



3 June 2019

To: Chairman – Councillor Grenville Chamberlain  
Vice-Chairman – Councillor Brian Milnes  
Members of the Scrutiny and Overview Committee – Councillors Ruth Betson,  
Anna Bradnam, Dr. Martin Cahn, Sarah Cheung Johnson, Gavin Clayton,  
Dr. Claire Daunton, Dr. Douglas de Lacey, Geoff Harvey, Steve Hunt,  
Peter McDonald, Judith Rippeth and Graham Cone

Quorum: 5

**There is a pre-meeting session at 5pm for members of the Committee only, to plan their lines of enquiry.**

Dear Councillor

You are invited to attend the next meeting of **SCRUTINY AND OVERVIEW COMMITTEE**, which will be held in the **SWANSLEY ROOM, GROUND FLOOR, SOUTH CAMBRIDGESHIRE HALL, CAMBOURNE** on **THURSDAY, 13 JUNE 2019** at **5.20 p.m.**

Members are respectfully reminded that when substituting on committees, subcommittees, and outside or joint bodies, Democratic Services must be advised of the substitution *in advance of* the meeting. It is not possible to accept a substitute once the meeting has started. Council Standing Order 4.3 refers.

Yours faithfully

**Mike Hill**

Interim Chief Executive

**The Council is committed to improving, for all members of the community, access to its agendas and minutes. If you have any specific needs, please let us know, and we will do what we can to help you.**

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## AGENDA

## PAGES

1. **Apologies**  
To receive apologies for absence from committee members.
2. **Declarations of Interest**
3. **Minutes of Previous Meeting**  
The minutes of the previous meeting will follow.
4. **Public Questions**

**5. Compulsory Purchase Order The Tree, 9 Bar Lane, Stapleford - Public representations**

As the report in relation to the Compulsory Purchase Order of The Tree is exempt due to commercial sensitivity, the Chairman has agreed to exercise his discretion in accordance with Section M (Public Addressing Scrutiny) of Part 5 (Codes and Protocols) of the Council's Constitution, to allow public representations to be made.

**6. Exclusion of Press and Public**

Agenda items 7, 8 and 9 contain confidential information. The press and public are therefore likely to be excluded from the meeting during consideration of these agenda items in accordance with the provisions of Section 100(a)(4) of the Local Government Act 1972. The reports contain restricted information as defined in paragraph 3 of Schedule 12A of the Local Government Act 1972 (As Amended). Paragraph 3 relates to "Information relating to the financial or business affairs of any particular person (including the authority holding that information)".

**7. Compulsory Purchase Order The Tree, 9 Bar Lane, Stapleford (Exempt item)**

**8. Investment Strategy - Investment Partnerships (Exempt item)**

**9. Investment Strategy - Core Staffing Establishment (Exempt item)**

**Readmittance of the public**

The press and public will be readmitted to the meeting for the consideration of the remaining agenda items, which are not confidential.

**10. Renewal of the Shared Service Agreement for the Cambridgeshire Home Improvement Agency 1 - 48**

**11. Shared Services - Annual Reports 49 - 62**  
Appendices A and B will follow.

**12. Scrutiny Work Programme 63 - 76**  
For the committee to consider its work programme, which is attached with the Council's Notice of forthcoming Key and Non Key Decisions. When considering items to add to its work programme, the committee is requested to use the attached Scrutiny Prioritisation Tool.

**13. To Note the Dates of Future Meetings**  
To note that the next meeting will take place on Tuesday 16 July 2019 at 5.20pm.

**Exclusion of Press and Public**

The law allows Councils to consider a limited range of issues in private session without members of the Press and public being present. Typically, such issues relate to personal details, financial and business affairs, legal privilege and so on. In every case, the public interest in excluding the Press and Public from the meeting room must outweigh the public interest in having the information disclosed to them. The following statement will be proposed, seconded and voted upon.

"I propose that the Press and public be excluded from the meeting during the consideration of the following item number(s) ..... in accordance with Section 100(A) (4) of the Local Government Act 1972 on the grounds that, if present, there would be disclosure to them of exempt information as defined in paragraph(s) ..... of Part 1 of Schedule 12A of the Act."

If exempt (confidential) information has been provided as part of the agenda, the Press and public will not be able to view it. There will be an explanation on the website however as to why the information is exempt.



## **GUIDANCE NOTES FOR VISITORS TO SOUTH CAMBRIDGESHIRE HALL**

### **Notes to help those people visiting the South Cambridgeshire District Council offices**

While we try to make sure that you stay safe when visiting South Cambridgeshire Hall, you also have a responsibility for your own safety, and that of others.

#### **Security**

When attending meetings in non-public areas of the Council offices you must report to Reception, sign in, and at all times wear the Visitor badge issued. Before leaving the building, please sign out and return the Visitor badge to Reception.

Public seating in meeting rooms is limited. For further details contact Democratic Services on 03450 450 500 or e-mail [democratic.services@scambs.gov.uk](mailto:democratic.services@scambs.gov.uk)

#### **Emergency and Evacuation**

In the event of a fire, a continuous alarm will sound. Leave the building using the nearest escape route; from the Council Chamber or Mezzanine viewing gallery this would be via the staircase just outside the door. Go to the assembly point at the far side of the staff car park opposite the staff entrance

- **Do not** use the lifts to leave the building. If you are unable to use stairs by yourself, the emergency staircase landings have fire refuge areas, which give protection for a minimum of 1.5 hours. Press the alarm button and wait for help from Council fire wardens or the fire brigade.
- **Do not** re-enter the building until the officer in charge or the fire brigade confirms that it is safe to do so.

#### **First Aid**

If you feel unwell or need first aid, please alert a member of staff.

#### **Access for People with Disabilities**

We are committed to improving, for all members of the community, access to our agendas and minutes. We try to take all circumstances into account but, if you have any specific needs, please let us know, and we will do what we can to help you. All meeting rooms are accessible to wheelchair users. There are disabled toilet facilities on each floor of the building. Infra-red hearing assistance systems are available in the Council Chamber and viewing gallery. To use these, you must sit in sight of the infra-red transmitter and wear a 'neck loop', which can be used with a hearing aid switched to the 'T' position. If your hearing aid does not have the 'T' position facility then earphones are also available and can be used independently. You can get both neck loops and earphones from Reception.

#### **Toilets**

Public toilets are available on each floor of the building next to the lifts.

#### **Recording of Business and Use of Mobile Phones**

We are open and transparent about how we make decisions. We allow recording, filming and photography at Council, Cabinet and other meetings, which members of the public can attend, so long as proceedings at the meeting are not disrupted. We also allow the use of social media during meetings to bring Council issues to the attention of a wider audience. To minimise disturbance to others attending the meeting, please switch your phone or other mobile device to silent / vibrate mode.

#### **Banners, Placards and similar items**

You are not allowed to bring into, or display at, any public meeting any banner, placard, poster or other similar item. Failure to do so, will result in the Chairman suspending the meeting until such items are removed.

#### **Disturbance by Public**

If a member of the public interrupts proceedings at a meeting, the Chairman will warn the person concerned. If they continue to interrupt, the Chairman will order their removal from the meeting room. If there is a general disturbance in any part of the meeting room open to the public, the Chairman may call for that part to be cleared. The meeting will be suspended until order has been restored.

#### **Smoking**

Since 1 July 2008, South Cambridgeshire District Council has operated a Smoke Free Policy. No one is allowed to smoke at any time within the Council offices, or in the car park or other grounds forming part of those offices.

#### **Food and Drink**

Vending machines and a water dispenser are available on the ground floor near the lifts at the front of the building. You are not allowed to bring food or drink into the meeting room.

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# Agenda Item 10



**South  
Cambridgeshire  
District Council**

**REPORT TO:** Scrutiny & Overview Committee  
Cabinet

13 June 2019

1 July 2019

**LEAD OFFICER:** Heather Wood – Interim Assistant Director Housing

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## **Renewal of the Shared Service Agreement for The Cambridgeshire Home Improvement Agency**

### **Purpose**

1. The purpose of this report is to note the progress of the Cambridgeshire Home Improvement Agency (CHIA) and to agree to the renewal of the shared service agreement for a further three years up to 31<sup>st</sup> March 2022.
2. This is a key decision because it is significant in terms of its effects on communities living or working in an area comprising two or more wards or electoral divisions in the area of the relevant local authority; and it was first published in the May 2019 of the Forward Plan.

### **Recommendations**

3. It is recommended that Cabinet approves the renewal of the Cambridgeshire Home Improvement Agency shared service agreement for a further three years up to 31<sup>st</sup> March 2022 (Appendix A).

### **Reasons for Recommendations**

4. The Cambridgeshire Home Improvement Agency is achieving the objectives of the shared Home Improvement Agency (see point 10 below), whilst continuing on a journey of improvement. Without the shared Home Improvement Agency, the Council would offer a lesser service providing grants but applicants would have to submit their own applications, appoint contractors and oversee works themselves. The one-to-one support provided by the Agency in terms of signposting to relevant organisations, providing advice, project managing adaptations/repairs and working with health and social care partners would also be lost.
5. The Cambridgeshire Home Improvement Agency is a key organisation strategically placed to help deliver on the Better Care Fund objectives.

### **Background**

6. The Cambridgeshire Home Improvement Agency (CHIA) was established on 1<sup>st</sup> April 2012, as a partnership between South Cambridgeshire, Huntingdonshire and Cambridge City. This shared service was set up as an Agency long before the Council entered into the 3C shared services arrangements and has been operating for seven years.
7. The CHIA was the first original shared service for the local authority and from the outset established governance arrangements through a dedicated specialist Housing Management Board, consisting of one senior representative from each of the local authorities. For South Cambridgeshire District Council, this is currently the Head of

Housing Strategy following the departure of the Housing Director. The Management Board meets quarterly to monitor operational issues, performance and spend and to give strategic direction.

