of all of the Partner Authorities;
  - 6.1.2 the prospective New Partner Authority executing and entering into a Data Sharing Agreement with HCC in line with the pro forma set out in Schedule 5;

- 6.1.3 the prospective New Partner Authority complying with its responsibility under the Functions Requirements set out in Part 3 of Schedule 2;
  - 6.1.4 the prospective New Partner Authority being responsible for any redundancy costs it incurs or HCC or the HHIA incurs as a result of that prospective New Partner Authority joining the Partnership;
  - 6.1.5 the prospective New Partner Authority entering into an agreement which shall oblige them to comply with the terms of this Agreement; and
  - 6.1.6 the prospective New Partner Authority paying to HCC the aggregate of:
    - (a) the marginal costs identified by the Partner Authorities as being incurred by the Partnership as a result of the New Partner Authority joining; and
    - (b) any additional costs agreed by the HHIA Board at the time.
  - 6.2 The date of commencement of membership of the Partnership for the New Partner Authority shall be the date on which the Partner Authorities agree that all of the requirements set out in in a clauses 6.1.1 to 6.1.6 have been complied with.
- 7. The HHIA Board**
- 7.1 There shall be a group (to be known as “the HHIA Board”) made up of an officer nominated by each Partner Authority (“the Nominated Representative”) and each Nominated Representative shall be authorised by the Partner Authority who nominated him/her to take appropriate decisions on behalf of that Partner Authority.
  - 7.2 Each Partner Authority may, in addition to nominating a Nominated Representative under clause 7.1, nominate an officer as a substitute (“the Nominated Substitute”) to act in the absence of the Nominated Representative and, when acting in the absence of the Nominated Representative, the Nominated Substitute shall be deemed to be a member of the HHIA Board.
  - 7.3 The HHIA Board shall be responsible for the strategic direction of the HHIA.
  - 7.4 The activities of the HHIA Board shall include but shall not be limited to those listed in Schedule 3.
  - 7.5 The HHIA Board may address any poor performance of the HHIA and may serve notice of the extent of any improvement required on the Head of Service.
  - 7.6 The HHIA Board shall meet at least four times a year (“Scheduled Meetings”) and the Partner Authorities shall be given not less than fourteen

(14) clear calendar days' written notice of each meeting. Any Partner Authority may call an additional meeting on not less than fourteen (14) clear calendar days' written notice addressed to the Head of Service and copied to each other Partner Authority.

- 7.7 The number and dates of Scheduled Meetings for each Financial Year shall be agreed at a meeting of the HHIA Board in the third quarter preceding the start of the next Financial Year.
- 7.8 The HHIA Board shall have a quorum of two thirds of its full membership and no business shall be transacted at a meeting of the HHIA Board in the absence of a quorum.
- 7.9 Subject to clause 7.10, the HHIA Board may decide matters relating to the performance, management, strategic direction or development of the HHIA by majority vote of those attending a meeting.
- 7.10 The HHIA Board shall take a decision in respect of any Reserved Matter only by unanimous vote at a meeting at which all Partner Authorities are represented provided that:
  - 7.10.1 where a Partner Authority is not represented at a meeting ("the Original Meeting") at which a proposal relating to a Reserved Matter ("the Proposal") is supported by all of the Partner Authorities represented at the Original Meeting ("the Represented Partner Authorities") the Represented Partner Authorities may agree unanimously to proceed under Clause 7.10.2 below;
  - 7.10.2 the Represented Partner Authorities may unanimously resolve to serve notice on the Partner Authority not represented at the Original Meeting ("the Absent Partner Authority") that the Proposal will be considered again at a meeting of the HHIA Board to be held on a date and at a time specified in the notice ("the Further Meeting") and that, if the Absent Partner Authority is not represented at the Further Meeting, a decision on the proposal may be taken by unanimous vote of the Represented Partner Authorities;
  - 7.10.3 If the Absent Partner Authority is not represented at the Further Meeting, a decision on the proposal may be taken by unanimous vote of the Represented Partner Authorities provided that they are all represented at the Further Meeting.
- 7.11 The venue of the Scheduled Meetings shall rotate between the Partner Authorities. The Chair of the HHIA Board shall rotate annually in an order as determined by the HHIA Board.
- 7.12 The role of the Chair of the HHIA Board in relation to a Scheduled Meeting or additional meeting shall be:
  - 7.12.1 to discuss the agenda with the Head of Service before the relevant meeting; and

7.12.2 to lead the discussion and manage the agenda at the meeting.

- 7.13 The Head of Service shall arrange for the giving of all notices relating to and for keeping minutes of meetings of the HHIA Board.
- 7.14 The Head of Service shall attend or be represented at all meetings of the HHIA Board and may invite other officers to attend for individual agenda items.
- 7.15 A Partner Authority may invite an observer (internal or external to their organisations) to attend a meeting of the HHIA Board subject to notifying the Head of Service and the other Partner Authorities of their intention to do so not less than seven (7) clear calendar days' in advance of the meeting and shall take into account any reasonable requests or objections.

### **8. The Shared Service**

- 8.1 Subject to HCC recovering its costs in accordance with clauses 10 and 13, HCC shall provide the Shared Service as set out in Schedule 1.
- 8.2 Following representations, if any, from the Partner Authorities (collectively or individually) and / or the HHIA Board, each year the Head of Service shall prepare a draft rolling three (3) year Service Plan for presentation to the HHIA Board by October each year for approval.
- 8.3 The Service Plan shall include the Financial Year's commitment (which will be based on a three year expenditure and income forecast with the balance predicted on the Statement of Account).
- 8.4 Approval of the Service Plan shall be a Reserved Matter.
- 8.5 Any dispute over the draft Service Plan shall be dealt with in accordance with the provisions of clause 19.
- 8.6 The Head of Service shall provide the following reports/plans to the HHIA Board:
  - 8.6.1 a quarterly and half yearly update against the work in the Service Plan, identifying significant changes; and
  - 8.6.2 an Annual Report to the Scheduled Meeting in the summer each year on the outcomes against the Service Plan for the preceding year identifying significant changes.
- 8.7 The Shared Service shall be delivered in accordance with the following key controls:
  - 8.7.1 the Head of Service shall have direct access to each Partner Authority's officers and any information that is considered to be relevant for the delivery of the Shared Service;

- 8.7.2 the Chief Finance Officer and the Monitoring Officer of each Partner Authority shall have direct access to the Head of Service and any information held by the HHIA relating to their Partner Authority; and
- 8.7.3 compliance with any applicable regulations and codes of practice including but not limited to Better Care Fund guidance.

### **9. Obligations of the Partner Authorities**

- 9.1 Each Partner Authority shall:
  - 9.1.1 retain and administer capital and revenue budgets in connection with the Shared Service as provided in their respective areas; and
  - 9.1.2 arrange for attendance at meetings as reasonably required.

### **10. Budget and Financial Arrangements**

- 10.1 The DFG allocation from central government to the District Partner Authorities shall be transferred to the HHIA annually instead of being paid over to the District Partner Authorities by HCC. For Year One only, as the HHIA will only be operating fully for half of Year One, half of the allocation shall be transferred to the District Partner Authorities as normal, and the other half shall be retained within the HHIA. The District Partner Authorities hereby individually and jointly consent to HCC annually transferring their financial allocations for the DFG within the Better Care Fund award made by central government each year to the HHIA.
- 10.2 The Head of Service shall take into account the Budget for the following Financial Year when proposing the Fee Level to be presented to the HHIA Board in accordance with clause 10.3.3.
- 10.3 At the Scheduled Meeting in September of each Financial Year the Head of Service shall present for the HHIA Board's approval:
  - 10.3.1 the Budget for HHIA together with such supporting information as is considered reasonable to enable the HHIA Board to effectively analyse what is being presented;
  - 10.3.2 a three year expenditure and income forecast with the balance predicted on the Statement of Account; and
  - 10.3.3 the Fee Level that shall apply in the following Financial Year taking into account the three year financial forecast.
- 10.4 In the first year of operation, fee income generated by the HHIA will be distributed among the Partner Authorities until each Partner Authority has reached a revenue neutral position as described in the Business Case. This



entails each District Partner Authority being asked to contribute no more than their 2016/17 revenue budget for DFG. Any other surpluses will then be retained for joint investment in the service. This arrangement will be reviewed by the HHIA Board in Year One, and a decision taken on the approach going forward.

- 10.5 The Head of Service shall ensure that a Statement of Account shall be circulated to the Partner Authorities by 30 April following the end of the Financial Year to which the Statement of Account relates and the Statement of Account shall be discussed at the following Scheduled Meeting.
- 10.6 If the Statement of Account for a Financial Year shows a deficit, and financial forecasts show that this is not able to be remedied over a three year period, the District Partner Authorities shall indemnify HCC in accordance with clause 15. The HHIA Board shall have oversight and agreement of any such charges requested. Alternatively if the Statement of Account for a Financial Year is showing a surplus, a decision shall be taken at HHIA Board, which shall be a Reserved Matter, whether to reimburse the Partner Authorities or whether to invest this surplus jointly either in the Shared Service or in another project.
- 10.7 HCC shall provide a statement of activity carried out every quarter ("Activity Statement") for each District Partner Authority which shall include information to show that each District Partner Authority's allocation has been 'ring-fenced' to that District Partner Authority's residents/ geographical area.
- 10.8 Where a District Partner Authority disputes any aspect of the Activity Statement then that District Partner Authority must raise such dispute with the Head of Service as quickly as possible and that dispute shall be determined in accordance with clause 19.
- 10.9 The Charges that shall be paid by a New Partner Authority and any variation in the Fee Level that shall be paid by a New Partner Authority shall be discussed by and approved by the HHIA Board prior to membership of that New Partner Authority being accepted.
- 10.10 The HHIA will seek to spend the entire grant allocation in the Financial Year to which it relates. If any unspent grant remains at the end of the Financial Year, this should be used as soon as possible in the next Financial Year before any new Financial Year grant allocations are used.

## **11. Monitoring and Review**

- 11.1 The Shared Service shall carry out quarterly and annual reviews of the operation of this Agreement and the provision of the Shared Service and shall promptly report the findings of these reviews to the HHIA Board.

- 11.2 The annual and quarterly reviews of the Shared Service shall include the identification of performance measures and outputs to the HHIA Board which show:
- 11.2.1 how far the aims of the Partnership are being achieved in delivering the Shared Service;
  - 11.2.2 the extent to which outputs including timescales and milestones for the Shared Service are being met; and
  - 11.2.3 the extent to which agreed outcomes for the Shared Service are being fulfilled and targets met.
- 11.3 On request by the HHIA Board (but such requests shall not be more frequent than once per year) the Head of Service shall carry out a review of how the provision of the Shared Service through this Agreement compares with other possible methods of delivery of the Shared Service, both in general and with specific regard to value for money and efficiencies.

### **12. Staff**

- 12.1 The Partner Authorities each agree to provide human, financial and other resources as required and sufficient to deliver the Shared Service for the duration of this Agreement. HCC shall be responsible for paying the occupational therapy staffing costs.
- 12.2 The Partner Authorities acknowledge that transfers between public administrative functions are not technically covered by TUPE; however, the Cabinet Office Statement of Practice provides, in these cases, that staff should be offered terms which are no less favourable than if TUPE applied.
- 12.3 In relation to redundancy costs:
- 12.3.1 any redundancy costs incurred by a local authority joining the Partnership as a New Partner Authority shall be incurred by that local authority alone;
  - 12.3.2 if any Partner Authority withdraws from this Agreement and that withdrawal directly results in a redundancy from across the HHIA then the Withdrawing Partner Authority shall meet the costs of the redundancy; and
  - 12.3.3 in all other cases such costs shall be shared by the Partner Authorities.

### **13. Support Services**

- 13.1 HCC shall provide support services to the HHIA on the same basis as HCC provides such support services to other in-house services. The support services provided shall include but not be limited to those set out in

Schedule 1 and be recovered by HCC via the budget and financial arrangements in clause 10.

- 13.2. Subject to clause 13.3, HCC shall treat the costs of such support as referred to in clause 13.1 as part of the costs of the Shared Service, along with the costs of appropriate IT hardware and software.
- 13.3 Each Partner Authority shall provide appropriate accommodation and facilities for the provision of occasional hot-desking to be made available for the use by the Partnership for mobile working free of charge.
- 13.4 The Head of Service shall be entitled to procure in accordance with the Budget such support services or other resources as they consider may be necessary to deliver the Service Plan, the costs of which shall be treated as costs of the Shared Service. Procurement shall be in line with HCC's constitution.
- 13.5 For the avoidance of doubt, where the effect would be to increase the financial contribution payable by any Partner Authority in the Service Plan for any year, clause 13.4 shall not authorise the Head of Service to procure additional support services without the prior consent of the HHIA Board.

### **14. Insurance**

- 14.1 HCC shall ensure that insurance cover of at least the following minimum amounts is effected and maintained and notified annually to the HHIA Board in respect of:
  - 14.1.1 £50 million public liability insurance;
  - 14.1.2 £50 million employer's liability;
  - 14.1.3 £5 million professional indemnity insurance; and
  - 14.1.4 £10 million medical malpractice insurance.

### **15. Liabilities & Indemnities**

- 15.1 All losses, claims, expenses, actions, demands, costs and liability incurred in relation to this Agreement shall be shared by the Partner Authorities on such terms as may be agreed from time to time between the Partner Authorities. In the absence of any such agreement, such amounts shall be shared equally between the Partner Authorities.
- 15.2 Each and every Partner Authority shall (and hereby undertakes with every other Partner Authority to) indemnify HCC against and/or contribute to and pay a share of all or any liabilities claims costs and/or expenses of or incurred by HCC arising out of or in connection with or in the course of or as

a result of it fulfilling its obligations under this Agreement with the intent that the Partner Authorities shall be jointly liable to indemnify HCC in respect of all such liability claims costs and/or expenses.

PROVIDED THAT such indemnity on the part of the Partner Authorities shall not extend to liabilities or claims arising or costs and/or expenses incurred by reason or in consequence of any of the following by HCC:

15.2.1 breach by HCC of its obligations under this Agreement;

15.2.2 negligence, misconduct, or

15.2.3 breach of Law.

15.3 For the avoidance of doubt the reference to Partner Authorities in clause 15.1 includes HCC and as such any amounts claimed under the indemnity referred to in clause 15.2 given by the District Partner Authorities to HCC shall be assessed on the basis that HCC shall bear its share of the amounts referred to in clause 15.1.

15.4 The amount due from each District Partner Authority under clause 15.2 in respect of any quarter in a Financial Year shall be deducted by HCC at the end of that quarter and reported via the Activity Statement referred to in clause 10.7.

15.5 The Partner Authorities reserve the right to recover from a Partner Authority the cost of any liabilities which have been caused by that Partner Authority and which are discovered after that Partner Authority withdraws from this Agreement or this Agreement has ended.

15.6 Any changes to funding regimes and/or costs arising as a result of legislative change shall be discussed at the HHIA Board and shared between the Partner Authorities on such terms as may be agreed by the Partner Authorities. In the absence of any such agreement, such amounts shall be shared equally between the Partner Authorities.

15.7 Each Partner Authority shall at all times take all reasonable steps within its powers to minimise and mitigate any loss for which it is seeking reimbursement from any of the other Partner Authorities.

15.8 This clause 15 shall survive the determination of this Agreement.

## **16. Withdrawal from Partnership**

16.1 Any Partner Authority may withdraw from this Agreement in accordance with the following procedure.

- 16.2 Any Partner Authority that wishes to withdraw from this Agreement (“the Withdrawing Partner Authority”) shall give not less than twelve (12) months' notice to the each of the other Partner Authorities of its intention to do so.
- 16.3 In the event that any Partner Authority gives notice of its intention to withdraw from this Agreement in accordance with clause 16.2 and the intended withdrawal date is within three (3) years of the Operational Start Date then HCC (or the Partner Authority nominated by the remaining Partner Authorities in the event that HCC is the Withdrawing Partner Authority) shall consult all the other Partner Authorities upon which such notice has been served giving due consideration to ensuring that the HHIA is left in no better nor no worse position as a result of the Withdrawing Partner Authority exercising its right to withdrawal than if the Withdrawing Partner Authority had not withdrawn until the third anniversary of the Operational Start Date. The consultation shall include but not be limited to consideration of:
- 16.3.1 any loss of funding which may arise from such withdrawal to include any non-payment, clawback or repayment of such funding;
  - 16.3.2 any increased costs to the remaining Partner Authorities in operating this Agreement or otherwise;
  - 16.3.3 any redundancy costs to be paid in accordance with clause 12.3.2 or other employment or staffing costs;
  - 16.3.4 any other loss, liability, damage, claim or expense which would be incurred by the other Partner Authorities by reason of such withdrawal from this Agreement; and
  - 16.3.5 whether as a result of the withdrawal the HHIA should cease to operate or whether any revision would be required to the governance arrangements under which the HHIA operates.
- 16.4 Any Withdrawing Partner Authority wishing to withdraw from this Agreement in accordance with clause 16.3 undertakes as a condition of such withdrawal to make, prior to withdrawal, such reasonable payment or payments as shall be determined in accordance with clause 16.3 and approved by the HHIA Board and no notice of withdrawal under clause 16.3 shall take effect unless and until such payment has been made.
- 16.5 Any Withdrawing Partner Authority (whether or not this is within three (3) years of the Operational Start Date) hereby acknowledges and confirms that it will remain liable for and will make any payments that are due in respect of its membership of the HHIA under this Agreement whether or not such sums are claimed before or after the date on which the Withdrawing Partner Authority's twelve (12) months' notice expires.
- 16.6 The Head of Service shall carry out a review of the Fee Level immediately after notice is given of any withdrawal of a Withdrawing Partner Authority in accordance with this clause 16 and shall bring the outcome of any such review and any proposals to a meeting of the HHIA Board.

- 16.7 A Partner Authority which withdraws from the Partnership (whether or not this is within three (3) years of the Operational Start Date) shall indemnify and shall be liable to the remaining Partner Authorities for any costs, losses or damages suffered by the remaining Partner Authorities by reason of the withdrawal arising out of or relating to:
- 16.7.1 any act, omission, negligence or default by the Withdrawing Partner Authority or its employees, agents and subcontractors in the provision of the Shared Service;
  - 16.7.2 any claim or action made or commenced by an employee, agent or sub-contractor of the Withdrawing Partner Authority against any one or more remaining Partner Authorities;
  - 16.7.3 any legal proceedings including without limitation arbitration and tribunal proceedings that commenced prior to the withdrawal of the Withdrawing Partner Authority that affect the remaining Partner Authorities; and
  - 16.7.4 any material breach by the Withdrawing Partner Authority of the terms of this Agreement.

### **17. Termination of Partnership**

- 17.1 The HHIA Board may terminate this Agreement in accordance with clause 16.3.5 or Schedule 3 upon terms agreed by it.
- 17.2 Upon termination of this Agreement in accordance with clause 16.3.5 or Schedule 3 or the withdrawal of any District Partner Authority from this Agreement in accordance with clause 16 all Intellectual Property Rights in any works created in advance of the provision of the Shared Service shall re-vest in the relevant Partner Authority and HCC shall cooperate in the prompt transfer thereof including but not limited to the physical transfer of any data held by HCC and passwords required to access any electronic files. The Partner Authorities shall reach agreement with regard to any Intellectual Property Rights that have vested in HCC in accordance with clause 20.1. The presumption shall be that the Partnership shall retain ownership of Intellectual Property Rights and grant appropriate licences to any Withdrawing Partner Authority in order to enable the Withdrawing Partner Authority to reasonably resume service provision outside of the Partnership.
- 17.3 It shall be the duty of all of the Partner Authorities to try to minimise any losses arising from the termination of this Agreement and all Partner Authorities shall use their best endeavours to offer priority redeployment to any staff employed by HCC in the provision of the Shared Service and by helping to seek alternative employment for them.
- 17.4 All costs arising directly as a result of termination of this Agreement and the cessation of the operation of the HHIA shall be borne equally by the Partner

Authorities (which shall, for the avoidance of doubt, include any Partner Authority or Authorities withdrawing from the Partnership in accordance with clause 16).

