

# Agenda Cabinet

Wednesday, 18 May 2022 at 3.00 pm  
at Council Chamber, Sandwell Council House, Freeth Street, Oldbury,  
B69 3DB

This agenda gives notice of items to be considered in private as required by Regulations 5 (4) and (5) of The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012.

1 **Apologies for Absence**

2 **Declarations of Interest**

Members to declare any interests in matters to be discussed at the meeting.

3 **Minutes** (Pages 7 - 72)

To confirm the minutes of the meeting held on 13 April 2022 as a correct record.

4 **Additional Items of Business**

To determine whether there are any additional items of business to be considered as a matter of urgency.

5 **Adult Social Care Contributions Policy** (Pages 73 - 132)

**Finance &  
Resources**

To consider proposals in relation to the Council's

**Adults,**



	current policy to ensure compliance against the Care Act 2014.	<b>Health &amp; Social Care</b>
6	<b>Asset Management and Maintenance Investment Programme 2022-23</b> (Pages 133 - 164)  To approve proposals to award contracts for the Council to maintain and upgrade its housing stock.	<b>Housing</b>
7	<b>Award a Contract for the provision of Highway Electrical Connections</b> (Pages 165 - 172)  To approve the award of a contract for the provision of Highway Electrical Connections.	<b>Environment</b>
8	<b>Open Housing - Integrated Housing Management System</b> (Pages 173 - 180)  To seek approval to enact extension to contracts for the support and maintenance agreement with Capita Business Services Limited for Open Housing, (the housing management ICT system).	<b>Finance &amp; Resources</b>
9	<b>Towns Fund - Procurement requirement for SMBC projects</b> (Pages 181 - 192)  To approve the award of contracts and call off orders above £250,000 for all SMBC Towns Fund Projects until March 2026.	<b>Leader</b>
10	<b>Towns Fund Governance Structure - Phase 3</b> (Pages 193 - 220)  To consider proposals for the Towns Fund Programme Government Arrangements relating to Phase 3 of the Towns Fund Programme.	<b>Leader</b>
11	<b>Procurement of a Wrap Around Service</b> (Pages 221 - 252)  To approve a Wrap Around Service to provide fast access to domiciliary care support at home for up to 72 hours.	<b>Adults, Health &amp; Social Care</b>
12	<b>Award of Mobile Telephony, Voice and Data</b>	<b>Finance &amp;</b>

**Contract (Pages 253 - 258)**

**Resources**

To award a contract for the provision of mobile telephony, voice and data for a 2-year period with an option to extend for a further year.

13 **Use of Road Weather Forecasting Service Contract (Pages 259 - 266)**

**Environment**

To approve the use of a contract for the supply road weather forecasting services for winter service operations in collaboration with Birmingham, Coventry, Dudley, Solihull, Walsall and Wolverhampton Councils.

**Kim Bromley-Derry CBE DL**  
**Managing Director - Commissioner**  
Sandwell Council House  
Freeth Street  
Oldbury  
West Midlands

**Distribution**

Councillor Carmichael (Chair)

Councillors Ahmed, Crompton, Hartwell, Millard, Piper and Simms

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## Minutes of The Cabinet

**13 April 2022 at 3.30pm**  
**in the Council Chamber, Sandwell Council House, Oldbury**

**Present:** Councillor Carmichael (Chair);  
Councillors Ahmed, Hartwell, Millard, Piper and Simms.

**Also present:** Councillor Mabena and Shackleton.

**Officers:** Kim Bromley-Derry (Managing Director Commissioner), Jim Taylor (Commissioner), Neil Cox (Director of Business Strategy and Change), Alice Davey (Director of Borough Economy), Tony McGovern (Director of Regeneration and Growth), Lisa McNally (Director of Public Health), Surjit Tour (Director of Law and Governance and Monitoring Officer), Elaine Newsome (Service Manager – Democracy), Sue Knowles (Head of ICT & Revenues and Benefits Management) and Rebecca Maher (Head of Finance).

**82/22      Apologies for Absence**

Apologies for absence were received from Councillors Crompton, E M Giles and Moore.

**83/22      Declarations of Interest**

Councillor Millard declared a non-pecuniary interest in Minute No. 88/22 (Ormiston Sandwell Community Academy - Proposed Expansion) on the basis that he was a governor at Ormiston Forge Academy.

84/22 **Minutes**

**Resolved** that the minutes of the meeting on 23 March 2022 be confirmed as a correct record.

85/22 **Additional Item of Business**

One additional item of business was considered:-

85/22 (a) **Household Support Fund**

Approval was sought to approve the use of the Household Support Fund (HSF) to provide financial support to those Sandwell residents who were most in need once the final guidance was received.

Approval was also sought to authorise the Director of Finance/Section 151 officer to approve Sandwell's Housing Support Fund scheme and any further Household Support Schemes introduced by the Government in the future, in consultation with the Cabinet Member for Finance and Resources.

**Reason for Decision**

The Government announced on 31 March 2022 that they were providing a further £421m to councils to support those most in need, particularly those including children and pensioners who would otherwise struggle with energy bills, food and water bills.

Sandwell had been allocated funding of £3,471,442, for the period 1 April 2022 to 30 September 2022.

Government draft guidance stated it would be up to each council to decide how to administer the funding. Given the timeframe involved, officers were waiting on the final guidance from the government as to how the HSF could be administered.



A HSF policy would be produced and approved by the Director of Finance/Section 151 officer and publicised on Sandwell's website. The aim was to have the policy and application process available by the end of April. It was also anticipated that a proportion of the funding would be used to support food provision during the school holidays for those eligible for Free School Meals.

### **Alternative Options**

The draft Government guidance did state the Household Support Fund may be awarded to households not currently in receipt of Department for Work and Pensions welfare benefits.

This approach could be considered when looking at Sandwell Council's HSF policy.

### **Resolved:-**

- (1) that approval be given to use the Household Support Fund to provide financial support to those Sandwell residents who are most in need once the final guidance is received;
- (2) that the Director of Finance/Section 151 officer be authorised to approve Sandwell's Housing Support Fund Scheme in consultation with the Cabinet Member for Finance and Resources;
- (3) that in the event that there are any further Household Support Schemes introduced by the government, the Director of Finance/Section 151 officer, in consultation with the Cabinet Member for Finance and Resources, be authorised to approve Sandwell's Housing Support Fund Scheme.

## **School Organisation Plan 2021-2026**

Approval was sought for the School Organisation Plan 2021-2026 as a basis of consultation in accordance with the statutory obligation placed upon the council under the School Standards and Framework Act 1998. A further report would be submitted for approval to publish at the end of the consultation period.

The Chair of Children's Services and Education Scrutiny Board raised a question on whether schools had a prescribed admission number or whether academies were able to determine this themselves. It was also clarified that the report should read 'Rowley Regis', not 'Rowley' and asked for this to be corrected in future.

In response, the Cabinet Member for Children and Education stated that schools had a Planned Admission Number (PAN). As their own admission authority, academy trusts decided their own PAN but did not have to consult where they proposed to either increase or keep the same PAN. If a decrease was planned to a PAN, consultation was required with final approval of the Regional Schools Commissioner.

### **Reason for Decision**

The School Standards and Framework Act 1998 stated that every local education authority shall prepare a school organisation plan for their area and shall prepare further such plans at such times as may be prescribed.

The proposed 'School Organisation Plan 2021-26' sets out the current contextual basis of educational provision across the six towns, with the projected demand and supply of school places during the next 5 years. The plan would be used to inform future decisions on the supply of school places across the Borough.

### **Alternative Options Considered**

This was a requirement placed on the council by the School Standards and Framework Act 1998. There was no other option available.

For at least the last 12 years, the Authority had responded to an unprecedented and significant growth in the birth rate, inward migration and retention levels. Pupil place planning and capital investment had responded to the challenges the growth had presented to the school sector. However, as the birth rate had started to ease, but the level of inward migration continued to fluctuate, there was now a need to plan for future provision. The option to do nothing, did not bode well for future place planning.

**Agreed** that the School Organisation Plan 2021 2026, as now submitted, be approved as a basis of consultation in accordance with the statutory obligation placed upon the council under the School Standards and Framework Act 1998, and a further report be submitted at the end of the consultation period to seek approval to publish.

87/22

### **Disposal of Former Gas Showroom Site, Lombard Street West/High Street, West Bromwich**

Approval was sought to dispose of the former Gas Showroom Site, Lombard Street/High Street, West Bromwich to Black Country Housing Group for £270,000 for the delivery of 27 affordable rent dwellings. It was recognised that this figure was less than the Best Consideration that could be obtained for the site.

Approval was also sought for the Director of Regeneration and Growth to be authorised to agree the terms of the conditional contract for the disposal of the site to Black Country Housing Group. It was proposed to authorise the Director of Law and Governance to release a restrictive covenant placed on the site of the former Shaftesbury House, West Bromwich previously sold to Black Country Housing Group that restricted the permitted use for residential development and to enter into or execute under seal, if necessary, any other related documentation in connection with the freehold disposal of the site.

### **Reason for Decision**

Black Country Housing Group were approached by Sandwell College to acquire the site of the former Shaftesbury House, High Street, West Bromwich.

To fulfil their Towns Fund application, Sandwell College required a site to deliver an engineering campus and identified the former Shaftesbury House site as the primary location.

Black Country Housing Group agreed in principle heads of terms with Sandwell College to dispose of the site and now required an alternative site to deliver their own residential project in accordance with Homes England funding.

Black Country Housing Group approached the Council to ascertain if the former Gas Showroom site, Lombard Street West/High Street, West Bromwich could be acquired to deliver their project.

Subject to satisfactory planning consent, Black Country Housing Group agreed to pay the sum of £270,000 to acquire the site. This was less than the £427,000 that the Council could achieve for the site, however, disposal of the site to Black Country Housing Group would enable the delivery of 27 much needed affordable rent units. It would also unlock several regeneration opportunities in the town centre and accelerate development in conjunction with the West Bromwich Town Centre Master Plan. As well as facilitating the new engineering campus on the Shaftesbury House site it would also enable Black Country Housing Group to deliver 27 affordable housing units on the former gas showroom site.

### **Alternative Options Considered**

The Council could consider disposal of the freehold on the open market, but this may not generate a much greater level of capital receipt. It would also miss an opportunity to unlock two important regeneration opportunities to deliver education facilities and affordable accommodation in West Bromwich Town Centre.

**Agreed:-**

- (1) that approval be given to the disposal of the former Gas Showroom Site, Lombard Street West/High Street, West Bromwich to Black Country Housing Group, for £270,000 for the delivery of 27 affordable rent dwellings, recognising that this figure is less than the Best Consideration that could be obtained for the site;
- (2) that the Director of Regeneration and Growth be authorised to agree the terms for a conditional contract (subject to planning consent) for the disposal of the site to Black Country Housing Group;
- (3) that the Director of Law and Governance and Monitoring Officer be authorised to release a restrictive covenant placed on the site of the former Shaftesbury House, West Bromwich previously sold to Black Country Housing Group that restricts the permitted use for residential development;
- (4) that the Director of Law and Governance and Monitoring Officer be authorised to enter into or execute under seal, if necessary, any other related documentation in connection with the freehold disposal of the site referred to in Resolution (1) above.