8. As the CHIA is operating successfully within its own dedicated governance Board and has clear objectives in terms of helping to meet the Better Care Fund, it was agreed when the governance arrangements were set up for the 3c Shared Services that it was not appropriate to include the CHIA as part of the wider overall 3c governance arrangements.
9. In 2015, a report was taken to Cabinet to approve the continuation of the shared service for a further three years up to 2018/19. At that time it was noted that savings to the General Fund of approximately £40,000 a year had been achieved.
10. The reasons for setting up the shared service were:
  - To achieve cost savings and delivery of value for money
  - To improve the resilience of the service
  - To provide a platform for improving the overall service
  - To provide a platform for extending the service in the future.

The shared service was supported by the County Council Supporting People team who wanted to reduce and rationalise the number of contracts they managed. This was at a time when funding came from the Supporting People Programme.

11. The purpose of the Agency is to support disabled and vulnerable people of all ages to improve their living conditions and quality of life by enabling them to remain living independently and safely in their home. The Agency works with people of all ages, who may be living with complex conditions or are terminally ill. It also works with people living in housing conditions in need of maintenance, repair or improvement and also offers a wide range of information. CHIA work on individual, bespoke projects, mainly with people who own or privately rent their homes.
12. The CHIA consists of a Manager and ten staff.
13. The shared service arrangement is that Cambridge City Council host the Agency, the ICT is supported via Huntingdonshire and the accommodation is provided by South Cambridgeshire DC. All costs associated with the CHIA are recharged by the local authorities to the Agency; for South Cambridgeshire District Council this includes a rental charge of £10,000 per annum for the accommodation and any recharges for stationery, postage based on usage. The three local authorities do not directly contribute to the revenue funding of the Agency.
14. The operation of the Agency is funded mainly through fees, currently charged at 15% of works, with the remaining funding (£37,600 in 2018/19) provided by the County Council through the DFG capital allocation being top sliced for other capital spend and the County Council instead transferring revenue funding. The funding for the disabled facility grants comes direct from the Better Care Fund through the DFG capital allocation.



15. It is normal practice for Home Improvement Agencies to charge a fee for works (which will generally be funded through the grant award). The 15% fee charged is lower than in East Cambs (20%) and Fenland (27%) meaning the DFG budget can go further.

### **Considerations**

16. An independent review of the CHIA was commissioned by the CHIA Board in 2017. The review identified that costs of other HIAs were broadly in line with the Agency. For 2018/19, it is anticipated that there will be a small surplus to the operating costs which will be reinvested into the development/improvement of the Agency.
17. The review also outlined a series of recommendations which the Board and CHIA are working to address. Since that time, there have been significant improvements following a new manager being appointed and implementation of an improvement plan (see Appendix B). The time taken to complete a Disabled Facilities Grant (DFG) has reduced considerably meaning that people are now receiving the support they need much sooner. The average time taken between the date of referral to practical completion for works costing less than £10,000 has reduced significantly from over 40 weeks in 2017/18 to 18 weeks in 2018/19. For larger works costing more than £10,000 the average time taken has also reduced from 57 weeks in 2017/18 to 36 weeks 2018/19. A lean review, new contracts and new pathway trials are all helping to further improve the efficiency of the service.
18. In April 2019, the three local authorities have adopted a county-wide Housing Adaptations and Repairs Policy which will give greater scope to the Agency to use the capital grant allocation from the Better Care Fund more flexibly. Cabinet approved the new Housing Adaptations and Repairs Policy and noted the existing budget arrangements at their meeting in April 2019.
19. Whilst the CHIA continues on an improvement journey, it is achieving the objectives set out at point 10 above. It is considered that the CHIA is performing well and is a valued service by customers. The percentage of customers who state that they are satisfied with the service provided is consistently in the 90%s.
20. Should at any time a local authority wish to terminate its participation in the Agreement, at least six months notice should be given. Should the CHIA end, each local authority will pay an equal amount of any costs that relate to the ending of the Agency. This shall include but will not be limited to any redundancy costs of any of the CHIA Team should this occur.
21. The City Council has already approved the recommendation to renew the shared service agreement, with the same approvals being sought from Huntingdonshire District Council.

### **Options**

22. **Option A:** To approve the renewal of the Cambridgeshire Home Improvement Agency shared service agreement for a further three years up to 31<sup>st</sup> March 2022 (Appendix A).

Reasons for Approval –The shared service arrangement is achieving the objectives of the CHIA (see point 10 above) and continues to improve its service to residents. At the same time the General Fund no longer subsidises the revenue cost of the service.

23. **Option B:** To reject the renewal of the CHIA shared service agreement.

Reasons for Refusal – All of the benefits of the shared service would be lost if the service were to be brought back in house. Whilst the performance of the shared service continues to improve there is no rationale for seeking to outsource the work.

### **Implications**

24. In the writing of this report, taking into account financial, legal, staffing, risk management, equality and diversity, climate change, community safety and any other key issues, the following implications have been considered: -

#### ***Financial***

25. There is currently no cost to the Council in terms of operating the CHIA shared service. However, if the Council decides that it does not wish to participate in the CHIA shared service, there will need to be a full analysis of the likely increased costs in terms of terminating the agreement and setting up an in-house service.

#### ***Legal***

26. No legal implications have been identified. The shared service agreement has been reviewed by 3C Shared Legal Service.

#### ***Staffing***

27. No staffing implications have been identified. However, if the Council decides that it does not wish to participate in the CHIA shared service, there may be implications in terms of redundancy within the shared service staff and capacity issues within the existing staffing structure of the Council.

#### ***Risk Management***

28. No risks have been identified. However, if the Council decides that it does not wish to participate in the CHIA shared service, a full risk assessment will need to be undertaken as part of the termination of the agreement.

#### ***Equality and Diversity***

29. The CHIA offers an enhanced service for residents who are disabled and/or vulnerable and therefore has positive outcomes, in particular to the protected characteristics:
- Age
  - Disability
  - Low income households

#### ***Climate Change***

30. No implications have been identified.

### **Consultation responses**

31. The draft CHIA shared service agreement has been reviewed by the CHIA Board, and advice sought on the GDPR implications.

### **Effect on Strategic Aims**

#### **A modern and caring Council**

32. Providing a high quality service that supports residents to live healthy and independently.

- Housing that is truly affordable for everyone to live in**
33. Enabling residents to live healthy and independently in their own homes.

#### **Background Papers**

Where [the Local Authorities \(Executive Arrangements\) \(Meetings and Access to Information\) \(England\) Regulations 2012](#) require documents to be open to inspection by members of the public, they must be available for inspection: -

- (a) at all reasonable hours at the offices of South Cambridgeshire District Council;
- (b) on the Council's website; and
- (c) in the case of documents to be available for inspection pursuant to regulation 15, on payment of a reasonable fee required by the Council by the person seeking to inspect the documents at the offices of South Cambridgeshire District Council.

**Report Author:** Julie Fletcher – Head of Housing Strategy  
Telephone: (01954) 713352

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## APPENDIX A – CHIA SHARED SERVICE AGREEMENT

### Renewal of the Shared Service Agreement for the Cambridgeshire Home Improvement Agency

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**THIS SHARED SERVICE AGREEMENT** is dated 1<sup>st</sup> April 2019

#### BETWEEN

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

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

#### BACKGROUND

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

#### AGREED TERMS

##### 1. Definitions and Interpretation

<b>"Agreement"</b>	means this Agreement, including the Schedules;
<b>"Business Plan"</b>	means the document setting out the strategic direction of Cambs HIA as developed or from time to time revised at the direction and with the approval of the Management Board;
<b>"Cambs HIA"</b>	means the shared service set out herein and as more particularly described in <b>Schedule 2</b> (Objectives and Core Services);

<b>"Cambs HIA Accountant"</b>	means the officer of the Lead Authority who as part of his or her duties at any time (as determined by the Lead Authority) is charged with acting as the accountant for Cambs HIA;
<b>"Cambs HIA Budget"</b>	means the funding providing to the Cambs HIA for its operational purposes from the Parties and from such other authorities, bodies or agencies (including Cambridgeshire County Council pursuant to their statutory or other public interest obligations and objectives from time to time;
<b>"Cambs HIA Manager"</b>	means the manager of the Cambs HIA as appointed and employed from time to time by the Lead Authority;
<b>"Cambs HIA Team"</b>	means the staff employed by the Lead Party to work in Cambs HIA, but excluding any people seconded to Cambs HIA;
<b>"Claims"</b>	means all demands, claims and liabilities (whether criminal or civil, in contract, tort or otherwise) for losses, damages, legal costs and other expenses of any nature whatsoever and all costs and expenses (including legal costs) incurred in connection therewith;
<b>"Commencement Date"</b>	means the Commencement Date of the 2012 Agreement (as the same is defined therein);
<b>"Financial Year"</b>	means a year beginning on 1 <sup>st</sup> April and ending on the following 31 <sup>st</sup> March;
<b>"Force Majeure Event"</b>	<p>means the occurrence during the term of:</p> <ul style="list-style-type: none"> <li>(i) war, civil war, armed conflict or terrorism; or</li> <li>(ii) nuclear, radioactive, chemical or biological explosion or contamination unless the source or cause of the explosion or contamination is the Party concerned; or</li> <li>(iii) fire, explosion, storm, riot and civil commotion, tempest, flood, volcanic eruption or earthquake; or</li> <li>(iv) pressure waves caused by devices travelling at sonic or supersonic speeds</li> </ul> <p>which directly causes the Party concerned to be unable to comply with all or a material part of its obligations under this Agreement;</p>

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

<b>"Working Day"</b>	means any day other than a Saturday, Sunday or public holiday in England and Wales.
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## **2. Commencement and Term**

This Agreement shall be deemed to have commenced on the Renewal Date and shall continue until 31<sup>st</sup> March 2022 unless terminated in accordance with the further provisions of this Agreement

## **3. Basis of Agreement**

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

## **4. Roles, Governance and Review**

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

## **5. Resources**

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



providing such resource and accommodation as shall be reasonably consistent with Cambs HIA's operational requirements.

## **6. Risks**

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

## **7. Intellectual Property**

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

## **8. Indemnities**

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

- 8.3 The Lead Party shall be indemnified and shall be kept indemnified by the other Parties against any Claim that may be brought by or incurred in respect of any person in relation to his or her employment by one of the other Parties, including any failure to comply with duties under the Transfer of Undertakings (Protection of Employment) Regulations 2006 to inform and consult representatives.