### **18. Variation**

- 18.1 This Agreement may only be varied by written agreement of all the Partner Authorities.

### **19. Dispute Resolution**

- 19.1 In the event of any dispute arising in relation to this Agreement or the HHIA, this should be referred initially to the Head of Service.
- 19.2 If the Head of Service and the Partner Authority in dispute are unable to resolve the matter within one (1) month, they shall refer the dispute to the HHIA Board.
- 19.3 If the HHIA Board is unable to resolve the matter within two (2) months of it being referred to it, they shall refer the dispute to the Head of Paid Service (or equivalent) of each Partner Authority in dispute.
- 19.4 If the Heads of Paid Service (or equivalent) of the relevant Partner Authorities are unable to resolve the matter within two (2) months of it being referred to them, they shall agree any further dispute resolution procedure that they deem is appropriate. This may include a reference of the dispute to the Centre for Effective Dispute Resolution (CEDR).
- 19.5 The Head of Service shall bring to the attention of the Partner Authorities without undue delay any circumstances of which he/she becomes aware that do or may give rise to any conflict of interest or dispute between the Partner Authorities in relation to the HHIA and/or this Agreement.

### **20. Intellectual Property**

- 20.1 Any Intellectual Property Rights created through the establishment and running of the HHIA shall vest in HCC and be held on behalf of the Partner Authorities. This shall include but is not limited to processes, procedures, methodology and manuals.
- 20.2 For the avoidance of doubt, any Intellectual Property Rights in reports and documents produced for a Partner Authority as a result of the delivery of the Shared Service shall vest in the relevant Partner Authority.

- 20.3 Nothing in this clause 20 shall operate to prevent or make difficult the sharing of good practice between the Partner Authorities.

### **21. Notices**

- 21.1 Any demand, notice or other communication given in connection with or required by this Agreement shall be made in writing and shall be delivered to, or sent by pre-paid first class post to, the Nominated Representative of the relevant Partner Authority at the address stated at the beginning of this Agreement (or such other address as may be notified in writing from time to time).

- 21.2 Any such demand, notice or communication shall be deemed to have been duly served:

21.2.1 if delivered by hand, when left at the proper address for service; or

21.2.2 if given or made by pre-paid first class post, two (2) Working Days after being posted;

provided in each case that if the time of such deemed service is either after 4.00 pm on a Working Day or on a day other than a Working Day service shall be deemed to occur instead at 10.00 am on the next following Working Day.

### **22. Data Protection**

- 22.1 The Partner Authorities shall at all times:

22.1.1 comply with Data Protection Legislation, including maintaining a valid and up to date registration or notification under Data Protection Legislation, including but not restricted to any data processing to be performed in connection with this Agreement; and

22.1.2 comply with the data sharing agreement(s) entered into, the pro forma of which is set out in Schedule 5.

- 22.2 In the event of any potential or actual conflict between the Data Protection Legislation and a data sharing agreement then the relevant Partner Authorities and or the HHIA shall consult with HCC's Information Governance Unit in order to agree the most appropriate action.

- 22.3 HCC shall only undertake processing of Personal Data reasonably required in connection with the operation of this Agreement.

- 22.4 HCC shall not disclose Personal Data to any third parties other than:



22.4.1 to employees and contractors to whom such disclosure is necessary in order for HCC to comply with its obligations under this Agreement; or

22.4.2 to the extent required to comply with a legal obligation.

### **23. Freedom of Information**

23.1 The Partner Authorities are public authorities as defined within the FOIA and the EIR and therefore recognise that information relating to this Agreement may be the subject of a Request for Information.

23.2 The HHIA and each Partner Authority shall assist any of the other Partner Authorities in complying with their obligations under FOIA and EIR, including but not limited to assistance without charge in gathering information to respond to a Request for Information.

23.3 Any Partner Authority shall be entitled to disclose any information relating to this Agreement and the Shared Service in response to a Request for Information, save that in respect of any Request for Information which is in whole or part a request for Exempt Information:

23.3.1 the Partner Authority which receives the Request for Information shall circulate the Request for Information and shall respond to any queries raised by any other Partner Authority; and

23.3.2 the Partner Authority which receives the Request for Information shall in good faith consider any representations raised by other Partner Authorities when deciding whether to disclose Exempt Information SAVE THAT the Partner Authority which receives the Request for Information shall retain the right to determine at their absolute discretion how to respond to the Request for Information.

23.4 A Partner Authority (or the HHIA) will not be liable to any other Partner Authority (or the HHIA) for any loss, damage, harm or detrimental effect arising from or in connection with the disclosure of information in response to a Request for Information.

### **24. Safeguarding**

24.1 The HHIA shall comply at all times with HCC's Adult and Child Safeguarding policies and procedures (as may be amended from time to time) in the provision of the Shared Service.

24.2 The HHIA shall have in place comprehensive procedures for reporting of and managing allegations against staff which demonstrates the promotion of the safety and welfare of children and/or adults at risk and are compliant with statutory requirements.

- 24.3 The HHIA shall fulfil its legal obligations in relation to carrying out and repeating Criminal Records Checks and checking staff through the DBS or Disclosure Scotland (as appropriate) and the relevant national or local safeguarding authority.

### **25. Information and Confidentiality**

- 25.1 The Partner Authorities shall keep confidential all matters relating to this Agreement unless it is already in the public domain or the HHIA Board agrees that it may be disclosed and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any matter relating to this Agreement.

- 25.2 Clause 25.1 shall not apply to:

25.2.1 any disclosure of information that is reasonably required by persons engaged in the performance of their obligations under this Agreement;

25.2.2 any matter which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause;

25.2.3 any disclosure to enable a dispute to be resolved under clause 19;

25.2.4 any disclosure which is required by any Law (including any order of a court of competent jurisdiction), any Parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of Law, or by the Local Government Ombudsman;

25.2.5 any disclosure of information which is already lawfully in the possession of the receiving party prior to its disclosure by the HHIA or a Partner Authority;

25.2.6 any disclosure by a party to this Agreement to a department, office or agency of the Government;

25.2.7 any disclosure for the purpose of the examination and certification of the accounts of a Partner Authority.

- 25.3 Where disclosure is permitted under clause 25.2, the recipient of the information shall be subject to the same obligation of confidentiality as that contained in this Agreement.

### **26. Scrutiny and Audit Committees**

- 26.1 Scrutiny remains the responsibility of each Partner Authority.

- 26.2 The relevant committee of each Partner Authority charged with audit shall have the right to inspect any documents relating to this Agreement and to require the Head of Service to answer any questions raised by them.

### **27. Audit**

- 27.1 HCC shall keep separate accounts with respect to the HHIA and these shall be open to inspection by the Partner Authorities.
- 27.2 HCC shall undertake an internal audit review of the HHIA and the Shared Service by 31<sup>st</sup> August 2018. A decision shall be made by the HHIA Board in respect of the timing of subsequent audits.

### **28. VAT**

- 28.1 Under the terms of this Agreement, where HCC acts under the statutory power conferred upon it by each District Partner Authority under the Functions Regulations, or otherwise agrees to deliver activities on behalf of the Partnership that are outside the ambit of the Functions Regulations but are within other regulations which constitute a special legal regime, it is considered that any sums that may arise (in particular but not limited to clause 15), are not consideration for a supply of goods or services and are outside for the scope of VAT.
- 28.2 Without prejudice to clause 28.1, where a District Partner Authority or HM Revenue and Customs believes that this Agreement gives rise to a taxable supply to one or more of the other District Partner Authorities, the recipients of the supplies will on the production of valid Value Added Tax invoices, pay to the supplying District Partner Authority, a sum equal to the Value Added Tax in addition to any other consideration.
- 28.3 All sums identified within this Agreement are exclusive of VAT or any tax replacing it.
- 28.4 Where the Partnership levies an agency fee to a client awarded a Disabled Facilities Grant under the 1996 Act, HCC will treat this as a supply of services to the client and account for output tax to HM Revenue and Customs in accordance with their current policy as to the treatment of such payments. However, the Partner Authorities acknowledge that taxable treatment of agency payments is at the time of the Commencement Date subject to litigation and in the event that these fees are found to be non-taxable, with retrospective application, HCC will take appropriate steps to seek to recoup overpaid output tax back to Partnership funds and the District Partner Authorities and the HHIA shall provide reasonable assistance to the HCC in this regard if required.

### **29. Force Majeure**

- 29.1 On the occurrence of a Force Majeure Event which impacts upon the Shared Service, the HHIA and/or the Partner Authority affected shall notify the Head of Service (if it is a District Partner Authority impacted) and the other Partner Authorities within 48 hours or as soon as otherwise reasonably practicable. The Partner Authorities shall meet as soon as reasonably practicable to consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of the Shared Service.
- 29.2 The Partner Authorities shall be released from their respective obligations in the event that a Force Majeure Event renders the performance of this Agreement not reasonably practicable for a continuous period of 42 days whereupon all money due to HCC under this Agreement shall become due immediately and clause 17 shall apply.

### **30. Severance**

- 30.1 If at any time any clause or part of a clause or Schedule or part of a Schedule to this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect:
- 30.1.1 the Partner Authorities shall in good faith amend this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision to the extent that such spirit and intention is consistent with the Laws of that jurisdiction and so that the amended clause complies with the Laws of that jurisdiction; and
- 30.1.2 if the Partner Authorities cannot agree upon the terms of any amendment within one (1) month of the date upon which a clause was determined to be wholly or partly illegal, invalid or unenforceable by any court, tribunal or administrative body of competent jurisdiction, the dispute will be determined in accordance with the clause 19.

### **31. Complaints and the Local Government Ombudsman**

- 31.1 Any complaints in respect of the Shared Service or the HHIA shall be dealt with in accordance with the principle that it will be handled by the Partner Authority that was responsible for the administration of the task, act or omission complained about. In the event that the HHIA was responsible then the complaint shall be dealt with by the Head of Service.
- 31.2 HCC shall ensure that a complaints procedure is in place from the Operational Start Date in respect of complaints about the HHIA. The Partner

Authorities shall be responsible for complaints which relate to their own services through their usual corporate complaints procedure.

- 31.3 In the event of a complaint to the Local Government Ombudsman involving activities in respect of the HHIA or the Shared Service, the Partner Authorities shall give HCC and the Local Government Ombudsman every assistance in the investigation of the complaint, including co-operating fully and promptly in every way required by the Local Government Ombudsman during the course of that investigation.

### **32. Contracts (Rights of Third Parties) Act 1999**

The Partner Authorities do not intend that any of the terms of this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

### **33. Entire Agreement**

This Agreement contains the whole agreement between the Partner Authorities relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the Parties relating to the governance of the HHIA.

### **34. Governing Law**

This Agreement shall be governed by the Laws of England and the parties submit to the exclusive jurisdiction of the courts of England.

This Agreement has been entered into on the date stated at the beginning of it.

**Signed** on behalf of:

**BROXBOURNE BOROUGH COUNCIL**

by

Signature: .....

Name (Block Capitals) .....

Title .....

Signature: .....

Name (Block Capitals) .....

Title .....

**Signed** on behalf of:  
**EAST HERTFORDSHIRE DISTRICT COUNCIL**

by

Signature: .....

Name (Block Capitals) .....

Title .....

Signature: .....

Name (Block Capitals) .....

Title .....

**Signed** on behalf of:  
**HERTFORDSHIRE COUNTY COUNCIL**

by

Signature: .....

Name (Block Capitals) .....

Title .....

Signature: .....

Name (Block Capitals) .....

Title .....

**Signed** on behalf of:  
**NORTH HERTFORDSHIRE DISTRICT COUNCIL**

by

Signature:

Name (Block Capitals)

.....  
.....

Title

.....

Signature:

.....

Name (Block Capitals)

.....

Title

.....

**Signed** on behalf of:  
**WATFORD BOROUGH COUNCIL**  
by

Signature:

.....

Name (Block Capitals)

.....

Title

.....

Signature:

.....

Name (Block Capitals)

.....



Title

.....

### **SCHEDULE 1**

#### **SHARED SERVICE**

#### **1. Purpose of the Schedule**

- 1.1. This Schedule describes the services to be provided by the Home Improvement Agency (HHIA).

#### **2. Summary of the Service provided**

- 2.1. The HHIA will provide a single end to end service for vulnerable and disabled people who need adaptations in their homes to allow them to live independent and healthy lives.
- 2.2. The HHIA is primarily, but not exclusively, geared to assist people who are applying for the mandatory Disabled Facilities Grant (DFG). It will also be able to assist people with other forms of discretionary and charitable funding, expertise, advice and information to reduce health hazards in the home.
- 2.3. The HHIA will operate in line with the principles of the Care Act 2014 and the Better Care Fund, and in accordance with the statutory duties contained within the Housing Grants, Construction and Regeneration Act 1996.
- 2.4. It will consist of a team of Caseworkers, Technical Officers and support staff who will be co-located and work directly with HCC's Occupational Therapists. The Service will guide and support applicants through the assessment and application processes, contract with suitable builders to carry out the works, and ensure that work is carried out to an appropriate standard.
- 2.5. By working in this way across several district areas, the HHIA will bring together the separate elements of the DFG application process, providing a more streamlined and efficient service to the partner authorities, and a clearer and swifter service to customers. The HHIA will also help customers access other funding streams, services or schemes which support independent living.
- 2.6. The HHIA will charge a fee for undertaking this work, which will be calculated based on a percentage of the cost of the works provided. This may be met through the DFG grant, or be charged to the applicant.
- 2.7. The work of the HHIA will be demand led, but will be appropriately promoted to the public, social care and health colleagues and other professionals to encourage take-up of the Service. Emerging research is showing that having adaptations completed can significantly improve outcomes for people with disabilities or frailty, delaying entry into residential care for an average of four years. Promotion of the Service

may be through digital channels (i.e. district and county websites, or through electronic newsletters), through press or other media releases, attendance at events or forums, or through leaflets, posters and other informational material.

### 3. Specification detail

#### 3.1. Core service

3.1.1. The core DFG service consist of:

- 3.1.1.1. first contact / referral;
- 3.1.1.2. triage;
- 3.1.1.3. assessment of environmental barriers for daily living;
- 3.1.1.4. technical home assessment;
- 3.1.1.5. approval of works required;
- 3.1.1.6. calculation of client contribution and eligibility for grant funding;
- 3.1.1.7. contracting and completion of works;
- 3.1.1.8. customer feedback

| Process               | Responsibility of                          | Description   |
|-----------------------|--|---|
| First contact         | Hertfordshire County Council, contact team | Advice and information gathering from customer or their representative about what may be required, and what the key issues for them are.<br><br>Initial screening process for needs, and investigation into what service would be most appropriate. |
| Professional referral | HHIA Caseworker / Trusted Assessor         | Customers are referred from other services directly into the HHIA<br><br>This may include a full or partial assessment of need, and information on the applicant which will inform the next stage of the process.                                   |
| Triage                | HHIA Caseworker / Trusted Assessor         | Deeper level information gathering about the customer, what their health needs are, financial circumstances, housing tenure and condition, other people in the household, and other information relevant to the application and needs assessment.   |

## Appendix 1

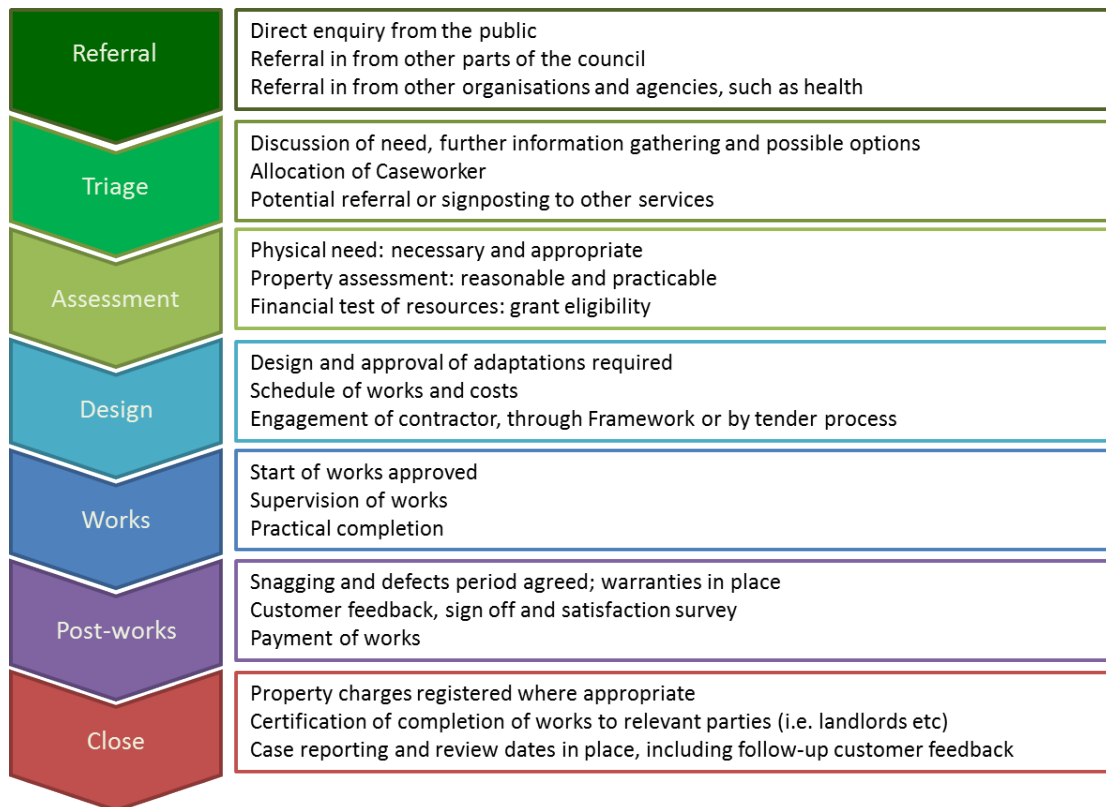
|  |                               |   |
|--|-------------------------------|---|
|  |                               | <p>Decision about course of action to take.</p> <p>Allocation to Caseworker / Trusted Assessor and identification of Occupational Therapist / Technical Officer / Trusted Assessor as appropriate.</p> <p>Arrangements for first visit if appropriate.</p>  |
| Visit                                    | Caseworker / Trusted Assessor | <p>First visit to the customer to assess needs and eligibility, and start paperwork process / preliminary test of resources.</p> <p>Discussion with customer on what will happen next and options</p> <p>Trusted Assessor assessment if appropriate</p>   |
| OT visit (if appropriate)                | Occupational Therapist        | <p>Assessment of an individual's needs that could be met or reduced through an adaptation. This may also include an assessment of other needs and referral for other council and professional services.</p>   |
| Technical officer visit (if appropriate) | Technical Officer             | <p>Assessment of the home for suitability for adaptation.</p> <p>Identification of other hazards in the home, for example through the Housing Health and Safety Rating System (HHSRS)</p> <p>Drawing of plans and writing schedule of works</p> <p>Assessing whether external expertise (such as architects or surveyors) is required</p> |
| Test of Resources                        | Caseworker                    | <p>Assessment of financial contribution by client.</p> <p>Sourcing of additional funding if required.</p> <p>If no grant is payable, then options discussed with the client, including benefits of 'nil grant' assessment.</p>  |
| Approval of works                        | Technical Team                | Approval of schedule of works   |