88/22

**Ormiston Sandwell Community Academy – Proposed Expansion**

Approval was sought to approve, subject to a satisfactory financial appraisal being completed by Strategic Finance, the allocation of £763,000 from the council's Basic Need / School Condition funding to fund refurbishment works to Ormiston Sandwell Community Academy (the Academy), Lower City Road, Tividale, Oldbury, B69 2HE.

Approval was also sought to authorise the Director of Law and Governance to enter into a funding agreement on terms agreed by the Director of Children and Education as required to enable Ormiston Academy Trust (the Trust) and the Academy to procure and complete the refurbishment works.

The Chair of Children's Services and Education Scrutiny Board enquired whether the Trust would be putting any money towards Ormiston Academy's refurbishment which would allow for an increase in its admission numbers. In response, the Cabinet Member for Children and Education stated that the government's Basic Need funding was allocated on the basis to support the expansion of an Academy where the local authority needed new places. As this was an Authority led expansion, the council was responsible for funding new places.

Based on recent schemes where new accommodation was required for a 1 form entry expansion of an existing secondary school, it was anticipated that funding would be £3.5-4.5m dependent on sufficiency of its existing buildings. This proposal presented the council with an excellent value for money solution.

The Trust would be investing in the expansion. Whilst the local authority funding would focus in the main towards internal works, the Trust and Academy planned to remodel the external area. The Trust and Academy were aware additional pupils would bring additional footfall and vehicle movements in the local area and their works would remodel existing access/egress arrangements and car parking to minimise congestion on Lower City Road and neighbouring roads.

The Chair of Children's Services and Education Scrutiny Board also asked whether a surplus of places was expected with the opening of new secondary schools.

In response, the Cabinet Member for Children and Education stated that effective place planning had ensured the Council had been able to maintain a surplus throughout the growth period, albeit during the last 3 years the surplus had only been around 1.5% whereas we would expect to operate around 5-8%. Current plans would see the council returning to that position by 2025/26.

### **Reason for Decision**

The local authority had a statutory duty to ensure a sufficient supply of school places. Whilst the unprecedented growth in the birth rate experienced over recent years had started to ease, the Borough continued to receive a high demand for school places, primarily due to increased migration and retention rates.

The Schools Capital Programme aligned to service needs so that the council could meet its statutory responsibility of ensuring every child in Sandwell had access to a good school place by seeking to build on its commitment to expand successful and popular schools.

Secondary school places were required in Oldbury and Ormiston Academy Trust had agreed to increase its Published Admission Number from 210 to 240 to offer an additional 150 places.

The Trust and Academy would procure the works on behalf of the council. This would provide best value for money and minimise the council's risk. A Funding Agreement would be agreed between the council and the Trust. The Trust would provide evidence, or a statement of account for payments to its contractor to support each invoice submitted to the Authority for payment.

### **Alternative Options Considered**

Do nothing – This was not a viable option for the Authority. In 2021/22 the Authority was unable to meet all parental preferences for the Academy from the local area, which led to pupils having to be offered places at a substantial home to school distance.

Permanent expansion at an alternative local secondary school - Through the Authority's Schools Capital Programme most local secondary schools had already received significant investment to increase pupil capacity.

Permanent extension at Ormiston Sandwell Community Academy - The Trust undertook a feasibility of the Academy's existing accommodation, which proved that there was sufficient area within the existing Academy buildings, which with some remodelling and refurbishment, could provide sufficient accommodation for the proposed additional form of entry. The works package also provided a very economical solution to the Authority for a 1 form entry expansion of an existing secondary school. Alternative proposals for re-use of the Perryfields modular block would be subject to a future Cabinet report.

Temporary extension at the Academy - A temporary solution would not be conducive to educational provision. Compared to both options for either re-use of the modular block, or the planned refurbishment works, a temporary building solution was not considered to offer value for money for the Authority.

**Agreed:-**

- (1) that subject to a satisfactory financial appraisal being completed by Strategic Finance, approval be given to the allocation of £763,000 from the council's Basic Need / School Condition funding to fund refurbishment works to Ormiston Sandwell Community Academy (the Academy), Lower City Road, Tividale, Oldbury, B69 2HE;
- (2) that the Director – Law and Governance and Monitoring Officer be authorised to enter into a funding agreement on terms agreed by the Director of Children and Education as required to enable Ormiston Academy Trust (the Trust) and the Academy to procure and complete the refurbishment works as referred to in Resolution (1) above.



**Oracle E-Business Suite Software Licence renewal**

Approval was sought for the Director of Finance to renew and award a contract for the existing Oracle E-Business Suite software licences for the period 1 May 2022 to 30 April 2023 at a cost of £330,730.

Furthermore, approval was sought to authorise the Director of Law and Governance to sign any contract documentation in relation to the renewal of the Oracle software maintenance and license agreement and that any necessary exemptions be made to the Council's Procurement and Contract Procedure Rules to enable the course of action.

The Chair of the Safer Neighbourhoods and Active Communities Scrutiny Board questioned whether the tasks that would be performed by this multi-functional software would threaten jobs in the Council.

On behalf of the Cabinet Member for Finance and Resources, the Cabinet Member for Community Safety stated that the decision to upgrade to Oracle Fusion was made some time ago by Cabinet. The decision in this report was regarding the extension of licences for the existing system in order to allow time for the upgrade to be implemented. The original decision considered the cost to the council. With regard to the risk to jobs, the system was not intended to replace jobs. The plan was for the system to undertake more of the transactional work that was currently undertaken in order to allow staff time to be spent on tasks that can add more value and contribute towards the strategic improvements across the council.

**Reason for Decision**

The council was currently progressing a large-scale project to migrate from the Oracle E- Business Suite to a cloud-based Enterprise Resource Planning (ERP) solution, Oracle Fusion.

An exemption report was signed off to extend the Oracle EBS licences from 1 November 2021 to 30 April 2022 at a total cost of £218,148. This included additional HR invoices of £54,000 which were subsequently not required and

therefore the actual cost was approximately £164,000. There was now a need to further extend this until 30 April 2023 in order to allow sufficient time for the project to be completed whilst ensuring adequate cover for vendor support, software maintenance updates and license compliancy. The cost of this was £330,730 and the renewals would be directly with ORACLE Corporate Limited.

The successful migration to a modern cloud-based ERP would enable the council to deliver key functions such as Finance, Human Resources, Payroll, and Procurement to effectively and efficiently support frontline services to deliver corporate objectives.

### **Alternative Options Considered**

The migration to the Oracle Fusion solution could not be completed before 30 April 2022 therefore the council would need to continue to operate with the Oracle E-Business Suite. The council could continue to use the E-Business Suite without renewing licences and maintenance. However, remaining on unsupported software was an unacceptable risk to the council due to the loss of service updates and support patches which were required to ensure that the software operates effectively and in accordance with appropriate legislation.

### **Agreed:-**

- (1) that the Director of Finance be authorised to renew and award a contract for the existing Oracle E-Business Suite software licences for the period 1 May 2022 to 30 April 2023 at a cost of £330,730;
- (2) that the Director of Law and Governance and Monitoring Officer is authorised to sign any contract documentation in relation to the renewal of the Oracle software maintenance and license agreement as referred to in Resolution (1) above;

- (3) that any necessary exemptions be made to the Council's Procurement and Contract Procedure Rules to enable the course of action referred to in Resolution (1) above to proceed.

90/22

### **Award of contract for ICT Technology Hardware**

Approval was sought to authorise the Director of Business Strategy and Change and the Director of Finance - Section 151 Officer, in consultation with the Cabinet Member for Finance and Resources, to approve the award of contract for providing ICT Technology Hardware for the period 1 June 2022 to 31 May 2025, with the option to extend for a further 12 months. Furthermore, the report sought that an exemption be made to the Council's Procurement and Contract Procedure Rules.

Approval was also sought for the Director of Law and Governance – Monitoring Officer to execute any documentation necessary to enable this course of action.

#### **Reason for Decision**

This report sought approval to award a contract for the provision of ICT Technology Hardware through the Crown Commercial Services Framework RM6068, following a compliant further competition and evaluation process. The contract award would allow for the purchase of new end user devices such as laptops, desktops, monitors, docking stations, mobile phones, tablets and other end user ICT peripherals. The contract period would be 3 years from 1 June 2022 to 31 May 2025 with an option to extend for a further 12 months.

The value of the new contract for the 3 -year period was estimated to be £4.5 million based on current hardware costs and forecasted future requirements. If the option to extend for a further 12 months was invoked, the total value of the contract was estimated at £6m.

## **Alternative Options Considered**

A "do nothing" approach was not feasible, as this would result in ICT hardware orders being spread across multiple hardware resellers rather than having one single point of contact with dedicated account management.

The alternative approach was to go out to tender every time for every hardware order, however, this reduced the opportunity for best value as orders were considered in isolation rather than strategically.

Without a hardware supplier, it would not be possible to take advantage of free bonded warehouse storage, which had benefited Sandwell many times during the Covid-19 pandemic.

### **Agreed:-**

- (1) that approval be given to authorise the Director of Business Strategy and Change and the Director of Finance - Section 151 Officer, in consultation with the Cabinet Member for Finance and Resources, to approve the award of contract for providing ICT Technology Hardware for the period 1 June 2022 to 31 May 2025, with the option to extend for a further 12 months;
- (2) that an exemption be made to the Council's Procurement and Contract Procedure Rules to enable the course of action referred to in Resolution (1) above to proceed;
- (3) that the Director of Law and Governance and Monitoring Officer be authorised to execute any documentation necessary to enable the course of action referred to in Resolution (1) above to proceed.

## **Outcome on the Consultation for the Statutory Taxi and Private Hire Vehicle Standards**

Consideration was given to the results of the consultation on the Statutory Taxi and Private Hire Vehicle Standards and approval was sought to the adoption of the proposed changes to conditions of licence in line with the changes to the Draft Sandwell Private Hire and Hackney Carriage Licensing Policy.

The Chair of Children's Services and Education Scrutiny Board asked whether the recommendations from the Scrutiny Review into SEND transport had been considered for this report.

In response, the Cabinet Member for Culture and Tourism stated that the Statutory Taxi and Private Hire Vehicle Standards were the national standards issued by the Department of Transport to licensing authorities with a focus on protecting children and vulnerable adults and aimed to provide a common-core minimum standards for the taxi and private hire vehicle sector.

Whilst officers were aware of the Scrutiny Review into SEND transport, the recommendations were service specific to SEND transport and those providing that service.

The council's Private Hire and Hackney Carriage Licensing policy related to the whole of the taxi and private hire vehicle sector and therefore service specific requirements were not included in this policy. Any additional service requirements for SEND transport were detailed in the service's Driver & Passenger Assistant Handbook.

### **Reason for Decision**

The Statutory Taxi and Private Hire Vehicle Standards were introduced to protect children (under 18) and vulnerable people as defined by Section 42 of the Care Act 2014. Licensing authorities were under a legal duty under Section 177 (1) of the Police and Crime Act 2017, to have regard to the Statutory Standards which meant they should be rigorously considered in formulating policy.

The Standards recognised that licensing authorities must reach their own decisions, both on overall policies and on individual licensing matters in light of the relevant law, however it should be noted that the Statutory Taxi and Private Hire Vehicle Standards might be drawn upon in any legal challenge to an authority's practice.

The Licensing Committee recognised that substantial changes would be required to the current Sandwell Private Hire and Hackney Carriage Licensing Policy and met to discuss these changes in detail together with the implementation plan detailing when these changes would come into effect on 24 February 2022.

