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**TITLE: SERVICE LEVEL AGREEMENT – CARE AND REPAIR**

Committee: Development and Transport Sub-Committee

Date: 10<sup>th</sup> January 2012

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[L245]

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1.0 ISSUE

1.1 No formal agreement exists between the Council and Care and Repair East Cambridgeshire Ltd detailing the services to be provided.

2.0 RECOMMENDATION

2.1 It is RECOMMENDED that the Committee approve the terms and conditions of the proposed Service Level Agreement between the Council and Care and Repair East Cambridgeshire Ltd.

3.0 BACKGROUND

3.1 No written formal agreement exists between the Council and Care and Repair East Cambridgeshire Ltd providing details of the services to be provided by them as the Council's Home Improvement Agency.

3.2 In addition there is no information relating to the terms of the existing arrangement as regards responsibilities, access to the services, charges or financial arrangements.

3.3 Clearly changes to the current level of services provided will take place over the coming years and it is important to have a method of addressing future issues to ensure a satisfactory level of service to the community is maintained.

4.0 CONCLUSION

4.1 It is important and in the interests of both parties that the terms of the agreement between the Council and the Agency are clearly defined.

5.0 FINANCIAL IMPLICATIONS/EQUALITY IMPACT ASSESSMENT

5.1 There are no financial implications related to the introduction of a Service Level Agreement between the Council and Care and Repair East Cambridgeshire Ltd.

5.2 There are no policy changes implicated by the introduction of this Service Level Agreement.

6.0 APPENDICES

6.1 Service Level Agreement.

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<b><u>Background Documents</u></b>	<b><u>Location</u></b>	<b><u>Contact Officer</u></b>
Fenland District Council Care and Repair – West Norfolk Joint Service Level Agreement	Room SF203 The Grange Ely	John Tanswell Principal Environmental Health Officer (01353) 616358 E-mail: <a href="mailto:john.tanswell@eastcambs.gov.uk">john.tanswell@eastcambs.gov.uk</a>
Foundations Draft Service Level Agreement		

**EAST CAMBRIDGESHIRE DISTRICT COUNCIL**  
**CARE AND REPAIR EAST CAMBRIDGESHIRE Ltd**

<b>Joint Service Level Agreement</b>
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**Definitions:**

- Council:** means East Cambridgeshire District Council
- Agency:** means Care and Repair East Cambridgeshire Ltd
- Services:** means the services provided by the Home Improvement Agency which is to provide a comprehensive service to help vulnerable residents in East Cambridgeshire with advice and support for carrying out repairs, adaptations and improvements to their home so they can remain at home in safety and security where this is the best option for their circumstances. This will include where appropriate help through the whole process of carrying out adaptation, improvements and repairs to their homes, the provision of general and technical on-site advice and practical assistance, as well as help in identifying and securing funds (whether from charitable sources, from Clients' own resources or from public sources).
- Client:** means the person requiring the services
- Works:** means the adaptation, improvements or repair works carried out to the home of the Client.
- DFG:** Disabled Facilities Grant
- OT:** Occupational Therapist

## **1. Preamble**

- 1.1. This is an agreement between Care and Repair East Cambridgeshire Ltd and East Cambridgeshire District Council.
- 1.2. This agreement covers a period from 1st April 2012 to 31st March 2013.
- 1.3. The Agency agrees to provide the Services to Clients in return for the Contract Price, in accordance with the terms of this Agreement.
- 1.4. The Council agrees to pay the Contract Price to the Agency in return for the provision of the Services by the Agency in accordance with the terms of this Agreement.

## **2. Payment Arrangements**

- 2.1. The annual funding will be £????????? per annum.
- 2.2. The Council will pay the Contract price in half yearly instalments in advance by BACS, to an agreed bank account.
- 2.3. The Agency and the Council will also endeavour to raise funds from other sources in addition to those covered by this agreement in order to cover costs not met by this agreement or for other work.
- 2.4. The District Council will pay in a timely fashion, grant and loan amounts to the Agency on receipt of invoices on completion of the works. There is also a system for agreed interim payments on receipt of interim invoices.

## **3. Contacts**

- 3.1. John Tanswell, Environmental Health, ECDC, The Grange, Nutholt Lane, Ely  
Yvonne Thresh, Care and Repair East Cambridgeshire Ltd, 11b Churchgate St,  
Soham

## **4. Responsibilities**

- 4.1. The Agency will be responsible for providing:
  - i. the services detailed in Clause 7 of this agreement
  - ii. organisational requirements set out in Clause 8
  - iii. provision of monitoring information as set out in Clauses 9 & 10
- 4.2. The Council will be responsible for:
  - i. ensuring the terms of this agreement are implemented
  - ii. ensuring that the Agency is consulted about any new policies/reviews etc that are relevant to the Agency's work
  - iii. attendance, by a nominated officer and a Council Member, at the Agency Management Committee meetings
  - iv. the responsibilities detailed in Clause 10.

## **5. Service Principles**

- 5.1. The following Service Principles apply to all activities undertaken by the Agency.
  - i. that all Clients should have the greatest possible control over their lives.
  - ii. that all Clients should be personally involved when plans are made for their home.
  - iii. that services should be accessible, acceptable and appropriate to all Clients and that these should be provided as speedily as possible
- 5.2. It is expected that the Agency is working for the Client and must ensure that it:
  - i. acts as the Client's agent
  - ii. only acts on the authority of the Client
  - iii. ensures that the Client understands the issues involved in their case
  - iv. only delegates work to another party with the permission of the Client
  - v. only makes referrals to another organisation with the approval of the Client
  - vi. keeps the Client informed at all times of what is happening and what money is being spent
- 5.3. The Agency must be run on a not for profit basis. The Council expressly recognises and agrees the need for the Agency to maintain a reserve of funds in order to meet any contractual obligations to staff and others.
- 5.4. The Agency must adhere to the principle of equal access for all Clients.