## Appendix 1

|                          |  |  |
|--------------------------|--|--|
| required                 | Leader<br>HHIA Head of<br>Service  | Authorisation to proceed to tendering or Framework processes for the engagement of contractors to carry out the works.   |
| Grant approval           | Technical Caseworker Team<br>Leader<br>HHIA Head of<br>Service   | Review of the whole case; ensure application is valid and complete; approval of works required, contribution, and calculation of grant to be awarded.<br><br>Confirmation of client eligibility for grant assistance.<br><br>Approval to commit Capital Grant and any discretionary funding if appropriate.<br><br>Approval to apply for external funding if required. |
| Engagement of contractor | Technical Officer /<br>Trusted Assessor /<br>Caseworker  | Standard work allocated through Contractor Framework<br><br>Complex work tendered on behalf of the client  |
| Supervision of work      | Technical Officer /<br>Trusted Assessor  | Site visits and liaison with contractor where required.<br><br>Signing off finished work as complete<br><br>Ensuring snagging or outstanding defects are rectified   |
| Financial requirements   | Caseworker / Trusted Assessor<br><br>Casework Team Leader / Technical Team Leader<br><br>HHIA Head of<br>Service | Receipt, appraisal and payment of contractor invoice<br><br>Register financial interest as a land charge if appropriate<br><br>Register warranties etc as appropriate  |
| Close case               | Caseworker   | Follow up visits / survey<br><br>Ensure all logs and records are complete<br><br>Ensure onward referrals are enacted<br><br>Close case   |

### 3.2. Additional Services

- 3.2.1. The HHIA may also carry out the following services in addition to the Core Service:
  - 3.2.1.1. Benefit eligibility and advice;
  - 3.2.1.2. Sourcing and applying for charitable funding for necessary works but where grant funding is not available;
  - 3.2.1.3. Handyperson services;
  - 3.2.1.4. Assistance, advice and information in relation to housing options where a current home is not suitable or cannot be adapted;
  - 3.2.1.5. Assistance and advice with moving home where adaptations are not suitable;
  - 3.2.1.6. Identifying potential energy efficiency measures to reduce excess cold in an individual's home, and to recommend or refer to suitable schemes where appropriate;
  - 3.2.1.7. Assistive Technology solutions which assist with living independently at home;
  - 3.2.1.8. Identifying other hazards in the home in line with the Housing Health and Safety Rating System, and referring to other agencies where necessary to ensure essential repairs are completed;
  - 3.2.1.9. Information, advice, signposting or onward referrals to other statutory and third sector services that may benefit the client or their family and carers;
- 3.2.2. This list is neither exhaustive nor exclusive, and the HHIA will seek and develop other opportunities to provide other related services which will benefit the Partners' residents.



### 3.3. Roles and responsibilities

3.3.1. The HHIA will directly employ the following staff:

3.3.2. Head of Service:

- 3.3.2.1. To oversee the day to day operation of the HHIA;
- 3.3.2.2. To develop and publish the HHIA Service Plan;
- 3.3.2.3. To report to, advise and receive direction from the HHIA Board;
- 3.3.2.4. To create and maintain strategic relationships between the HHIA and other statutory and third sector organisations, such as county and district councils, support organisations and local and national charities;
- 3.3.2.5. To create and maintain relationships between the HHIA and commercial and private organisations, such as housing providers and contractors, to include procuring, monitoring and updating any framework agreements that facilitate the delivery of the HHIA's services;
- 3.3.2.6. Management of the HHIA budget, including providing financial reports to the HHIA Board and Hertfordshire Chief Finance Officers group;
- 3.3.2.7. To recommend to the HHIA Board service improvement and opportunities for new services;
- 3.3.2.8. To make decisions as specified within the HHIA scheme of delegation, in relation to grant and discretionary funding;
- 3.3.2.9. To evaluate and sign off contract variations, including extensions of time, on complex adaptations in line with the HHIA scheme of delegation;
- 3.3.2.10. To determine on matters of dispute relating to quality of goods or services provided to the HHIA or customer, and to instigate an appropriate response (i.e. non-payment of invoice, claim against insurers, escalation etc);
- 3.3.2.11. To manage complaints received by the HHIA, and implement appropriate measures to rectify;
- 3.3.2.12. To contribute to strategic care, health and housing decision making as required to help meet local targets and objectives;
- 3.3.2.13. To prepare and maintain policies and procedures relating to the delivery of services and, where necessary, seeking approval/adoption of these;
- 3.3.2.14. Overseeing the marketing and promotion of the HHIA;
- 3.3.2.15. Identification of and implementation of measures to increase income into the service;



3.3.2.16. Other duties commensurate with the role, and as directed by the HHIA Board.

### 3.3.3. Business Development Manager

- 3.3.3.1. To investigate and develop opportunities for new services through innovative use of Disabled Facilities Grant Capital Funding, through short or long term local or national funding schemes, or through working with others to improve or enhance existing services;
- 3.3.3.2. To maintain data reporting systems, and analyse trends to inform strategic decisions and drive continuous service improvement;
- 3.3.3.3. To keep informed of and analyse national and local policy, and new or amended legislation to ensure the HHIA is meeting all its statutory and regulatory duties, is working to expected service standards, and is meeting or contributing to relevant local and national targets;
- 3.3.3.4. To liaise with Foundations, the national body for HHIA's, Care and Repair England, the College of OT and other HHIA's across the country to gather and consider best practice and new initiatives that could be translated into services in Hertfordshire;
- 3.3.3.5. Be responsible for co-ordinating customer satisfaction surveys;
- 3.3.3.6. Manage and prepare reports on key performance indicators and other metrics required by the Board and the Head of Service
- 3.3.3.7. Prepare and submit any statutory returns and similar performance reports;

### 3.3.4. Technical Team Leader

- 3.3.5. To manage, supervise and allocate work to Technical Officers, and provide advice in the event of a query;
- 3.3.6. To work with the Head of Service, Business Development Manager, and Casework Team Leader to investigate and develop new initiatives and best practice;
- 3.3.7. To advise on service improvement;
- 3.3.8. To undertake the technical aspects of extremely complex or contentious adaptations as required;

- 3.3.9. To evaluate and sign off contract variations, including extensions of time, on low level adaptations in line with the HHIA scheme of delegation;
  - 3.3.10. To advise the Head of Service where there is a matter of dispute relating to goods or services provided by a contractor;
  - 3.3.11. To sign off completed work, certified as complete by Technical Officers and Trusted Assessors;
  - 3.3.12. To authorise low level grant applications in line with the HHIA scheme of delegation;
  - 3.3.13. To oversee and manage the Contractor Framework, and advise on Specification amendments, quality standards and contract issues;
  - 3.3.14. To ensure that all data input is accurate and timely, and to run reports as required for monitoring and performance review;
  - 3.3.15. To liaise with Foundations, the national body for HHIA's, Care and Repair England, the College of OT and other HHIA's across the country to gather and consider best practice and new initiatives that could be translated into services in Hertfordshire;
- 3.4. Casework Team Leader
- 3.4.1. To manage, supervise and allocate work to Caseworkers and Trusted Assessors, and provide advice in the event of a query;
  - 3.4.2. To work with the Head of Service, Business Development Manager, and Technical Team Leader to investigate and develop new initiatives and best practice;
  - 3.4.3. To advise on service improvement;
  - 3.4.4. To undertake the casework aspects of extremely complex or contentious adaptations as required;
  - 3.4.5. To oversee the Triage activities, and advise on improvements and best practice;
  - 3.4.6. To ensure that all data input is accurate and timely, and to run reports as required for monitoring and performance review;
  - 3.4.7. To liaise with Foundations, the national body for HHIA's, Care and Repair England, the College of OT and other HHIA's across the country to gather and consider best practice and new initiatives that could be translated into services in Hertfordshire;

### 3.5. Caseworker

- 3.5.1. To act as the single point of contact for the customer, their family and carers as appropriate, and to act as the liaison between the customer and other parts of the adaptation service;
- 3.5.2. To manage the case from end to end, ensuring all steps are carried out, recorded and progressed as required;
- 3.5.3. To assist the customer with completing any application forms and other documentation required in relation to an application through the HHIA, and providing impartial advice as required;
- 3.5.4. To undertake appropriate checks to ensure previous applications (including nil grant determinations), property charges, or outstanding issues are acknowledged, linked to the new application and dealt with appropriately;
- 3.5.5. To undertake any test of resources or other financial assessments, required for grant or other assistance in relation to the work being carried out, where it is appropriate for them to do so;
- 3.5.6. To provide assistance where necessary in gathering evidence and permissions in relation to the case;
- 3.5.7. To undertake benefit checks, and to refer to appropriate support organisations where benefits are not being claimed but may be due;
- 3.5.8. To work with the customer to find charitable or other sources of funding for work that is not eligible for funding from the HHIA or where a contribution to the work is required, but where paying it would result in hardship;

### 3.6. Technical Officer

- 3.6.1. To work with the individual, caseworker and occupational therapist to design suitable adaptations to the home;
- 3.6.2. To draft the schedule of works for the adaptations, ensuring technical and legal requirements such as planning or building control conditions are met;
- 3.6.3. To ensure that requirements under the Construction and Design Management regulations (CDM) are fully complied with;
- 3.6.4. To work with contractors to ensure works are met to a high standard and are completed satisfactorily;
- 3.6.5. To evaluate any contract variations or unforeseen works, and recommend extensions to the cost or expected completion date if required;

- 3.6.6. To refer to the appropriate authority where action is required in respect of an assessment under the HHSRS, or other statutory duty;
- 3.7. Trusted Assessor
  - 3.7.1. To undertake non-complex functional assessments of an individual's ability to undertake day-to-day activities in the home;
  - 3.7.2. To undertake a low-level non-complex assessments for adaptations within the home, to meet an individual's needs;
  - 3.7.3. To work with the individual to complete any necessary forms or applications to get work done;
  - 3.7.4. To assist the individual to engage a contractor to undertake work, and to supervise and sign off the work during the construction period;
  - 3.7.5. To undertake a low level assessment of other hazards in the home, and make referral to another service if required
- 3.8. Administrative Officer
  - 3.8.1. To assist with monitoring, reporting, and data collection;
  - 3.8.2. To maintain data and case management systems, and implement, report or advise on upgrades, changes or faults within the systems;
  - 3.8.3. To assist with marketing, promotion and advertising activities;
  - 3.8.4. To undertake general administrative duties;
  - 3.8.5. To provide general advice to professionals and other officers of the councils, or to the general public as required;
- 3.9. Occupational Therapists will not be employed by the HHIA, but will work with the HHIA to deliver adaptations in a more streamlined way.
  - 3.9.1.1. To conduct an assessment in the customer's home, to establish whether and what adaptations, equipment or advice may be appropriate for them;
  - 3.9.1.2. To undertake any related assessment for other health and care needs which may be present, and undertake appropriate activities required to ensure those needs are

recorded and met, which may require referral or handover to an alternative or related service;

- 3.9.1.3. Where the customer lives in a district which is part of the HHIA, to work with the Technical Officers and Caseworkers to develop a suitable scheme of work to meet the adaptation needs of the customer, and work with the Technical Officer and Caseworker as necessary during the course of the adaptation;
- 3.9.1.4. To provide advice to staff in the HHIA where there is a functional or care enquiry;
- 3.9.1.5. Where the customer lives within a district which is not part of the HHIA, to complete the relevant activities required to make a recommendation for an adaptation or DFG application;

#### 4. Referrals

- 4.1. Referral into the HHIA may come direct from the public, from other services or agencies, or directly from Health or Social Care professionals.
- 4.2. Calls into the HHIA will come through the Hertfordshire Adult Social Care Access Service (SCAS) which will then forward requests to the HHIA.
- 4.3. Some referrals will come from Occupational Therapist working in other parts of the Social Care system, for example the Extended Involvement Team. In these cases, referral may come directly to the Casework Team Leader for allocation to a Caseworker or Trusted Assessor for progression (to be agreed).
- 4.4. The HHIA will accept recommendations for adaptations from external Occupational Therapists (such as those employed by the NHS or privately engaged by the customer) where the assessment has been carried out by a qualified Occupational Therapist who is registered with Health Care Professions Council. (to be agreed).
- 4.5. A referral on behalf of a customer may come from a professional, friend or neighbour, family member or any other person. However, acceptance of a referral from someone other than the customer does not allow the HHIA to discuss the details or progress of the case with them, without the written permission of the customer, unless there is an appropriate Power of Attorney or other legal provision in place which requires them to do so.
- 4.6. The HHIA will, from time to time, make referrals to other organisations, including the county and districts councils, if further needs are identified. These could be, for example, identification of hazards in the home which will require Environmental Health

support, further health or social care needs, or support needs which could be met through the third sector.

### **5. Contractor Management**

- 5.1. Building Contractors will be managed on behalf of the individual by the HHIA, including the obtaining of quotes, supervision of works, contract variations, and signing off the work as satisfactory.
- 5.2. The HHIA will engage contractors through either:
  - 5.2.1. The HHIA Contractor Framework, for non-complex, standardised works; or
  - 5.2.2. Through a tender process for complex, non-standard work.
- 5.3. Non-complex works will generally include (but is not exclusively restricted to) level access showers, stair-lifts, and ramps.
- 5.4. The Contractor Framework will be reviewed every [four] years, in accordance with the Framework specification.
- 5.5. Queries and issues arising during the course of the building work will be referred to the Technical Officers and Caseworkers for resolution. Works outside the DFG application, or in addition to the application will be considered, but must be approved by the HHIA.
- 5.6. Any variations to the contract, or unforeseen works must be approved by the Technical Team Leader or Head of Service as being necessary and appropriate before work related to the variation or unforeseen circumstances can be started, except in the event of an emergency where remedial work must be done to prevent harm or damage to property.
- 5.7. Home owners may, in some circumstances, be allowed to upgrade aspects of the build at their own expense (for example patterned tiles in bathrooms), but this must be agreed with the HHIA before work begins.
- 5.8. Work must be signed off as satisfactory by the HHIA before payment is made.

### **6. Monitoring and reporting**

- 6.1. The HHIA will be subject to certain controls and reporting mechanisms to ensure that it is delivering the service that it is designed to do, that it is delivering value for money while meeting high operational standards, and that each of the Partners is satisfied that it is working for the best interests of the Partnership and their residents.
- 6.2. The HHIA will provide the following reports:

## Appendix 1

|                     |   |  |
|---------------------|---|--|
| Annual Report       | <p>General overview of the HHIA's activities, including new services provided and links with other strategic considerations such as local district initiatives, BCF Plan and CCG objectives.</p> <p>Performance against published KPIs and targets</p> <p>Customer feedback and satisfaction rates</p> <p>Next 12 months expected targets</p> <p>Next 12 months intended service plan</p> | <p>HHIA Board</p> <p>Members</p> <p>Stakeholders</p> <p>Public</p> |
| Annual Service Plan | <p>Budget forecast for the next 12 months, extrapolated to 36 months</p> <p>Expected performance targets for the next 12 months</p> <p>New services in development or potential growth</p> <p>Marketing or promotional activities</p> <p>Identification of any gaps in resources, and plans to address any concerns.</p>  | HHIA Board   |
| Quarterly Report    | <p>Quarterly Performance against published KPIs and targets</p> <p>Quarterly performance against management PIs and targets</p> <p>Trends identified</p> <p>Next quarter adjusted targets</p> <p>Performance against service plan</p> <p>Complaints, compliments and comments received</p>  | HHIA Board   |
| Quarterly Statement | Financial metrics   | HHIA Board   |

|             |  |  |
|-------------|--|--|
| of Accounts | disaggregated to district level, including:<br>DFG Capital Grant spent and committed in total;<br>Fee income received;<br>Other funding received towards works, by type (i.e. charitable, discretionary)<br>Client contributions towards works received or invoiced. | Hertfordshire Chief Financial Officers group |
|-------------|--|--|

- 6.3. The HHIA will be subject to internal audit in the first full year of operation, and a view will be taken at that point on the frequency of subsequent audit arrangements. Each district will have the right to request information for their own auditing or scrutiny arrangements.
- 6.4. Customer feedback and evaluation will be carried out regularly, and this will focus on customer outcomes and service standards, as well as satisfaction with the processes of the application. Feedback will be incorporated into the Annual Report and be used to inform development of new services, and drive service improvement.

## 7. Working with other agencies

- 7.1. The HHIA will be working with vulnerable people who may be in receipt of services from other areas of the council, from their district council partners, or from other statutory or third sector organisations.
- 7.2. Wherever possible, and within the bounds of legislative and regulatory requirements, the HHIA will work collaboratively with these agencies to ensure that people receive a joined-up response to meeting their needs. The HHIA will work within the principles of Making Every Contact Count, and will refer to other agencies, with the individual's permission, where appropriate to do so.
- 7.3. The HHIA will be mindful of its Safeguarding duties as a public authority agency, and will ensure that all staff employed by it, and those contracted to it, are aware of where and how to report suspected abuse.
- 7.4. The HHIA will meet its statutory duties in relation to Data Protection and Data Sharing, and will ensure all personal data is treated appropriately and sensitively. All staff will be suitably trained in data management procedures.



### 8. Complaints, compliments and comments

- 8.1. Complaints, compliments and comments should be addressed to the Head of Service, who may delegate to the relevant Team Leader to investigate.
- 8.2. Any complaint against a member of staff employed by the HHIA will be guided by the Herefordshire County Council Complaints Procedure, and any grievance or disciplinary measures required will be instigated as appropriate.
- 8.3. Requests for a review of an Occupational Therapy Assessment will be carried out in accordance to that services' policy and procedures.
- 8.4. Any complaint made by an individual against a Contractor working in their home will be investigated by the Head of Service, and appropriate action taken.
- 8.5. All complaints, compliments and comments will be logged and reported to the HHIA Board quarterly, and will be used to drive continuous service improvement.

**SCHEDULE 3**  
**THE HHIA BOARD**

**A. Activities of the HHIA Board**

The activities of the HHIA Board shall include but shall not be limited to:

1. determining the strategic direction of the HHIA;
2. driving continuous improvement;
3. approving and monitoring any shared policies;
4. setting, monitoring and reviewing service and performance standards;
5. setting the Budget in September each year;
6. considering and, where appropriate, approving requests by HCC to recover costs, claims, liabilities, expenses and payments for Initial Set Up Costs in relation to the establishment of the HHIA;
7. considering opportunities for new business/ service areas;
8. informing and recommending policy in relation to and Mandatory and Discretionary DFG grants;
9. determining the Fee Level on the basis of reasonable information provided by the Head of Service;
10. monitoring the Statement of Accounts and Activity Statements relating to the HHIA;
11. oversight of procurement arrangements;
12. providing general supervision of the provision of the Shared Service;
13. reviewing the governance arrangements as set out in this Agreement;
14. considering the admission of prospective New Partner Authorities;
15. determining any payment due from a Partner Authority in accordance with clause 12.3;

16. contributing to, and providing information for, the Head of Service's performance appraisal;
17. receiving reports/ plans from the Head of Service;
18. considering any changes to funding regimes and/or determining costs arising as a result of legislative change in accordance with clause 15.6;
19. approving payment(s) to be made by any Withdrawing Partner Authority in accordance with clause 16;
20. resolving conflicts between competing interests amongst the Authorities collectively and individually relating to the HHIA, the HHIA Board and/or the Shared Service, including as part of the dispute resolution procedure in accordance with clause 19; and
21. considering the publication or release of confidential information relating to this Agreement.