### **Alternative Options Considered**

There were no alternative options given for consideration. Licensing Authorities had a legal duty under Section 177 of the Police and Crime Act 2017, to have regard to the Statutory Standards.

#### **Agreed:-**

- (1) that Cabinet receive the results of the consultation on the Statutory Taxi and Private Hire Vehicle Standards as now submitted;
- (2) that approval be given to adopt the proposed changes to conditions of licence as set out in Appendix 1 in line with the changes to the Draft Sandwell Private Hire and Hackney Carriage Licensing Policy;
- (3) that approval be given to adopt the proposed changes to the current policy as now submitted, which is the draft revised Sandwell Private Hire and Hackney Carriage Licensing Policy containing the proposed changes highlighted in yellow;
- (4) that approval be given to the implementation plan as now submitted outlining the approach and actions to be taken for implementing the changes resulting from the adoption of the Draft Sandwell

Private Hire and Hackney Carriage Licensing Policy;

- (5) that the standard relating to mandating the installation of CCTV in all licensed vehicles as a mandatory policy requirement is not adopted at this time, and that the current policy position of voluntary installation is maintained;
- (6) that approval be given to adopt the draft Data Processing Policy for NR3 (National Register for Revocations and Refusals of Licence) as now submitted.

92/22

### **Hackney Carriage Fare Review**

Approval was sought to agree to initiate a public consultation on the request received from a group of hackney carriage vehicle licence holders to increase the hackney carriage fares.

#### **Reason for Decision**

The Council sets the fares for Hackney Carriage Vehicles and any request for an increase was usually submitted by the Trade. The last time that the fares were increased in Sandwell was November 2013.

Charges for private hire vehicles were set by each Private Hire Operator and varied between operators. They could also be lower or higher at peak times than the hackney carriage fares.

The Local Government (Miscellaneous Provisions) Act 1976 under Section 65 requires that when a request was received, a notice was published in a local newspaper inviting objections and, in the event that no objections were received, the change of fares comes into effect on a date specified in the notice. The setting of fares was an executive function and was brought to Cabinet for consideration to proceed with the public consultation as outlined in the Act.

Licensing Committee met on 24 February 2022 to discuss the proposed changes and Committee were in support of consultation on the proposed fare increase.

### **Alternative Options Considered**

By virtue of Section 65 of the Local Government (Miscellaneous) Provisions Act 1976 there are no alternative options other than to consult upon the request received by hackney carriage vehicle licence holders, and in the event of no objections being received to adopt the fare increase proposal made. In the event that objections are received, a further report would be brought to Cabinet for consideration.

### **Agreed:-**

- (1) that approval be given to consult on the request received from a group of hackney carriage vehicle licence holders to increase the hackney carriage fares by means of an advert in the local press and via a public notice in Council buildings;
- (2) that, in connection to Resolution (1) above, in the event that no objections are received, the proposed increases as set out below, to come into effect on the date stated within the advert:

	Current Charge	Proposed Increase
<b>Mileage tariff 1 (0600 to 2200 hours)</b>		
For the first mile (or part thereof)	£4.00	£5.00
For each subsequent 110 yards (or part thereof)	£0.10	£0.12
Or for each subsequent mile thereafter	£1.60	£1.92
Waiting time (per hour)	£16.00	No change
<b>Mileage tariff 2 (2200 to 0600 hours)</b>		
For the first mile (or part thereof)	£4.80	£5.80
For each subsequent 110 yards (or part thereof)	£0.15	£0.18
Or for each subsequent mile thereafter	£2.40	£2.88
Waiting time (per hour)	£24.00	No change



<b>Extra Charges</b>		
For hiring on Sundays and Bank Holidays between 0600 and 2200 hours	£0.45	£0.50
For hiring from 1800 hours on Christmas Eve, throughout Christmas Day and Boxing Day	Double tariff 1 charge	No change
For hiring between the hours of 1800 hours on New Year's Eve and 0600 hours on New Year's Day	Double tariff 1 charge	No change
For every article of luggage conveyed outside the passenger compartment of the carriage after the first article of luggage	£0.10	No change
For each person over the age of 7 years in excess of 4	New Charge request from trade	Tariff 2 to be applied
Soilage fee	£50.00	No change

- (3) that, in the event that objections are received and are not withdrawn, a further report be submitted to Cabinet for those objections to be considered.

## 93/22 Procurement of Adult Weight Management Service

Approval was sought to re-commission the Tier 2 Weight Management Service for Adults ensuring future delivery of support for Sandwell residents.

### Reason for Decision

The Council wanted to expand on some previous short-term funding provided by Office for Health Improvement and Disparities (OHID) by commissioning a service that would continue to improve levels of physical activity, healthy eating and support people to adopt healthier behaviours beyond the initially funded period.

### Alternative Options Considered

There was an option to wait until there was confirmation of further funding from OHID to seek approval to commission future adult weight management services. However, there had been no confirmation on the extension of the adult

weight management services grant, or any timescales on when a decision might be made.  
This could lead to a significant gap in service delivery and officers would not know how long the funding would be for.

Another option would be to not commission a future adult weight management service. This would have implications for people locally that could widen health inequalities.

**Agreed:-**

- (1) that approval be given to re-commission the Tier 2 Weight Management Service for Adults ensuring future delivery of support for Sandwell residents;
- (2) that the Director of Public Health be authorised, in consultation with the Chief Finance Officer, to procure a two plus one-year behavioural (tier 2) weight management service for adults using either the public health budget, or external funding provided by the Office for Health Improvement and Disparities to commence on 1 July 2022 for a period of two years to 30 June 2024 with the option to extend up to a further year until 30 June 2025 at a cost of £200,000 per year;
- (3) that the Director of Law and Governance & Monitoring Officer be authorised to enter into and execute, under seal as may be required, any contracts or ancillary documentation in relation to the award of contract referred to in Resolution (2) above;
- (4) that any necessary exemption be made to the Council's Procurement and Contract Procedure Rules to allow a contract to be awarded to enable the course of action referred to in Resolution (2) above to proceed;

- (5) that the Director – Public Health, in consultation with the Cabinet Member for Adults, Social Care and Health, be authorised to approve Variations to the Contract up to a maximum of 10% of the Contract value, should they be necessitated.

94/22

### **Drug Strategy Grant: Enhanced Substance Misuse Treatment Provision**

Approval was sought to authorise the Director of Public Health, in consultation with the Director of Law and Governance and Monitoring Officer, to vary the current Adult Alcohol and Drug Service Contract to fund additional enhanced provision totalling £280,066 allowing the additional enhanced provision for the remaining period of the contract term which will end 31 January 2023.

#### **Reason for Decision**

The Government announced further additional funding for substance misuse treatment services for a period of 3 years covering the following financial years: 2022/23, 2023/24 and 2024/25

Sandwell's indicative allocated amount for the 2022/23 period (the period of overlap with the current Alcohol & Drug Service Contract term) was £530,000. The funding was to be additional to existing Public Health grant expenditure on substance misuse treatment services.

The funding must be spent on interventions that aimed to achieve the Drug Strategy ambition to reduce drug and alcohol related deaths and harms. The Strategy therefore required that local areas rebuild and reinvest into treatment services towards “a world class drug treatment and recovery system”

The expectation from government was that the additional enhanced delivery commenced from Quarter 1 of 2022/23 and continued throughout the 3-year period of enhanced funding (2022/23, 2023/24 and 2024/25).

### **Alternative Options Considered**

Do not approve the variation. An alternative method of delivery of the proposed variation interventions would be to secure provision through a competitive tender process. However, there were a number of risks associated with this option.

Do not approve the variation and not utilise the additional funding but simply return the monies to government. This would mean that the local treatment service and ultimately those who could benefit from accessing such a service would not benefit from the potential quality and capacity improvements that the monies could afford.

**Agreed** that the Director of Public Health, in consultation with the Director of Law and Governance and Monitoring Officer, be authorised to vary the current Adult Alcohol and Drug Service Contract to fund additional enhanced provision totalling £280,066 allowing the additional enhanced provision for the remaining period of the contract term which will end 31 January 2023.

95/22

### **Black Country Local Enterprise Partnership Capacity Funding – Sandwell Allocation**

To approve the submission of Sandwell's capacity fund spend proposal, for the financial year 2022/23, to the Black Country Local Enterprise Partnership Board.

#### **Reason for Decision**

The Black Country Local Enterprise Partnership (BCLEP) Board was the approver of the BCLEP Capacity Fund allocations to Local Authorities, and proposals put forward by Local Authorities were to be approved by Cabinet. The total value of the proposal from Sandwell MBC was circa £500k.

The nature of the proposals may require changes to be made throughout the financial year. Should this become necessary, it would be critical that the council could act swiftly to ensure it met its spend allocation by close of financial year 2022/23. Procurement processes would need

to be undertaken swiftly to secure specialist support to develop Sandwell's regeneration projects within financial year 22/23. There may also be a requirement for the council to enter into legal agreements to deliver against the proposals.

### **Alternative Options Considered**

No alternative options were considered, given this was the process outlined within the Collaboration Agreement.

Projects identified within the proposal had been selected on the basis they met the BCLEP funding criteria.

### **Agreed:-**

- (1) that the Director of Regeneration & Growth, in consultation with the Cabinet Member for Regeneration & Growth, be authorised to submit Sandwell's capacity fund spend proposal, for financial year 22/23 to the Black Country Local Enterprise Partnership Board;
- (2) that the Director of Regeneration & Growth, in consultation with the Cabinet Member for Regeneration & Growth, be authorised to make any necessary amendments to the spend proposal to ensure the full allocation is spent within financial year 2022/23;
- (3) that the Director of Regeneration & Growth and the Director of Finance, in consultation with the Cabinet Member for Regeneration & Growth, be authorised to undertake the necessary procurement processes and award contracts associated with the Black Country Local Enterprise Partnership Capacity Fund;

- (4) that the Director of Regeneration & Growth, in consultation with the Director of Law and Governance and Monitoring Officer, be authorised to enter into necessary legal agreements and execute under seal where required, to ensure the full allocation is spent within financial year 2022/23.

96/22

### **Arts Council England – Libraries Improvement Fund funding for Sandwell Libraries and Archives**

Approval was sought to receive funding of £495,000 from Arts Council England's Libraries Improvement Fund to roll out Library+ to 10 libraries, following a pilot at Thimblemill Library, in line with action C6 of the Corporate Plan.

The Chair of Children's Services and Education Scrutiny Board asked whether it could be guaranteed whether this project would receive the best publicity possible to highlight the positive work done. In response, the Cabinet Member for Culture and Tourism stated that all Cabinet Members and officers involved were very enthusiastic about this project and would ensure that it would be promoted as much as possible.

The Cabinet Member for Community Safety congratulated the Cabinet Member for Culture and Tourism and Library Services on the project.

#### **Reason for Decision**

Inward investment from Arts Council England would enable the delivery of the Library+ project at 10 of the borough's libraries.

Approval to accept the Arts Council England funding would enable officers to complete and submit the necessary grant paperwork.

The project would enable access to the council's libraries to be extended beyond current advertised opening hours.

By authorising the Director of Borough Economy to oversee the implementation of recommendations would ensure the timely and efficient roll out of this key project.

The project would assist in the Council's efforts to help residents access libraries for books, computers, events and activities for longer and allow local groups to use libraries outside of advertised opening hours.