## **6. Users/Eligibility**

The Agency is funded to help vulnerable, elderly or disabled people, and people on low incomes. Redefining service priorities should only happen through liaison between the Agency, its funding partners and the Council.

## **7. Service to be Provided by the Agency**

Subject to receiving the resources set out in this Agreement and annual contributions from Cambridgeshire County Council and Cambridge NHS, the Agency will provide the services in line with the Cambridgeshire Core Specification for Home Improvement Agencies (see Appendix A), and any agreed amendments to that Specification.

## **8. Organisational Requirements**

### **8.1. Legal Requirements and Standards**

- i. The Agency will comply with the Council's relevant policies and procedures in the provision of the Services where these are notified to the Agency, and with any relevant Act of Parliament, Regulations, Circulars or Guidance made under any Act of Parliament, and with generally accepted models of good practice. In particular, the Agency will comply with relevant Health and Safety legislation.

- ii. The Agency will comply all aspects of the Financial Services Authority's Mortgage Regulations

## **8.2. Equal Opportunities**

- i. The Agency will adopt a policy to comply with its statutory obligations under The Equality Act 2010 and accordingly will not treat one group of people less favourably than another because of their colour, race, religion, nationality, gender, age or any disability in relation to decisions to recruit, train or promote employees or in the provision of the Services.
- ii. The Agency will adopt a strategy to ensure that the needs of Black and Minority Ethnic (BME) Clients and communities are given appropriate consideration. Information on the Services provided by the Agency should be readily available to local communities with a translation service being made available .
- iii. Information on the services provided by the Agency should be available in braille, large print and on audio tape upon request.
- iv. The Agency will also comply with the Council's Equal Opportunity policy (a copy of which will be supplied on request).

## **8.3. Confidentiality**

The Agency will ensure that it maintains the integrity and confidentiality of all personal information held or known in respect of its past or present Clients .

## **8.4. Data Protection**

- i. Privacy and Confidentiality

Subject to statutory provisions in relation to Freedom of Information/Environmental Information Regulations and Data Protection or requirements to publish details of all spending over £500, and government standards, both parties to the Agreement must keep all records relating to the other party confidential. Both parties must also ensure safeguards are in place to protect information.

Information, including this Agreement, will not be used or disclosed to third parties except for the purposes stated in the Agreement, or under Freedom of Information/Environmental Information Regulations and Data Protection, or as part of the information that has to be provided to the public for spend over £500, or when written consent is received from the other party to the Agreement. Access to premises, systems and information is to be provided to appropriate and approved third parties subject to the written consent of the parties to the Agreement. If the Customer or Provider receives a request for information under the Freedom of Information Act/Environmental Information Regulations or Data Protection Act and considers such information to be disclosable under those provisions, then the other party will be notified and given the opportunity to object to the disclosure. Consideration will be given to any representations made, but shall not be binding on the disclosing party, if that party still believe that the information should be disclosed.

Any potential disclosure of information contrary to this Agreement must be reported immediately to a nominated officer of the Provider or Customer.

- ii. **Personal Data**

Any personal data arising from or used in provision of the service must be handled, stored and used with the appropriate safeguards and in compliance with the Data Protection Act.
- iii. **Loss of Data**

Any loss of data relating to the agreement must be reported to the other party at the earliest reasonable opportunity.
- iv. **Ownership of Data**

Any information or data provided under this agreement may be freely used by either party for the purpose of this agreement but ownership of any information or data remains vested in the originator of the data.
- v. **Intellectual Property Rights**

Each party indemnifies and will keep indemnified the other party against liability for a breach of a third party's intellectual property arising from their fault, error, omission or negligence in the delivery of the service as part of this agreement.
- vi. **Audit Rights**

Both parties will co-operate with any reasonable internal or external audit requirement relating to this agreement.

#### **8.5. Complaints**

- i. The Agency will operate a complaints procedure acceptable to the Council and promote the procedure appropriately to all Clients. The Agency will also co-operate with any investigation under the Council's Complaints Procedure.
- ii. The Agency will record the volume and nature of complaints received, how complaints were investigated and outcomes of investigations, to be produced to the Council annually.

#### **8.6. Quality Assessment**

- i. The Agency will permit the Council to have access to and inspect the quality of the Services provided in accordance with the terms of this agreement, including such evidence as may reasonably be requested.

#### **8.7. Access to Services**

- i. The Agency will make home visits available to all clients by agreement, and will provide office accommodation (including public access reception point), telephone and fax lines, internet and email access and other office equipment necessary to provide an effective and efficient service
- ii. The office base is to be open to the public in accordance with the normal opening hours operated by the District Council , currently 8.45am to 5.00 Monday to Thursday, and 8.45am to 4. 30 pm on Fridays. An answering service will operate outside of these hours.

#### **8.8. Charges**

- i. The Agency must annually agree a charging policy with the Council and make it available to members of the public and its funding partners.

- ii. The Agency must clearly inform its Clients of all charges that they may be liable for.
- iii. The Agency should maintain a Hardship Fund for occasions where there is no other source of funding and should take active steps to provide resources for this fund.