### **B. Reserved Matters**

The following decisions of the HHIA Board are Reserved Matters:

1. approval of the Service Plan, including any in-year variations;
2. in accordance with clause 10.6, the decision whether to reimburse the Partner Authorities or to invest a surplus jointly either in the Shared Service or in another project;
3. the admission of a new Partner Authority; and
4. any termination of this Agreement.

**SCHEDULE 4**  
**BUSINESS CASE**

**Hertfordshire Shared Home  
Improvement Agency (HIA)**

**Final Business Case**

**February 2017**

**Jamie Sutterby- Assistant Director, Health  
Integration**

**Helen Maneuf - Assistant Director, Integrated  
Planning & Resources**



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### APPENDICES

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| Appendix A | Options Analysis                       |
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| Relevant papers available on request  |
|---|
| Shared Home Improvement Agency Function - Options Paper <ul style="list-style-type: none"><li>Presented to the Chief Executive's Co-ordination Group (CECG) in January 2016</li><li>Presented to HCFO in March 2016</li></ul> |
| Shared Home Improvement Agency Function - Financial Business Case <ul style="list-style-type: none"><li>Presented to HCFO in May 2016</li></ul>   |

| REVISION RECORD   |               |         |        |
|---|---------------|---------|--------|
| Author  | Creation Date | Version | Status |
| Jenny Howell  | 04/07/16      | 1       | Draft  |
| Inclusions from Helen Maneuf /<br>Jamie Sutterby / Hayley King                                    | 12/07/16      | 1.01    | Draft  |
| Updated following comments from<br>HCFO meeting on 21/07/2016                                     | 26/07/2016    | 2       | Draft  |
| Updated to include amended<br>information following HCFO meeting<br>on 21/07/2016                 | 18/08/2016    | 3       | Draft  |
| Updated to include Welwyn Hatfield<br>and to include some revised figures<br>from other districts | 23/01/2017    | 4       | Draft  |
| Updated to exclude Welwyn Hatfield  | 27/02/2017    | 5       | Draft  |



## EXECUTIVE SUMMARY

### Introduction

The purpose of this document is to establish the financial case and final business case for the setting up of a Shared Home Improvement Agency function.

Costings have been carried out for a small group of five authorities which have indicated a significant interest in progressing with the shared service, with a further authority presented as joining in Year Two.

**Table 1: Representation of authorities**

| <b>Year One<br/>Five authorities</b>  | <b>Year Two<br/>Six authorities</b>   |
|---|---|
| <ul style="list-style-type: none"> <li>• Broxbourne Borough Council (BBC)</li> <li>• East Herts Council (EHC)</li> <li>• Hertfordshire County Council (HCC)</li> <li>• North Hertfordshire District Council</li> <li>• Watford Borough Council (WBC)</li> </ul> | <ul style="list-style-type: none"> <li>• Broxbourne Borough Council (BBC)</li> <li>• East Herts Council (EHC)</li> <li>• Hertfordshire County Council (HCC)</li> <li>• North Hertfordshire District Council (NHDC)</li> <li>• Stevenage Borough Council (SBC)</li> <li>• Watford Borough Council (WBC)</li> </ul> |

### Vision and Objectives

The vision for the DFG proposal is to create a Shared Home Improvement Agency function inclusive of Disabled Facilities Grant service and integrated Occupational Therapy.

The background to the proposed new service is described in **Section 1**.

The objectives of a Shared Home Improvement Agency function are to:

- Ensure that all individuals in Hertfordshire who need housing adaptations to support independent living will have access to an appropriate service that is timely, accessible, equitable and fit for purpose to address rising demographic pressures
- Deliver a fully standardised service, enhancing operational efficiency, customer satisfaction and improving value for money
- Implement robust monitoring arrangements against key performance indicators
- Improve service resilience through joined up working, adopting a common methodology and service standards, sharing staff knowledge, skills and expertise
- Open up future opportunities to expand into private sector adaptations and align to wider Clinical Commissioning Group activity in order to maximise income generation, efficiency and value and impact of the DFG element of the Better Care Fund.

The strategic drivers and benefits are further described in **Section 2**.

### High Level Proposals

The preferred proposals recommended as a result of this Business Case are to:

- Provide a common framework for procuring contractors to deliver adaptations in clients' homes, and the centralisation of the assessment and administrative functions

- Deliver a professional Home Improvement function to meet the needs of the partner Councils and the requirements defined in Housing Grants, Construction and Regeneration Act 1996 and the Care Act 2014
- Ensure ongoing value for money of home improvement services in the Councils which participate in the Shared Service, in order to maximise the housing, health and social care system benefits of the DFG element of the Better Care Fund
- Governance of the shared service by a Memorandum of Understanding which will set out the detailed arrangements for the Shared Service. Partners will be required to sign up to the terms and conditions of this document for a set period of time in order to be part of the Shared Service.

The scope of the proposed Service is described in **Section 5**.

### Financial Summary

Total spend on DFG and HRA adaptations by district councils within the county has been of the order of an average of £6.2m per year in recent years. In addition, HCC funds minor works: £378k was budgeted for these in 2014/15. In the same year, District Council staffing costs totalled an estimated £624k, with HCC's Housing Occupational Therapy service delivered via Serco costing £804k.

A number of national developments created an opportunity to review the delivery of DFG within the county area and consider how to integrate provision of help with home adaptations across housing, health and social care system.

Table 2 – 6 below provide a summary of the current cost and funding position, and proposed ongoing cost of the Shared Home Improvement Agency Service.

### Table 2: Existing Cost & Funding - District Average Annual Cost of Home Improvement Services

Table 2 reflects the following

- Gross and net costs of running the Home Improvement service, and details how this is financed in each authority.

**Table 2: District Average Annual Cost of DFG and Home Improvement Related Spend**

The table below summarises the average annual cost of DFG and Home Improvement related services in all Hertfordshire district authorities.

|  | BBC           | DBC           | EHC           | HBC           | NHDC          | SADC          | SBC           | TRDC          | WBC           | WHBC          | Districts total |
|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|-----------------|
|  | £000s         | £000s         | £000s         | £000s         | £000s         | £000s         | £000s         | £000s         | £000s         | £000s         | £000s           |
| Running Costs                                      | 111           | 66            | 113           | 82            | 50            | 70            | 80            | 94            | 111           | 123           | 900             |
| Disabled Facilities Spend                          | 450           | 602           | 384           | 435           | 605           | 701           | 350           | 418           | 386           | 442           | 4,773           |
| HRA adaptations                                    | 0             | 0             | 0             | 0             | 0             | 0             | 500           | 0             | 0             | 0             | 500             |
| Gross cost of service                              | 561           | 668           | 497           | 517           | 655           | 771           | 930           | 512           | 497           | 565           | 6,173           |
| Agency fee income                                  | 0             | ( 35)         | 0             | 0             | ( 50)         | 0             | 0             | 0             | 0             | 0             | ( 85)           |
| <b>Net cost of service</b>                         | <b>561</b>    | <b>634</b>    | <b>497</b>    | <b>517</b>    | <b>605</b>    | <b>771</b>    | <b>930</b>    | <b>512</b>    | <b>497</b>    | <b>565</b>    | <b>6,088</b>    |
| Funded by  |               |               |               |               |               |               |               |               |               |               |                 |
| Grant  | ( 314)        | ( 366)        | ( 293)        | ( 295)        | ( 360)        | ( 291)        | ( 305)        | ( 250)        | ( 279)        | ( 316)        | ( 3,070)        |
| Revenue resources                                  | ( 56)         | ( 32)         | ( 113)        | ( 82)         | ( 12)         | ( 70)         | ( 80)         | 0             | ( 36)         | ( 123)        | ( 604)          |
| HRA resources (revenue and capital)                | 0             | 0             | 0             | 0             | 0             | 0             | ( 500)        | 0             | 0             | 0             | ( 500)          |
| Other capital financing (usually capital receipts) | ( 191)        | ( 236)        | ( 90)         | ( 140)        | ( 232)        | ( 409)        | ( 45)         | ( 262)        | ( 183)        | ( 126)        | ( 1,914)        |
| <b>Total financing</b>                             | <b>( 561)</b> | <b>( 634)</b> | <b>( 497)</b> | <b>( 517)</b> | <b>( 605)</b> | <b>( 771)</b> | <b>( 930)</b> | <b>( 512)</b> | <b>( 497)</b> | <b>( 565)</b> | <b>( 6,088)</b> |

## Notes

- Baseline figures have been investigated thoroughly since the outline business case and updated where appropriate; the most significant changes are that running costs have been amended from £539k to an increased figure of £900k. This is following the verification of district information, and the inclusion in running costs of system costs, overheads, and travel costs, where previously only staffing costs were known.
- There is differing treatment among districts regarding whether staffing costs are charged to revenue or capital.
- Registered housing providers also fund some adaptations, in some cases in full but more commonly by contributing a percentage towards the cost of works; these figures are not generally included in table 2.
- Three Rivers and St Albans did not respond to the request for updated and verified information, therefore, the original information received has been used.

- Client contributions have been excluded as there was inconsistent interpretation and treatment of these among districts essentially rendering them non-comparable.

**Table 3: Total HIA Related Expenditure**

Table 3 reflects the following

- HCC's total adaptations expenditure (2015/16 figures) alongside the countywide OT resource. This is added to the district total (from above – see table 2)
- This gives a Hertfordshire wide total for all HIA related expenditure, and details how this is financed.

|  | HCC             | Districts<br>Total | Hertfordshire Total |
|--|-----------------|--------------------|---------------------|
|  | £000s           | £000s              | £000s               |
| Running Costs                                      | 800             | 900                | 1,700               |
| Disabled Facilities                                | 559             | 4,773              | 5,332               |
| HRA adaptations                                    | 0               | 500                | 500                 |
| Gross cost of service                              | 1,359           | 6,173              | 7,532               |
| Agency fee income                                  | 0               | ( 85)              | ( 85)               |
| <b>Net cost of service</b>                         | <b>1,359</b>    | <b>6,088</b>       | <b>7,447</b>        |
| Funded by  |                 |                    |                     |
| Grant  | 0               | ( 3,070)           | ( 3,070)            |
| Revenue resources                                  | ( 1,359)        | ( 604)             | ( 1,963)            |
| HRA resources (revenue and capital)                | 0               | ( 500)             | ( 500)              |
| Other capital financing (usually capital receipts) | 0               | ( 1,914)           | ( 1,914)            |
| <b>Total financing</b>                             | <b>( 1,359)</b> | <b>( 6,088)</b>    | <b>( 7,447)</b>     |

**Table 4: Proposed Ongoing cost of the Shared Home Improvement Agency Service**

Table 4 reflects the following:

- The model allows the costs of the shared service to be flexed according to the level of resource needed to run activities with different numbers of participating councils.
- Costs of adaptations are forecast in the model to continue as in current operations.
- Forecast running costs exceed the running costs noted in Table 2 above; solutions to this are shown in Table 5 below.
- The Shared Home Improvement Agency function has been costed at a level which will deliver sufficient capacity to work to develop specialisms and build new service offerings.
- OT's will continue to provide a service to all districts whether they are in or out of the shared service model. This will be fully funded by HCC.

|                                 | Five<br>authority<br>model |
|---------------------------------|----------------------------|
|                                 | £000s                      |
| HIA Service staffing            | 519                        |
| OT Service                      | 671                        |
| HIA Service costs and overheads | 51                         |
| <b>Total running costs</b>      | <b>1,241</b>               |

**Table 5 and 6: Revenue and Capital Impact per Authority**

**Table 5.1: YEAR ONE: Five Authorities (Four Districts plus HCC) - Revenue Impact**

|  | BBC       | EHC          | NHDC      | WBC       | TOTAL         |
|--|-----------|--------------|-----------|-----------|---------------|
|  | £000s     | £000s        | £000s     | £000s     | £000s         |
| Running costs of shared service  | 102       | 87           | 137       | 87        | <b>413</b>    |
| Capitalisable costs  | ( 53)     | ( 45)        | ( 71)     | ( 45)     | <b>( 213)</b> |
| <b>Net revenue cost of service</b>   | <b>49</b> | <b>42</b>    | <b>66</b> | <b>42</b> | <b>199</b>    |
|  |           |              |           |           |               |
| Current revenue budget for DFG   | 56        | 113          | 12        | 123       | <b>305</b>    |
| Residual costs in district i.e. non-cashable savings                           | 55        | 48           | 31        | 111       | <b>244</b>    |
| <b>Extra revenue budget required for shared service</b>                        | <b>48</b> | <b>( 24)</b> | <b>85</b> | <b>29</b> | <b>138</b>    |
|  |           |              |           |           |               |
| Fee income at 15% of DFG spend (6 month operation)                             | ( 34)     | ( 29)        | ( 45)     | ( 29)     | <b>( 137)</b> |
|  |           |              |           |           |               |
| <b>Extra revenue budget required if charge fee income</b>                      | <b>14</b> | <b>( 52)</b> | <b>39</b> | <b>0</b>  | <b>2</b>      |
| <b>Pooling of income to ensure revenue neutral approach for each authority</b> | <b>-</b>  | <b>-</b>     | <b>-</b>  | <b>-</b>  | <b>2</b>      |

- The revenue running costs for each authority have been apportioned based on current levels of DFG spend.
- Salaries are part-year only as the service will gradually build up staff until go live in September. Fee income has therefore only been estimated for 6 months of operation.
- HCC fully funds the OT service and pays a proportionate amount towards the Head of Service salary costs. HCC has not been included in the table as it does not take a share of fee income.
- Residual costs in each authority have been identified; these are non-cashable savings if the district moved to the shared service model such as IT system costs, overhead recharges – which would still need to be met from other budgets.

- The revenue cost of the shared service has been compared to each district's current revenue budget for DFG taking into account residual costs. Districts would be expected to contribute a maximum revenue amount of their current revenue budget for DFG less residual costs to the shared service in the first year.
- Due to the caveat given by districts that the shared service would only be a feasible option if costs were maintained at current levels, the option of using fee income has also been included. For the shared service to break even in Year One, fee income of 15% would need to be charged, as shown above.
- This assumes a pooling of fee income in order to generate a revenue neutral position for each district, as agreed at the Hertfordshire Chief Financial Officers' meeting in December.
- The expectation is that fee income received may negate the need to ask districts for their revenue contribution, and a decision would be taken towards the end of the financial year based on performance of the shared service.
- The aim is that the shared service will be able to carry out significantly more adaptations than currently, and therefore, the table reflects the worst case scenario, which still enables the shared service to break even, without having to ask for revenue contributions.

Table 5.2: YEAR TWO: Six Authorities (Five Districts plus HCC) – Revenue Impact

|   | BBC       | EHC       | NHDC      | SBC       | WBC       | TOTAL      |
|---|-----------|-----------|-----------|-----------|-----------|------------|
|   | £000s     | £000s     | £000s     | £000s     | £000s     | £000s      |
| Running costs of shared service                           | 116       | 99        | 156       | 90        | 99        | 559        |
| Capitalisable costs                                       | ( 62)     | ( 53)     | ( 83)     | ( 48)     | ( 53)     | ( 300)     |
| <b>Net revenue cost of service</b>                        | <b>54</b> | <b>46</b> | <b>72</b> | <b>42</b> | <b>46</b> | <b>259</b> |
|   |           |           |           |           |           |            |
| Fee income at 11.5% of DFG spend                          | ( 52)     | ( 44)     | ( 70)     | ( 40)     | ( 44)     | ( 250)     |
|   |           |           |           |           |           |            |
| <b>Extra revenue budget required if charge fee income</b> | <b>2</b>  | <b>2</b>  | <b>3</b>  | <b>2</b>  | <b>2</b>  | <b>9</b>   |

- In Year Two, districts would NOT be asked to contribute their current revenue budget less residual costs – the shared service would be expected to break even using fee income alone.
- A fee level of 11.5% assuming the same number of adaptations being carried out as currently would enable this.



Table 6 reflects:

- The current level of spend on DFG's continuing
- Each district will receive a significant increase in capital grant available to them

**Table 6.1: Five Authority Model – Capital Impact (Four Districts Plus HCC)**

|                                      | BBC          | EHC           | NHDC         | WBC           | TOTAL           |
|--------------------------------------|--------------|---------------|--------------|---------------|-----------------|
|                                      | £000s        | £000s         | £000s        | £000s         | £000s           |
| DFG works spend                      | 450          | 384           | 605          | 386           | <b>1,825</b>    |
| Increased DFG grant 16/17            | (577)        | ( 530)        | ( 654)       | ( 523)        | <b>( 2,284)</b> |
|                                      |              |               |              |               |                 |
| <b>Extra capital money available</b> | <b>(127)</b> | <b>( 146)</b> | <b>( 49)</b> | <b>( 137)</b> | <b>( 459)</b>   |

**Table 6.2: Six Authority Model – Capital Impact (Five Districts Plus HCC)**

|                                      | BBC           | EHC           | NHDC         | SBC           | WBC           | TOTAL          |
|--------------------------------------|---------------|---------------|--------------|---------------|---------------|----------------|
|                                      | £000s         | £000s         | £000s        | £000s         | £000s         | £000s          |
| DFG works spend                      | 450           | 384           | 605          | 350           | 386           | <b>2,175</b>   |
| Increased DFG grant 16/17            | ( 577)        | ( 530)        | ( 654)       | ( 576)        | ( 523)        | <b>(2,860)</b> |
|                                      |               |               |              |               |               |                |
| <b>Extra capital money available</b> | <b>( 127)</b> | <b>( 146)</b> | <b>( 49)</b> | <b>( 226)</b> | <b>( 137)</b> | <b>(685)</b>   |

- HCC is not included in these tables as it does not receive DFG.
- The capital impact on individual districts is the same regardless of how many authorities are in the model.

### Next Steps

The next phase of the project will include:

- Defining governance and oversight arrangements
- Developing a change management approach
- Designing the management and operating model for the Shared HIA Service including processes, vision, structures, behaviours, location, Service Level Agreements, Key Performance Indicators
- Establishing targets for delivery (see Appendix C for timeline and next steps)
- Compiling an implementation plan including systems convergence, policy harmonisation

A shadow form of the service will be in operation from April 2017 with full go-live from September 2017. A high level timeline is contained within Appendix C.

The next steps for the project are further described in **Section 7**.

### Required Decisions

#### 1) Agreement to the high level recommendations

- Create a Shared Home Improvement Agency function inclusive of Disabled Facilities Grant service and integrated Occupational Therapy.
- Consideration as to the opportunity presented by the increase in funding from the Better Care Fund to consider the best way of investing this capital

#### 2) Approval to progress to Service Development phase

The service development phase incorporates the governance arrangements, the operating model, charging arrangements, and the detailed implementation plan, to be in place by autumn 2016

#### 3) Commitment to this project

Delivery of the project requires:

- A commitment to fund set up costs and preparations for the recruitment to the Head of Service role, as detailed on p32
- A commitment to maintain local contribution levels to home adaptations for a period to be defined, thereafter this will be subject to an annual review of budgets by participating authorities

#### 4) Recommend the Business Case to their Members

To review the Business Case and assess its merits against the local baseline financial position, and to recommend to Members the adoption of a Shared Home Improvement Agency function.