## **9. Termination**

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

- (c) for the avoidance of doubt, where there are two or more Remaining Parties, the Agreement shall remain in force as between them and the termination will amount to a partial termination.
- 9.4 The Parties, acting through the Management Board or otherwise, may at any time mutually agree to terminate this Agreement (and therefore the Cambs HIA), on such notice as they may agree in writing, which notice shall be at least sufficient to meet the requirements of clause 10.1.
- 10. Consequences of Termination**
- 10.1 Upon full termination of the Agreement, the Parties shall take such steps as may be necessary in order to wind up the Cambs HIA and its operations in a fair, timely and orderly manner.
- 10.2 Upon partial termination of the Agreement, to the extent that such termination results in the Cambs HIA or another Party or Parties incurring additional costs that it or they would not have incurred but for the partial termination, the Terminating Party or Terminated Party (as the case may be) shall be liable for and shall pay such additional costs upon written demand accompanied by a full and complete breakdown of all the additional costs claimed together with reasonable supporting evidence.
- 11. Information**
- The Parties shall procure that Cambs HIA shall comply with their and its respective obligations and follow the protocols in relation to the sharing and processing of information pursuant to or in connection with this Agreement and the operations of the Cambs HIA, as such obligations and protocols are more particularly set out in **Part 1** and **Part 2 of Schedule 7** (Information).
- 12. Force Majeure**
- 12.1 No Party shall be considered in breach of its obligations under this Agreement, or be responsible for any delay in the performance of such obligations, if such performance is prevented or delayed wholly or in material part as a direct or indirect consequence of a Force Majeure Event.
- 12.2 If the performance any Party's obligations under this Agreement is, in the reasonable opinion of that Party, delayed or affected by a Force Majeure Event, then that Party shall promptly notify the other Parties in writing, giving details of the Force Majeure Event and, in so far as it can be reasonably ascertained, the anticipated length of delay.
- 13. Notices**
- 13.1 All and any notices which are required to be given under this Agreement shall be in writing sent to the address of the relevant Party or Parties ("Receiving Party") given in this Agreement or to such other address as the Receiving Party may from time to time designate by notice given in accordance with this clause 13.
- 13.2 Notice may be delivered personally or by first class pre-paid letter post or by facsimile transmission and shall be deemed to have been served:
- (a) if by personal delivery, at the time of delivery;

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

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

#### **14. Status of the Parties**

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

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

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

#### **15. Assignment**

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

#### **16. Costs**

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

#### **17. Third Parties**

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

## **18. Whole Agreement**

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

## **19. Variation**

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

## **20. Dispute Resolution**

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

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

## **21. Governing Law**

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

## **22. Publicity**

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

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

**SCHEDULE 1**  
**PRINCIPLES OF COLLABORATION**

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

## **SCHEDULE 2**

### **OBJECTIVES AND CORE SERVICES**

#### **1. General**

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

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

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

#### **2. Service Objectives**

Cambs HIA's objectives are to:

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



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

### **3. Promotion of Services and Wider Accountability**

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

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

#### **4. Core Services**

##### **4.1 General Advice, Information and Co-ordination**

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

(i) Property specific issues, including

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

(ii) Income maximisation and sources of funding, including

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

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

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

##### **4.2 Assessing Housing Needs**

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

### SCHEDULE 3

#### SERVICE REQUIREMENTS

##### A. GENERAL

###### 1. Private work

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

###### 2. Quality Assurance

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

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

###### 3. Equality and Diversity

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

###### 4. Comments and Complaints

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

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

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

###### 5. Electronic Document Management and Storage

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

6. Publicity

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

7. Contractors

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

8. Grants/Assistance Policy and Processing

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

**B. FINANCIAL ARRANGEMENTS**

1. Normal fee payments to Cambs HIA

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

2. Frequency and records of payments

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

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

3. Party indicative capital programmes

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

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

Party	DFG (including county grant)	Repairs Assistance	Year
City Council	£653000	£195K	2019/20
South Cambs	£670000	£100K	2019/20
Huntingdonshire	£2400000	£0	2019/20

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

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

4. Service Customer Contributions

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

5. Third Party Contributions

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

6. Feasibility Studies and Abortive works

- 6.1 Cambs HIA reserves the right to charge a fee up to the maximum for any work completed by the agency where work does not proceed to a grant. This should be proportionate to the time and resources deployed on the individual project.
- 6.2 Cambs HIA will seek agreement in advance, for each occasion, with the relevant GVO or PSHO for feasibility studies when funding is being sought for feasibility of proposed works by the engagement of third parties e.g. structural engineer's report.
- 6.3 Cambs HIA shall seek agreement, on each occasion, for any payment or for abortive works e.g. architectural design completed but grant does not go ahead where the payment sought is for the architectural design element alone.

7. Payments to contractors

- 7.1 Payments to Contractors will be made in accordance with the procedures, timescales, systems and statutory obligations of the relevant Party as notified by each of the Parties to Cambs HIA and as subsequently advised by Cambs HIA to the contractors and suppliers concerned.
- 7.3 Cambs HIA shall notify the relevant Party council or PSHO at its earliest opportunity and within twenty-four (24) days of the date of the invoice when an invoice is in dispute with the contractor. This is to enable this dispute to be recorded on the relevant Party council's payment system.
- 7.4 The final certificate of completion shall certify that the works have been verified or inspected and shall be accompanied by the designated form, signed by the Service customer.

**C. INPUTS REQUIRED OF THE PARTY COUNCILS**

1. Policy Advice

Each Party council will:

- 1.1 provide day to day policy advice and direction to the Cambs HIA Manager and Cambs HIA Team on the interpretation of the relevant council policies and legislation as required;
- 1.2 discuss with and advise the Cambs HIA Manager of any amendments to relevant council's grants policy or legislation that may affect Service customers;
- 1.3 discuss on a regular basis complex cases in order to progress them to an eventual outcome following a report to the relevant GVO or PSHO;
- 1.4 share information on regulatory compliance and good practice requirements.

2. Grant Approvals/Forecast of capital spend

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

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

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

3. Service Customer Contributions

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

4. Third Party Contributions

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

5. Service customer surveys

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

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

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

#### **E. PARTY SPECIFIC SERVICE REQUIREMENTS**

1. **Grant Policy**

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

2. **Fees Policy**

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

## **SCHEDULE 4 MANAGEMENT BOARD**

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

### **Functions**

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

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

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

### **Reporting**

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

#### **Annual Report**

The Annual Report shall include the following:

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

#### **Quarterly Reports**

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

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



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

### **Membership**

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

### **Meetings**

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

### **Board Support**

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

## SCHEDULE 5

### FINANCIAL MANAGEMENT

#### 1. Financial Responsibility

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

#### 2. Budgeting

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

#### 3. Income

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

#### 4. Cost Sharing Mechanism

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

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

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

## **5. Reporting**

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

## **6. Audit**

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

## **7. Review**

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

## **8. Exit strategy and treatment of wind up costs**

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

## **SCHEDULE 6**

### **RESOURCES**

#### **PART 1 - KEY PERSONNEL**

##### **A. CHIA Manager**

The role of the CHIA Manager will be to:

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

##### **B. CHIA Accountant**

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

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

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

## **Part 2 - STAFF**

### **A. Cambs HIA Team**

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

### **B. Secondees**

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

## **PART 3 -ACCOMMODATION**

### **A. Accommodation & Facilities**

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

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

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

1. Huntingdonshire will:
  - (a) provide the Cambs HIA Team with access to the following Third Party Software to enable them to carry out the tasks described in this Agreement:  
  
3C ICT Services - Information@Work System; Civica Authority  
  
and other specialist software required to deliver the Cambs HIA service (e.g. AutoCAD). This will include any systems procured to replace said systems.
  - (b) provide and maintain the Cambs HIA Team with the following IT equipment, or other suitable and appropriate equipment by agreement, to enable them to carry out the tasks described in this Agreement:  
  
EDM PC/scan station;  
  
EDM Scanners;  
  
Laptops and associated docking station and monitors as required; and  
  
Remote Access Points and Remote Working Tools as required1 x MFD at Cambourne as required
  - (c) provide the Cambs HIA Team with necessary network connections to enable them to access Huntingdonshire's network and the systems listed in 1(a) above.
  - (d) provide and maintain for designated GVO or PSHO officers in all Party councils with the following IT equipment, or other suitable and appropriate equipment by agreement, to enable them to carry out the relevant tasks described in this Agreement:  
  
Access to EDM PC/scan station  
  
Access to EDM Scanners  
  
Laptops and associated docking station and monitors as required  
  
Remote Access Points and Remote Working Tools as required as required
2. The right is reserved to change the Third Party Software described in 1(a) at any time during the lifetime of this Agreement subject to giving the Cambs HIA Manager three months' written notice of any such proposed change.
3. The services mentioned in 1. above will be delivered in accordance with 3C ICT's Shared ICT Services Catalogue (howsoever titled from time to time).