#### **8.9. Insurance**

- i. The Agency shall be liable for and shall indemnify the Council against any expense, liability, loss, claim, or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whatsoever, arising out of or in the course of or caused by the provision of the Services or a breach of this Agreement, unless due to any act or neglect of the Council, its employees or agents.
- ii. The Agency shall be liable for and shall indemnify the Council against any expense, liability, loss, claim or proceedings in respect of any loss of or damage whatsoever to any property real or personal arising out of the provision of the Services (including property belonging to the Council) or a breach of this Agreement, where the same is due to the neglect, default or omission of the Agency, its employees or agents.
- iii. In addition to the above indemnities and any insurance cover required by law, the Agency shall maintain insurance cover in respect of the Services as follows:  

Public/Third Party Liability (minimum £5m any one occurrence)
- iv. The Agency will supply to the Council forthwith, and upon each renewal date of any relevant policy, a Certificate from its insurers or brokers confirming that the Agency's insurance policies comply with this Clause 8.9 and the Agency will supply to the Council on request copies of all insurance policies, cover notes, premium receipts, advice and other documents necessary to establish compliance with this Clause 8.9.

#### **8.10. Staff Identification**

All staff who visit Clients must carry identification and make proper and responsible arrangements to, as far as practicable, protect their own and the Clients' safety.

#### **8.11. Staff Supervision and Training**

- i. The Agency will operate policies on personnel matters for staff. These should include appropriate arrangements for recruitment, checks for suitability, levels of qualification and/or experience for specific posts, training and development, lone working and supervisory, disciplinary and grievance procedures, having regard to the nature of the Services, copies of which must be provided to the Council on request.
- ii. Where the provision of the Services requires any of the Agency's staff to work with children or vulnerable members of society, the Agency will ensure that a standard disclosure from the Criminal Records Bureau is obtained in relation to such staff.



## **9. Management**

### **9.1. Financial Accounts**

The Agency must use an accounting system that is fully audited annually by an independent qualified organisation. If the Agency handles funds on behalf of Clients these must be in separate audited accounts.

### **9.2. Performance Indicators and Targets**

- i. The Agency must keep records as defined by other funding partners.
- ii. The Agency must provide the information required by East Cambridgeshire District Council as set out in Appendix B. Information to be presented to the Council at progress meetings as and when arranged.
- iii. The Management Committee should include representation from the community and meet four times a year to review performance and assist in the development of the Agency services in order to ensure that its activities are properly targeted and well directed.

## **10. Responsibilities of the Council**

### **10.1. Referrals for Services**

The Council will refer any relevant enquiries to the Agency that may benefit from its Services. This will include enquiries for housing grants and loans and advice and assistance with adaptations, repairs and improvements, The Agency should actively seek out those in the community who might benefit from the Agency's services and refer them on to other statutory and voluntary services who can also assist them providing the Client gives their consent.

### **10.2. Project Officer**

The Council will appoint a Project Officer/Link Officer to act as a first point of contact between the Council and the Agency, to offer advice and guidance as appropriate and to ensure the satisfactory operation of the Agreement on behalf of the Council.

### **10.3. VAT**

Where the Agency is able to demonstrate to the satisfaction of the Council that the Services, or part thereof, constitute a taxable supply, the Council will pay the appropriate amount of VAT to the Agency upon submission of a VAT invoice in accordance with VAT regulations.

## **11. Relationship Between the Parties**

- 11.1. There will be an appropriate exchange of information necessary to achieve the outcomes of the Services and to deal with matters relevant to the Agreement.
- 11.2. Any amendment, alteration, postponement or cancellation of the services will be notified in writing to the other party immediately.
- 11.3. The terms of this Agreement may be amended by mutual consent.
- 11.4. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

- 11.5. Neither the Agency nor its employees will in any circumstances hold itself or themselves out as being the servant or agent of the Council.

## **12. Review Procedure**

- 12.1. If any disagreement arises between the parties on any matter concerning this Agreement, which does not appear to constitute a breach of the Agreement and cannot be resolved through routine liaison or by review, then either party may submit a formal statement in writing to the other setting out the details of the disagreement and any action requested to resolve it.
- 12.2. A review meeting will include representatives of the Agency and the Council.

## **13. Disputes Between the Parties**

- 13.1. This Agreement will be subject to an annual review, which will cover all aspects of the operation of the Agreement. In addition, either party may give written notice to the other requiring a review of any aspect of the Agreement, which will take place at the earliest practicable opportunity.
- 13.2. A formal statement shall be deemed to be submitted on the date it is served upon the Council's Head of Housing or the Chair of the Agency's Management Committee.
- 13.3. If the cause of the disagreement is not resolved to the satisfaction of the party submitting it within 3 months from the date of submission of the formal statement, either party may initiate the termination procedure.

## **14. Termination**

- 14.1. In the event that either party is in breach of its obligations herein then the party not in breach may either:
- i. if the breach is capable of remedy, serve a notice to remedy the breach upon the terms and within the times stipulated in the Notice (provided that such terms and times are reasonable having regard to the nature and seriousness of the breach); or
  - ii. if the breach cannot be remedied terminate the Agreement upon service of a Notice of Termination in writing to expire not less than 6 months from the date of the Notice.
- 14.2. The following obligations are conditions of this Agreement and any breach of them shall be deemed a fundamental breach, which shall terminate this Agreement immediately:
- i. Failure to comply with a notice to remedy a breach.
  - ii. The levying of any distress or execution against the Agency or the making by it of any composition or arrangement with creditors or, if a company, the Agency's liquidation (other than a members voluntary liquidation).
  - iii. If the Agency, its servants or agents, with or without knowledge, has:
    - offered, given or agreed to give any member or officer of the Council any gift or consideration of any kind: as an inducement or reward for doing or

not doing anything in relation to the obtaining or carrying out of this Agreement or any other contract with the Council, or for showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council; or

- Committed any offence under the Prevention of Corruption Acts 1889 and 1916 or given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.
- Acted in breach of Schedule 1 of the Housing Act 1996.

14.3. Notwithstanding the above, this Agreement may be terminated by either party by notice in writing to the other party to expire not less than 6 months from the date of the Notice.