### 1 INTRODUCTION

#### 1.1 National Background

The Spending Review 2015 has detailed one of its main objectives for the next four years is to develop an integrated health and care system, and that there would be £500m available by 2019-20 for the Disabled Facilities Grant. The grant is currently worth £220m in 2015-16. It has been stated that this increased level of funding will enable around 85,000 home adaptations in 2019-20, which is expected to prevent 8,500 people that year from needing to move to residential care.

#### 1.2 Local Background

Disabled Facilities Grant is used to fund adaptations to property to help disabled people to remain independent in their homes. The requirement for Councils to deliver a Disabled Facilities Grant (DFG) service is a mandatory and statutory function for local housing authorities. The delivery of this function sits within District Council housing services. It is governed by the Housing Grants, Construction and Regeneration Act 1996.

Total spend on DFG and HRA adaptations by district councils within the county has been of the order of an average of £6.2m per year in recent years. In addition, HCC funds minor works: £378k was budgeted for these in 2014/15. In the same year, District Council staffing costs totalled an estimated £624k, with HCC's Housing Occupational Therapy service delivered via Serco costing £804k.

A number of national developments created an opportunity to review the delivery of DFG within the county area and consider how to integrate provision of help with home adaptations across housing, health and social care systems:

In 2013, the Government announced the creation of the Better Care Fund (BCF), as part of ongoing changes to the delivery of health and social care services across the country. Health and social care services were required to create a single pooled fund to support closer working between organisations in the area.

The BCF includes the Government's capital grant contribution for Disabled Facilities Grants (DFG). This had previously been provided to District Councils directly from Central Government. This funding change for DFG provided an ideal opportunity, especially as the BCF may not have the requirement to passport funds directly through to local authorities in the future.

For the first time the contribution of housing to the care and support system has been recognised via the Care Act, defining housing as a 'health related' activity. The Care Act 2014 also stipulates that Hertfordshire County Council retains social care duties in relation to the delivery of home adaptations.

In response, a partnership review between the District and Borough Councils and the County Council was commissioned by the Chief Executive's Co-Ordination Group (CECG). The governance arrangements for the review include a Steering Group with representatives from each of the Councils and a project group made up of two representatives from the local authorities, HCC project management resource, a professional lead and an external subject matter expert.

The partnership has undertaken work to develop a proposal for a Shared HIA Service and brought a paper to the CECG in December 2015 setting out the options for the delivery of the service.

### 1.3 Purpose of the Business Case

The purpose of this document is to establish whether there is a sufficient business case for exploring in more detail the setting up of a Shared Housing Improvement Agency (HIA) function and whether there is a particular way of sharing this service that is preferred.

The business case will test how far the potential partner Councils are prepared to work together towards common ends, informed by a high level analysis of whether a shared service model has sufficient cost and service benefits to proceed with the initiative.

The business case offers the Project Board and members of the respective Councils the opportunity to consider the merits of the proposal and the investment required before committing further resource.

The Business Case document describes:

- Why the Councils are considering sharing Housing Improvement Services
- The objectives of the project
- The approach taken
- The options that were considered
- The recommendation that is being proposed with associated costs and timescales
- The major implications and risks of the project

## 2 STRATEGIC CONTEXT

### 2.1 Why Consider Sharing Home Improvement Services

Councils across Hertfordshire work effectively in a wide range of partnerships in many service areas. The drivers behind a Shared Home Improvement Agency (HIA) Service are:

- To think strategically about the use of home adaptations and take a joined up approach to improving outcomes across health, social care and housing
- Supporting independent living by enabling Hertfordshire residents access to an appropriate service that is robust and equitable with transparency of delivery.
- More efficient and resilient service that helps local authorities deal with increased budget pressures
- The existing track record of effective two-tier working in the County
- The opportunity to explore new and innovative ways of working such as development of a Home Improvement hub
- The wish to avoid duplication of improvement efforts

### 2.2 Project Vision, Objectives and Benefits

#### Vision

The vision for the DFG proposal is to create a Shared Home Improvement Agency function inclusive of Disabled Facilities Grant service and integrated Occupational Therapy.

#### Objectives

The key deliverables of the Shared Home Improvement Service are set out below

- Ensure that all individuals in Hertfordshire who need housing adaptations to support independent living will have access to an appropriate service that is timely, accessible, equitable and fit for purpose to address rising demographic pressures
- Deliver a fully standardised service, enhancing operational efficiency, customer satisfaction and improving value for money
- Implement robust monitoring arrangements against key performance indicators
- Improve service resilience through joined up working, adopting a common methodology and service standards, sharing staff knowledge, skills and expertise
- Open up future opportunities to expand into private sector adaptations and align to wider Clinical Commissioning Group activity in order to maximise income generation, efficiency and value and impact of the DFG element of the Better Care Fund.

#### Benefits

The benefits of a Shared Home Improvement Service are:

- Increasingly effective use of the total DFG resource available to participating authorities resulting from knowledge sharing and efficiency of process
- Economies of scale in terms of staffing structure, working practices and systems
- A resilient service able to deal with fluctuations of demand, and therefore accessible to those when needed
- Increased customer satisfaction
- A solution which is available to all Hertfordshire councils
- A size of team which allows for career progression

### 3 APPROACH TO DEVELOPING THE BUSINESS CASE

#### 3.1 Remit of the Project

The purpose of this document is to establish whether there is a sufficient business case for exploring in more detail the setting up of a Shared Housing Improvement Agency (HIA) function and whether there is a particular way of sharing this service that is preferred.

The business case will test how far the potential partner Councils are prepared to work together towards common ends, informed by a high level analysis of whether a shared service model has sufficient cost and service benefits to proceed with the initiative.

In light of the change in funding stream for DFGs, the district councils, in partnership with the County Council held a workshop in August 2015 to discuss current DFG service arrangements and areas for improvement. It was agreed that it would be useful to conduct a review of the way DFG services are accessed and delivered across the county.

In January 2016 the Chief Executive's Co-ordination Group (CECG) considered an options paper. CECG authorised the creation of a project to examine the Business Case for a Shared Home Improvement Agency function, committing to funding project management support to achieve this.

Subject to Business Case approval, the intention is to implement new structural arrangements in 2017/18 followed by a two year period of service development as new ways of working are established.

Costings have been carried out for a small group of five authorities which have indicated a significant interest in progressing with the shared service, with a further authority presented as joining in Year Two.

Underpinning this Business Case is a set of workings which can easily be flexed for other combinations of authorities depending on appetite for inclusion within the proposal. Table 1 shows the representation of authorities which have been included in the costings.

**Table 1: Representation of authorities within the Business Case**

| <b>Year One<br/>Five Authorities</b>  | <b>Year Two<br/>Six Authorities</b>  |
|---|--|
| <ul style="list-style-type: none"> <li>• Broxbourne Borough Council</li> <li>• East Herts Council</li> <li>• Hertfordshire County Council</li> <li>• North Hertfordshire District Council</li> <li>• Watford Borough Council</li> </ul> | <ul style="list-style-type: none"> <li>• Broxbourne Borough Council</li> <li>• East Herts Council</li> <li>• Hertfordshire County Council</li> <li>• North Hertfordshire District Council</li> <li>• Stevenage Borough Council</li> <li>• Watford Borough Council</li> </ul> |

#### 3.2 Setting up the Project

Following the August workshop the project structure was agreed as set out below. A Project Lead was identified and Operational Group established.

### Project Governance

The following governance groups are already in existence for this project:

- Fortnightly Operational Group (Project Team) chaired by the Project Lead – Jamie Sutterby, with representatives from two District Councils.
- Steering Group (Project Team) chaired by a District Council lead, representatives from every District councils attend
- Chief Executive's Co-ordination Group (CECG) to provide steer where necessary
- Member updates where necessary for decision making
- Workstreams to develop different strands of the implementation process

**3.3 Stages in Developing the Business Case** Below are the key phases which make up the Business Case process:

**Figure 1: Business Case Development Stages**



Following approval of this Outline Business Case the project has progressed to developing the Final Business Case, and has started to develop the Implementation Plan. This includes a detailed Service Specification and more detailed financial information. See Appendix C for a high-level timeline of the project.

#### **Section 4 Establish Baseline**

This section seeks to outline the position of each authority in relation to the cost of their current service, performance, staffing numbers, grades, roles, and IT systems.

#### **Section 5 Appraise Option**

This section seeks to analyse options that have been considered and provide appropriate recommendations as to the preferred option.

#### **Section 6 Define Scope**

This section seeks to clarify what the shared service could deliver, as well as boundaries of its activity and how these activities will interface with partner Councils.

#### **Section 7 Quantify Costs and Benefits**

This section seeks to set out the quantitative benefits of the shared service model, and detail both the current running costs for each authority, as well as the future running costs under the proposal, including set-up costs, and ongoing staffing costs. It looks at methods of apportioning the costs between the authorities involved

#### **Section 8 Project Management Delivery and Next Steps**

This sections seeks to outline of how the project is set-up, will be managed and the key risks involved.

### 4 ESTABLISHING THE BASELINE

#### 4.1 Current Cost of Home Improvement Services

Since the outline business case, baseline cost information has been rechecked with districts. The most significant change resulting from this is that running costs have been amended from £539k to an increased figure of £900k.

The following caveats were noted regarding the baseline cost information:

- There is a mixture of information from both financial and service records, not all of which was consistent within individual authorities.
- DFG staffing is set up in a number of different ways in authorities which made it hard to compare costs on a like for like basis.
- Not all authorities took the same approach regarding the charging of costs to capital and costs were not always separately identified to DFG activity.

With these caveats in mind, the exercise demonstrated that total spending on DFG and HRA adaptations by district councils within the county has been of the order of an average of £6.2m per year in recent years. DBC spends an additional £1.5m on HRA adaptation works and equipment, but these are currently delivered through an outsourced arrangement so have been excluded.

The baseline position of district council expenditure on Disabled Facilities Grant and other adaptations, along with funding is summarised as shown in Table 2 below. The table summarises average costs using all available data provided by district councils which, depending on the authority, covered the period 2012/13 to 2015/16



**Table 2: District Average Annual Cost of DFG and Home Improvement Related Spend**

The table below summarises the average annual cost of DFG and Home Improvement related services in the participating authorities.

|  | BBC           | DBC           | EHF           | HBC           | NHDC          | SADC          | SBC           | TRDC          | WBC           | WHBC          | Districts total |
|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|-----------------|
|  | £000s         | £000s         | £000s         | £000s         | £000s         | £000s         | £000s         | £000s         | £000s         | £000s         | £000s           |
| Running Costs                                      | 111           | 66            | 113           | 82            | 50            | 70            | 80            | 94            | 111           | 123           | 900             |
| Disabled Facilities Spend                          | 450           | 602           | 384           | 435           | 605           | 701           | 350           | 418           | 386           | 442           | 4,773           |
| HRA adaptations                                    | 0             | 0             | 0             | 0             | 0             | 0             | 500           | 0             | 0             | 0             | 500             |
| Gross cost of service                              | 561           | 668           | 497           | 517           | 655           | 771           | 930           | 512           | 497           | 565           | 6,173           |
| Agency fee income                                  | 0             | ( 35)         | 0             | 0             | ( 50)         | 0             | 0             | 0             | 0             | 0             | ( 85)           |
| <b>Net cost of service</b>                         | <b>561</b>    | <b>634</b>    | <b>497</b>    | <b>517</b>    | <b>605</b>    | <b>771</b>    | <b>930</b>    | <b>512</b>    | <b>497</b>    | <b>565</b>    | <b>6,088</b>    |
| Funded by  |               |               |               |               |               |               |               |               |               |               |                 |
| Grant  | ( 314)        | ( 366)        | ( 293)        | ( 295)        | ( 360)        | ( 291)        | ( 305)        | ( 250)        | ( 279)        | ( 316)        | ( 3,070)        |
| Revenue resources                                  | ( 56)         | ( 32)         | ( 113)        | ( 82)         | ( 12)         | ( 70)         | ( 80)         | 0             | ( 36)         | ( 123)        | ( 604)          |
| HRA resources (revenue and capital)                | 0             | 0             | 0             | 0             | 0             | 0             | ( 500)        | 0             | 0             | 0             | ( 500)          |
| Other capital financing (usually capital receipts) | ( 191)        | ( 236)        | ( 90)         | ( 140)        | ( 232)        | ( 409)        | ( 45)         | ( 262)        | ( 183)        | ( 126)        | ( 1,914)        |
| <b>Total financing</b>                             | <b>( 561)</b> | <b>( 634)</b> | <b>( 497)</b> | <b>( 517)</b> | <b>( 605)</b> | <b>( 771)</b> | <b>( 930)</b> | <b>( 512)</b> | <b>( 497)</b> | <b>( 565)</b> | <b>( 6,088)</b> |

## Notes

- Baseline figures have been investigated thoroughly since the outline business case; the most significant changes are that running costs have been amended from £539k to an increased figure of £900k. This is following the verification of district information, and the inclusion in running costs of system costs, overheads, and travel costs, where previously only staffing costs were shown.
- There is differing treatment among districts regarding whether staffing costs are charged to revenue or capital.
- Registered housing providers also fund some adaptations, in some cases in full but more commonly by contributing a percentage towards the cost of works; these figures are not generally included in table 2.
- Three Rivers and St Albans did not respond to the request for updated and verified information, therefore, the original information received has been used.
- Client contributions have been excluded as there was inconsistent interpretation and treatment of these among districts essentially rendering them non-comparable.



## 4.1.2 County Council Overview

HCC funds minor adaptations including grab rails, stair rails, bath rails or other works that are below £1,000. If the work is over £1,000 and the person is eligible for a Disabled Facilities Grant they are encouraged to apply for the grant unless the work is urgent (i.e. to facilitate hospital discharge or if the person is terminally ill). For those who are assessed to pay a contribution to the Disabled Facilities Grant and the work costs less than £1,000, HCC can pay the person's contribution.

Major adaptations may be arranged and funded in various ways, depending on the cost of the adaptation, whether the property is Council, Housing Association, privately rented or owner-occupied, the financial circumstances of the person and the differing policies and practices of other agencies. Funding for major adaptations may be available where the person is deemed to be eligible, and no other sources of funding are available.

Given the focus on DFG via the BCFs, in March 2016 the Department of Health discontinued the Social Care Capital Grant (SCCG) from 2016/17. The SCCG in Hertfordshire was worth £2.302m in 2015/16.

In respect of Adult Social Care, HCC employs Occupational Therapists (OTs) under its contract with Serco. The OTs work in partnership with district council DFG services, giving advice and making prescriptions in relation to DFG activity. Staffing costs currently relating to the OT resource are estimated at £800k, and ongoing OT staffing costs are expected to be fully funded by HCC in any shared service arrangement. Serco advise that an OT resource of 13 FTE would be required in the new arrangement.

Table 3 shows HCC's total adaptations expenditure (2015/16 figures) alongside the countywide OT resource. This is added to the district total (from above) to show a Hertfordshire total.

**Table 3: Total HIA Related expenditure**

|  | HCC             | Districts<br>Total | Hertfordshire Total |
|--|-----------------|--------------------|---------------------|
|  | £000s           | £000s              | £000s               |
| Running Costs                                      | 800             | 900                | 1,700               |
| Disabled Facilities                                | 559             | 4,773              | 5,332               |
| HRA adaptations                                    | 0               | 500                | 500                 |
| Gross cost of service                              | 1,359           | 6,173              | 7,532               |
| Agency fee income                                  | 0               | ( 85)              | ( 85)               |
| <b>Net cost of service</b>                         | <b>1,359</b>    | <b>6,088</b>       | <b>7,447</b>        |
| Funded by  |                 |                    |                     |
| Grant  | 0               | ( 3,070)           | ( 3,070)            |
| Revenue resources                                  | ( 1,359)        | ( 604)             | ( 1,963)            |
| HRA resources (revenue and capital)                | 0               | ( 500)             | ( 500)              |
| Other capital financing (usually capital receipts) | 0               | ( 1,914)           | ( 1,914)            |
| <b>Total financing</b>                             | <b>( 1,359)</b> | <b>( 6,088)</b>    | <b>( 7,447)</b>     |

### 4.1.3 DFG Grant Funding

BCF allocations of DFG to individual authorities increased in 2016/17 as per Table 4 below.

**Table 4: DFG Grant Allocation 2015/16 and 2016/17**

|                            | <b>2015/16</b> | <b>2016/17</b> | <b>Change</b> |
|----------------------------|----------------|----------------|---------------|
|                            | £'000s         | £'000s         | £'000s        |
| BBC                        | 314            | 577            | 263           |
| DBC                        | 366            | 675            | 309           |
| EHC                        | 293            | 530            | 237           |
| HBC                        | 295            | 538            | 242           |
| NHDC                       | 360            | 654            | 294           |
| SADC                       | 291            | 531            | 240           |
| SBC                        | 305            | 576            | 271           |
| TRDC                       | 250            | 456            | 206           |
| WBC                        | 279            | 523            | 244           |
| WHBC                       | 316            | 592            | 276           |
| <b>Hertfordshire Total</b> | <b>3,070</b>   | <b>5,652</b>   | <b>2,581</b>  |

## 4.2 Current Services

Making comparisons between districts is very difficult because each authority has developed a DFG service in its own way to respond to local needs and maximise use of resources within their organisation.

### 4.2.1 Service type

In six authorities, the service is managed within the environmental health service and in the other four districts, it sits within the housing service. In most authorities, the DFG service is part of the wider private sector housing function although in one authority, it is in a different part of the housing service altogether.

There are a number of different delivery models. All authorities have some direct input into the grant process although the range of involvement varies from minimal with the main activity being grant approvals and completions, to more detailed involvement akin to that provided by an HIA. This might include discussing options around adaptations, supporting clients in completing application paperwork, obtaining estimates on behalf of clients and overseeing works.

Staffing levels vary between different authorities. In most authorities, the DFG function is carried out by officers who provide a range of services and it has been necessary to estimate the proportion related to the DFG function. The required officer resource is also affected by the extent to which agents or other support services are used.

### 4.2.2 Waiting Lists

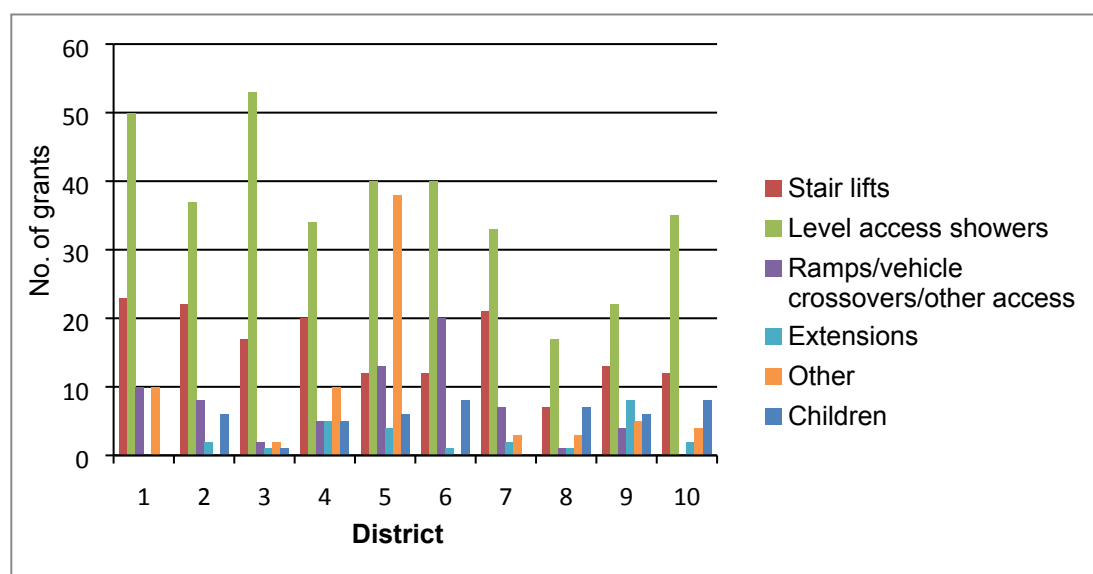
HCC has reported that the current average waiting time for an Occupational Therapy assessment is 8-12 weeks.