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



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

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

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

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

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

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

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

**SCHEDULE 7**  
**INFORMATION**

**PART 1 - GENERAL**

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

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

1. The Parties shall comply with any notification requirements under the GDPR/DPA and will duly observe all their respective and collective obligations under the GDPR/DPA that arise in connection with this Agreement.
2. Notwithstanding the general obligation in 1. above, where one Party ("**Processing Party**") is processing Personal Data as a Data Processor for another Party, the Processing Party shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data and to guard against unauthorised or unlawful processing of and accidental loss or destruction of, or damage to, the Personal Data, as required under article 5(1)(f) of the GDPR and shall:
  - 2.1 provide the other Party with such information as the other Party may reasonably require to satisfy itself that the Processing Party is complying with its obligations under the DPA;
  - 2.2 promptly notify the other Party of any breach of the security measures required to be put in place pursuant to this paragraph 2; and
  - 2.3 ensure that it does not knowingly or negligently do or omit to do anything that places the other Party in breach of that Party's obligations under the DPA.
3. The Parties acknowledge that they are each subject to the requirements of FOIA and EIR and shall assist and co-operate with each other (at their own expense) to enable each party to comply with the Information disclosure requirements of FOIA and EIR.
4. Each Party shall use its best endeavours to keep in strict confidence, and shall procure that its employees, agents and advisors keep in strict confidence, all and any Confidential Information acquired by it (whether directly or indirectly) concerning any other Party in consequence of this Agreement and/or its participation in Cambs HIA.
5. Other than with the prior written consent of the disclosing Party, no recipient Party shall disclose Confidential Information other than for the purposes of this Agreement and/or Cambs HIA (including, as necessary, disclosure to its own employees, agents and advisors) provided that this prohibition shall not apply in respect of Confidential Information that the recipient Party can prove:
  - (a) was already known to it before it received it from the disclosing Party;
  - (b) was subsequently disclosed to it lawfully by a third party who did not obtain it (whether directly or indirectly) from the disclosing Party;
  - (c) was in the public domain at the time of receiving it or has subsequently entered into the public domain other than by reason of breach of this paragraph 5 or of any obligation of confidence owed by the recipient Party or by any related third party to the disclosing Party;
  - (d) was required to be disclosed by law, order of a court of competent jurisdiction or a governmental or regulatory body.
6. Records of grants and assistance will be kept by Cambs HIA and the relevant Party following grant completion for such period or periods as the Management Board shall from time to time determine, or in line with the data retention policy of the Party current from time to time (whichever period is the longer). Records will be made available to the relevant Party on request.
7. The provisions of this Part of this Schedule 7 (Information) shall survive termination of the Agreement.

## **PART 2-INFORMATION SHARING PROTOCOL**

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

### **1. ISP ownership**

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

### **2. Data Managers**

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

### **3. Scope and purpose of the information-sharing project**

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

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

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

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

## 5 Further Use of Data

- 5.1 Partners agree to further use of the information in a suitably anonymised form to assist in future planning for Cambs HIA and to support wider strategic and long term planning by Party councils and other agencies.
- 5.2 For any further access or use of data not specified in this Agreement, the consent of the relevant Management Board member (for Party specific information) or approval from the Management Board must be given.

## 6. Legal basis for sharing information

- 6.1 Each Party must be able to identify the lawful basis for exchanging this data.
- 6.2 To ensure that the processing is fair and lawful, ensure that each Partner receiving, holding and processing information, is able to identify the relevant reason for doing so in schedule 2 or 3 (if sensitive information) of the Data Protection Act 1998.
- 6.3 This ISP has been developed to achieve the objectives set out in section 3 above. It is the intention that all aspects of information sharing and disclosure relating to this ISP shall comply with all applicable legislation that protects personal data;
- 6.4 Sharing personal information in accordance with this ISP is lawful under the Data Protection Act 1998 schedule 2/3 conditions:

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

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

## 7. Refusal to consent to share personal information

- 7.1 Occasionally, an individual may refuse to give consent to share their information. Where it is lawful to share such information in spite of the refusal, the Data Controller must record the refusal of consent and the reasons for overriding that refusal.
- 7.2 The Data Controller is responsible for ensuring that data subjects are advised that their information is being or may be shared.

## 8. Subject Access Requests and Complaints

- 8.1 Partners will use their standard organisational procedures to deal with subject access requests or complaints from the public arising from information sharing under this protocol.
- 8.2 The Cambs HIA Manager will ensure that Subject Access Requests that require information and support from Cambs HIA are dealt with appropriately, taking account of the relevant Party's organisational procedures.

## 9. Information security

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

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

- Internal system checks conducted by Cambs HIA & by Huntingdonshire as the provider of the ICT equipment and support (see **Schedule 6** (Resources))
  - Data Manager checks
  - Preparation for and monitoring reports to the Cambs HIA Board (quarterly or as requested)
  - Audit arrangements
  - Verification by the customer or other agencies
- 10.2 Parties receiving shared information are responsible for applying relevant quality assurance before using the information.
- If information is found to be inaccurate, it is the responsibility of the Partner discovering the inaccuracy to notify the Data Controller. The Data Controller will ensure that the source data is corrected and will notify all recipients, who will be responsible for updating the information they hold.
- 10.3 Parties will not be liable for any financial or other costs incurred by other parties to this ISP as a result of any information being wrongly disclosed by another party to this ISP or as a result of any negligent act or omission by another party to this ISP.
11. Review
- 11.1 This ISP will be reviewed 12 months after signature and every 12 months after that and routinely reviewed following changes in legislation or statutory notices.
- 11.2 This review is the responsibility of the individuals who have operational responsibility for the data and should be carried out in consultation with the appropriate teams. The outcome of any review by Cambs HIA will be reported to the Management Board.
12. Confidentiality
- 12.1 Personal information is provided in confidence, in the absence of explicit or implied confirmation, when it appears reasonable to assume that the provider of the information believed that this would be the case. All parties to this ISP accept their duty of confidentiality and will not disclose personal information without the consent of the person concerned, unless there are statutory grounds or overriding justification for doing so and is in the vital interests of the data subject. All parties to this ISP also will ensure that information is not disclosed illegally or inappropriately.
- 12.2 A Party or a third party who has received data under this ISP will follow the following procedure if there is a breach of this ISP.
- Report the breach to the relevant Data Manager and to the Cambs HIA Manager. This will be actioned in accordance with Cambs HIA procedures and the Lead Party policy and procedures.
- Reportable breaches must be reported to the Cambs HIA Management Board.
13. Indemnity
- 13.1 Each Party will keep each of the other Parties fully indemnified against any and all costs, expenses and claims arising out of any breach of this ISP and in particular, but without limitation, the unauthorized or unlawful access, loss, theft, use, destruction or disclosure by the offending partner or its sub-contractors, employees, agents or any



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

14. Freedom of Information Act 2000 (FOIA)

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

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

15. Agreement

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

16. Suspension of ISP

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

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

18. Use of data following termination of this Agreement.

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

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

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

**SIGNED** for and on behalf of:  
**CAMBRIDGE CITY COUNCIL**

Signature

Name:

Position:

Date:

**SIGNED** for and on behalf of:  
**SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL**

Signature

Name:

Position:

Date:

Signed for and on behalf of:  
**Huntingdon District council**

Signature

Name: Andy Moffat

Position: Head of Development

Date:

## APPENDIX B – CHIA IMPROVEMENT PLAN 2017/18

### Renewal of the Shared Service Agreement for the Cambridgeshire Home Improvement Agency

This improvement plan builds on the recent review of the Cambs HIA completed by Northfield Strategic Services. It highlights the 3 main improvements needed and some of the key actions within those priority areas. The plan cross references the DFG Implementation Review action plan produced by the County (marked in brackets).

No.	Key Finding	Lead	Aug 17	Sep 17	Oct 17	Nov 17	Dec 17	Jan 18	Feb 18	Mar 18
1.0	Improve waiting times									
1.1	Fill vacant posts <b>COMPLETED</b>	Frances Swann								
1.2	Use simple BPR principles to improve efficiency of customer and business processes within HIA (2.2) <b>COMPLETED</b>	Frances Swann								
1.3	Review the data used to measure timescales for different types of jobs/opportunities for fast tracking (2.3) <b>COMPLETED</b>	Frances Swann								
1.4	Improve Contractor Flow (tender LAS) (2.5) <b>ALMOST COMPLETE</b>	Procurement								
1.5	Work jointly with HDC to develop a protocol with Luminus to reduce time taken obtaining landlord consent <b>COMPLETED</b>	Frances Swann								
1.6	Introduce a tighter performance	Frances								

No.	Key Finding	Lead	Aug 17	Sep 17	Oct 17	Nov 17	Dec 17	Jan 18	Feb 18	Mar 18
	management culture using new proposed targets <b>COMPLETED</b>	Swann								
1.7	Work jointly with districts to explore delegated permission for HIA staff to proceed with work up to £10k to enable fast tracking of LAS and Stairlifts <b>ADAPTATIONS &amp; REPAIRS POLICY APPROVED APRIL 2019 GIVES GREATER FLEXIBILITY TO PROCESS GRANTS QUICKER.</b>	Frances Swann/ Districts								
<b>2.0</b>	<b>Deliver a range of interventions</b>									
2.1	Introduce a Training Matrix to upskill the team and broaden knowledge <b>COMPLETED</b>	Frances Swann								
2.2	Engage with and make use of the HOOP model in SCDC (1.2.1) <b>COMPLETED</b>	HIA								
2.3	Explore additional work with 1) ECDC and 2) other service areas <b>COMPLETED</b>	Frances Swann								
2.4	Identify possible additional revenue streams <b>ONGOING</b>	Frances Swann								
<b>3.0</b>	<b>Redesign the revenue base for the CHIA</b>									
3.1	To explore options for SCDC and City to merge capital and discretionary budgets to enable more spending flexibility <b>COMPLETED - NEW ADAPTATIONS/REPAIRS</b>	CHIA Board								

No.	Key Finding	Lead	Aug 17	Sep 17	Oct 17	Nov 17	Dec 17	Jan 18	Feb 18	Mar 18
	POLICY ALLOWS GREATER FLEXIBILITY									
3.2	HDC to allocate suitable budget to match demand thus preventing delays HDC BUDGET INCREASED BUT STILL OVER DEMAND	CHIA Board								
3.2	Produce a consultation paper to integrate the GVO's into the Agency, combine the roles to improve efficiency and reinvest savings into the HIA (3.4) CITY COUNCIL TO TRIAL IN 2019/20	Frances Swann/ Districts								
3.3	Review the staffing structure to maximise outputs COMPLETED	Frances Swann								
3.4	Start to scope future opportunities to combine into one Countywide HIA (2.8) ADAPTATIONS PATHWAY UNDERTAKEN BY COUNTY COUNCIL WHICH ALSO HIGHLIGHTS BENEFITS FOR A WHOLLY INTEGRATED COUNTY SERVICE – WILL NEED HIGH LEVEL SUPPORT THROUGH THE INTEGRATED COMMISSIONING BOARD – COUNTY TO PRESENT A REPORT SUMMER 2019	CHIA Board								

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# Agenda Item 11



**South  
Cambridgeshire**  
District Council

**Report To:** Cabinet 1 July 2019

**Lead Cabinet Member:** Councillor Philippa Hart,  
Lead Cabinet Member for Shared Services

**Lead Officer:** Trevor Roff, Interim Director of Finance

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## **SUBJECT: SHARED SERVICES – ANNUAL REPORTS**

### **PURPOSE**

1. To receive the Annual Reports of the services currently delivered in partnership with Cambridge City Council and Huntingdonshire District Council.
2. This is not a key decision as the Annual Reports are provided for information only and the proposals in the report seek to improve the arrangements for monitoring the performance of the existing shared services.