Strategic Finance colleagues had carried out an appraisal of the funding application, which had been evaluated against HM Treasury Green Book guidance. The appraisal process recorded a score of 72%, with some areas of risk identified. The appraisal recommended action points to mitigate any risk to the Council.

### **Alternative Options Considered**

No alternative options were considered for this project. Whilst the 'Do nothing' approach was an option, it would result in the loss of potential inward investment along with a missed opportunity to make libraries more accessible to local people. As such it was not considered a satisfactory option.

### **Agreed:-**

- (1) that approval be given to receive funding of £495,000 from Arts Council England's Libraries Improvement Fund to roll out Library+ to 10 libraries, following a pilot at Thimblemill Library, in line with action C6 of the Corporate Plan;
- (2) that the Director of Borough Economy be authorised to accept the funding from Arts Council England's Libraries Improvement Fund on terms and conditions agreed by the Director – Borough Economy in consultation with legal services to enable roll out of Library+ to proceed;
- (3) that the Director of Borough Economy, in consultation with the Section 151 Officer, be authorised to:

- Prepare any necessary Tendering documentation;
  - Procure, in accordance with the public procurement rules, the Council's procurement and financial regulations a contractor(s) to carry out works on site; to award a contract and to enter into or execute under seal any financial agreement(s) as may be deemed necessary in relation to the project; and
  - Accept Grant funding from the Art Council England on terms and conditions to be agreed by the Director of Borough Economy in consultation with the Director of Law and Governance & Monitoring Officer.
- (4) that in connection with Resolution (1) and (2) above, the following action points identified within the financial appraisal of the funding application by Strategic Finance, be implemented to reduce any risk to the council:
- That cost estimates are reviewed to ensure that any future costs can be managed within the allocated funding.
  - That a corporate Risk Register is produced for the project, with target risk scores and dates for mitigation included.

97/22

### **Governance Improvement Plan Progress**

Consideration was given to the progress made up to 10 March 2022 against the Governance Improvement Plan.

#### **Reason for Decision**

To provide an update on progress made against the Governance Improvement Plan and the approach to develop a single Improvement Plan to address the recommendations from the CIPFA Financial Management Review and LGA Corporate Peer Challenge.



### **Alternative Options Considered**

The Value for Money Governance Review was undertaken as part of the external auditor's role to provide assurance on the council's arrangements for securing economy, efficiency and effectiveness in its use of resources. As the report included statutory recommendations, the council had a legal obligation to respond appropriately. Reviewing progress against the improvement plan enabled senior officers and members to have oversight of delivery and take corrective action, as necessary.

The government's Directions for improvement set out clearly that the Improvement Plan must address the specific areas set out in the report. Failure to update the existing Improvement Plan to address the intervention package and demonstrate delivery of sustained and embedded improvement would likely result in further intervention measures.

There were no alternative options to consider.

**Agreed** that progress against the Governance Improvement Plan up to 10 March 2022 be received.

98/22

### **Action Taken on a Matter of Urgency – Transforming Cities Fund Grant Agreement with the West Midlands Combined Authority in Relation to Highway Works Development at Birchley Island M5 Junction 2.**

Cabinet noted details of the urgent action taken by the Leader of the Council, in relation to:-

- authorising the Director for Regeneration and Growth to accept the £1,000,000 Transforming Cities Fund (TCF) Grant for the Birchley Island M5 Junction 2 Scheme under the Terms and Conditions contained in the Grant Agreement;
- authorising the Director of Law and Governance & Monitoring Officer, in consultation with Section 151 officer, to accept the TCF £1,000,000 Transforming Cities Fund (TCF) Grant for the Birchley Island M5

Junction 2 Scheme under the Terms and Conditions contained in the Grant Agreement.

### **Reasons for Decision**

The West Midlands Combined Authority would provide up to £1,000,000 of grant funding into the Birchley Island M5 Junction 2 scheme to ensure the funding package for the scheme. This was consistent with the budget request to the Department for Transport (DfT) for Major Road Network funding. The DfT had confirmed Programme Entry for the scheme within the Major Road Network programme as outlined in a letter to Sandwell Metropolitan Borough Council and WMCA dated 1 February 2021. As part of this approval, the DfT would provide a maximum capped funding of £24.400,000 towards the Birchley Island scheme on approval of the Full Business Case submission.

The matter was urgent and could not be delayed until the next Cabinet meeting given the need to ensure that the Transforming Cities Fund Grant could be drawn down in this financial year (2021/22) to maintain the funding profile needed to deliver the scheme. The Chair of Economy, Skills, Transport and Environment Scrutiny Board had been consulted.

### **Alternative Options Considered**

The Birchley Island M5 Junction 2 Scheme would be underfunded if the TCF Grant was not accepted. An alternative would be to make up the shortfall with an additional £1m Capital contribution from the Council.

### **Agreed:-**

- (1) that the following details of the urgent actions taken by the Leader of the Council be noted:-
  - (a) to authorise the Director for Regeneration and Growth to accept the £1,000,000 Transforming Cities Fund (TCF) Grant for the Birchley Island M5 Junction 2 Scheme under the Terms and Conditions contained in the Grant Agreement;

- (b) to authorise the Director of Law and Governance & Monitoring Officer, in consultation with Section 151 officer, to accept the TCF £1,000,000 Transforming Cities Fund (TCF) Grant for the Birchley Island M5 Junction 2 Scheme under the Terms and Conditions contained in the Grant Agreement.

99/22      **Minutes of Cabinet Petitions Committee**

The minutes of the Cabinet Petitions Committee meetings held on 24 November 2021 and 16 February 2022 were noted.

Meeting ended at 4.06pm.

Contact: [democratic\\_services@sandwell.gov.uk](mailto:democratic_services@sandwell.gov.uk)

**Proposed Amended Conditions of Licence**

**PHO CONDITIONS**

**LICENCE CONDITIONS**

**Private Hire Operator Conditions of Licence**

This Licence is subject to the provisions of Section 55 of the Local Government (Miscellaneous Provisions) Act 1976 – Part II and in addition, the following conditions.

1. The operator is responsible for all persons that they employ, contract or use in the course of their business. To that end, the operator must undertake sufficient checks to satisfy themselves that only suitable drivers and employees are used (and continue to be used) in the course of their business. The failure of an operator to ensure that appropriate checks are carried out may call into question the operator's fitness and propriety. In addition, a failure to take appropriate action in relation to drivers that persistently breach licence conditions may also be detrimental to the continued fitness and propriety of the operator.
2. The operator licence is not transferable and the person to whom it is issued must display it in a prominent position at the business premises recorded on the licence at all times during the currency of the licence, so as to be on view to members of the public, except on such occasions as the licence is presented to the Licensing Authority for amendment or if it is required to be produced for inspection by an Authorised Officer of the Council or a Police Officer.
3. The Licence is granted in respect of the premises referred to in the licence and is not transferable.
4. The Operator must notify the Council in writing of any change in partnership, directorship, ownership, management or control of the business within 5 working days.
5. The Operator must notify the Council in writing within 7 days of any other material change affecting the licence during its validity.
6. The operator must not at any time operate more private hire vehicles than are specified on the planning permission for the premises.

7. A licensed operator must inform the council if they are going to be absent from the day to day running of the business for a period of 2 consecutive months. In doing this, the operator must confirm if the manager / nominated deputy will be responsible for the running of the business on their behalf. The operator should also nominate an additional person who is responsible in the absence of the manager / deputy.
8. Operators must conduct their business in accordance with all relevant statutory provisions. This includes health, safety and welfare legislation, environmental legislation and equalities legislation.
9. The holder of this Licence shall ensure that all conditions of planning permission in respect of the premises are fully complied with in every respect.

#### **10. BUSINESS PREMISES**

- a) The Operator must only conduct business from the Office at the address specified on the Licence. The Council reserves the right for an Authorised Officer to inspect the premises for suitability and compliance with the requirements of these Conditions.
- b) The Operator must not cause or permit the business premises to be used by any other person(s) for any other purpose than that connected with the conduct or operation of the private hire business. This condition will not apply if the business premises is the residential address of the licensed operator.
- c) The Operator must not conduct his business, nor employ or utilise any person to conduct his business in any premises, the use of which have not been approved by the Council.
- d) If the licensed operator employs any other person to work at the business premises, the premises must be kept clean, adequately lit, heated and ventilated and must conform to all other legal requirements including the legal requirement that no smoking be allowed on the premises under the requirements of the Health Act 2006; the requirements of the Regulatory Reform (Fire Safety) Order 2005 which requires that a fire safety risk assessment is in place at the premises and Health and Safety at Work Regulations.

#### **11. RECORD OF BOOKINGS**

- a) The operator must keep an accurate record of every booking of a private hire vehicle or hackney carriage accepted by him/her. The loss of records by theft or otherwise must be reported to the Council in writing within 24 hours, and also immediately to the Police in the event of theft being suspected. Separate records must be kept at each premises from which the Operator conducts business. The records must be kept at all times at the business premises and not removed.

All such records must be in English, permanent, legible and preserved for a period of not less than 5 years following the date of the last entry.

Records must be kept in one of the following forms:

- i. a bound book with consecutively numbered pages (loose leaf registers are not acceptable) or
- ii. on continuous stationery which has been generated in the form of an instantaneous print out by a computerised system. The Operator must ensure that adequate supplies of continuous stationery and ink cartridges are maintained and that the printer is appropriately replenished to ensure that at all times full and legible booking details are printed, or
- iii. a computerised recording system which automatically generates a permanent entry onto a recordable CD or DVD at the same time the booking is entered onto the system. Satisfactory certification from the program supplier/installers must be produced to the Council before using any such system for the recording of bookings required by law to be maintained. Such certification must confirm that the system stored or recorded is tamper-proof; and once inputted, cannot be altered, amended, deleted or added to in any way. Any change to the recording system must only be by way of prior written agreement from the Council.
- iv. the removable CD/DVD must be changed on the first day of every month and kept in a secure place at the premises for production on demand by the Police or an Authorised Officer.
- v. on secure computer hard drives or secure cloud storage systems.