Districts have reported that once a referral is received from the OT Service, an initial response is made within 2 weeks or less, so effectively there are no waiting lists across districts. Completion of the adaptation required will depend on a number of factors including the nature of the works, input from the client, and availability of contractors.

### 4.2.3 Types of adaptation

The charts below indicate the main types of adaptation that DFGs are used to fund. It can be seen that in every district, level access showers are the most common adaptation, a total of 361 accounting for nearly 50% of all adaptations across the County. Level access showers and stair lifts total around 70% of all adaptations

**Figure 2 Adaptation type by district authority**

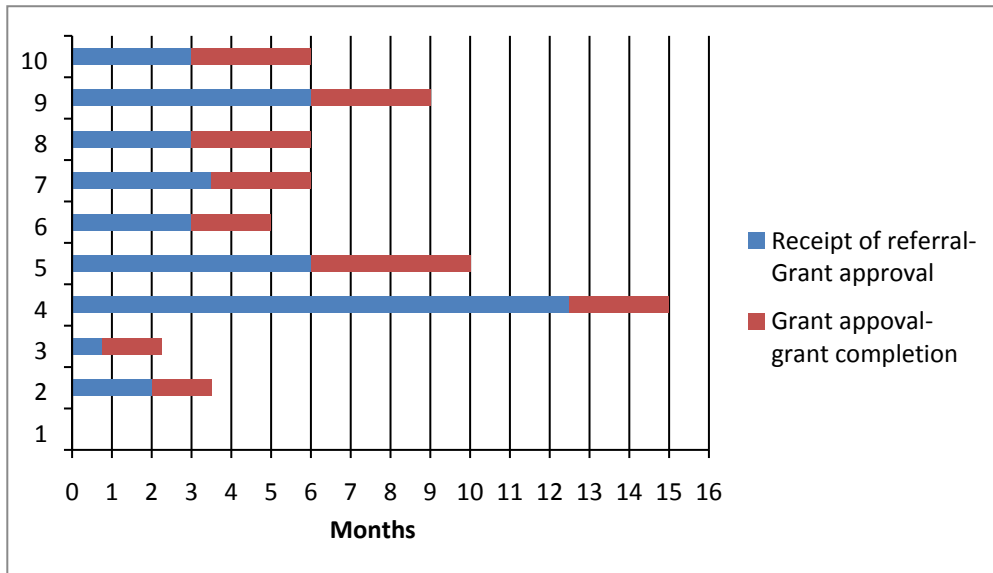


### 4.2.4 Timescales

The timescales for assessment, processing of grant applications and completion of works were investigated as part of a previous project. However, it was impossible to even provide an indication of how long the process is from a client perspective.

Once district councils receive a referral, there are a number of stages that need to be gone through, first to complete an application and then, once a grant is approved, to complete the works. District councils were asked to estimate the typical time for these two stages, the results of which are shown in the chart below. Again, it has to be accepted that there will be variations because larger jobs, for example an extension to incorporate a bathroom, will obviously take longer than the fitting of a stair lift.

**Figure 3 Timescales for processing grant applications by district councils**



### 5 SCOPE OF SERVICES

The scope section of this Business Case seeks to clarify what the shared service could deliver, as well as boundaries of its activity and how these activities will interface with partner Councils.

The Operational Group considered which responsibilities and functions within the DFG service could be shared across the participating Councils.

#### 5.1 Overview

The vision for the HIA is that it will provide a range of services to support independent living. The core element of the service would be delivery of the disabled facilities grant function. However, it is envisaged that this core service can be enhanced in a number of ways to provide an improved service to clients who qualify for a DFG and those who do not qualify but nonetheless need adaptations or other support, which if not provided, could result in increased costs to the health and social care authorities.

#### 5.2 Core Service

The service will both manage the application process for Disabled Facility Grants (DFGs) and discretionary grants, assessment of applications and applicants (including Occupational Therapist (OT) assessments) plus the delivery, including supporting people through the repairs and adaptation to their home.

The key objective will be to provide an advice service which ensures people have information about their housing options and where the choice is made to enable older people, people with disabilities (including children) and those on low incomes to remain living in their homes safely, securely and independently. Support provided will be delivered to people in their own home.

The services to be provided will include:

- Information, advice and guidance, including administration of grant applications, test of resources and income management advice/benefit checks
- Advice about housing options and other support/housing schemes plus sign posting as appropriate to schemes such as equity release
- OT assessments
- Scheme design and project management including letting the works contract.

By integrating the OT assessment and adaptation delivery elements of the process into a single service, it is envisaged that the timescales for delivery of adaptations can be significantly reduced from many months to weeks for straight forward adaptations.

#### 5.3 Enhanced Services

Currently, some clients are assessed as requiring adaptations but due to their financial situation are not entitled to a DFG. At present no further support is offered and clients are expected to make their own arrangements for the adaptations that they require. The HIA would be in a position to offer assistance in arranging the required adaptation work for a proportionate fee. This fee income would contribute to the overall cost of running the service.

Many HIA services around the country offer a handyman service to assist people in carrying out basic maintenance and enhancement tasks in their own homes. A reasonable fee is charged, which may be a fixed fee for specific tasks or a reasonable hourly rate. Such services from reliable agencies are valued by elderly people or other vulnerable groups. The aim would be to operate this service on at least a cost neutral basis, with any surplus contributing to the Service's overall costs.

### 5.4 Future Service Development

The Care Act 2014 sought to put in place significant changes in how health and social care services are delivered, which all authorities and agencies working in this sector need to respond to. The Better Care Fund presents an opportunity to integrate provision of help with home adaptations across housing, health and social care systems to achieve better health and wellbeing outcomes. The success of this regime will be measured by outcomes including:

- Numbers of people admitted to residential and care homes;
- Effectiveness of reablement;
- Delayed transfers of care ('bed-blocking');
- Avoidable emergency admissions; and
- Patient / service user experience

The HIA will be well placed to develop enhanced services to contribute towards these outcomes, for example by enabling people to continue to live independently at home rather than being admitted to residential and care homes.

The table below uses the workshop results to give a view, based on the mapping exercise, of which activities would be performed by the shared service, and which by council partners.

**Table 5: Core HIA Process: Boundaries and Interfaces with Councils**

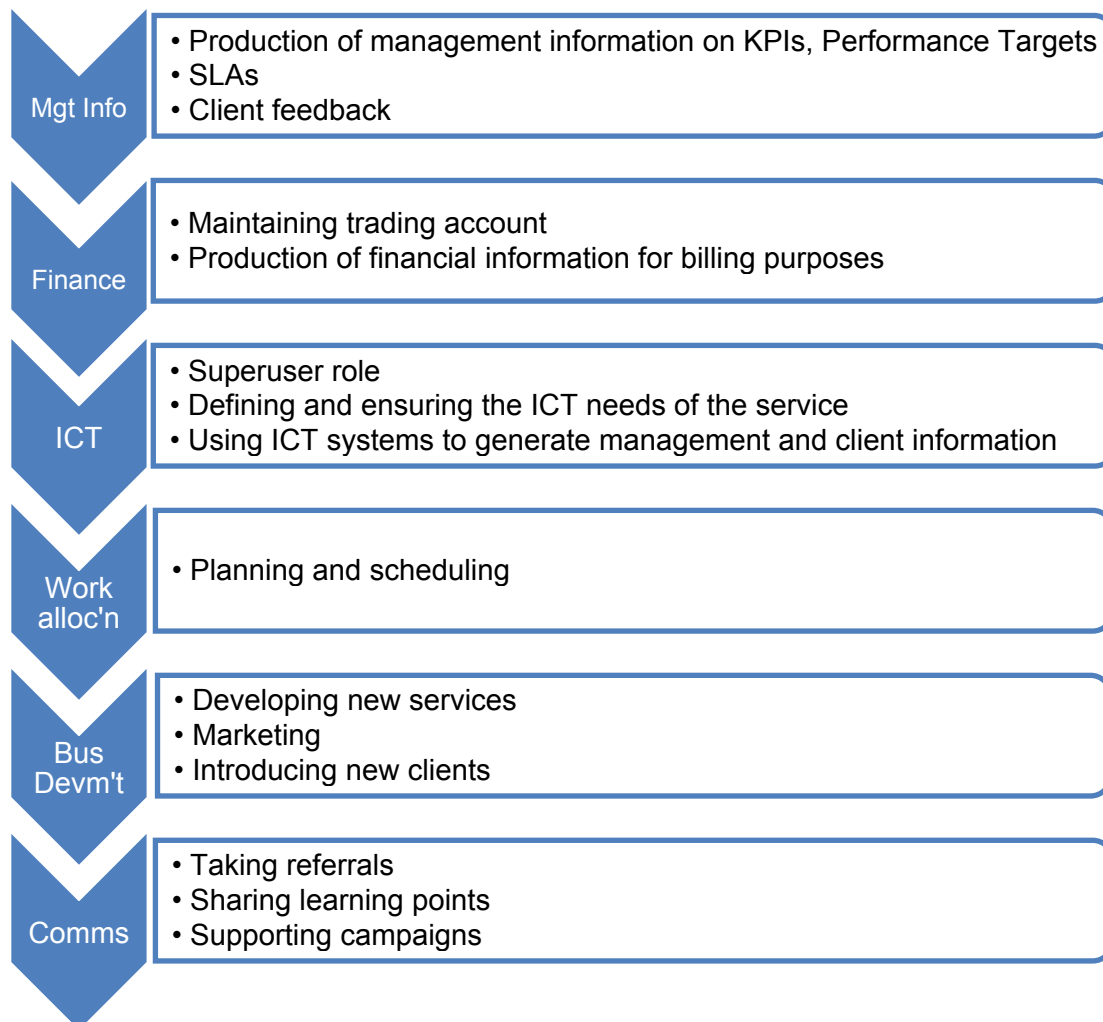
| Activity                         | Shared Service  | Councils  |
|----------------------------------|---|---|
| Home Improvement Risk Assessment | Maintain risk assessment of activity & use this to inform work planning | Contribute information to the risk assessment                             |
| Work Planning                    | Formulate an annual plan of activity                                    | Consider, influence and accept the annual plan                            |
| Work Allocation                  | Determine how resources to be allocated and when activity will occur    | Agree the timing of activity and make available resources to support this |
| Reporting                        | Report on activity to Councils  | Share reports with stakeholders   |



## 5.5 Business Management and Support Processes

The service will have business management needs as set out below:

**Figure 4: Business Management and Support**



**Table 6: Business Management and Support: Boundaries and Interfaces with Councils**

This table gives a view of the allocation of business management and support tasks between a shared service and partner councils.

| Task                  | Distribution  |                                  |
|-----------------------|---|----------------------------------|
|                       | Shared Service  | Councils                         |
| Performance reporting | Generate performance reports according to agreed format and timetable | Monitor and review activity      |
| Finance               | Generate bills<br>Maintain trading account                            |                                  |
| ICT                   | Implement and maintain ICT systems                                    | Provide access to local systems  |
| Work allocation       | Determine how resources to  | Agree the timing of activity and |

| Task                 | Distribution   |  |
|----------------------|--|--|
|                      | Shared Service   | Councils   |
|                      | be allocated and when activity will occur              | make available resources to support this   |
| Business Development | Identify and develop opportunities to grow the service |  |
| Communications       | Communicate the results of activity                    | Provide feedback on service performance<br>Communicate the work of the service to stakeholders |

### 5.6 Exclusions

The following areas are excluded from the scope of this business case:

Extended Involvement Team OTs – the EIT OTs remit is large and varied and a large proportion of their time is spent on other work besides adaptations. For this reason it would be too complicated to extract from the service now. However the EIT will be a key interface with the new Shared Housing Improvement Agency and with a view to include this in the future.

## 6. QUANTIFYING COSTS AND BENEFITS OF THE PROPOSED MODEL

### 6.1 Proposal

The Business Case proposal is to set up a Shared Service to deliver a Shared Housing Improvement Agency function across Hertfordshire.

### 6.2 Benefits

A shared service model will deliver financial and qualitative benefits that meet the project's objectives. Qualitative benefits were outlined in the executive summary.

Financial benefits, which would accrue even in the six authority approach, include:

- Joint procurement
- Sharing of management overheads & other specialist and process-related economies of scale
- Opportunity for a consolidated financial assessments process.

### 6.3 Costs

A model has been developed which allows the costs of the service to be developed for any combination of authorities joining the service. The assumptions and caveats relating to this modelling are:

- Staffing structure and grading of the proposed service will require HAY evaluation (or similar).
- We have not attempted to model for increasing demand or costs.
- We have not estimated savings from changes to procurement practice.
- We have made no estimate of savings from financial assessments - there may be duplication between financial assessments carried out by districts and by HCC, providing scope for efficiency savings.
- We have assumed that the OT service for DFGs will transfer to the shared service and this will be fully funded by HCC.
- There may be scope for savings or increased capacity on the part of the service by flexing the mix of professionally qualified and non-qualified staff in the proposed structure.

#### 6.3.1 Sizing the Team

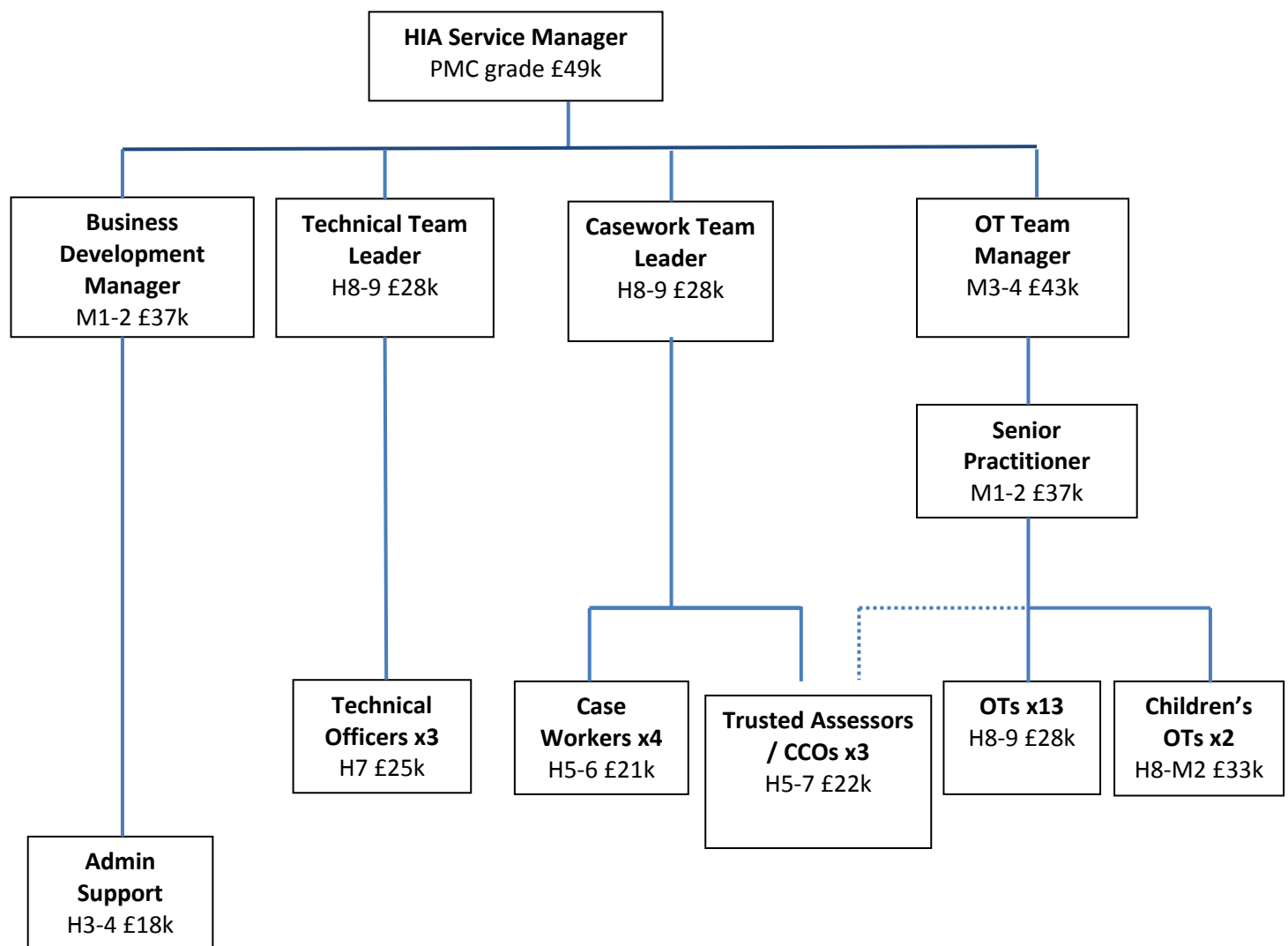
In order to determine a model for the team the caseload numbers of the district and borough councils and of the OT service were obtained.

Benchmarking states that a Technical Officer (TO) working in a high-performing HIA, with a good efficient system, a contractor framework and a robust case management IT system, should be able to process around 175 cases a year and a Caseworker (CO) between 120 and 150, depending on the complexity of the case.

For OT activity a figure of 4.4 cases per week (taken from the HCC Performance Dashboard) has been used, along with an average leave, sickness, and training absence of 15%. This was then used to develop the staffing model shown in Figure 5 below.

This staffing model below is for the five authority model.

**Figure 5: Staffing Model for Shared Home Improvement Agency Function**



### 6.3.2 Proposed Ongoing Costs of the model

The annual running costs of the above model are demonstrated in table 7 below:

**Table 7: Proposed Ongoing cost of the Shared Home Improvement Agency Service**

|                                 | Five authority model |
|---------------------------------|----------------------|
|                                 | £000s                |
| HIA Service staffing            | 519                  |
| OT Service                      | 671                  |
| HIA Service costs and overheads | 51                   |
| <b>Total running costs</b>      | <b>1,241</b>         |

OT Service costs above include the cost of two Children's Occupational Therapists; however there are still ongoing discussions about where these posts will be funded from.

Costs of adaptations are forecast in the model to continue as in current operations.

The forecast running costs exceed the current running costs noted in Table 2 above; solutions to this potential barrier are discussed in Section 7.4.

It will be helpful to design a service with a structure that is fit for purpose going forward in view of rising levels of demand resulting from demographic pressures, and the government's wish to invest more funding in this area through to 2019/20.

OT's will continue to provide a service to all districts whether they are in or out of the shared service model. This will be fully funded by HCC.

### 6.3.3 Initial Set-up Costs

Areas of expenditure have been identified below; these are estimates of costs based on the experience of setting up a Shared Anti-Fraud Service. Extra costs may be identified once more detailed implementation planning has taken place but costs are not likely to be material to each authority involved.