### **RECOMMENDATIONS**

3. That Cabinet is requested to consider the report and, if satisfied, to:
  - (a) Note the 3C Shared Services Annual Report attached at Appendix A;
  - (b) Note the Greater Cambridge Shared Services Annual Report attached at Appendix B;
  - (c) Agree that relevant Officers engage in discussions with Cambridge City Council and Huntingdonshire District Council regarding the potential extension of the original Shared Services Agreement for Legal, Building Control and ICT services beyond the expiry date of 30 September 2020;
  - (d) Agree, as part of the discussion identified in (c) above, that prompt attention be given to the outstanding milestones and actions identified in the original Shared Services Partnership Agreement and to ensuring that the quality standards, performance levels and benefits from the integrated services are defined, understood and clearly documented.

### **REASONS FOR RECOMMENDATIONS**

4. To enable the Cabinet to consider how the various shared services have delivered against the approved business plans for the year ended March 2019. The Annual Reports, at **Appendices A and B**, provide service specific details on the operation and performance of the shared services.

## BACKGROUND INFORMATION

5. There has been a commitment of the Council to shared services and approximately 40% of South Cambridgeshire District Council's services are delivered through shared services arrangements. The development of shared services to date has been opportunistic, with decisions taken on a case by case basis, rather than being led by clear strategy. The commitment culminated in the establishment of 3C Shared Services and Greater Cambridge Shared Services as providers of key services.
6. South Cambridgeshire District Council, Cambridge City Council and Huntingdonshire District Council commenced sharing Legal, Building Control and ICT Services in October 2015 (known as 3C Shared Services). The shared services are based upon a "lead authority model" where an agreed lead Council is responsible for the operational delivery of the service. The formal partnership agreement between the authorities, signed on 14 June 2016, contains a requirement that an Annual Report is prepared on the services' activities and performance. The 3C Shared Services Annual Report, at **Appendix A**, sets out the context for the operation of each of the shared services with a summary of performance against the approved business plan.
7. South Cambridgeshire District Council and Cambridge City Council have also developed a range of shared services comprising planning, waste and internal audit (known as Greater Cambridge Shared Services). The services have each identified service objectives and produce an annual business plan designed to meet these objectives. The Greater Cambridge Shared Services Annual Report, at **Appendix B**, provides an assessment of how the services have performed against these plans.
8. To ensure that the governance arrangements promote transparency and public accountability, both the Annual Report and Business Plans are submitted for formal Member consideration. The achievement of the following outcomes is regarded as the primary objective of sharing services:
  - Protection of services which support the delivery of the wider policy objectives of each Council
  - The creation of services that are genuinely shared between the relevant councils with those councils sharing the risks and benefits whilst having in place a robust model to control the operation and direction of the service;
  - Savings through reduced managements costs and economies of scale;
  - Increased resilience and retention of staff;
  - Minimise the bureaucracy involved in operating the shared service;
  - Opportunities to generate additional income, where appropriate;
  - Procurement and purchasing efficiencies, and
  - Sharing of specialist roles which individually, are not viable in the long-term.
9. There is a continued commitment at the Council to be a good partner to enable effective strategic relationships, collaboration and to drive service integration where this improves shared outcomes. There is a continued commitment, as part of this, to the effective delivery of shared services and to ensure that governance arrangements are effective and service levels are agreed and effectively monitored. This should include a documented understanding of the quality standards, performance levels or benefits from the integrated services.



10. This report, therefore, provides the opportunity for Cabinet to consider the extent to which these outcomes have been delivered and the performance of the range of services that are being administered on a shared basis.

### **3C SHARED SERVICES**

11. The original Shared Services Partnership Agreement, for services that commenced on 1 October 2015, also requires the parties (at Clause 2.2) to “engage in discussions” to agree whether to extend the term of the agreement beyond the expiry date of 30 September 2020 – and provides that this engagement should take place by “no later than the fourth anniversary of the commencement date” [on 1 October 2015], thus by no later than 30 September 2019.
12. The Executive Procedure Rules require Cabinet to approve policies, objectives, targets, or substantial commitments entered into with partner organisations (and Council if the policy framework would be affected or if the commitment would bind the Council in future years). It is considered that the reference to “a substantial commitment” is relevant and, as such, Cabinet are requested to agree that the partners engage in discussions at this stage in line with the terms of the Agreement. Any agreement to extend, or to not extend services (if it was prudent to do so and if the risks of termination could be mitigated), would require Cabinet approval. The parties may, by written agreement, extend the term for a further period of twelve months or such other period as may be agreed in writing. There is no limit on the number of times that the parties may by written agreement extend the term.
13. The governance of the shared services is constantly under review and it has been recognised that proposed changes to the current arrangements will be incorporated into the new Agreement, that will come into force from 1 October 2020. The scheduled renewal of the Agreement provides the opportunity to ensure that outstanding issues and concerns are addressed. This should include:
  - Positive developments (during 2019/2020) to enhance the transparency of shared services by reviewing the basis on which services are recharged to the three partner authorities. In this regard a “recharge model” is being developed to ensure that recharges are fair and consistently applied;
  - Ensuring that services have formal agreements in place to make explicit what is expected of the service. There is concern that there is limited objective management information on the performance of the current shared services and in the absence of a specification, or Service Level Agreement (SLA), to define the scope and standards expected of the current shared services, the limited knowledge of service levels and achievements makes it difficult to hold services to account against defined quality and performance indicators.
  - Ensuring that outstanding key milestones and actions identified in the Shared Services Agreement, scheduled for completion by the end of September 2016, are concluded to ensure that Councils are not exposed to risk and uncertainty over performance levels and standards. The 3C Chief Executives’ Shared Services Board has identified a number of “technical” matters, relating to the (i) the establishment of an effective exit plan (which should be updated annually), (ii) the arrangements over time and at the termination of the shared service for the treatment of assets (ownership and procurement) and (iii) cost share calculations. The requirement for some external input has been identified and a budget made available for this purpose.

14. A draft Memorandum of Understanding has been prepared to guide the prompt review of the outstanding issues and to provide the framework for determining whether to extend the current range of services beyond September 2020. This document is attached at **Appendix C** and has been shared with the partner Councils.

## **GREATER CAMBRIDGE SHARED SERVICES**

15. To enhance the governance arrangements, the planning and waste services are nearing completion of Memoranda of Understanding governing their operation. Similar progress needs to be made with the 3C shared services comprising ICT, Legal and Building Control.

## **HOME IMPROVEMENT AGENCY**

16. A separate shared service agreement exists for the Home Improvement Agency, between South Cambridgeshire District Council, Cambridge City Council and Huntingdonshire District Council (known as Cambs HIA Shared Service). The shared service commenced on 1 April 2012 and its purpose is to support disabled and vulnerable people of all ages to improve their living conditions by enabling them to remain living independently and safely in their home. The arrangement enables the Council to meet statutory duties under the Housing Grants, Construction and Regeneration Act 1996 to award Disabled Facilities Grants to assist vulnerable people to carry out essential adaptations subject to qualifying conditions.
17. The Cabinet, at its meeting on 10 September 2015, approved the renewal of the shared service agreement for Cambs HIA for three years to cover the period 2016/2017 to 2018/2019. The Cabinet also supported, in principle, the extension of the service to cover East Cambridgeshire District Council from 1 April 2016. This was subject to the approval of East Cambridgeshire District Council to join the partnership.
18. A revised Shared Services Agreement for the continuation of the HIA, effective from 1 April 2019, has been drafted but the extension has not been approved by the Cabinet. The position needs, therefore, to be regularised and a separate report is included on the Cabinet agenda for this purpose. It is proposed that the agreement is extended and that it continues to incorporate the areas of South Cambridgeshire District Council, Cambridge City Council and Huntingdonshire District Council.

## **OPTIONS**

19. The Annual Reports are provided to Cabinet for information. Cabinet is invited to consider and note the content of these reports but may request further information or clarification if helpful in that deliberation.
20. The report seeks approval to engage in discussions with Cambridge City Council and Huntingdonshire District Council regarding the potential extension of the original Shared Services Agreement for Legal, Building Control and ICT services beyond the expiry date of 30 September 2020. The option of not entering into these discussions is not considered to be appropriate; these discussions will not formally commit the Council and a formal decision would, in any event, be required to either extend, or to not extend, the range of services covered subject to shared arrangements.
21. The option of not renewing the Home Improvement Agency does exist but the benefits derived from the existing shared service agreement would not be realised. Alternative organisational capability would also need to be established.

## IMPLICATIONS

22. In the writing of this report, taking into account the financial, legal, staffing, risk management, equality and diversity, climate change, community safety and any other key issues, the following implications have been considered:

### ***Financial***

23. It is estimated that 55% of the Council's net budget is invested in shared services. The report identifies the need to review the basis on which services are recharged to the three partner authorities to ensure that recharges are fair and consistently applied. The partner authorities have all committed to the development of a "recharge model" to ensure that host authorities are not subsidising partner organisations.

### ***Legal***

24. There are existing formal legal agreements that underpin the shared services between the three partners. Regard needs to be given to the period of these agreements and timely arrangements need to be made to ensure renewal or, if not renewed, the establishment of organisational capacity, capability and resilience.

### ***Other***

25. The Annual Reports, at **Appendices A and B**, set out the staffing and other implications arising on a service by service basis.