Regardless of which system is used. Copies of booking records must be provided to an authorised officer or Police officer on request.

b) In respect of whichever system is used the Operator must, at the time the booking is taken, enter therein:

- i. the date and time the booking was received, any subsequent cancellation, and the signature (or in the case of a computer system, the identity) of the person taking **and responding to** the booking;
- ii. the name and address of the hirer;
- iii. the time of the journey, together with the journey date if different from the booking date; the address or name of the premises from which it is to commence (i.e. the point of pick up of the passenger(s)) and the address or place of destination;
- iv. the private hire/hackney carriage plate number of the vehicle to be used for the journey **and vehicle registration number** (personal code systems are not acceptable);

v. the badge number **and name** of the driver of the vehicle used;

vi. remarks (including details of any sub-contracting to another licensed operator);

vii. the name of the individual that dispatched the vehicle;

viii. it is accepted that Operators may outsource booking and dispatch functions, but the obligation to protect children and vulnerable adults cannot be passed on. Operators are required to produce evidence that comparable protections are applied by the Company to which they outsource these functions and booking records should evidence that the customer was made aware of this prior to the booking being confirmed.

b)(2) i. Where a private hire vehicle is unsuitable, for example where a larger vehicle such as a minibus is needed because more than 8 passenger seats are required to accommodate luggage, the person making the booking/hirer should be informed that a PSV is necessary, and that a PCV licensed driver will be used who is subject to a lower level of checks than a private hire/dual/hackney carriage licensed driver;

ii. A record is to be kept that the hirer was informed of the above and gave their consent to the use of a vehicle and driver who has not been subject to the higher level of checks carried out by Sandwell Council for taxi and private hire licensing purposes. This record to be produced to an authorised officer of the Council or a Police Officer for inspection if requested.

c) Where any bookings are sub contracted either by the operator to another licensed operator or are accepted by the operator from another operator a full record of the booking (in line with **11b (1) and (2)** above) and notes must be included; including the name of the sub-contractor and contact information)

d) No alterations to records may be made – any amendment must be made to the original record by way of an addition.

e) Entries in the bound book, or on the digital copy generated by a computerised system, must cover a 24 hour period and must contain information in relation to only one private hire firm and no details in connection with the bookings of other private hire firms. The Operator must ensure that any booking clerk involved is competent in the recording of bookings and operating the system used.

f) The records of bookings must be maintained and kept up to date at all times and must be made available for inspection at all reasonable times without notice by any duly Authorised Officer of the Council or any Police Officer. Such Officers must be permitted to photograph and / or remove such records, however kept, from the premises as required.

g) The Operator must not fail or refuse to accept a booking by or on behalf of a disabled person accompanied by an 'assistance dog' when the reason for failure or refusal is that the disabled person will be accompanied by the 'assistance dog'.

h) The Operator must ensure that any personal information obtained during the course of their business is stored securely, and only retained for as long as is absolutely necessary. Access to this information must be restricted to only those persons who will use it for the purpose for which it has been collected.

Personal information must not be used for any other purpose other than that for which it was collected without the express permission of the individual to which the information relates.

For example, telephone numbers provided by customers so that they can be alerted / updated by SMS text message with regard to a booking they have made must only be used for this purpose. The information must not be retained by the Operator after the text message has been sent, and / or used for any other purpose (such as unsolicited marketing calls).

i) The Licence holder shall maintain a folder containing copies of the following documents for all drivers/vehicles working through the base:

- Up-to-date DVLA Driving Licence.
- Sandwell Private Hire Drivers Licence.
- Current MOT Certificate.
- Current insurance cover note or certificate of insurance.
- Vehicle Registration Document.
- Sandwell Private Hire Vehicle Licence.

The information outlined above must be retained at the Operating premises and be available for inspection by an Authorised Officer or Police Officer **at all times**.

j) The Operator must not accept any booking for a particular private hire vehicle / hackney carriage which would require that vehicle to carry more passengers than it is licensed to carry.

k) The Operator must not operate a private hire vehicle / hackney carriage without the driver thereof being licensed by Sandwell MBC. The Operator must personally examine the drivers' licences issued by the Council and satisfy himself / herself as to their validity.

l) The Operator must bring to the attention of all drivers their legal obligations regarding the use of seat belts by both adults and children under 14 years of age.



m) The Operator must bring to the attention of all drivers their legal obligation regarding no smoking in vehicles under the Health Act 2006. The operator must also advise drivers that vaping and the use of e-cigarettes is also prohibited.

n) The Operator must ensure that all drivers are aware of their obligations under any other legislation relevant to the work of a private hire vehicle.

o) The Operator must ensure that all licensed drivers who carry out work on behalf of their company act in a civil and orderly manner both towards customers and any other member of the public.

p) The Operator must provide a prompt, efficient and reliable service to members of the public at all reasonable times and, for this purpose, must in particular:

a. Ensure that when a licensed vehicle has been hired to be in attendance at an appointed time and place, the vehicle must, unless delayed or prevented by sufficient cause, punctually attend at the appointed time and place.

b. Behave in orderly and civil manner and must take all reasonable precautions to ensure the safety of all persons conveyed in licensed vehicles operating from his/her office premises.

q) Where applicable, only radio equipment licensed by OFCOM must be used for the purpose of conducting the business authorised by this licence. The OFCOM licence must be produced on request to the Police or an Authorised Officer. CB apparatus must not be used in connection with any private hire booking at any operating address or in any private hire vehicle/hackney carriage available from such operating base.

r) The use of radio scanner equipment is prohibited.

s) Keep a register of all staff that will take bookings or dispatching vehicles, to be made available to an authorised officer of the Council or Police Officer on request.

t) Evidence that they have had sight of a recent basic DBS for all booking and dispatch staff.

u) Should an employee cease to be on the register and later re-entered, a new basic DBS certificate should be requested, and sight of the document recorded on the register.

v) Have a policy on employing ex-offenders, a copy of which is to be supplied to the Licensing Authority on each application and a copy of which to be available at the base and produced to an authorised officer of the Council or Police Officer on request.

w) The register is to be kept for the same period as the Operator's booking records.

## 12 ADVERTISING

a) The Operator must not trade or advertise under any name for private hire purposes unless such trade name has been approved by the Council and has accordingly been entered on the Private Hire Operator's Licence issued by the Council.

In addition, the following should be considered before paying for any advertising:

- i) The trading name shall be displayed in full on all advertisements
- ii) The trading name shall not incorporate the words 'taxi', 'hire' or 'cab'
- iii) The Licensing Office may refuse to register any trading name, where in their opinion, it is likely to cause confusion to the general public, or is similar to a trading name registered to another licensed operator.
- iv) For the avoidance of doubt 'advertisement' in this condition means any display on or in the vehicle used in conjunction with the business; and directory; newspaper or media reference or notice or any card or circular distributed for public use, which displays the address or telephone number of the operators business.

b) The Operator must supply a copy of advertising materials to the Council for recording on file.

c) The Operator must ensure that all advertising materials comply with Advertising Standards Authority requirements and do not contain offensive, misleading or potentially inflammatory wording which could be seen as defamatory.

## 13. GENERAL CONDITIONS

a) The Operator must ensure that Public Liability Insurance is in force throughout the validity of the licence for each and every operating base open to the public to a minimum cover of £2 million. Certification must be produced on demand to the Licensing Office or any Authorised Officer.

b) The Operator must affix a properly printed notice in a prominent position inside the business premises, so as to be easily read by any person seeking to hire a private hire vehicle/hackney carriage, stating that any complaints regarding a hiring relating to his/her business should be addressed to:

**Sandwell MBC Taxi Licensing Office, Waterfall Lane Transport Depot, Waterfall Lane, Cradley Heath. B64 6RL.**

Such notice must also state that the Council does not control the fares for private hire vehicles and that, in the absence of any fare scale published by the Operator, the fare should be agreed before the journey commences. Any fare scale in operation must be on prominent public display and be an

accurate reflection of the charge, including any specific additions i.e. Bank Holidays and after midnight loading (including any waiting times) which the customer may be expected to pay.

c) The Operator must notify the Council **in writing within 7 days ( 48 hours for sexual, dishonesty, violence or motoring convictions or any arrest for whatever reason)** providing full details of any conviction, bind over, caution, warning, reprimand or arrest for any matter (whether or not charged) imposed on him / her (or if the Operator is a Company or Partnership on any of the Directors, Secretary or Partners) during the period of the licence. **An arrest for any sexual offence, any offence involving dishonesty or violence, and any motoring offence will result in the review by the Licensing Sub Committee of the licence holders suitability to continue to hold a licence.**

d) The Operator must notify the Council in writing within 3 days of any change of home address whether permanent or temporary.

e) Where any property is left by a customer in the business premises, or in any vehicle used for any hiring and placed in the Operator's safekeeping by the driver thereof. The Operator must endeavour to arrange to return such property to its rightful owner, failing which it must be dealt with in accordance with legal requirements and handed in as found property to the Police within 24 hours.

f) The Operator must not, by him/herself, his/her agents, or any other person importune, or cause or permit to be importuned any person by calling out or by any other means whatsoever to hire any of the licensed vehicles under his/her control.

g) The Operator must not cause or permit the private hire vehicle licence plate or any notices that are required to be displayed on the inside or outside of a private hire vehicle to be:

- Concealed from public view
- Defaced
- Disfigured

The Operator must also ensure that the licence plate and notices are always legible and displayed in accordance with the conditions of the private hire vehicle licence.

h) All licence holders must hold a current Basic Disclosure Certificate. A new certificate must be obtained every 12 months and produced to the Licensing Office. Failure to produce a current certificate may result in the licence holder's licence being suspended. Any costs associated with obtaining this certificate must be met by the licence holder. The licence holder must ensure that all drivers and employees working through the base also hold a valid disclosure certificate as required by council policy.

i) You must keep and maintain at your licensed premises a register of all persons employed whether full or part time, in which shall be recorded their full name, date of birth, address, national insurance number, contact telephone number, any call sign/codes they are allocated and the dates their employment commenced/terminated. Further, in relation to each employed individual, copies of supporting documentation in the form of a valid passport or a DVLA photocard licence and utility bills of no more than 2 months old must be kept. This register must be retained at your licensed premises and be available for inspection by an authorised officer at any time during the hours of operation.

j) The Licence holder must ensure that all drivers working through the base fully conform with the Council's requirements in relation to the Dress Code Policy and wearing corporate clothing or a corporate logo/badge on their clothing, as outlined in the Private Hire Driver's Licence conditions.

k) The licence holder must ensure that all vehicles working through the base display company signage at all times. Signage may be in the form of a roof sign or door stickers/magnets or both. All company signage must conform with the Council's requirements at all times that the vehicle is working. Operators will be required to lodge a design with the Licensing Office for approval. All roof signs used at the base must be of a uniform design and as a minimum, display the full company name on the front and the telephone number of the base on the rear. Door signs must display the full company name and telephone number. The Operator will determine what signage is used.

l) All vehicles working through the business must display licence identification plates and window stickers, supplied by the Council, at all times that the vehicle is working).

m) The Licensed Operator or the person nominated by the Operator in writing, must be on the premises or in charge of the Operation and immediately contactable by an Authorised Officer or Police Officer **at any time**.

n) The Operator must ensure that any person left in charge of the premises in the absence of the Operator, is fully aware of the conditions applicable to this licence, particularly those relating to the maintenance of records for drivers, vehicles and bookings and the need to comply with the conditions at all times.

o) All Private Hire Operators should have the facility to carry guide dogs for the visually impaired, hearing dogs for the deaf and other assistance dogs, when required to do so by a member of the public. **There should be a minimum of 1 vehicle and driver available at all times to carry out this type of work. Therefore, if one vehicle is being used another one should also be available to provide this facility.**

p) Private Hire Operators must ensure that at all times the level of service they provide to people with disabilities is identical to the service they provide to able-bodied passengers, both in terms of price and level of service.

q) Any discrimination in relation to disabled passengers is unacceptable. Discrimination may be considered as behaviour that is inappropriate to a Licence Holder and amounts to reasonable cause to show that you are not a fit proper person to hold an operator's licence. The matter will be considered by the Licensing Sub Committee and may result in action being taken in relation to your licence.