**Table 8: Set-up costs of the Shared Service**

| Description of expenditure                              | Cost            |
|---|-----------------|
|   | £000s           |
| Project management                                      | Covered by BCF  |
| Legal support   | 1.5 per partner |
| Case management system; assumes new system purchased    | 25              |
| IT, telephony, other supplies and services set-up costs | 25              |
| Head of Service from April 2017 – Sept 2017             | 27              |
|   |                 |
| <b>Cost per partner based on six authority model</b>    | <b>14</b>       |

### 6.4 Apportionment of Running Costs

Grant conditions relating to DFG advise that the monies can only be used to fund capital expenditure. Therefore we have assumed for these purposes that the running costs of the shared service need to be charged to revenue

Three options for apportionment of running costs were set out in the outline business case and Option A was recommended. This option entailed apportioning the running cost based on the expenditure on aids and adaptations, using a three year average over the period 2013/14 to 2015/16. All further financial information is based on this option.

In all three scenarios it is assumed that HCC pays for the full costs of the OT resource, plus a proportionate amount of the overall head of service, and does not bear any of the other running costs.

Tables 9 and 10 below show the overall before and after position for each authority of joining the shared service. This has been split to show separately the revenue and capital impact on the authorities.

The option to charge fee income has been included in order to maintain revenue costs within the current funding envelope as far as possible, as requested by district CFO's. Currently, a number of districts charge an agency fee on DFG works. This process involves using an agent to carry out the works which enables a project management fee to be charged. This can then be used to offset the extra revenue costs.

Districts who charge fee income charge a percentage of between 8-10% currently but there is scope to charge more if necessary.

Table 9.1: YEAR ONE: Five Authority Model (Four Districts plus HCC) - Revenue Impact

|  | BBC       | EHC          | NHDC      | WBC       | TOTAL         |
|--|-----------|--------------|-----------|-----------|---------------|
|  | £000s     | £000s        | £000s     | £000s     | £000s         |
| Running costs of shared service  | 102       | 87           | 137       | 87        | <b>413</b>    |
| Capitalisable costs  | ( 53)     | ( 45)        | ( 71)     | ( 45)     | <b>( 213)</b> |
| <b>Net revenue cost of service</b>   | <b>49</b> | <b>42</b>    | <b>66</b> | <b>42</b> | <b>199</b>    |
|  |           |              |           |           |               |
| Current revenue budget for DFG   | 56        | 113          | 12        | 123       | <b>305</b>    |
| Residual costs in district i.e. non-cashable savings                             | 55        | 48           | 31        | 111       | <b>244</b>    |
| <b>Extra revenue budget required for shared service</b>                          | <b>48</b> | <b>( 24)</b> | <b>85</b> | <b>29</b> | <b>138</b>    |
|  |           |              |           |           |               |
| Fee income at 15% of DFG spend (6 month operation)                               | ( 34)     | ( 29)        | ( 45)     | ( 29)     | <b>( 137)</b> |
|  |           |              |           |           |               |
| <b>Extra revenue budget required if charge fee income</b>                        | <b>14</b> | <b>( 52)</b> | <b>39</b> | <b>0</b>  | <b>2</b>      |
| <b>Pooling of income to generate revenue neutral position for each authority</b> | <b>-</b>  | <b>-</b>     | <b>-</b>  | <b>-</b>  | <b>2</b>      |

### Notes

- The revenue running costs for each authority have been apportioned based on current levels of DFG spend.
- Salaries are part-year only as the service will gradually build up staff until go live in September. Fee income has therefore only been estimated for 6 months of operation.
- HCC fully funds the OT service and pays a proportionate amount towards the Head of Service salary costs. HCC has not been included in the table as it does not take a share of fee income.
- Residual costs in each authority have been identified; these are non-cashable savings if the district moved to the shared service model such as IT system costs, overhead recharges – which would still need to be met from other budgets.
- The revenue cost of the shared service has been compared to each district's current revenue budget for DFG taking into account residual costs. Districts would be expected to contribute a maximum revenue amount of their current revenue budget for DFG less residual costs to the shared service.

- Due to the caveat given by districts that the shared service would only be a feasible option if costs were maintained at current levels, the option of using fee income has also been included. For the shared service to break even in Year One, fee income of 15% would need to be charged, as shown above.
- This assumes a pooling of fee income in order to generate a revenue neutral position for each district, as agreed at the Hertfordshire Chief Financial Officers' meeting in December.
- The expectation is that fee income received may negate the need to ask districts for their revenue contribution, and a decision would be taken towards the end of the financial year based on performance of the shared service. If fee income at 15% was charged and the same number of adaptations were carried out as in previous years, no revenue contribution would need to be asked for, as shown in the table above.
- The aim is that the shared service will be able to carry out significantly more adaptations than currently, and therefore, the table reflects the worst case scenario, which still enables the shared service to break even, without having to ask for revenue contributions.



**Table 9.2: YEAR TWO: Six Authority Model (Five Districts plus HCC) – Revenue Impact**

|   | <b>BBC</b> | <b>EHC</b> | <b>NHDC</b> | <b>SBC</b> | <b>WBC</b> | <b>TOTAL</b>  |
|---|------------|------------|-------------|------------|------------|---------------|
|   | £000s      | £000s      | £000s       | £000s      | £000s      | £000s         |
| Running costs of shared service                           | 116        | 99         | 156         | 90         | 99         | <b>559</b>    |
| Capitalisable costs                                       | ( 62)      | ( 53)      | ( 83)       | ( 48)      | ( 53)      | <b>( 300)</b> |
| <b>Net revenue cost of service</b>                        | <b>54</b>  | <b>46</b>  | <b>72</b>   | <b>42</b>  | <b>46</b>  | <b>259</b>    |
|   |            |            |             |            |            |               |
| Fee income at 11.5% of DFG spend                          | ( 52)      | ( 44)      | ( 70)       | ( 40)      | ( 44)      | <b>( 250)</b> |
|   |            |            |             |            |            |               |
| <b>Extra revenue budget required if charge fee income</b> | <b>2</b>   | <b>2</b>   | <b>3</b>    | <b>2</b>   | <b>2</b>   | <b>9</b>      |

## Notes

- In Year Two, districts would NOT be asked to contribute their current revenue budget less residual costs – the shared service would be expected to break even using fee income alone.
- A fee level of 11.5% assuming the same number of adaptations being carried out as currently would enable this.

**Table 10.1: Five Authority Model – Capital Impact**

|                                      | BBC          | EHC           | NHDC         | WBC           | TOTAL           |
|--------------------------------------|--------------|---------------|--------------|---------------|-----------------|
|                                      | £000s        | £000s         | £000s        | £000s         | £000s           |
| DFG works spend                      | 450          | 384           | 605          | 386           | <b>1,825</b>    |
| Increased DFG grant 16/17            | (577)        | ( 530)        | ( 654)       | ( 523)        | <b>( 2,284)</b> |
|                                      |              |               |              |               |                 |
| <b>Extra capital money available</b> | <b>(127)</b> | <b>( 146)</b> | <b>( 49)</b> | <b>( 137)</b> | <b>( 459)</b>   |

**Table 10.2: Six Authority Model – Capital Impact**

|                                      | BBC           | EHC           | NHDC         | SBC           | WBC           | TOTAL          |
|--------------------------------------|---------------|---------------|--------------|---------------|---------------|----------------|
|                                      | £000s         | £000s         | £000s        | £000s         | £000s         | £000s          |
| DFG works spend                      | 450           | 384           | 605          | 350           | 386           | <b>2,175</b>   |
| Increased DFG grant 16/17            | ( 577)        | ( 530)        | ( 654)       | ( 576)        | ( 523)        | <b>(2,860)</b> |
|                                      |               |               |              |               |               |                |
| <b>Extra capital money available</b> | <b>( 127)</b> | <b>( 146)</b> | <b>( 49)</b> | <b>( 226)</b> | <b>( 137)</b> | <b>(685)</b>   |

## Notes

- HCC is not included in these tables as it does not receive DFG.
- The capital impact on individual districts is the same regardless of how many authorities are in the model.

### 6.5 Future Planning

#### 6.5.1 Alternative Use of DFG

The BCF Policy Framework clearly encourages innovative use of DFG, as well as setting out an expectation that local authorities with housing responsibility are expected to engage in joint BCF planning with welfare and Health authorities, and it is expected that health priorities, such as delayed transfer of care and readmission to hospital, will become more important in the way DFG is spent. The scope of the Regulatory Reform Order was also extended in 2008-09 to include use of DFG money, which enables authorities to use this money for wider preventative purposes.

Hertfordshire's demographics show an increasingly ageing population and therefore investing in more preventative services is key to reducing demand on services and avoiding higher costs in the future.

HCC has already begun focusing on prevention as a strategic priority. Strategic Management Board and Health and Wellbeing Board have both endorsed the strategic shift to prevention.

Based on this BCF guidance and the focus on prevention, there may be opportunities in the future to top-slice and pool together a proportion of this extra capital money to be spent collectively on Hertfordshire wide projects, for example, provision of telecare or reablement. A number of other authorities have already adopted this approach.

Top-slicing 10% of the extra capital funding for each district would give the Hertfordshire BCF £240,000 to invest in preventative work. Top-slicing 20% would provide £480,000. However, this would need agreement from all authorities to proceed so is mentioned simply as a potential consideration for the future.

### 7 PROJECT MANAGEMENT DELIVERY AND NEXT STEPS

#### 7.1 Project Constraints, Assumptions and Dependencies

Key **constraints** for consideration in supporting the Business Case:

- Work stream leads will not be dedicated to the project on a full time basis so capacity, particularly for key elements, will need to be kept under review
- Availability of stakeholders will affect the delivery of the project, for example OT and District staff participation in focus groups and scoping exercises

Key **assumptions** for consideration:

- A Finance Manager is assigned to support the project
- The initial phase of the new service will be from implementation to go-live
- Go-live is planned for September 2017

Key **dependencies** for consideration:

- Harmonising systems or procuring a brand new system
- The establishment of effective and workable governance arrangements
- The need to recognise the transitional period into the Shared Service and any requirements to support DFG activity over this period
- The partnership continues for at least five years to ensure the opportunity to develop a sustainable solution. Reviews of the partnership would take place periodically.
- The provision of services which meet each organisation's needs and strategic objectives

#### 7.2 Project Next Steps

It is proposed that the current governance arrangements continue into the next phase of the project i.e. that the Business Case is presented to the respective Cabinets, that senior Members are kept informed of progress through the usual channels, and all Members generally through joint communications where appropriate.

Governance arrangements and decision-making arrangements for the shared service operation will be explored in more detail in the next phase of the programme.

##### 7.2.1 Formalising the Commitment of the Participating Councils

The Operational Group agreed in April 2016 that after this Business Case has been approved, each potential partner will make its own assessment of the merits of the case in relation to its own position. Each Council will apply its own decision-making process and confirm the outcome to the Board.

It is **recommended** that each authority agrees to formally commit to participate in the shared service by a date to be agreed.

### 7.2.2 Resourcing the Project

At all levels of our organisations, working on this project is a rapid learning curve. The engagement of staff and the way they have worked together in the project teams has been positive, and needs to continue. Ensuring that staff in each Council at all levels of the project are able to continue to commit the necessary time and effort is critical to the success of the programme.

It is **recommended** that the programme continues to be resourced by the participating Councils to work alongside the Project Manager to prepare the Service Development phase and start preparations for implementation. This resource is required to ensure that the project can be delivered in accordance with the proposed timetable.

### 7.2.3 Change Management

The proposed project will impact significantly on how DFG services are provided, commissioned and managed throughout the participating Councils. This will affect not only those staff directly engaged in the provision of this service but also the Councils receiving the service.

A key success factor will be the ability of the participating Councils to communicate with a wide range of stakeholders and ensure that each is adequately informed and actively and positively engaged in the development and delivery of change.

It is vital that all stakeholders in all the participating Councils are kept apprised of the Boards decisions, the scope and aims of the project and of project progress. Stakeholder management and change management will be run as an integral part of the project management process in order to inform and improve the development of the project, identify potential resistance at an early stage, shorten delivery timescales and increase the likelihood of all potential project benefits being realised.

### 7.2.4 Implementation plan

The service will need to work to an agreed implementation plan post go-live to prioritise how each of these service elements will be brought on stream. It will be beneficial to have additional project support during the early stages of the new service to support this.

### 7.2.5 Shared Service Operation

Detailed work will need to be carried out on what the Shared Home Improvement Service model will look like (business process re-engineering), how it can most effectively operate (management and governance arrangements), where it will be accommodated and how each council can best monitor its operation (client function). Some consideration will also need to be given to branding and how the service is distinguished from other related services.

### 7.2.6 Shared Service Performance

It will be necessary to define performance indicators and targets for the Shared Home Improvement Service. These will need to reflect the benefit delivered by the service to partners in terms of savings and improvements made, and ideally should incentivise the service to increase the value of supported living services. The data required to produce performance information will need to be straightforward to obtain.

### 7.2.7 Systems Convergence

It is **recommended** that the participating Councils agree in principle to agree to adopt a single case management system in order to gain the benefits of moving to a common system.

### 7.2.8 Harmonising policies

Each Council has its own set of policies in relation to this area. Variance in key policies is potentially an area of diseconomy to a future shared services operation. It is **recommended** that policy harmonisation is progressed where it is straightforward to do so, for example in the areas of:

- General operation procedure including performance criteria
- Financial inclusion or debt management policies
- Social care strategies, including carers, mental health and older people

Harmonisation will help achieve efficiency in terms of minimising any resource required to administer divergent policies, and reduced potential for errors in advice given.

## 7.3 Project Stakeholders

- Council staff
- Council senior managers and CFOs / Chief Executives
- Serco contract leads
- Elected Members
- Voluntary/Health / Housing / Social Care sectors
- Residents of Hertfordshire
- CFOs of all interested parties
- East and North Hertfordshire CCG
- Herts Valleys CCG
- NHS England

## 7.4 Project Issues and Risks

A detailed issue log and risk register will be developed by the project team. These registers will be monitored and maintained together with appropriate rating and controls. High impact issues and risks will be escalated by the Project Manager to the Project Lead and Sponsors as appropriate.

Key **issues** for consideration in supporting the business case:

- How should any funding / charging model work
- Need for completion of financial baseline activity
- Difficult to estimate possible TUPE/pension costs to the project
- Lack of service user input so far
- Awareness of bringing all professional referral routes into one service e.g. referrals that come from Health, independent therapists or those from out of area if a service user moves

Key **risks** for consideration in supporting the business case:

| Summary of Key Risks   | Probability   | Impact      | Risk Rating       | Containment   |
|--|---------------|-------------|-------------------|---|
| There is a risk that the existing variability in provision and contractual arrangements of local authorities' DFG services may result in the project not being able to deliver the desired model | 4<br>Likely   | 4<br>Medium | 16<br>Significant | Early engagement with Districts to understand their existing arrangements   |
| There is a risk that the Framework agreement may be too expensive  | 3<br>Possible | 4<br>Medium | 12<br>Significant | Early market testing and learning from other similar models   |
| There is a risk that we are unable to include Housing OTs in the initial set up as the service is part of the Serco contract – this runs for another three years.                                | 3<br>Possible | 8<br>High   | 24<br>Significant | Early engagement with Serco to discuss cost implications of the service being transferred back to the Council early |
| There is a risk staff retention and motivation could drop resulting in a turnover of workforce, loss of historical knowledge and skills and associated costs                                     | 3<br>Possible | 8<br>High   | 24<br>Significant | Mitigate risk by working with HR to develop and implement communications and staff engagement strategy              |

## Appendix A Options Analysis for Procurement Review

| Option                        | Benefits   | Drawbacks   |
|-------------------------------|--|---|
| <b>A. Framework Agreement</b> | <ul style="list-style-type: none"> <li>• Potential to reduce costs and time associated with delivering works</li> <li>• Time-saving efficiencies related to administrative function and handling times</li> <li>• Ensures consistency and equity across districts signed up to it</li> <li>• Resilience of labour supply</li> <li>• Can support small providers (continuing stream of work, less time on admin and pricing, better procurement arrangements)</li> <li>• If frameworks are delivered independently to other organisational changes then benefits can be realised quickly</li> <li>• Can be used effectively with schedule of rates to improve cost and budgeting control</li> <li>• Not paying more than market value for works</li> <li>• Flexible for customers to choose preferred provider</li> <li>• Encourages competitive pricing</li> </ul> | <ul style="list-style-type: none"> <li>• Procurement procedure required</li> <li>• Will need to be reviewed regularly (at suitable intervals) to allow new entrants and release those who no longer want to participate without penalty</li> <li>• Time consuming to set up</li> <li>• Will need significant district/borough buy-in to make effective</li> <li>• Frequent review to ensure best value is achieved</li> <li>• Providers may not want to work on complex jobs where margins are small</li> </ul> |
| <b>B. Direct contract</b>     | <ul style="list-style-type: none"> <li>• Potential to reduce costs and time associated with procurement</li> <li>• Time-saving efficiencies related to administrative function and handling times</li> <li>• Ensures consistency and equity across districts signed up to it</li> <li>• Resilience of labour supply</li> <li>• Develop partnership relationship</li> <li>• Greater savings from guaranteed work</li> </ul>   | <ul style="list-style-type: none"> <li>• Procurement procedure required</li> <li>• Could be paying more than market value for works</li> <li>• Provider may lose out if market value fluctuates</li> <li>• Time consuming to set up</li> <li>• Will need significant district/borough buy-in to make effective</li> <li>• Large, non-local providers are likely to win business</li> <li>• Less flexibility/viable options if provider is underperforming</li> </ul>  |
| <b>C. Do nothing</b>          | <ul style="list-style-type: none"> <li>• Good contractual arrangements in place</li> <li>• Knowledgeable, committed staff</li> <li>• Trusted brand</li> <li>• Support local business</li> </ul>  | <ul style="list-style-type: none"> <li>• Not a standardised approach to costs</li> <li>• Time-consuming</li> <li>• Admin-heavy</li> <li>• Paying too much for big-ticket items</li> <li>• 'postcode lottery' for self-funders and those with contributions who may have to pay more for the same adaptation</li> </ul>  |