### ***Effect on Council Priority Areas***

26. The operations of the various shared services are designed to assist the three Councils in achieving their Corporate Objectives through the creation of resilient, cost effective services that make best use of shared resources and assets while eliminating duplicating and enhancing capacity. In relation to Business Plan priorities:

- **Growing local businesses and economies**

The business plans for the shared Planning Service and the shared Building Control Service include work to support growing local businesses and economies.

- **Housing that is truly affordable for everyone to live in**

The work of the shared Planning Service is relevant here in ensuring that developments meet the council's requirements for affordable homes.

- **Being green to our core**

The general principle of shared services should help to achieve reductions in accommodation and energy use. The work of the shared ICT Service includes initiatives to increase mobile and remote working and this should lead to a reduction in car journeys.

- **A modern and caring Council**

All the shared services have workstreams to modernise working practices and increase efficiency. The key service in enabling this for other services is the ICT Service and there is a need to ensure that this service is efficient and effective.

## **BACKGROUND PAPERS**

Where the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 require documents to be open to inspection by members of the public, they must be available for inspection:

- (a) at all reasonable hours at the offices of South Cambridgeshire District Council;
- (b) on the Council's website; and
- (c) in the case of documents to be available for inspection pursuant to regulation 15, on payment of a reasonable fee required by the Council by the person seeking to inspect the documents at the offices of South Cambridgeshire District Council.

The following documents are relevant to this report:

- 3C Shared Services Partnership Agreement – Dated 14 June 2016
- Shared Services Annual Reports – Report to Cabinet: 28 June 2018
- Shared Services 2019/2020 Business Plans – Report to Cabinet: 3 April 2019
- Cambridgeshire Home Improvement Agency – Draft Shared Services Agreement effective from 1 April 2019.

## **APPENDICES**

1. 3C Shared Services Annual Report
2. Greater Cambridge Shared Services Annual Report
3. Memorandum of Understanding

**REPORT AUTHOR:** Trevor Roff – Interim Director of Finance



## 3C SHARED SERVICES STRATEGIC PARTNERSHIP

### MEMORANDUM OF UNDERSTANDING

#### 1. SCOPE AND STATUS

- 1.1 This memorandum of understanding (MOU) covers the 3C Shared Services strategic partnership (the "Partnership") between Cambridge City Council, Huntingdonshire District Council and South Cambridgeshire District Council (the "Partner Councils"). The MOU sets out:
  - 1.1.1. The shared commitment to be each other's preferred partner for all shared services opportunities;
  - 1.1.2. The principles and objectives in sharing services (the "Shared Services");
  - 1.1.3. The framework and governance for the Shared Services; and
  - 1.1.4. The initial agreement on the first service areas considered for a joint service as outlined in the Shared Services Agreement, dated 14 June 2016, and as summarised in Schedule 1 [Note: For completeness this also identifies the Greater Cambridge Shared Services].
- 1.2 The MOU further sets out the current understanding of the roles and responsibilities of the Partnership and the relationship of this agreement to other shared service opportunities.
- 1.3 This document is not intended by the Partner Councils to be legally binding in any way nor does it represent a complete summary of the aims and proposals of the Partnership.

#### 2. BACKGROUND

- 2.1 The Partner Councils to the MOU are neighbouring local authorities in Cambridgeshire with identical statutory duties and powers within their respective geographical areas.
- 2.2 The Partnership has explored and continues to explore shared service opportunities with a range of partner authorities and bodies. In a number of service areas, successful joint working arrangements already exist with other partners and there is no provision in this agreement that will preclude these existing arrangements from continuing.

- 2.3 The Partnership recognises that substantial budget savings will continue to be required in the foreseeable future and they also share a common priority of improving and focussing services on the needs of residents.
- 2.4 To this end, the Partnership agree that joint and shared services are the practical means to create resilient and improved services for residents within the joint area whilst delivering financial savings.

### **3. AIMS AND PRINCIPLES OF JOINT WORKING**

#### **3.1 Overall Vision**

3.1.1. The core aims of the Partnership are to share services to deliver:

- (a) Improved and resilient services in both areas focussed on and responding to the needs of residents, and
- (b) Value for money and financial savings.

3.1.2. The approach of the Partner Councils to all shared service opportunities will be pragmatic and flexible in meeting these aims. There will be no preferred delivery vehicle for joint working.

#### **3.2 Principles of Joint Working**

3.2.1. The principles of collaboration are as outlined in the Shared Services Agreement of the Partnership dated 14 June 2106.

3.2.2. The Partnership is committed to be each other's preferred partner for all shared services opportunities. Where a service or function is assessed by any one of the Partner Councils as appropriate for a shared service, that Partner Council will seek agreement with the other Partner Councils under the terms of this MOU.

3.2.3. If any one of the Partner Councils is not ready or able to share further services or has an existing partner, each Partner Council is able to seek other alternative partners.

3.2.4. Where one of the Partner Councils seeks other partners for potential shared services opportunities, any arrangement or agreement reached should allow for the other Partner Councils to join that arrangement at a future date.

3.2.5. For services and functions where there are no current proposals for shared services, the Partnership will pro-actively work towards aligning those services (e.g. structures, scope, procurement cycles, business processes, information technology) to make future potential sharing opportunities viable and also to enable "soft" sharing of skills, knowledge and resources.

### 3.3 Values

3.3.1. To underpin the commitment to improving services for residents and delivering value for money, the Partnership will share the following values when delivering and further developing shared services:

- **Innovation:** seeking innovative and imaginative solutions to improve service delivery and create resilience.
- **Challenge:** being open to challenge from each other – as well as by regional and national bodies.
- **Best practice:** utilising best, and “next/future practice” approaches to procurement.
- **Best fit:** adopting a “best fit” approach to seeking solutions.
- **Partnership:** developing positive and effective partnership working across the Partner Councils.
- **Accountability:** achieved through delivery of agreed outcomes within a sound governance framework.
- **Transparency:** making open and clear decisions in relation to service provision and demonstrating the improvements and savings made from shared services to residents and scrutiny bodies within each Partner Council.
- **Information sharing:** sharing information and seeking to keep each other informed whilst respecting legal obligations of confidentiality and data protection.

3.3.2. These values apply equally after a shared service agreement is implemented to ensure that there is continuous improvement of services and value for money.

## 4. FRAMEWORK FOR JOINT WORKING

4.1 The Partnership will develop a framework to progress each shared service opportunity with the intention of creating (i) a suitable and effective model agreement for sharing services and (ii) to allow for the quick implementation of identified shared services opportunities.

4.2 Shared service opportunities will continue to be assessed against a set of criteria to determine whether services are compatible for sharing. The criteria used for this purpose are as follows:

- Strategic Fit.
- Political alignment.
- IT compatibility.
- Business Processes.
- Staffing Arrangements.
- Cost Sharing/Value for Money.
- Risk.
- Organisational Issues.
- Delivery Timescales.
- Ease of Implementation.

- 4.3 A business case evaluation, service design and detailed implementation plan will be developed for services deemed compatible for potential sharing.

## **5. GOVERNANCE ARRANGEMENTS AND LEGAL BASIS**

- 5.1 A corporate governance structure has been established for shared services in accordance with the Shared Services Agreement of the Partnership dated 14 June 2016.
- 5.2 Governance Bodies' meetings will be subject to the provisions of the Freedom of Information Act 2000, Environmental Information Regulations 2005 and any other applicable information legislation or regulations.
- 5.3 Requests for information and management of responses will be dealt with under a Protocol to be agreed by the Partnership.
- 5.4 The Partnership shall be mindful of the need not to prematurely disclose documents or decisions relating to meetings of the Governance Bodies' ahead of formal decision or ahead of any agreement by the relevant body to circulate the information more widely.
- 5.5 The Partnership has a range of powers to enter into joint arrangements for the delivery of services including but not limited to sections 2, 19 and 20 of the Local Government Act 2000 (and regulations made thereunder), sections 101 and 111 of the Local Government Act 1972 as well as specific powers in relation to joint provision of specific service areas. Both authorities are also subject to a duty to achieve best value in the discharge of their functions under section 3 of the Local Government Act 1999.
- 5.6 The Partnership agrees that:
- 5.6.1. All decisions will be made in accordance with their existing constitutional requirements, executive arrangements and schemes of delegation and will be subject to their scrutiny arrangements.
- 5.6.2. Each shared service will:
- (a) Be subject to a legal agreement between the Partner Councils;
  - (b) Have the necessary legal powers to discharge the functions delegated to it;
  - (c) Be provided through an appropriate delivery vehicle determined on a case by case basis;
  - (d) Have proportionate governance arrangements to ensure the proper discharge of those services;
  - (e) Be subject to scrutiny arrangements in each Partner Council;
  - (f) Ensure compliance with all applicable laws and regulations;



- (g) Where necessary, data sharing agreements will be agreed and implemented; and
- (h) Clear financial agreements will be made on apportionment of costs and benefits on a case by case basis.

## **6. PERFORMANCE MANAGEMENT**

- 6.1 An appropriate performance management framework will be put in place and approved by the governance structure to cover:
  - 6.1.1. The Partnership itself;
  - 6.1.2. The operational performance of established shared services.
- 6.2 Service Level Agreements shall exist for each shared service to specify the commitment of the service provider to the Partner Councils and to define particular aspects of the service – quality, availability, responsibilities – including key service indicators to enable effective and regular monitoring.
- 6.3 Annual Reports, submitted for each shared service in line with established governance arrangements, shall include performance data to enable key service indicators to be monitored and reviewed.

## **7. FUNDING AND RECHARGING**

- 7.1 The Partnership agrees that:
  - 7.1.1. The costs of the Governance arrangements, including the Board and the Joint Programme Team will be shared equally by the Partner Councils;
  - 7.1.2. The costs of programme activities from the compatibility analysis, outlined at 4.2 above, to design of a shared service solution for each service in scope shall also be equally shared; and
  - 7.1.3. The apportionment of costs to each Partner Council for implementing and operating the agreed shared service solution for each service shall be separately agreed informed by the specific business case and incorporated into the legal agreement for that solution.
  - 7.1.4. A “Recharge Model” would be developed and adopted to ensure that recharges to the Partner Councils are fair and consistently applied.
  - 7.1.5. Costs recharged shall include direct costs and attributable overheads and support costs and shall be certified as proper, accurate and fair by the designated S151 Officer of the Partner Council responsible for the delivery of the shared service in liaison with the S151 Officer at the Partner Councils.