14.4. Any Notice to be served on either of the parties by the other will be sent by recorded delivery or special delivery (or delivered by hand and a receipt obtained) to the addresses in Clause 3.

If this Agreement is terminated then the Agency will repay to the Council within 6 weeks any part of the funding that has not been spent in accordance with this Agreement,

## FORM OF AGREEMENT

THIS AGREEMENT is dated the \_\_\_\_\_ day of \_\_\_\_\_ 2011  
and is made between Care and Repair East Cambridgeshire Ltd 11b Churchgate Street, Ely,  
Cambs CB7 5DS (“the Agency”) and East Cambridgeshire District Council (“the Council”).

We the undersigned agree that this document sets out the service to be provided by the Agency in return for part funding to be provided by East Cambridgeshire District Council, and the arrangements for monitoring and reviewing the service.

We accept the requirements and conditions set out in this agreement and agree that the funding from East Cambridgeshire District Council is subject to these conditions being met.

Signed on behalf of  
**East Cambridgeshire District Council** .....

Name:

Position:

Signed on behalf of  
**Care and Repair East Cambridgeshire Ltd**  
.....

Name: Roderick Mair

Position: Agency Chairman Management Committee

## **APPENDIX A**

### **Currently under review**

#### **Home Improvement Agency Core Specification Cambridgeshire**

**Operative from 1<sup>st</sup> April 2005**

##### **1. Service Aim**

To enable those in need of support to maintain their independence, health and well-being in their chosen home for the foreseeable future. This outcome would normally be achieved by supporting people throughout the repair, adaptation or improvement process, so that the individual is able to remain in their own home in a warm, safe, secure and accessible environment. This should also include the direct provision of repair and maintenance services, preventative initiatives, and providing advice on accessing appropriate funding including private finance.

##### **2. Client Group / Eligibility**

The Agency shall specifically target older people, people with disabilities, learning difficulties, mental health issues and those on low incomes but the service shall be made available to anyone who perceives that they have a need for advice and support to achieve the service aim set out above.

##### **3. Values and principles**

The following service values and principles will underpin all activities undertaken by the Agency:

- Services will be made available to people in the private sector and housing association stock. There is an expectation that tenants of local authorities will receive the same level of service from their landlord.
- Services will be made available to people regardless of their income. If ineligible for grant-funded work, the Agency may offer to support the client through the repair or adaptation process and may charge the appropriate fee for this work.
- Service users should be informed of any financial contribution they will be required to make and on what money is being expended.
- All services will be provided in line with the relevant local authority's housing policies.
- The Agency will adopt a person-centred approach that enables service users to retain the greatest possible control over their lives.
- Service users should be offered choice and empowered in their decision-making.

- Service users should be treated with courtesy, respect and dignity.
- Service users shall be kept informed of what is happening at each appropriate stage
- Service users' views will be sought on the quality of the service provided.
- The diverse needs of service users (including cultural diversity) will be recognised.
- The Agency will act only on the authority of the service user, including the delegation of work to third parties
- The Agency accept a duty of public care towards the client and any concerns over abuse, ability to cope, health and safety etc will be referred to the relevant statutory agency. The client will be informed of this referral.

#### **4. Service Objectives**

To improve the quality of life of older people, people with disabilities and those on low incomes by:

- 4.1 Increasing the number of people who are living in their chosen environment independently in safe, warm, and secure homes that are in good repair and appropriately adapted.
- 4.2 Increasing the number of vulnerable people living in private sector accommodation that reaches the Decent Homes Standard.
- 4.3 Enabling people to make informed decisions on their housing options.
- 4.4 Extending the healthy life expectancy of older people by improving the quality of homes in order to reduce fuel poverty, prevent ill health, accidents and reduce excess winter deaths.
- 4.5 Helping people access unclaimed benefits and maximise income.
- 4.6 Helping to increase the number of people successfully discharged from hospital to their own home and helping to reduce the number of people entering more institutional forms of care.
- 4.7 Helping to reduce the number of emergencies amongst people living independently which might result in more intensive services being required.
- 4.8 To deliver services that are timely and represent good value for money.
- 4.9 To contribute towards meeting the national targets required by the Communities and Local Government Department under Supporting People.

#### **5. Service provision**

See Appendix 1 entitled 'Core Services'.

## **6. Catchment**

Generally the catchment area for each HIA Service will be coterminous with the boundary of the relevant City/District Council.

## **7. Volumes of service**

Volumes delivered will be based on demand for the service and the availability of funding (including grants and other financial assistance available under local Housing Renewal Policies, charitable sources, etc).

## **8. Availability**

Service users should be able to access the service by telephone suitable for the service user's needs, or by letter, fax or e-mail during office hours.

Home visits will be made available to all service users.

The Agency will work towards operating from accessible premises in accordance with disability discrimination legislation.

## **9. Standards**

The Agency shall provide a high quality and timely service that fulfils the following standards:

1. Translation and interpretation services will be available and the Agency services will be advertised appropriately so that all members of the community can access services.
2. The Agency shall visit all service users in their own home within 3 weeks of initial enquiry unless the enquiry relates to DFG work only, in which case the first visit will be made within 3 weeks of the receipt of the OT recommendation.
3. First visit to completion of works costing less than £1,000 should be within 16 weeks.
4. First visit to completion of works costing over £1,000 should be within 45 weeks.

## **10. Staffing**

The Agency must ensure adequate case management, technical advice and administrative support is available to meet the requirements of this service specification within the agreed time scales set out in 9 above.

The Agency must take account of all relevant legislation in relation to recruitment, selection, health and safety, etc.

Agency staff who visit service users must carry appropriate identification at all times.