## B.1 Options Analysis for Delivery Model

| Option   | Benefits   | Drawbacks  |
|--|--|--|
| <b>A: DFG service</b>                            | <ul style="list-style-type: none"> <li>• Relatively low-cost</li> <li>• Retained control of budget for local authorities</li> <li>• Strong trusted brand</li> <li>• Better use of staff resources</li> <li>• Knowledgeable, committed staff</li> </ul>   | <ul style="list-style-type: none"> <li>• Needs a strong lead from within</li> <li>• Still not a fully integrated, holistic approach</li> <li>• Possible TUPE/redundancy issues</li> <li>• May not be seen as delivering sufficient benefits for effort required</li> </ul>   |
| <b>B: Small Home Improvement Agency (HIA)</b>    | <ul style="list-style-type: none"> <li>• Opportunity for technical officer, caseworkers and integrated OT service in one place</li> <li>• Future opportunities to develop as social enterprise</li> <li>• Some resilience from fluctuating demand in the system</li> <li>• Single system/database used</li> <li>• Eradicates issues with local authority recruitment (workforce recruited externally)</li> <li>• Less bureaucracy in decision-making</li> <li>• Improved customer experience including reduced waiting times for clients</li> <li>• Better use of staff resources and reduced revenue costs</li> </ul> | <ul style="list-style-type: none"> <li>• Cost of incorporating organisation</li> <li>• Still only a partially integrated, holistic approach</li> <li>• Possible TUPE/redundancy issues</li> </ul>  |
| <b>C. Complete Home Improvement Agency (HIA)</b> | <ul style="list-style-type: none"> <li>• Opportunity for technical officer, caseworkers and integrated OT service and minor adaptations in one place</li> <li>• Opportunity to develop as social enterprise</li> <li>• Strong resilience from fluctuating demand in the system</li> <li>• Single system/database used</li> <li>• Improved customer experience including reduced waiting times for clients</li> <li>• Better use of staff resources and reduced revenue costs</li> </ul>  | <ul style="list-style-type: none"> <li>• Cost of incorporating organisation</li> <li>• Possible TUPE/redundancy issues</li> </ul>  |
| <b>D. Do nothing</b>                             | <ul style="list-style-type: none"> <li>• Effective service currently being delivered</li> <li>• Good contractual arrangements in place</li> <li>• Adult OT referrals have improved consistently</li> <li>• Open budget for legal charges</li> <li>• Districts top-up BCF budget</li> <li>• Good political buy-in</li> <li>• Added value – picking up on other needs</li> </ul>   | <ul style="list-style-type: none"> <li>• Missing out on opportunities to improve service and realise benefits</li> <li>• Current timescales across the whole chain</li> <li>• Lack of consistency between districts (variation in cost and response times)</li> <li>• Client support/agency work is varied</li> <li>• Process is complicated for vulnerable clients</li> </ul> |

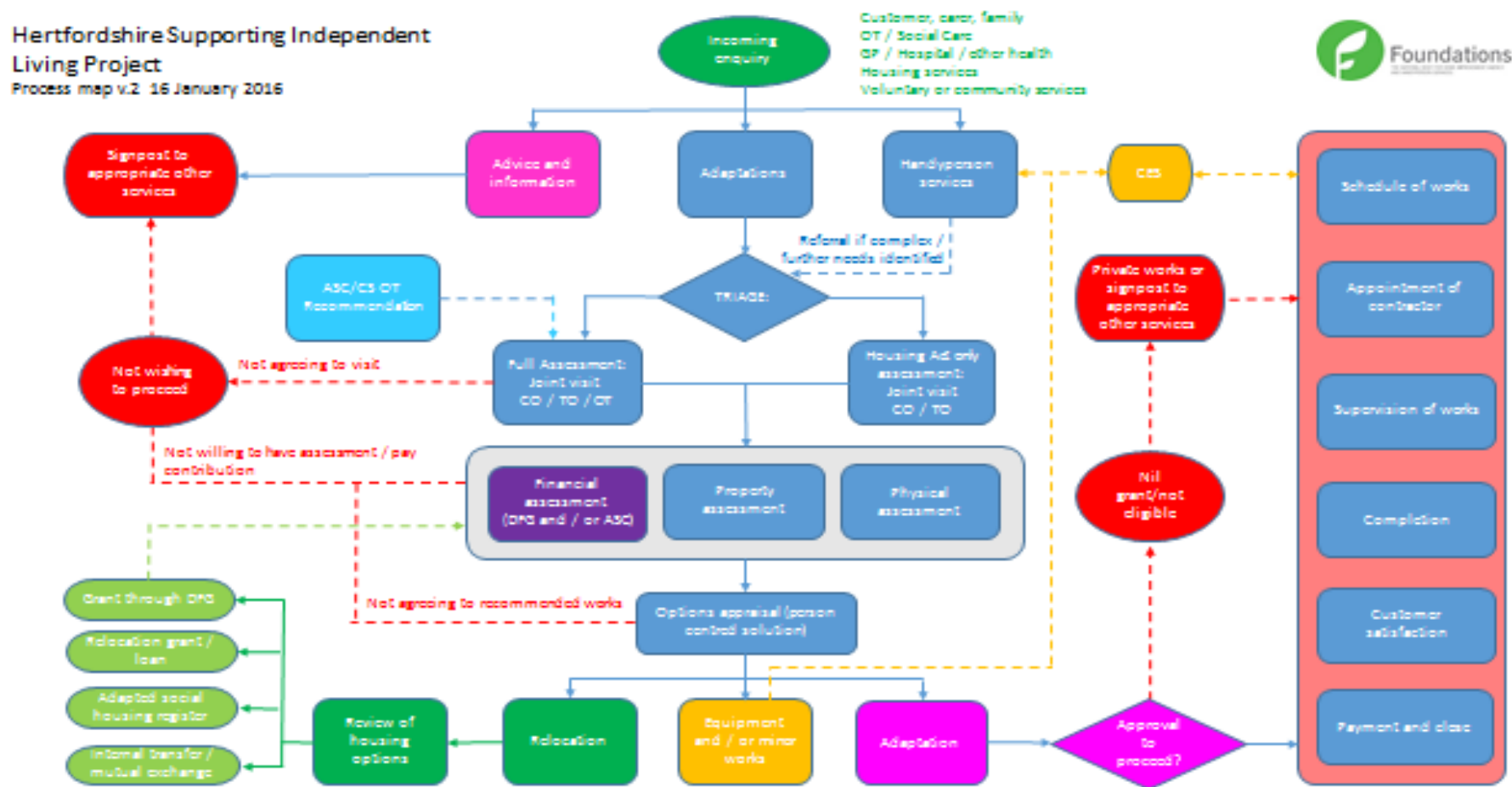
|  |  |  |
|--|--|--|
|  | <ul style="list-style-type: none"> <li>• Knowledgeable, committed staff</li> <li>• Strong trusted brand</li> <li>• Supports local business</li> <li>• Driven by need not profit</li> <li>• Stays local</li> <li>• No need to delegate grant paying powers</li> </ul> | <ul style="list-style-type: none"> <li>• Poor support for clients not eligible for DFG</li> <li>• Lack of promotion of DFG services</li> <li>• Lack of work with GPs to promote independent living</li> <li>• Lacking a single point of contact</li> <li>• Poor management of expectations initial assessment then OT closes the case</li> <li>• Lack of good housing advice at the start of the process</li> <li>• Lack of integration around the individual</li> <li>• No economies of scale</li> <li>• Lack of monitoring</li> <li>• Does not have a multi-channel view of independent living – more integration required for this</li> <li>• HES would continue to incur costs for contractor fees for minor adaptations work</li> </ul> |
|--|--|--|

## B.2 Options Analysis for Delivery Approach

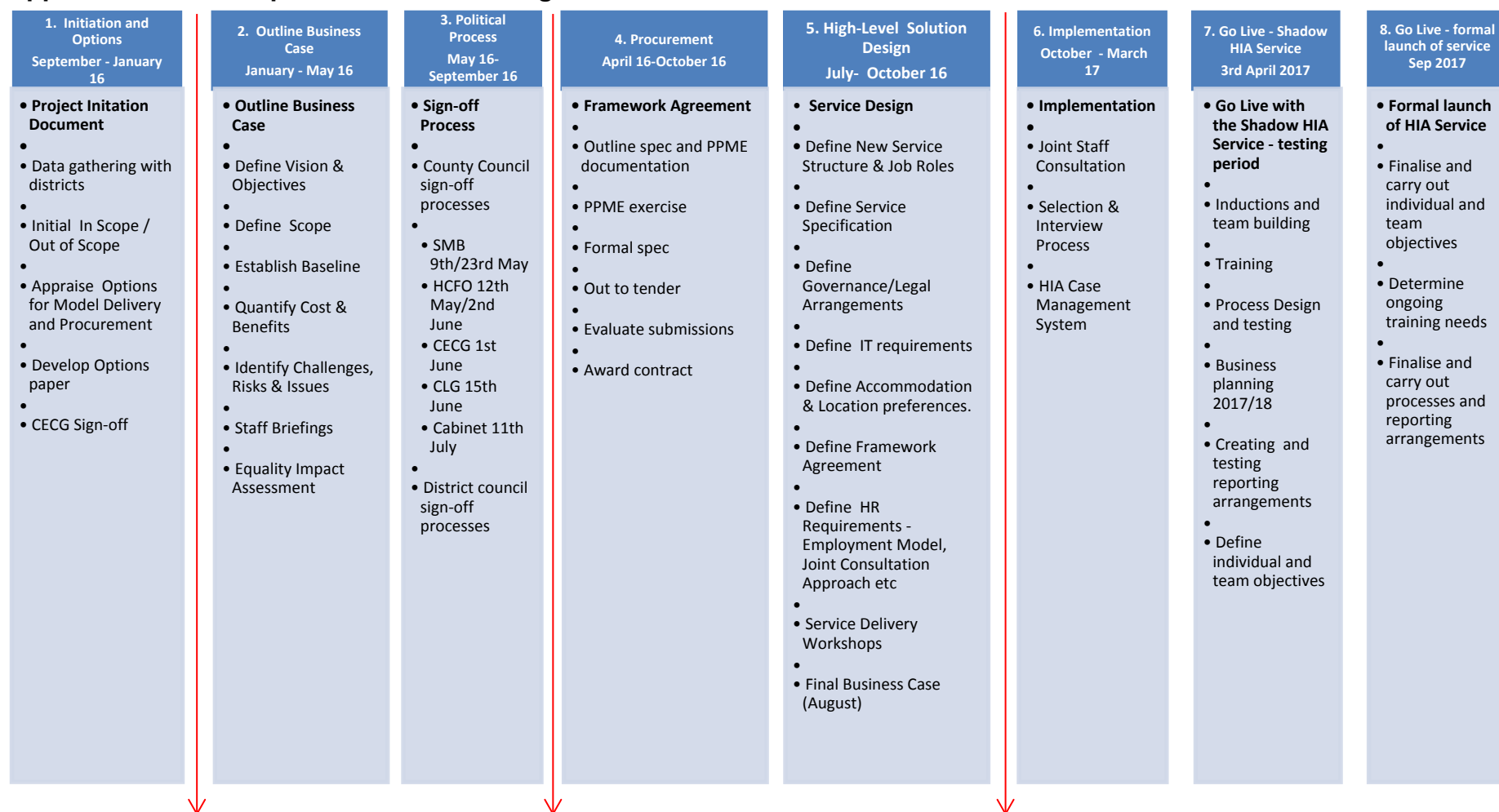
| Option                                       | Benefits   | Drawbacks  |
|--|--|--|
| <b>A. Shared service model</b>               | <ul style="list-style-type: none"> <li>• Greater resilience</li> <li>• Opportunity for caseworkers and integrated OT service</li> <li>• Not costly to set-up</li> <li>• Fits with Care Act 2014</li> <li>• Future opportunities to develop as social enterprise</li> <li>• Driven by need not profit</li> <li>• Retained control of budget</li> <li>• Strong trusted brand</li> <li>• Stays local</li> <li>• More unified ownership of service/problem/budget</li> <li>• Single entity for range of outcomes and monitoring</li> <li>• Allows less interested LAs to still meet legal obligations vicariously</li> <li>• No need to delegate grant paying powers</li> <li>• Better use of staff resources</li> <li>• Knowledgeable, committed staff</li> </ul> | <ul style="list-style-type: none"> <li>• Could be complicated to set-up</li> <li>• Needs a strong lead from within</li> <li>• Still not a fully integrated, holistic approach</li> <li>• Possible TUPE/redundancy issues</li> <li>• Financial risk to LA managing shared staff if made redundant – to be flagged as shared risk if taken forward</li> </ul>  |
| <b>B. Outsourcing to external contractor</b> | <ul style="list-style-type: none"> <li>• Cost effective approach, possible savings</li> <li>• Almost total resilience from fluctuating demand in the system</li> <li>• Good customer service with 'One-stop shop' approach</li> <li>• Commercial approach – becomes Trusted Trader for advice, home improvements and adaptations</li> <li>• Single system/database used</li> <li>• Eradicates issues with local authority recruitment (workforce recruited externally)</li> <li>• Less bureaucracy in decision-making</li> </ul>   | <ul style="list-style-type: none"> <li>• Perceived loss of control/ local expertise and knowledge</li> <li>• Possible TUPE/redundancy issues</li> <li>• An outsourced service will only deliver to specification (only what is in the contract)</li> <li>• Political lack of will for contracted services</li> <li>• Private sector focus may lead to poor service for customers</li> <li>• Lack of access/control to external databases/data protection</li> <li>• Need for tight legal contact with provider</li> <li>• Different political groups across districts and different agendas</li> <li>• Governance arrangements</li> <li>• On-going financial stability of external agency</li> </ul> |

|   |   |  |
|---|---|--|
|   |   | <ul style="list-style-type: none"> <li>• 3 - 5 year contracts could lead to disruption of service to customers when contracts come to an end, or a new provider is appointed</li> <li>• Local authority still responsible party if contractor fails to deliver</li> <li>• Possible implications for OTs such as clinical oversight, registration etc.</li> </ul> |
| <b>C. A local authority arms- length organisation managing the DFG and adaptation services across Hertfordshire</b> | <ul style="list-style-type: none"> <li>• Strong CCG/HCC influence</li> <li>• Buy-in from LAs</li> <li>• Standardised practice across the county</li> <li>• Resilience of capacity</li> <li>• History of this approach in the county with HILS</li> <li>• Better use of staff resources</li> <li>• Freedom to innovate</li> <li>• Opportunity to develop private work for able to pay market</li> <li>• Opportunity for caseworkers and integrated OT service</li> <li>• Driven by need not profit</li> <li>• Stays local</li> <li>• More unified ownership of service/problem/budget</li> <li>• Knowledgeable, committed staff</li> </ul> | <ul style="list-style-type: none"> <li>• Cost of incorporating organisation</li> <li>• Lack of support</li> <li>• Possible TUPE/redundancy issues</li> </ul>   |

## Appendix B Home Improvement Service Process Draft



## Appendix C Home Improvement Service High Level Timeline



→  
Go/No-Go Decision Point

## Appendix D

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# Herts Home Improvement Agency Information Sharing Agreement and Protocol

**Between: Hertfordshire County Council**

And

Broxbourne Borough Council

East Herts District Council

Hertfordshire Community NHS Trust

North Herts District Council

Watford Borough Council

|  |  |
|--|--|
| <b>Project / Programme / Partnership</b> | Home Improvement Agency                    |
| <b>Lead agency</b>                       | Hertfordshire County Council               |
| <b>Contact name</b>                      | Jamie Sutterby                             |
| <b>Contact job title</b>                 | Assistant Director, Integrated Health      |
| <b>Contact address</b>                   | County Hall, Pegs Lane, Hertford, SG13 8DP |
| <b>Agreement start date</b>              |  |
| <b>Agreement review date</b>             |  |

## **Description of objectives and purpose underlying information sharing activity:**

The purpose of the information sharing is to support the development and operation of a Hertfordshire Home Improvement Agency (HIA) to fulfill partners' duties under the Care Act 2014 and Housing Grants, Construction and Regeneration Act 1996, by providing a combined service for overseeing and commissioning adjustments to the home environment in support of identified care needs.

This combined service is in the spirit of the Better Care Fund Policy Framework (DCLG & DH - guidelines concerning the payment of the DFG budget):

*"For 2016-17, the allocation will be based on a mixture of the existing Clinical Commissioning Group allocations formula, the social care formula, and a specific distribution formula for the Disabled Facilities Grant element of the Better Care Fund."*

Data will be shared between the relevant Borough/District Council and HCC as service co-ordinator not across parties.

## **Description of Information to be shared**



Name – Of applicant  
 Address – the grant relates to  
 Date of Birth – To ensure proper administration of age-related grants  
 NHS Number – to link grant application to existing health / social care records to avoid duplication or contrary advice, and link services where appropriate  
 Housing tenure  
 Contact details of GP / other relevant health professionals  
 Financial information –for eligibility checks  
 Health information, including medications – for eligibility assessment  
 OT clinical assessment of need –for grant determination  
 Former employment / current employment – where applicable to access additional funding or services

## Agreement

|           |   |
|-----------|---|
| <b>A1</b> | This agreement recognises that the duty to share information can be as important as the duty to protect confidentiality.  |
| <b>A2</b> | This agreement evidences the commitment of the named agencies to share information and personal data in a responsible, fair and lawful manner where it can be evidenced that there is a statutory or other requirement which is in the public interest. |
| <b>A3</b> | This agreement sets out the basic requirements which each agency agrees to comply with whenever the sharing of personal data between the agencies is proposed, considered or undertaken.  |
| <b>A4</b> | This agreement <b>does not</b> constitute an overarching permission for the broad, comprehensive or unchallenged sharing of personal data. It provides a framework for the sharing of data which aligns with the objectives above.                      |
| <b>A5</b> | Third party contractors are not party to this agreement. It is the responsibility of the HIA to ensure they are provided with only the necessary service user information to fulfil their contract.   |

## Principles

|           |   |
|-----------|---|
| <b>P1</b> | Personal data will <b>only</b> be shared to meet the stated objectives of the specific project(s), programme(s) or partnership(s) outlined in this agreement.   |
| <b>P2</b> | The sharing and use of any personal data will comply <b>fully</b> with the requirements of the <i>Data Protection Act 1998</i> and all relevant associated legislation, and will follow best practice guidance issued by the <i>Information Commissioner's Office</i> .   |
| <b>P3</b> | Where data to be shared constitutes Sensitive Personal Data obtained under a duty of confidentiality, the sharing and use of any personal data will <b>always</b> be subject to a <i>Privacy Impact Assessment</i> , undertaken by the Data Controller of the information. <i>Privacy Impact Assessments</i> will be filed as appendices to this agreement. |
| <b>P4</b> | Each agency will be responsible for its own compliance with the <i>Data Protection Act 1998</i> and all relevant associated legislation, including ensuring that it has appropriate local policy and process frameworks in place to underpin best practice, safeguard personal data and protect the legal rights of Data Subjects.                          |

## Requirements

**Each agency party to this agreement shall:**

|           |  |
|-----------|--|
| <b>R1</b> | Have appropriate organisational, procedural, physical and technical safeguards in place to ensure its full compliance with the requirements of the <i>Data Protection Act 1998</i> in relation to the processing of any and all personal data shared through this agreement.   |
| <b>R2</b> | Not knowingly or negligently process personal data shared through this agreement in such a way that it places any party in breach, or potential breach, of the <i>Data Protection Act 1998</i> or any relevant associated legislation.   |
| <b>R3</b> | Only use the information shared with it through this agreement for the purpose(s) agreed with the Data Controller(s) for that information.   |
| <b>R4</b> | Comply with any specific requirements specified by the Data Controller(s) regarding the processing of personal information which the Data Controller(s) share(s) through this agreement.   |
| <b>R5</b> | Only disclose personal information shared with it through this agreement where permission for that disclosure has first been agreed by the Data Controller which provided the information (except where the agency considers that there is a clear legal or regulatory obligation for disclosure without the Data Controller's consent). |
| <b>R6</b> | Agree secure transfer / exchange, access, storage, retention and disposal arrangements which are appropriate to the dataset being shared.  |
| <b>R7</b> | Immediately inform the Data Controller(s) of any breach (or potential breach) of the <i>Data Protection Act 1998</i> , or any relevant associated legislation, in relation to its processing of the information provided by the Data Controller(s).  |
| <b>R8</b> | Indemnify the Data Controller(s) against any costs incurred as a result of the agency's failure to comply with the requirements of the <i>Data Protection Act 1998</i> or any relevant associated legislation.   |

## Agreement

**On behalf of the agencies they represent, the parties named below consent to the sharing of personal data between their agencies only where the requirements of this *Information Sharing Agreement and Protocol* are fully met.**

[illegible]

DRAFT