## **8. TECHNICAL MATTERS**

- 8.1 The operation of shared services will be subject to an agreed position of the Partnership in relation to the following technical matters:
  - 8.1.1. Treatment of Assets (Ownership & Procurement). This should cover the arrangements over time and at termination of the shared service;
  - 8.1.2. Cost Share Calculation – to provide a model for a cost allocation agreement;
  - 8.1.3. Termination and Withdrawal – to establish an effective exit plan;
  - 8.1.4. Hosting – to establish criteria for determining the host authority;
  - 8.1.5. Intelligent Client;
  - 8.1.6. Returning Services – to establish a process for the return of shared services that do not strategically align, including the consideration of relevant matters (e.g. the treatment of assets procured during the life of the shared service, protocol for disaggregating resources employed);
  - 8.1.7. Development of the Shared Service – in terms of strategic evolution, trends and best practice development routes;
  - 8.1.8. Integrated services – to establish arrangements and sound protocol for dealings with situations where the host authority is reliant on another service that is hosted by another Partner Council.
- 8.2 The matters identified in 8.1 above may not be exhaustive and the list may be extended by mutual agreement of the Partner Councils.
- 8.3 The options for responding to the matters identified in 8.1 above may be different for each shared service.

## **9. COMMENCEMENT, DURATION AND TERMINATION**

- 9.1 The MOU will commence from the date it is signed by the Chief Executives and Leaders of the Partner Councils and following the appropriate authorisation of its terms by the executive body of the Partner Councils (IF APPLICABLE). Formal agreement is not, however, a barrier to developing existing shared service opportunities.
- 9.2 The MOU may be terminated by any one of the Partner Councils by giving written notice of the intention to terminate with reasons from a future date. Twelve months' notice of termination must be given in line with the Shared Services Agreement of the Partnership dated 14 June 2016.
- 9.3 A decision to terminate or agree to terminate the MOU under this clause is a key decision under the executive arrangements of each Partner Council.

## **10. REVIEW AND VARIATION**

- 10.1 The Partnership recognises that the preferred partnering agreement will be a dynamic and iterative process as the programme of shared services progresses. This MOU must reflect this and require regular review including:
- 10.1.1. An annual review as part of the Annual Report prepared in accordance with established governance arrangements.
  - 10.1.2. Quarterly review by the Shared Services Management Boards;
  - 10.1.3. Quarterly reports to the relevant Portfolio Holder;
  - 10.1.4. Annual review submitted to the Executives of the Partner Councils;
  - 10.1.5. The Leader of each Partner Council agrees to retain executive power individually to vary the terms of this agreement and may further delegate this power to the Chief Executive of their authority.

## **11. DISPUTE RESOLUTION**

- 11.1 In the unlikely event of a dispute which cannot be resolved through the Governance structure at 5.1, disputes will be resolved by agreement of the Chief Executives of the Partner Councils in consultation with their respective Executive leaders.

## SCHEDULE 1

### SERVICES SUBJECT TO JOINT SERVICE: INITIAL TRANCHE



SERVICE AREA	EFFECTIVE DATE	STRATEGIC LEAD
Legal Services	October 2015	Cambridge City Council
ICT	October 2015	Huntingdonshire District Council
Building Control	October 2015	Cambridge City Council
HIA	1 April 2012	Cambridge City Council

### GREATER CAMBRIDGE SHARED SERVICES

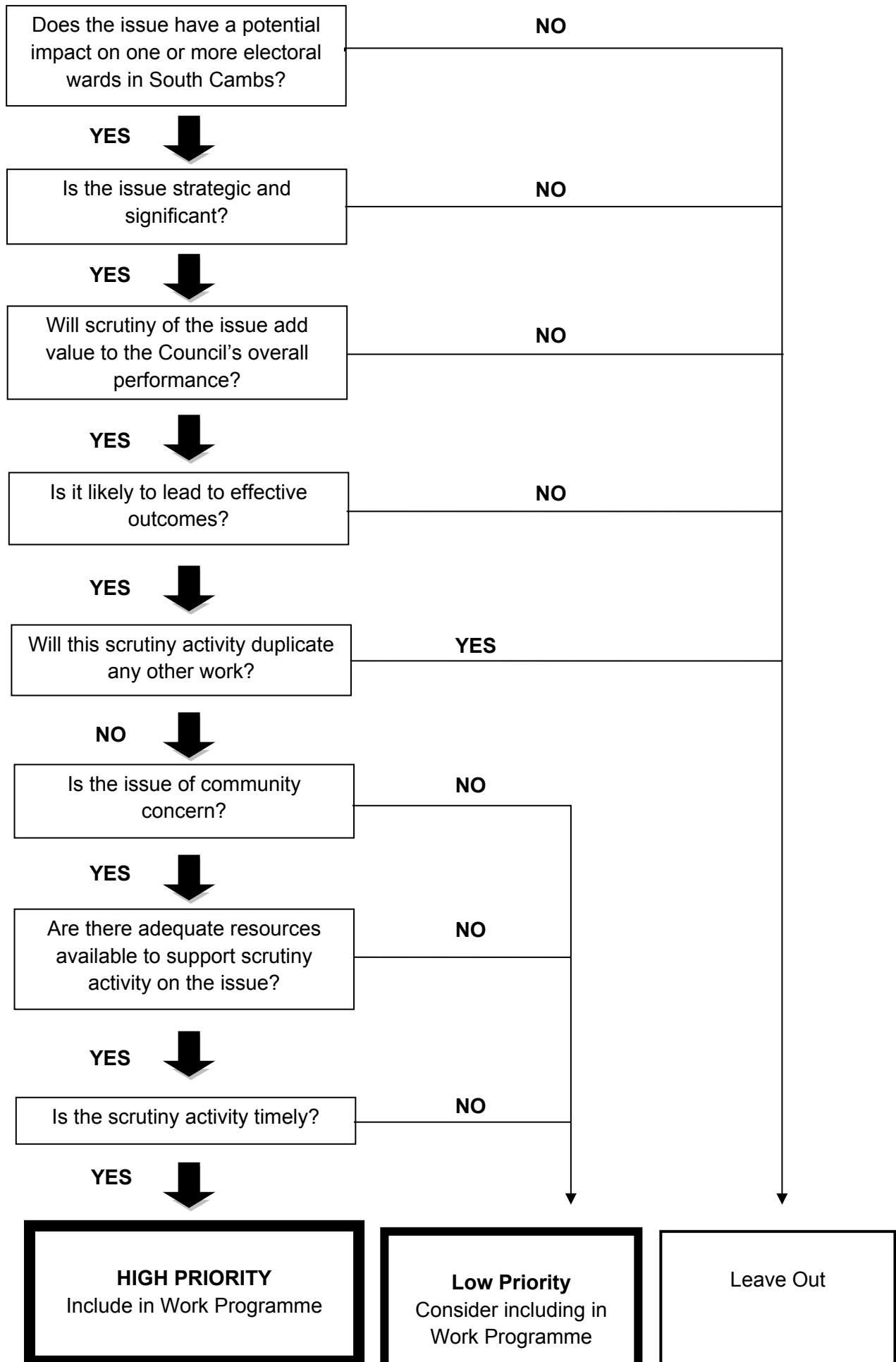
SERVICE AREA	EFFECTIVE DATE	STRATEGIC LEAD
Planning	April 2018	South Cambridgeshire District Council
Waste	2015	South Cambridgeshire District Council
Audit Services	December 2017	Cambridge City Council

## Scrutiny and Overview Committee Work Programme 2018/19

Meeting date	Agenda item
<b>Every meeting</b>	All Key Decision items prior to Cabinet Selected Non-Key Decision items prior to Cabinet Work programme Feedback from task and finish groups
<b>July 2019</b>	<ul style="list-style-type: none"> <li>• Update on Contact Centre performance</li> <li>• Update on ICT</li> </ul>
<b>August 2019</b>	Items scheduled for September Cabinet Decision: <ul style="list-style-type: none"> <li>• Q1 Performance Report (Non-Key)</li> <li>• Response to the Local Transport Plan consultation (Non-Key)</li> </ul>
<b>September 2019</b>	
<b>October 2019</b>	
<b>November 2019</b>	Items scheduled for December Cabinet Decision: <ul style="list-style-type: none"> <li>• Q2 Performance Report (Non-Key)</li> </ul>
<b>December 2019</b>	
<b>January 2020</b>	
<b>February 2020</b>	Items Scheduled for March Cabinet Decision: <ul style="list-style-type: none"> <li>• Q3 Performance Report (Non-Key)</li> </ul>

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## Scrutiny Work Programme Prioritisation Tool



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## NOTICE OF KEY DECISIONS

**To be taken under the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 from 3 June 2019**



Notice is hereby given of:

- Key decisions that will be taken by Cabinet, individual Portfolio Holders or Officers
- Confidential or exempt executive decisions that will be taken in a meeting from which the public will be excluded (for whole or part)

A Key Decision is a decision, which is likely:

(1) (a) to result in the authority incurring expenditure which is, or the making of savings which are, significant having regard to the Council's budget for the service or function to which the decision relates; or

(b) to be significant in terms of its effects on communities living or working in an area comprising two or more wards

(2) On determining the meaning of 'significant' for the purposes of the above, the Council must have regard to any guidance for the time being issued by the Secretary of State in accordance with section 9Q of the 2000 Act (guidance).