## **11. Involving Service users**

In carrying out its work, the Agency is expected to:

- Ensure equality of access;
- Reflect the diverse needs and requirements of actual and potential service users;
- Involve service users in the monitoring of service delivery and in service development, potential areas being highlighted in Appendix 3.

## **12. Advisory Panel**

The Agency is required to establish, maintain and report to a local advisory committee operating under appropriate terms of reference that encompass:

- A broad membership that embraces commissioners; service user representatives; statutory; voluntary; and community groups that have an interest in the needs of older and disabled people;
- A reporting framework that enables the committee to monitor the effectiveness of the services provided;
- Mechanisms to provide feedback on the services delivered, with a minimum requirement of two meetings per annum.

## **13. Quality Monitoring and Contract Review**

The Agency will record and supply information against the county-wide agreed performance indicators as set out in Appendix 2 of this document. These will be collated and reviewed every six months. A twice-yearly comparison of PIs shall be produced by the HIA Managers and made available to the Supporting People Commissioning Body and other groups as listed in Appendix 2.

The Agency shall contribute to the Cambridgeshire Local Public Service Agreement (LPSA) on preventative services and shall provide monitoring information on their contribution accordingly.

The Agency shall also complete workbooks and other returns [for example, the Quality Assessment Framework (QAF)] as reasonably requested from Supporting People and other bodies.

The Agency should have in place a system for assuring that the quality of the service that it provides is based upon the principles of:

- Best Value and continuous improvement; and
- Self-assessment, ensuring that day-to-day responsibility for the quality of the Service is managed primarily by the Agency, but with review and monitoring carried out with the Service Commissioners.



## **APPENDIX 1**

### **The Core Services**

#### **1. Proactive Identification of customers**

The HIA will identify vulnerable people living in unsuitable homes or those that are in poor condition in the district. This will include older people, people with disabilities and those on a low income. The HIA will proactively identify potential clients in a variety of ways:

- Targeting activity on geographic areas with high percentages of older people / people with disabilities / poor stock condition
- Publicity in appropriate locations, for example, libraries, GP surgeries, sheltered housing schemes, day centres, churches etc
- Liaison with other statutory providers, for example PCT, GPs and social services
- Through the PCTs database of vulnerable people
- Liaison with voluntary groups, for example, Age Concern, CAB
- Actively encouraging referrals from a range of stakeholders
- Ensuring that services are publicised and accessible to all sections of the community

#### **2. General Advice, Information and Coordination**

The Agency will provide a range of general advice and information and can coordinate services on behalf of the service user depending upon their needs and wishes. The Agency can provide three levels of service:

1. Information, advice and signposting on what services can be accessed, where and how
2. Make referrals to other service providers on the service users behalf
3. Act as a case manager and point of contact with other providers on the service user's behalf

The Agency will offer appropriate levels of advice, information, general coordination and will assist in completing forms if necessary on the following:

##### **2.1 Problems relating to the property**

- Repairs
- Improvements
- Major and minor adaptations
- General maintenance
- Safety and security

- Home insulation
- Energy efficiency

## **2.2 Income Maximisation / Sources of Funding**

- Entitlement to welfare benefits, for example, pension credit, council tax and housing benefit
- Availability of grants from statutory bodies
- Releasing equity and accessing loans (Agencies should always advise service users to seek independent advice)
- Where to obtain independent financial advice
- Accessing charitable funding, for example, SSAFA, RBL
- The effect that certain options may have on benefit entitlement
- Insurance claims
- Savings
- Referral to other relevant agencies, such as Citizens Advice Bureau and the Department of Works and Pensions

## **2.3 Housing options**

- Ways to make current home more suitable, e.g. safety and security
- Availability of alternative housing, sources, eligibility, location and cost
- Availability of sheltered and extra sheltered housing
- Information on the housing register / special needs housing register including chances of being re-housed, length of time and process
- Details of housing associations in the area with information on the availability of stock

## **2.4 Legal entitlements**

- Accessing grants
- Eligibility criteria for services
- Any financial contribution that they may be required to make from their own resources
- Where to obtain specialist legal advice

## **2.5 Other support services**

The Agency will gather local intelligence on the availability of community support and prevention services. The Agency will gather sources of information in order to signpost Service users appropriately. Sources might include:

- Library database
- ACRE Parish based mapping of services
- Other Council booklets
- NHS Direct
- Age Concern
- County / District / Parish Councils

## **3. Assessment process**

The Agency shall visit all service users in their own home within 3 weeks of initial enquiry unless the enquiry relates exclusively to DFG work, in which case the first visit will be made within 3 weeks of the receipt of the OT recommendation.

Where the referral is from a source other than the service user, the Agency will ensure that the service user is aware of the referral.

Upon the initial visit the Agency will explain:

- the role of the Agency
- what service users can expect
- the range of services / options available (see section 2)
- likely timescales

The initial visit also gives the opportunity for:

- a holistic assessment of the service user's needs using common form agreed by HIA Managers and regularly reviewed / updated
- non-technical inspection of the property
- opportunity to gather personal and financial information and complete paperwork
- agree an appropriate course of action with the service user
- agree possible sources of funding with the service user

Where cases are large and complex, it may be necessary to undertake a joint visit with other professions either upon initial or subsequent visits.

The PCT are developing a common assessment tool and once this is established, the application of the tool to the Agency's work will be discussed.

Whilst working with the service user, the Agency will:

- note any indications that a vulnerable person is being abused and will report these concerns immediately in line with Cambridgeshire County Council's Protecting Vulnerable Adults from Abuse policy;
- agree with the service user that personal details can be passed on to other professionals; and if so,
- refer the service user to the vulnerable persons database if they meet the criteria, once the database is established and referrals are made possible
- refer on to more appropriate organisations where the type of support, advice or help required is outside the remit and scope of the Agency's work

#### **4. Major and Minor Adaptations**

The Agency will work in partnership with an OT to assess service users' needs for major or minor adaptations.