#### 14. OPERATOR NOTES

**In these Conditions** "Operator" means the person who is the current holder of an Operator's Licence

"Business premises" means the operating premises from which the Operator conducts the business

i. These conditions should be read in conjunction with the provisions of Part II of the Local Government (Miscellaneous Provisions) Act 1976.

ii. Any person who commits an offence against any of the provisions of the Act pursuant to Section 76 may be liable on summary conviction to a fine not exceeding Level 3 on the standard scale.

iii. The use of a licensed private hire vehicle to fulfil any private hire booking requires the driver to hold a currently valid private hire driver's licence even if no fare is charged for the journey or irrespective of when, how and to whom any fare is payable. Operators are reminded that the use of free fare cars/courtesy cars which are not licensed as private hire vehicles are not permitted for private hire journeys. Every contract for the hire of a licensed private hire vehicle is deemed to be made with the Operator who accepted the booking for the hire vehicle whether or not the Operator provided the vehicle.

iv. Any failure on the part of the Operator to make appropriate enquiries as to the licensing status of drivers and/or vehicles for any purpose could be construed as reasonable cause to suspend or revoke the licence. The onus remains with the Operator to clarify any legal requirements which he or she may be required by law to observe.

v. Any applicant not currently licensed by the Council as an Operator or driver must submit to the Council a Basic Criminal Records Disclosure as to unspent convictions. Such Disclosure to be no more than 1 month old at the time of submission.

vi. ANY INFRINGEMENT OF THE LICENSING CONDITIONS COULD LEAD TO SUSPENSION OR REVOCATION OF THE LICENCE.

## **PHD CONDITIONS**

### **Private Hire Driver Conditions of Licence**

This Licence is granted subject to the Local Government (Miscellaneous Provisions) Act 1976 and in addition, the following conditions:

#### **1. DRIVER LICENCE**

- a. The licence holder must not assign or in any way part with the benefit of the licence which is personal to the licensee.
- b. The licence holder shall not ply for hire under any circumstances.

#### **2. DRIVER BADGE**

- a. The licence holder must at all times, when driving a licensed vehicle for hire or reward, wear the driver's badge issued by the Council on a prominent visible place on the outer clothing. An additional badge is also issued which must be displayed in the vehicle at all times when acting as a Private Hire Driver.
- b. The driver's identification badges remain the property of the Council. Upon expiry of the licence and badges (whether application to renew has been made or not) the badges must be returned to the Licensing Office within 7 days of expiry or other such time as the Council may specify.
- c. The badges must be returned to the Licensing Office immediately if the licence is suspended or revoked.

#### **3. CONDUCT OF DRIVER**

- a. The licence holder must dress in accordance with the Sandwell MBC Licensed Driver Dress Code.
- b. The licence holder must comply with the Sandwell MBC Code of Conduct in relation to working with vulnerable passengers.
- c. The licence holder must behave in a civil and orderly manner and comply with all reasonable requirements of any person hiring or being conveyed in the vehicle.
- d. The licence holder must afford all reasonable assistance with passenger luggage as may be required. At the conclusion of the journey the licence holder must similarly offer all reasonable assistance to passengers leaving the vehicle and assist them with luggage or any disability aids or wheelchair.
- e. Particular care must be taken with unaccompanied children and vulnerable adults. Licence holders must remain alert to safeguarding matters related to children and vulnerable adults. Licence holders should ensure that children and vulnerable adults leave the vehicle directly onto the kerb and immediately outside their destination (if it is safe and legal to do so).

f. The licence holder must take all reasonable steps to ensure the safety of passengers entering or conveyed in or alighting from the vehicle, especially those passengers with a disability.

g. The licence holder must not smoke tobacco or like substance in the vehicle at any time as provided by the Health Act 2006. Similarly the use of e-cigarettes or vaping is prohibited in the vehicle.

h. The licence holder must not, without the express consent of the hirer, drink or eat in the vehicle (water may be drunk) or play any radio or sound reproducing instrument or equipment in the vehicle other than for the sending or receiving messages in connection with the operation of the vehicle. It is for the driver to determine if he/she wishes to allow passengers to eat or drink in the vehicle.

i. The driver must at all times when driving a licensed vehicle ensure that such vehicle is maintained in a roadworthy and clean condition.

j. The driver of a licensed vehicle must ensure that none of the identification plates / window stickers / signs / notices that are required to be displayed on the vehicle become concealed from public view or be so damaged or defaced that any figure or material particular is rendered illegible.

k. The driver of a private hire vehicle must if he/she is aware that the vehicle has been hired to be in attendance at an appointed time and place or he/she has otherwise been instructed by the operator or proprietor of the vehicle to be in attendance at an appointed time and place punctually attend at the appointed time and place unless delayed or prevented by sufficient cause.

l. The use of radio scanner equipment is prohibited.

m. The driver of a wheelchair accessible vehicle is required to hold a Wheelchair Assessment Certificate from the Driving & Vehicle Standards Agency (DVSA) or the Council's nominated Training Provider.

n. Drivers must undertake an inspection of any vehicle that they are driving whilst working as a private hire driver. This inspection must be undertaken at least weekly and before the first carriage of fare paying passengers in the vehicle whilst it is being driven by the driver. The checks to be carried out by the driver must include all vehicle maintenance items listed in the annex to the Highway Code entitled 'vehicle maintenance, safety and security'. In addition, a check must be made to ensure that all plates, signage and notices that are required by Sandwell MBC licensing conditions are appropriately fixed / attached to the vehicle. A record must be made by the driver to confirm that the checks have been undertaken; this record must be available for inspection by an authorised officer of the council.

o. The Licence holder shall ensure that the Private Hire and Hackney Carriage Licensing Policy – "The Handbook" is complied with in every respect.

#### 4. FARES AND FARECARDS

a. The driver of a **private hire vehicle** must ensure that a notice is visibly displayed for the benefit of passengers to the effect that in the absence of a published fare scale, the fare should be agreed between passenger(s) and driver before commencement of the journey. When a fare scale is used that fare scale must be displayed and must be a similar size to the fare cards carried by Hackney Carriages and must give an accurate reflection of the charge, including any specific additions (i.e. Bank Holiday and after midnight loading) the customer may be expected to pay.

b. The driver must not, if driving a licensed vehicle fitted with a taximeter, cause the fare recorded thereon to be cancelled or concealed until the hirer has had the opportunity of examining it and has paid the fare.

c. The driver must not demand from any hirer of a **private hire vehicle** a fare in excess of any previously agreed for that hiring between the hirer and the operator or if the vehicle is fitted with a taximeter and there has been no previous agreement as to the fare, the fare shown on the face of the taximeter.

d. The driver must, if requested by the hirer, provide a written receipt for the fare paid, such receipt to bear the name and address of the proprietor of the vehicle together with the badge number of the driver.

#### 5. PASSENGERS

a. The driver must not cause or suffer or permit to be conveyed in a licensed vehicle a greater number of persons exclusive of the driver than the number of persons specified in the licence issued in respect of that licensed vehicle. In addition the driver must ensure that seat belt legislation is complied with in respect of all children conveyed in the vehicle.

b. The driver must not allow to be conveyed in the front of a licensed vehicle:-

- more than one person unless the vehicle is manufactured to carry two front seat passengers and seat belts are fitted for both passengers, or
- any person between the ages of 10 and 18 years old, unless the passenger is part of a group that includes at least one person over the age of 18, or all other passenger seats in the vehicle are occupied by persons under the age of 18.

c. The driver must not, without the consent of the hirer of the vehicle, convey or permit to be conveyed any other person in that vehicle.

d. The driver must provide all reasonable assistance to passengers and especially those with a disability. The Equality Act 2010 places the following duties on licensed drivers:-



#### **e. Duty to assist passengers in Wheelchairs**

S.165 of the Equality Act 2010 places a duty on drivers of designated taxis or private hire vehicles, unless an exemption certificate has been issued under S.166 of the Equality Act 2010, to:

- Carry the passenger while in the wheelchair;
- Not to make any additional charge for doing so;
- If the passenger chooses to sit in a passenger seat to carry the wheelchair;
- To take such steps as are necessary to ensure that the passenger is carried in safety and reasonable comfort; and
- To give the passenger such mobility assistance as is reasonably required.

#### **f. Duty to carry guide dogs and assistance dogs**

Under the Equality Act 2010, the driver must not fail or refuse to carry out a booking by or on behalf of a person with disabilities who is accompanied by an 'assistance dog' unless the driver has a Medical Exemption granted by the Licensing Authority and is displaying the Exemption Certificate in the approved manner or in the vehicle.

Any animal belonging to or in the custody of any passenger should remain with that passenger and be conveyed in the front or rear of the vehicle.

Drivers are advised to have a blanket / towel which is kept in the boot of the licensed vehicle to be used where he/she may have concerns about excess dog hair being left in the vehicle.

### **6. FOUND PROPERTY**

The driver shall ensure that the vehicle is searched at the end of every hiring to ensure that property has not been left behind by the passenger. If the driver discovers property left in the vehicle, they must make every attempt to immediately return it to the hirer. If this is not possible the driver must inform their Operator that they have the property in their possession. If the Operator does not hold any contact details for the hirer, the property must be immediately handed-in at the nearest Police Station.

### **7. MEDICAL CONDITION(S)**

a. In the case of a medical condition that affects the licence holder's ability to drive safely, the licence holder must stop driving immediately and report the matter to the Licensing Office within one working day.

b. The licence holder will successfully complete a medical examination on a 3 yearly basis. On attaining the age of 65, the licence holder shall complete the medical on an annual basis. Certain medical conditions may result in the Medical Officer requiring the licence holder to undergo more frequent examinations, at the licence holder's expense.

## 8. CONVICTIONS, CAUTIONS, ARREST ETC.

The licence holder must notify the Licensing Office **in writing within 7 days ( 48 hours for sexual, dishonesty, violence or motoring convictions or any arrest for whatever reason)** providing full details of any conviction, bind over, caution, warning, reprimand or arrest for any matter (whether or not charged) imposed on him / her (or if the Operator is a Company or Partnership on any of the Directors, Secretary or Partners) during the period of the licence. **An arrest for any sexual offence, any offence involving dishonesty or violence, and any motoring offence will result in the review by the Licensing Sub Committee of the licence holders suitability to continue to hold a licence.**

### What should be reported:-

- Any conviction (criminal or driving matter);
- Any caution (issued by the Police or any other agency);
- Issue of any Magistrates Court summonses against you;
- Issue of any Fixed Penalty Notice (FPN), or Notice of Intended Prosecution (NIP) for any matter;
- Any harassment or other form of warning or order within the criminal law including anti-social behaviour orders or similar;
- Arrest for any offence (whether or not charged).
- Any acquittal following a criminal case heard by a court.

### Fixed Penalty Notices

The licence holder must notify the Licensing Office in writing of any Fixed Penalty Notice (FPN) or Notice of Intended Prosecution (NIP) within **7 days of the receipt of such a notice**. The notice must be produced to the Licensing Office. The licence holder must subsequently produce his/her driving licence to the Licensing Office, together with any court, fixed penalty office, or DVLA correspondence immediately following receipt of confirmation that the endorsement has been placed on the drivers licence records, or in any case **within 8 weeks of the date of the original offence**. An on-line DVLA licence check will be carried out by the Licensing Office.

This includes all motoring offences – whether endorsable or not and requirements to attend a Speed Awareness Course. This means that licence holders are required to notify the Licensing Office if they opt to attend a speed awareness course rather than have their licence endorsed.

### Arrest for any Offence

Whether charged or not the licence holder must notify the Licensing Office within **48 hours** of their arrest for an alleged offence(s). **An arrest for any sexual offence, any offence involving dishonesty or violence and any motoring offence will result in the review of the licence holders suitability to hold a licence.**

## **9. DISCLOSURE AND BARRING SERVICE ONLINE UPDATE SERVICE**

All licence holders must subscribe to the Disclosure and Barring Service Online Update Service. Any costs associated with maintaining this subscription must be met by the licence holder.