A notice / agenda, together with reports and supporting documents for each meeting will be published at least five working days before the date of the meeting. In order to enquire about the availability of documents and subject to any restriction on their disclosure, copies may be requested from Democratic Services, South Cambridgeshire District Council, South Cambridgeshire Hall, Cambourne Business Park, Cambourne, Cambridge, CB23 6EA. Agenda and documents may be accessed electronically at [www.scambs.gov.uk](http://www.scambs.gov.uk)

Formal notice is hereby given under the above Regulations that, where indicated (in column 4), part of the meetings listed in this notice may be held in private because the agenda and reports for the meeting will contain confidential or exempt information under Part 1 of Schedule 12A to the Local Government (Access to Information) Act 1985 (as amended) and that the public interest in withholding the information outweighs the public interest in disclosing it. See overleaf for the relevant paragraphs.

*If you have any queries relating to this Notice, please contact  
Victoria Wallace on 01954 713026 or by e-mailing [Victoria.Wallace@scambs.gov.uk](mailto:Victoria.Wallace@scambs.gov.uk)*

**Paragraphs of Part 1 of Schedule 12A to the Local Government (Access to Information) Act 1985 (as amended)**  
**(Reason for a report to be considered in private)**

1. Information relating to any individual
2. Information which is likely to reveal the identity of an individual
3. Information relating to the financial or business affairs of any particular person (including the authority holding that information)
4. Information relating to any consultations or negotiations, or contemplated consultations or negotiations, in connection with any labour relations matter arising between the authority or a Minister of the Crown and employees of, or office holders under, the authority
5. Information in respect of which a claim to legal professional privilege could be maintained in legal proceedings
6. Information which reveals that the authority proposes:
  - (a) to give under any enactment a notice under or by virtue of which requirements are imposed on a person; or
  - (b) to make an Order or Direction under any enactment
7. Information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime

**The Decision Makers referred to in this document are as follows:**

**Cabinet**

Councillor Bridget Smith  
Councillor Aidan Van der Weyer  
Councillor Neil Gough  
Councillor Tumi Hawkins  
Councillor Hazel Smith  
Councillor Philippa Hart  
Councillor Bill Handley  
Councillor John Williams

Leader of the Council  
Deputy Leader (Statutory)  
Deputy Leader (Non-Statutory)  
Planning  
Housing  
Customer Services and Business Improvement  
Environmental Services and licensing  
Finance

**Key and non-key decisions expected to be made from 3 June 2019**

<b>Decision to be made</b>	<b>Description of Decision</b>	<b>Decision Maker</b>	<b>Date of Meeting</b>	<b>Reason for Report to be considered in Private</b>	<b>Portfolio Holder and Contact Officer</b>	<b>Documents submitted to the decision maker</b>
Reappointment of Brexit Advisory Group  Non-Key		Cabinet	05 June 2019		Leader of Council  Kathrin John, Democratic Services Team Leader	Report (publication expected 28 May 2019)
Strategic Risk Register  Non-Key		Cabinet	05 June 2019		Leader of Council  Suzy Brandes, Principal Accountant (General Fund & Projects), Jonathan Tully, Internal Audit	Report (publication expected 28 May 2019)
Bourn Airfield Supplementary Planning Document  Key	To agree the draft Bourn Airfield SPD and its supporting documents for consultation, including the dates for the consultation period. This is in line with the requirements of policy SS/7 of the	Cabinet	05 June 2019		Deputy Leader of the Council  Amanda Thorn, Principal Planning Policy Officer	Report (publication expected 28 May 2019)

**Key and non-key decisions expected to be made from 3 June 2019**

Decision to be made	Description of Decision	Decision Maker	Date of Meeting	Reason for Report to be considered in Private	Portfolio Holder and Contact Officer	Documents submitted to the decision maker
	South Cambridgeshire Local Plan.					
Quarterly Performance Report (Quarter 4)  Non-Key  Page 70		Cabinet	05 June 2019		Lead Cabinet member for Finance, Lead Cabinet member for Customer Service and Business Improvement	Report (publication expected 28 May 2019)
Statement of Community Involvement  Key	To agree a Statement of Community Involvement for the preparation of the new Local Plan for Greater Cambridge.	Cabinet	01 July 2019		Lead Cabinet member for Planning  Caroline Hunt, Planning Policy Manager	Report (publication expected 21 June 2019)
Compulsory Purchase Order of The Tree, Stapleford  Non-Key	To consider the use of Compulsory Purchase Order powers with regard to The Tree, Stapleford and decide whether to make a	Cabinet	01 July 2019	Part or all of the report may be exempt by virtue of paragraph 3 of Part 1 of Schedule 12A of the Local Government Act 1972	Lead Cabinet member for Planning  Kathryn Hawkes, Partnerships Officer	Report (publication expected 21 June 2019)

**Key and non-key decisions expected to be made from 3 June 2019**

Decision to be made	Description of Decision	Decision Maker	Date of Meeting	Reason for Report to be considered in Private	Portfolio Holder and Contact Officer	Documents submitted to the decision maker
	recommendation to Council.					
Investment Strategy Stream 3 - Investment Partnerships  Key	The decision relates to Stream 3 of the Council's Investment Strategy and the legal structures required to enable investment partnerships.	Cabinet	01 July 2019	Part or all of the report may be exempt by virtue of paragraph 3 of Part 1 of Schedule 12A of the Local Government Act 1972	Leader of Council/Lead Cabinet Member for Finance	Report (publication expected 21 June 2019)
Investment Strategy Core Staffing Establishment  Key		Cabinet	01 July 2019	Part or all of the report may be exempt by virtue of paragraph 3 of Part 1 of Schedule 12A of the Local Government Act 1972	Leader of Council/Lead Cabinet Member for Finance	
Non-statutory Spatial Framework (NSSF) and Local Transport Plan (LTP)  Non-Key	To agree the Council's response to the Non-statutory Strategic Spatial Framework Phase 2 discussion document consultation	Cabinet	01 July 2019		Deputy Leader of the Council  Joint Director of Planning and Economic Development	Report (publication expected 21 June 2019)

**Key and non-key decisions expected to be made from 3 June 2019**

Decision to be made	Description of Decision	Decision Maker	Date of Meeting	Reason for Report to be considered in Private	Portfolio Holder and Contact Officer	Documents submitted to the decision maker
	prepared by the Combined Authority (CPCA)					
<p>Cambridgeshire Home Improvement Agency (CHIA) Shared Service Agreement</p> <p>Key Page 72</p>	To seek approval for the renewal of the Shared Service Agreement for the CHIA for a further 3 years up to 31 March 2022. The CHIA was established on 1 <sup>st</sup> April 2012 as a partnership between South Cambridgeshire, Huntingdonshire and Cambridge City. The purpose of it is to support disabled and vulnerable people of all ages to improve their living conditions and quality of life by enabling them to remain living independently and safely in their home.	Cabinet	01 July 2019		<p>Lead Cabinet member for Housing</p> <p>Julie Fletcher, Head of Housing Strategy</p>	Report (publication expected 21 June 2019)

# Key and non-key decisions expected to be made from 3 June 2019

Decision to be made	Description of Decision	Decision Maker	Date of Meeting	Reason for Report to be considered in Private	Portfolio Holder and Contact Officer	Documents submitted to the decision maker
Shared Services Annual Report Non-Key	Approval of the Shared Services Annual Report.	Cabinet	01 July 2019		Trevor Roff, Interim Director of Finance	Report (publication expected 21 June 2019)
A428 Preferred Route Black Cat to Caxton Gibbet consultation response Non-Key		Cabinet	01 July 2019		Deputy Leader of the Council  Claire Spencer, Senior Planning Policy Officer	Report (publication expected 21 June 2019)
Establishment of Joint Planning and Transport Advisory Group Non-Key		Cabinet	01 July 2019		Leader of Council	Report (publication expected 21 June 2019)
Greater Cambridge Sustainable Design and Construction Supplementary Planning Document Key	To approve the draft SPD and agree that it be made available for 6 week public consultation. The SPD will provide guidance on the implementation of	Cabinet	01 July 2019		Lead Cabinet member for Planning  Emma Davies, Senior Sustainability Officer	Report (publication expected 21 June 2019)

**Key and non-key decisions expected to be made from 3 June 2019**

Decision to be made	Description of Decision	Decision Maker	Date of Meeting	Reason for Report to be considered in Private	Portfolio Holder and Contact Officer	Documents submitted to the decision maker
Page 74	policies related to climate change and sustainable design and construction within the 2018 South Cambridgeshire and Cambridge Local Plans. This will help support the Greater Cambridge growth agenda and delivery of sustainable development.					
Refreshed New Build Strategy Key	To approve a refreshed New Build Strategy.	Cabinet	Date to be confirmed		Lead Cabinet Member for Housing  Mike Hill, Director of Housing and Environmental Services	Report (date available to be confirmed)
Quarterly Performance Report (Quarter 1) Non-Key		Cabinet	04 September 2019		Lead Cabinet member for Customer Service and Business Improvement, Lead Cabinet member for	Report (publication expected 27 August 2019)



# Key and non-key decisions expected to be made from 3 June 2019

Decision to be made	Description of Decision	Decision Maker	Date of Meeting	Reason for Report to be considered in Private	Portfolio Holder and Contact Officer	Documents submitted to the decision maker
					Finance	
Quarterly Performance Report (Quarter 2)  Non-Key		Cabinet	04 December 2019		Lead Cabinet member for Customer Service and Business Improvement, Lead Cabinet member for Finance	Report (publication expected 26 November 2019)
Quarterly Performance Report (Quarter 3)  Non-Key		Cabinet	04 March 2020		Lead Cabinet member for Customer Service and Business Improvement, Lead Cabinet member for Finance	Report (publication expected 25 February 2020)
Resident Involvement Strategy  Key	To approve the final Resident Involvement Strategy.	Lead Cabinet member for Housing	04 March 2020		Lead Cabinet member for Housing  Peter Moston,	Report (publication expected 25 February 2020)

**Key and non-key decisions expected to be made from 3 June 2019**

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					Resident Involvement Team Leader	
Review of barriers to procurement from SMEs  Non-Key  Page 76	To review the outcomes of the work undertaken as a result of Cabinet's approval of recommendations from the Scrutiny task and finish group which reviewed the barriers to procurement from SMEs.	Cabinet	04 March 2020		Johanna Davies, Economic Development Officer	Report (publication expected 25 February 2020)