In cases where the service user or the adaptation is ineligible for a DFG, the Agency will offer advice and support to the service user to enable the appropriate adaptations to be carried out and can charge a fee for this work.

The Agency will co-ordinate service provision within agreed time scales set out in paragraph 9.

Technical advice and support will be made available to ensure that the appropriate adaptations are carried out and in cases of major adaptations, joint visits with the OT may be required.

In agreement with the service user, the Agency will ensure the following happens:

- agreement that the Agency will assist with the arranging of the adaptations.

- a visit to the service user's property in order to discuss the adaptations.
- referral for grant assistance or application for charitable assistance.
- all applications are submitted with relevant documents (e.g. planning permission, building control, drawings) on behalf of the service user.

The Agency will undertake the following tasks:

- maintain a list of contractors who have provided satisfactory references, contractors will be selected as appropriate to the needs of the service user.
- ensure that all works are undertaken in accordance with health and safety guidance and legislation.
- service users will be kept informed of progress.
- ensure that the work is satisfactorily completed. This may involve the carrying out of an inspection.
- ensure that variation and defect procedures are in place to ensure the satisfactory conclusion of the works.
- assist the resolution of disputes that occur between the service user and the contractor.
- any remedial work that does not rectify health and safety hazards under the Housing Act 2004 will be discussed with the Local Authority to determine the best course of action having regard to the service user.

## **5. Repairs and Improvements**

The Agency will assist service users to identify and undertake any necessary repairs and improvements to their property with a particular focus on bringing private sector homes occupied by vulnerable people up to the Decent Homes standard.

The Agency will work in accordance with the Council's Private Sector Housing Renewal Policy.

If grant funding is not required or if the work or service user is ineligible for grant funding, the Agency will assist the service user to identify alternative sources of funding with reference to 2.2 above and can charge an appropriate fee for this service.

In agreement with the service user, the Agency will ensure the following happens:

- a visit to the service user's property in order to assess the need for repairs or improvements.
- agreement with the service user on what repairs or improvements are necessary.

- by agreement the Agency will assist with the arranging of the repairs or improvements.
- referral for assistance under the local authority's Private Sector Housing Renewal Policy or application for charitable assistance.
- all applications are submitted with relevant documents (e.g. planning permission, building control, drawings) on behalf of the service user.

The Agency will undertake the following tasks:

- maintain a list of contractors who have provided satisfactory references, contractors will be selected as appropriate to the needs of the service user.
- ensure that all works are undertaken in accordance with health and safety guidance and legislation.
- service users will be kept informed of progress.
- ensure that the work is satisfactorily completed. This may involve the carrying out of an inspection.
- ensure that variation and defect procedures are in place to ensure the satisfactory conclusion of the works.
- assist the resolution of disputes that occur between the service user and the contractor.
- any remedial work that does not rectify health and safety hazards under the Housing Act 2004 will be discussed with the Local Authority to determine the best course of action having regard to the service user.

## **APPENDIX 2**

### **Performance Indicators for HIAs in Cambridgeshire**

#### **Introduction**

These notes explain the background to the HIA performance indicators being introduced following the Supporting People led review of the agencies operating in Cambridgeshire. The notes are designed to clarify details and explain the thinking behind the chosen indicators and outline the following points:

1. Background
2. 'Health Warnings'
3. Details of the PIs: see annex A
4. Reporting Format: see annex B
5. Collation of the PIs
6. Distribution of the results

#### **1. Background**

In conjunction with the development of the core specification, the PIs listed below have been chosen to try and reflect the major issues addressed by that specification and therefore the main concerns of the organisations funding the agencies and commissioning services. They flow from the 3 main aims identified in the specification, which are:

- Independence
- Health
- Well Being

They also reflect the needs of the key client groups who are Older People, People with Disabilities and People on Low Incomes.

They do not try to cover all of the work carried out by the agencies and they are not a substitute for other activity and satisfaction measures produced by the agencies. They are designed to focus on a limited and measurable number of areas to help structure discussions about performance with all interested parties. They need to be seen in the light of the following 'health warnings'.

#### **2. 'Health Warnings'**

Performance Indicators always need to be seen in context. The following points, which are not in order of importance, need to be considered alongside the PIs themselves.

- (i) The HIAs are moving towards the implementation of a common core specification. In part this depends upon all the agencies being adequately funded. If this cannot be achieved or maintained then this jeopardises their ability to address all the areas of performance being measured.
- (ii) The local context varies for all the agencies. The key variables include:
- Capital funding available from their 'parent' local authorities, particularly for grants
  - Range and type of services offered by other agencies in their areas
  - Tenure mix and quality of the housing stock in each area
  - The policy decisions and budgets of other agencies in their areas
  - Alternative housing solutions available in local areas
- (iii) The balance between a *performance measure* and *activity measure* is not always straightforward. The reason for collating common PIs for all the HIAs is to help structure discussion and not to automatically criticise any agency for any particular 'scores'. The objective is to help commissioners to understand the outputs being achieved and to understand the limitations and constraints that each agency faces as well as any advantages that they enjoy. The PI 'scores' help to focus on the important areas; they do not by themselves produce conclusions.
- (iv) HIAs' casework with individual clients can extend over several years and some of the material necessary to compile these PIs is not currently routinely recorded. It will therefore take some time as new cases work through the system before HIAs are able to report on all of their clients.
- (v) Some of these PIs are already established and some are not. All of the partners are committed to keeping their usefulness under review and changes will be considered as the process develops. The targets for the PIs have been set in advance of the core specification operating across the County and will themselves need to be reviewed as performance information becomes available.