The driver must give permission for the council to undertake checks of their DBS status should the council consider it necessary to do so. The council will use the update service to monitor the criminal record of drivers.

**In the event that a driver is not permitted to subscribe to the update service, they will be subject to an enhanced DBS check every 6 (six) months and all costs associated with this to be funded by the driver.**

## **10. CHANGE OF OPERATOR**

The licence holder must notify the Licensing Office ***in writing within 3 days*** of any change of operator through whom he/she works.

## **11. CHANGE OF ADDRESS**

The licence holder must notify the Licensing Office ***in writing within 3 days*** of any change of his/her address taking place during the period of the licence, whether permanent or temporary.

## **12. CUSTOMER AND OTHER PERSONAL INFORMATION**

Drivers must ensure that any personal information obtained during the course of their business is stored securely, and only retained for as long as is absolutely necessary. Access to this information must be restricted to those that will use it for the purpose for which it has been collected.

Personal information must not be used for any other purpose other than that for which it was collected without the express permission of the individual to which the information relates.

For example, telephone numbers provided by customers so that they can be alerted / updated by SMS text message with regard to a booking they have made must only be used for this purpose. The information must not be retained by the driver after the text message has been sent, and / or used for any other purpose (such as unsolicited marketing calls)

## **13. OCCASIONS WHEN LICENSED DRIVERS ARE NOT UTILISING THEIR LICENSES FOR AN EXTENDED PERIOD OF TIME**

If circumstances are such that a licensed driver does not intend to work as a private hire driver in Sandwell for a period exceeding 4 weeks, they must surrender their licence to the Licensing Office. The identification badges and licence must be surrendered as soon as it becomes clear that the driver will not be working for a period

exceeding this time.

Once the Licensing Office is in receipt of the badges and licence, the licence will be suspended until such time as the driver is in a position to commence work again. The council reserve the right to undertake any checks in relation to the driver that may be required to ensure that the driver remains a fit and proper person to hold a licence. Such checks may include a medical examination, DBS disclosure and checks with other agencies. **Where an applicant has spent three or more continuous months outside the UK once their licence has been issued, they should provide criminal records information from that country or a "Certificate of Good Character" on their return. This can be obtained by visiting the following website –** <https://www.gov.uk/government/publications/criminal-records-checks-for-overseas-applicants>

Examples of circumstances that may require the surrender of the licence include:

- The driver intends to spend an extended period of time outside of the UK.
- The driver is ill or unable to work for some other reason.

This is not an exhaustive list.

#### **14. DUTY TO COOPERATE ON REGULATORY MATTERS**

Licensed drivers must co-operate with authorised officers of the council and Police Officers in all matters relating to the regulation of the licensed vehicle trade. However nothing in this condition affects the driver's statutory protection afforded by other legislation. Any driver who fails to comply with any reasonable request or obstructs an authorised officer when carrying out their duties may be liable to prosecution.

#### **15. APPEARANCE OF DRIVER**

If a licensed driver alters their appearance significantly (for example by growing / removing a beard or moustache, changing hair colour etc.), they must attend the Licensing Office at the earliest opportunity to return their existing Licence Identification badges and obtain replacement Licence Identification badges.

#### **16. ACCIDENTS**

If at any time the vehicle is involved in an accident, however minor, the driver must inform the Licensing Office of this fact as soon as possible and in any event within 1 working day (by telephone or email). An accident report form (available from the Licensing Office) must then be completed and submitted to the Licensing Office within 72 hours of the accident occurring (except in exceptional circumstances when the report must be made as soon as possible after the 72 hours deadline – an example of an exceptional circumstance would be that the driver is incapacitated due to the accident and physically unable to make the notification).

## NOTES

(i) These conditions should be read in conjunction with the provisions of Part II of the Local Government (Miscellaneous Provisions) Act 1976.

(ii) Any person who commits an offence against any of the provisions of the Act of 1976 pursuant to Section 76 may be liable on summary conviction to a fine not exceeding level 3 on the standard scale or to such other penalty as expressly provided in the Act. The driver should ensure compliance at all times.

(iii) The use of a vehicle not licensed as a private hire vehicle to fulfil any private hire booking is prohibited even if no fare is charged for the journey or irrespective of when, how and to whom any fare is payable.

(iv) If at any time the conduct of the driver leads to concerns by the Council as to whether they remain a fit and proper person to hold a licence, the Council will investigate the conduct and if satisfied that the driver is no longer a fit and proper person the driver licence may be suspended and subsequently revoked.

(v) Failure to declare any conviction within the required timescale together with the nature of the conviction will be taken into account in deciding whether a licence holder is a fit and proper person to hold a licence. This may result in the suspension, revocation, or refusal to renew the private hire driver licence.

**(vi) ANY INFRINGEMENT OF THE LICENSING CONDITIONS COULD LEAD TO SUSPENSION OR REVOCATION OF THE LICENCE.**

**(vii) ANY PERSON AGGRIEVED BY ANY CONDITION SPECIFIED IN THE LICENCE MAY APPEAL TO A MAGISTRATES' COURT WITHIN 21 DAYS OF ISSUE.**

## **DLH CONDITIONS (PHD) & Byelaws (HCD)**

### **Private Hire Driver Conditions of Licence**

This Licence is granted subject to the Local Government (Miscellaneous Provisions) Act 1976 and in addition, the following conditions:

#### **1. DRIVER LICENCE**

a. The licence holder must not assign or in any way part with the benefit of the licence which is personal to the licensee.

b. The licence holder shall not ply for hire under any circumstances.

## **2. DRIVER BADGE**

- a. The licence holder must at all times, when driving a licensed vehicle for hire or reward, wear the driver's badge issued by the Council on a prominent visible place on the outer clothing. An additional badge is also issued which must be displayed in the vehicle at all times when acting as a Private Hire Driver.
- b. The driver's identification badges remain the property of the Council. Upon expiry of the licence and badges (whether application to renew has been made or not) the badges must be returned to the Licensing Office within 7 days of expiry or other such time as the Council may specify.
- c. The badges must be returned to the Licensing Office immediately if the licence is suspended or revoked.

## **3. CONDUCT OF DRIVER**

- a. The licence holder must dress in accordance with the Sandwell MBC Licensed Driver Dress Code.
- b. The licence holder must comply with the Sandwell MBC Code of Conduct in relation to working with vulnerable passengers.
- c. The licence holder must behave in a civil and orderly manner and comply with all reasonable requirements of any person hiring or being conveyed in the vehicle.
- d. The licence holder must afford all reasonable assistance with passenger luggage as may be required. At the conclusion of the journey the licence holder must similarly offer all reasonable assistance to passengers leaving the vehicle and assist them with luggage or any disability aids or wheelchair.
- e. Particular care must be taken with unaccompanied children and vulnerable adults. Licence holders must remain alert to safeguarding matters related to children and vulnerable adults. Licence holders should ensure that children and vulnerable adults leave the vehicle directly onto the kerb and immediately outside their destination (if it is safe and legal to do so).
- f. The licence holder must take all reasonable steps to ensure the safety of passengers entering or conveyed in or alighting from the vehicle, especially those passengers with a disability.
- g. The licence holder must not smoke tobacco or like substance in the vehicle at any time as provided by the Health Act 2006. Similarly the use of e-cigarettes or vaping is prohibited in the vehicle.
- h. The licence holder must not, without the express consent of the hirer, drink or eat in the vehicle (water may be drunk) or play any radio or sound reproducing instrument or equipment in the vehicle other than for the sending or receiving messages in connection with the operation of the vehicle. It is for the driver to determine if he/she wishes to allow passengers to eat or drink in the vehicle.

i. The driver must at all times when driving a licensed vehicle ensure that such vehicle is maintained in a roadworthy and clean condition.

j. The driver of a licensed vehicle must ensure that none of the identification plates / window stickers / signs / notices that are required to be displayed on the vehicle become concealed from public view or be so damaged or defaced that any figure or material particular is rendered illegible.

k. The driver of a private hire vehicle must if he/she is aware that the vehicle has been hired to be in attendance at an appointed time and place or he/she has otherwise been instructed by the operator or proprietor of the vehicle to be in attendance at an appointed time and place punctually attend at the appointed time and place unless delayed or prevented by sufficient cause.

l. The use of radio scanner equipment is prohibited.

m. The driver of a wheelchair accessible vehicle is required to hold a Wheelchair Assessment Certificate from the Driving & Vehicle Standards Agency (DVSA) or the Council's nominated Training Provider.

n. Drivers must undertake an inspection of any vehicle that they are driving whilst working as a private hire driver. This inspection must be undertaken at least weekly and before the first carriage of fare paying passengers in the vehicle whilst it is being driven by the driver. The checks to be carried out by the driver must include all vehicle maintenance items listed in the annex to the Highway Code entitled 'vehicle maintenance, safety and security'. In addition, a check must be made to ensure that all plates, signage and notices that are required by Sandwell MBC licensing conditions are appropriately fixed / attached to the vehicle. A record must be made by the driver to confirm that the checks have been undertaken; this record must be available for inspection by an authorised officer of the council.

o. The Licence holder shall ensure that the Private Hire and Hackney Carriage Licensing Policy – "The Handbook" is complied with in every respect.

#### **4. FARES AND FARECARDS**

a. The driver of a **private hire vehicle** must ensure that a notice is visibly displayed for the benefit of passengers to the effect that in the absence of a published fare scale, the fare should be agreed between passenger(s) and driver before commencement of the journey. When a fare scale is used that fare scale must be displayed and must be a similar size to the fare cards carried by Hackney Carriages and must give an accurate reflection of the charge, including any specific additions (i.e. Bank Holiday and after midnight loading) the customer may be expected to pay.

b. The driver must not, if driving a licensed vehicle fitted with a taximeter, cause the fare recorded thereon to be cancelled or concealed until the hirer has had the opportunity of examining it and has paid the fare.

c. The driver must not demand from any hirer of a **private hire vehicle** a fare in excess of any previously agreed for that hiring between the hirer and the operator or

if the vehicle is fitted with a taximeter and there has been no previous agreement as to the fare, the fare shown on the face of the taximeter.

d. The driver must, if requested by the hirer, provide a written receipt for the fare paid, such receipt to bear the name and address of the proprietor of the vehicle together with the badge number of the driver.

## **5. PASSENGERS**

a. The driver must not cause or suffer or permit to be conveyed in a licensed vehicle a greater number of persons exclusive of the driver than the number of persons specified in the licence issued in respect of that licensed vehicle. In addition the driver must ensure that seat belt legislation is complied with in respect of all children conveyed in the vehicle.

b. The driver must not allow to be conveyed in the front of a licensed vehicle:-

- more than one person unless the vehicle is manufactured to carry two front seat passengers and seat belts are fitted for both passengers, or
- any person between the ages of 10 and 18 years old, unless the passenger is part of a group that includes at least one person over the age of 18, or all other passenger seats in the vehicle are occupied by persons under the age of 18.

c. The driver must not, without the consent of the hirer of the vehicle, convey or permit to be conveyed any other person in that vehicle.

d. The driver must provide all reasonable assistance to passengers and especially those with a disability. The Equality Act 2010 places the following duties on licensed drivers:-

### **e. Duty to assist passengers in Wheelchairs**

S.165 of the Equality Act 2010 places a duty on drivers of designated taxis or private hire vehicles, unless an exemption certificate has been issued under S.166 of the Equality Act 2010, to:

- Carry the passenger while in the wheelchair;
- Not to make any additional charge for doing so;
- If the passenger chooses to sit in a passenger seat to carry the wheelchair;
- To take such steps as are necessary to ensure that the passenger is carried in safety and reasonable comfort; and
- To give the passenger such mobility assistance as is reasonably required.