### **3. Details of the PIs**

See annex A

### **4. Reporting Format**

See annex B

### **5. Collation of the PIs**

The HIA managers will individually prepare the PIs for their own agency and will get together to produce a composite report, which will be circulated to the agencies listed below. The report will be a public document, which the agencies will pass on to other stakeholders as they wish.

As well as providing the agreed figures the HIA managers will also include explanatory comments, which either explain individual HIA figures or provide other information, which helps to inform the figures e.g. changes in legislation, changes in partners policies etc.

The figures will be produced at 6 monthly intervals at the end of November (mid year figures) and the end of May (end of year totals).

## **6. Distribution**

As a minimum, copies of the PI report will be sent to:

- Supporting People Officers for the Commissioning Body/Strategy Group
- LA Chief Officers
- HIA Management Groups
- Adult Support Services



## Annex A

### Currently under review

### HOME IMPROVEMENT AGENCIES: Performance indicators, definitions and targets

Please state when this document was last updated e.g. due to new definitions or change to collection system etc.	
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### Reporting Performance Indicator Years

#### 1. Improved general health and well-being

##### PI description

% positive responses to set questions about health/well-being, falls and accidents.
---

##### PI definition

A 'yes' to question a <b>or</b> b is required to satisfy this PI:
---

- |   |
|---|
| <p>a. Do you feel that the help we have given you has helped to improve your health or well-being?</p> <p>b. Do you feel that the help we have given you has reduced the likelihood of your having a fall or an accident?</p> |
|---|

##### Method of collection

Each HIA will ensure that the above questions are added to their standard <b>satisfaction survey</b> carried out after each job is completed.
---

**Target**

The target is a 95% positive response from all those who respond for each agencies. It is strongly recommended that the questions be asked by telephone.

**2. Meeting the Decent Homes Standard**

**PI description**

- a. % of repairs cases that contribute to Decent Home Standard.
- b. Number of cases that achieve full Decent Home Standard.

**PI definition**

Record the % or numbers of properties where the work carried out contributes to the Authority's duty to increase the number of homes in the area meeting all or part of the Decent Homes Standard/Fitness Standard.

**Method of collection**

Means of collecting data to be decided by each HIA.

**Target**

- a. % of repairs cases that contribute to Decent Home Standard. Target 95%.
- b. Number of cases that achieve full Decent Home Standard (report as activity figures, no target).

### 3. Providing Choice

#### PI description

% of checklists on individual files and with all sections completed (if the section is not applicable, then this should be noted on the form).

#### PI definition

To show that consideration is being given to the choices available to clients and that they are being given appropriate options at relevant stages of the process.

#### Method of collection

HIA Managers to devise a checklist for use by Caseworkers to ensure all options are taken into account e.g. benefits, re-housing, grants, loans, alternative works etc.

Checklist will be kept on individual case files. Managers to audit 10% of cases on an annual basis to ensure checklists are completed. Supporting People will also check completion of forms on validation visits.

#### Target

100% of checklists will be on file and all sections completed (if the section is not applicable, then this should be noted on the form).

#### 4. Preventative Work

Record percentage of clients who consider that the work carried out has prevented ill health, accidents, emergencies or admission to hospital.

#### PI description

% positive responses to set questions about health/well-being, falls and accidents.

#### PI definition

A 'yes' to question a or b is required to satisfy this PI.

a. Do you feel that the help we gave you a year ago has helped to improve your health or your well-being?

b. Do you feel that the help we gave you a year ago has reduced the likelihood of your having a fall or accident?

(Note that these questions are virtually the same as those asked one year previously to measure *General health and well-being* above.)

#### Method of collection

A postal survey to be carried out on 100% of clients having works costing £1,000 or more, 1 year after completion of work, to establish level of clients who feel their health has been improved as a direct result of the work carried out.

#### Target

The target is 75% positive response from responding clients.

## 5. Maximising benefits and income

### PI description

% of checklists on individual files with the benefit section completed (based on a 10% audit of client files) (if the benefit section is not applicable, then this should be noted on the form).

### PI definition

Clients are referred on to Benefits where it is identified that they may be eligible for further state benefits.

### Method of collection

Checklist devised by HIA Managers (this is the same checklist as in 3. *Providing Choice* above).

### Target

The PI is that 100% of benefit entitlements are checked (based on the checklist being on the client's file and completion of the benefit section of the checklist). As with the PI 'Providing Choice', the HIA Manager will do a 10% audit on the checklists once a year. So for example, if 100% of the 10% of case files checked meet the PI, then the agency reports 100%. The Supporting People Team will check completion of checklists on validation visits.

## 6. Timely services and Value For Money

### PI description

- a. % Private Tenure.
- b. Waiting time Enquiry to first visit (average) in weeks.
- c. Waiting time First visit to completion (average) in weeks.
- d. % Social priority cases.
- e. Number of Enquiries.
- f. Number of Jobs done.

### PI definition

These PIs are already collected by the agencies and are self-explanatory. However, a few terms need clarification:

**Private tenure** means owners or Private renters, **Social Sector** means LA or RSL tenants.

**Enquiry** is the date of the first contact between the agency and the client. This may be a telephone call from the client (a “self-referral”) or it may be a referral from another agency (e.g. Occupational Therapist, CAB, Local Charity).

**First Visit** is the date of the first visit by a member of agency staff (usually case worker or technical officer) to the client’s home.

**Completion** is the practical completion date – the date when the HIA informs the commissioner that works have been completed according to the schedule or assessment.

**Social priority** is defined by the ODPM as:

- 75 years old and over
- registered or registerable disabled
- low income household, i.e. in receipt of a means tested benefit or
- with an income less than £75 per week for a single person household or less than £125 per week for two or more person household.

### Method of collection

Collected by HIAs via the Foundations MIS Database or as decided by the HIA.

### Target

Number of Private Tenure	No target-activity.
Number of Social Sector-LA/RSL	No target-activity.
Waiting time Enquiry to first visit (average)	Target 3 weeks.
Waiting time First visit to completion (average)	Minor Jobs 16 weeks.
Waiting time First visit to completion (average)	Major Jobs 45 weeks.
Social priority cases	Target 80%.
No. of Enquiries	None at present.
No. of Jobs	None at present.

## Annex B

### Performance Indicator Table for completion by the HIAs

Reporting Period	
------------------	--

Please state the reporting period for this data e.g. the first reporting period is 1 April 2005 to 30 September 2005, the second is 1 October 2005 to 31 March 2006.

PI Number	Key words for PI	ECC&R	Fenland C&R	Cambridge HA	Hunts HIA	South Cambs HIA
1	Health & well-being (%)					
2a	Decent Homes (% Repairs partial)					
2b	Decent Homes (No. repairs fully met)					
3	Providing Choice (%)					
4	Preventative work (%)					
5	Benefits (%)					
6a	Private/Social Activity figures only					
6b	Enquiry-1 <sup>st</sup> Visit (average wks)					
6c	First visit to completion (average wks)					
6d	Social priority cases (%)					
6e	No. of enquiries					
6f	No. of jobs Completed					



Commentary on completed PI table  
(Please copy this section as required)

Completed by:

Agency:

Name of Responsible Manager	Name of agency	Contact details	Date of completion

## Appendix 3

### **Areas for Further Development**

There are three priority areas for further development. Each locality may add to this list in line with local needs and requirements and subject to additional funding streams.

#### **1. Repairs on Prescription**

#### **2. Hospital Discharge / Emergency Admissions / Falls Prevention**

#### **3. Handyperson and Maintenance Services**

The provision of services to ensure safe and independent living, to an upper time limit of two hours per job (a job may include a varying number of tasks), by arranging or undertaking the following tasks:

##### Electrical Work

- Replacing light bulbs
- Replacing fuses and plugs
- Fitting doorbells

##### Drainage

- Unblocking sinks
- Cleaning blocked gullies and gutters

##### General Household Assistance

- Putting up curtains
- Removal of floor coverings
- Moving small furniture
- Putting up shelves and pictures
- Replacing small window panes (M)
- Repairing small areas of rotten wood (M)
- Tiling small areas (M)
- Re-hanging doors
- Repairing small areas of fencing and/or garden gates

##### Plumbing

- Replacing broken WC seats
- Renewing bath sealant (M)
- Small repairs to leaking pipes
- Changing tap washers, cistern washers, ball valves (M)

##### Safety

- Fitting door chains, locks and spy holes
- Fitting security lights
- Fitting smoke alarms
- Fitting grab rails/hand rails (M)
- Fitting stair gates, cooker guards, fire guards

Plus any other tasks that are agreed as appropriate by the Agency.

## APPENDIX B

# SERVICE MONITORING

### Performance Indicators

The following performance indicators will be used to assess the Agency's performance with specific targets being agreed annually:

- ❑ The percentage of clients that are elderly, disabled, or on low income – target of 95%
- ❑ The level of fee income generated –target of £40,000
- ❑ The percentage of work funded by private finance –target of 6%
- ❑ The percentage of justified formal complaints –target of 1%
- ❑ The percentage of customers satisfied with the service target of 95%
  
- ❑ The number of enquiries target of 275
- ❑ The average time taken from first visit to completion for minor works – target of 20 weeks
- ❑ The average time taken from first visit to completion for major works – target of 45 weeks
- ❑ The percentage of clients in the private sector target of 95%
  
- ❑ The time taken from enquiry to first visit – target of 2weeks

Indicators may be added or removed by agreement between the Council and the Agency.

### Volume Indicators

The following service volume indicators will be monitored:

- ❑ The total value of work completed
- ❑ The total number of minor jobs (less than £1,000) completed

- The total number of major jobs (more than £1,000) completed
- Total number of handy person jobs and satisfaction results
- Results of customer satisfaction questionnaires returned

Indicators may be added or removed by agreement between the Council and the Agency.

**Appendix 4**

**ONE YEAR ON**  
**SATISFACTION QUESTIONNAIRE**

Please tick the boxes that apply.

- 1) **Looking back over the last year do you feel that the work we did has helped;**

You move around your home

- a lot better
- a bit better
- about the same
- not as well
- not applicable

***You bathe***

- a lot more easily
- a little more easily
- about the same
- not as easily
- not applicable

- 2) **Do you feel that the help we have given you has helped to improve your health or well-being?**

- Yes
- No
- Don't know

- 3) **Do you feel that the help we have given you has reduced the likelihood of you having a fall or an accident?**

- Yes
- No
- Don't know

4) **Had you had a fall/accident in your home before the work was done?**

YES       NO

If YES, was it:

a bad fall/accident and you had to go to hospital

not such a bad fall/accident

5) **Have you had a fall/accident in your home since the work was done?**

YES       NO

6) **Thinking back to when we were helping you, do you have any regrets?**

YES       NO      If YES, what are they?

---

**Finally, bearing in mind the contents of the leaflet we've sent is there anything you would like us to do for you now?**

YES       NO      If YES, what services are you interested in?  
(Please make sure you complete your name and address below so we can contact you to discuss your request)

---

**You do not have to complete this section if you would rather not do so.**

**Your name:**

**Your address:**

**Telephone Number:**

**Date:**

---

**We appreciate your completion of this form as it helps us to improve our service. A reply paid envelope is enclosed for its return.**

---

For office use only.     DFG       REPAIR