### **f. Duty to carry guide dogs and assistance dogs**

Under the Equality Act 2010, the driver must not fail or refuse to carry out a booking by or on behalf of a person with disabilities who is accompanied by an 'assistance dog' unless the driver has a Medical Exemption granted by the Licensing Authority and is displaying the Exemption Certificate in the approved manner or in the vehicle.



Any animal belonging to or in the custody of any passenger should remain with that passenger and be conveyed in the front or rear of the vehicle.

Drivers are advised to have a blanket / towel which is kept in the boot of the licensed vehicle to be used where he/she may have concerns about excess dog hair being left in the vehicle.

## **6. FOUND PROPERTY**

The driver shall ensure that the vehicle is searched at the end of every hiring to ensure that property has not been left behind by the passenger. If the driver discovers property left in the vehicle, they must make every attempt to immediately return it to the hirer. If this is not possible the driver must inform their Operator that they have the property in their possession. If the Operator does not hold any contact details for the hirer, the property must be immediately handed-in at the nearest Police Station.

## **7. MEDICAL CONDITION(S)**

a. In the case of a medical condition that affects the licence holder's ability to drive safely, the licence holder must stop driving immediately and report the matter to the Licensing Office within one working day.

b. The licence holder will successfully complete a medical examination on a 3 yearly basis. On attaining the age of 65, the licence holder shall complete the medical on an annual basis. Certain medical conditions may result in the Medical Officer requiring the licence holder to undergo more frequent examinations, at the licence holder's expense.

## **8. CONVICTIONS, CAUTIONS, ARREST ETC.**

The licence holder must notify the Licensing Office **in writing within 7 days ( 48 hours for sexual, dishonesty, violence or motoring convictions or any arrest for whatever reason)** providing full details of any conviction, bind over, caution, warning, reprimand or arrest for any matter (whether or not charged) imposed on him / her (or if the Operator is a Company or Partnership on any of the Directors, Secretary or Partners) during the period of the licence. **An arrest for any sexual offence, any offence involving dishonesty or violence, and any motoring offence will result in the review by the Licensing Sub Committee of the licence holders suitability to continue to hold a licence.**

**What should be reported:-**

- **Any conviction (criminal or driving matter);**
- **Any caution (issued by the Police or any other agency);**
- **Issue of any Magistrates Court summonses against you;**
- **Issue of any Fixed Penalty Notice (FPN), or Notice of Intended Prosecution (NIP) for any matter;**
- **Any harassment or other form of warning or order within the criminal law including anti-social behaviour orders or similar;**
- **Arrest for any offence (whether or not charged).**

- **Any acquittal following a criminal case heard by a court.**

### **Fixed Penalty Notices**

The licence holder must notify the Licensing Office in writing of any Fixed Penalty Notice (FPN) or Notice of Intended Prosecution (NIP) within **7 days of the receipt of such a notice**. The notice must be produced to the Licensing Office. The licence holder must subsequently produce his/her driving licence to the Licensing Office, together with any court, fixed penalty office, or DVLA correspondence immediately following receipt of confirmation that the endorsement has been placed on the drivers licence records, or in any case **within 8 weeks of the date of the original offence**. An on-line DVLA licence check will be carried out by the Licensing Office.

This includes all motoring offences – whether endorsable or not and requirements to attend a Speed Awareness Course. This means that licence holders are required to notify the Licensing Office if they opt to attend a speed awareness course rather than have their licence endorsed.

### **Arrest for any Offence**

Whether charged or not the licence holder must notify the Licensing Office within **48 hours** of their arrest for an alleged offence(s). **An arrest for any sexual offence, any offence involving dishonesty or violence and any motoring offence will result in the review of the licence holders suitability to hold a licence.**

## **9. DISCLOSURE AND BARRING SERVICE ONLINE UPDATE SERVICE**

All licence holders must subscribe to the Disclosure and Barring Service Online Update Service. Any costs associated with maintaining this subscription must be met by the licence holder.

The driver must give permission for the council to undertake checks of their DBS status should the council consider it necessary to do so. The council will use the update service to monitor the criminal record of drivers.

**In the event that a driver is not permitted to subscribe to the update service, they will be subject to an enhanced DBS check every 6 (six) months and all costs associated with this to be funded by the driver.**

## **10. CHANGE OF OPERATOR**

The licence holder must notify the Licensing Office **in writing within 3 days** of any change of operator through whom he/she works.

## **11. CHANGE OF ADDRESS**

The licence holder must notify the Licensing Office **in writing within 3 days** of any change of his/her address taking place during the period of the licence, whether permanent or temporary.

## **12. CUSTOMER AND OTHER PERSONAL INFORMATION**

Drivers must ensure that any personal information obtained during the course of their business is stored securely, and only retained for as long as is absolutely necessary. Access to this information must be restricted to those that will use it for the purpose for which it has been collected.

Personal information must not be used for any other purpose other than that for which it was collected without the express permission of the individual to which the information relates.

For example, telephone numbers provided by customers so that they can be alerted / updated by SMS text message with regard to a booking they have made must only be used for this purpose. The information must not be retained by the driver after the text message has been sent, and / or used for any other purpose (such as unsolicited marketing calls

## **13. OCCASIONS WHEN LICENSED DRIVERS ARE NOT UTILISING THEIR LICENSES FOR AN EXTENDED PERIOD OF TIME**

If circumstances are such that a licensed driver does not intend to work as a private hire driver in Sandwell for a period exceeding 4 weeks, they must surrender their licence to the Licensing Office. The identification badges and licence must be surrendered as soon as it becomes clear that the driver will not be working for a period exceeding this time.

Once the Licensing Office is in receipt of the badges and licence, the licence will be suspended until such time as the driver is in a position to commence work again. The council reserve the right to undertake any checks in relation to the driver that may be required to ensure that the driver remains a fit and proper person to hold a licence. Such checks may include a medical examination, DBS disclosure and checks with other agencies. **Where an applicant has spent three or more continuous months outside the UK once their licence has been issued, that they should provide criminal records information from that country or a "Certificate of Good Character" on their return. This can be obtained by visiting the following website –**  
<https://www.gov.uk/government/publications/criminal-records-checks-for-overseas-applicants>

Examples of circumstances that may require the surrender of the licence include:

- The driver intends to spend an extended period of time outside of the UK.
- The driver is ill or unable to work for some other reason.

This is not an exhaustive list.

## **14. DUTY TO COOPERATE ON REGULATORY MATTERS**

Licensed drivers must co-operate with authorised officers of the council and Police Officers in all matters relating to the regulation of the licensed vehicle trade. However nothing in this condition affects the driver's statutory protection afforded by other

legislation. Any driver who fails to comply with any reasonable request or obstructs an authorised officer when carrying out their duties may be liable to prosecution.

## **15. APPEARANCE OF DRIVER**

If a licensed driver alters their appearance significantly (for example by growing / removing a beard or moustache, changing hair colour etc.), they must attend the Licensing Office at the earliest opportunity to return their existing Licence Identification badges and obtain replacement Licence Identification badges.

## **16. ACCIDENTS**

If at any time the vehicle is involved in an accident, however minor, the driver must inform the Licensing Office of this fact as soon as possible and in any event within 1 working day (by telephone or email). An accident report form (available from the Licensing Office) must then be completed and submitted to the Licensing Office within 72 hours of the accident occurring (except in exceptional circumstances when the report must be made as soon as possible after the 72 hours deadline – an example of an exceptional circumstance would be that the driver is incapacitated due to the accident and physically unable to make the notification).

## **NOTES**

**(i)** These conditions should be read in conjunction with the provisions of Part II of the Local Government (Miscellaneous Provisions) Act 1976.

**(ii)** Any person who commits an offence against any of the provisions of the Act of 1976 pursuant to Section 76 may be liable on summary conviction to a fine not exceeding level 3 on the standard scale or to such other penalty as expressly provided in the Act. The driver should ensure compliance at all times.

**(iii)** The use of a vehicle not licensed as a private hire vehicle to fulfil any private hire booking is prohibited even if no fare is charged for the journey or irrespective of when, how and to whom any fare is payable.

**(iv)** If at any time the conduct of the driver leads to concerns by the Council as to whether they remain a fit and proper person to hold a licence, the Council will investigate the conduct and if satisfied that the driver is no longer a fit and proper person the driver licence may be suspended and subsequently revoked.

**(v)** Failure to declare any conviction within the required timescale together with the nature of the conviction will be taken into account in deciding whether a licence holder is a fit and proper person to hold a licence. This may result in the suspension, revocation, or refusal to renew the private hire driver licence.

**(vi) ANY INFRINGEMENT OF THE LICENSING CONDITIONS COULD LEAD TO SUSPENSION OR REVOCATION OF THE LICENCE.**

**(vii) ANY PERSON AGGRIEVED BY ANY CONDITION SPECIFIED IN THE LICENCE MAY APPEAL TO A MAGISTRATES' COURT WITHIN 21 DAYS OF ISSUE.**

## HACKNEY CARRIAGE DRIVER'S LICENCES

### BYELAWS WITH RESPECT TO HACKNEY CARRIAGES IN THE METROPOLITAN BOROUGH OF SANDWELL

Byelaws made under Section 68 of the Town Police Clauses Act 1847, and section 171 of the Public Health Act, 1875, by Metropolitan Borough of Sandwell with respect to hackney carriages in the Metropolitan Borough of Sandwell.

#### INTERPRETATION

(1) Throughout these byelaws "the Council" means the Council of the Metropolitan Borough of Sandwell and "the District" means the Metropolitan Borough of Sandwell.

**Provisions regulating the manner in which the number of each hackney carriage corresponding with the number of its licence, shall be displayed.**

(2) (a) The proprietor of a hackney carriage shall cause the number of the licence granted to him in respect of the carriage to be legibly painted or marked on the outside and inside of the carriage, or on plates affixed thereto;

(b) A proprietor or driver of a hackney carriage shall: -

not wilfully or negligently cause or suffer any such number to be concealed from public view whilst the carriage is standing or plying for hire;

(i) not cause or permit the carriage to stand or ply for hire with any such painting, marking or plate so defaced that any figure or material particular is illegible.

(ii) Deleted by Home Office

**Provisions regulating how hackney carriages are to be furnished or provided**

- (3) The proprietor of a hackney carriage shall: -
- (a) Provide sufficient means by which any person in the carriage may communicate with the driver;
  - (b) cause the roof or covering to be kept water-tight;
  - (c) provide any necessary windows and a means of opening and closing not less than one window on each side;
  - (d) cause the seats to be properly cushioned or covered;
  - (e) cause the floor to be provided with a proper carpet mat or other suitable covering;
  - (f) cause the fittings and furniture generally to be kept in a clean condition, well maintained and in every way fit for public service;
  - (g) provide means for securing luggage if the carriage is so constructed as to carry luggage;
  - (h) provide an efficient fire extinguisher, which shall be carried in such position as to be readily available for use;
  - (i) provide at least two doors for the use of persons conveyed in such carriage and a separate means of ingress and egress for the driver.
- (4) The proprietor of a hackney carriage shall cause any taximeter with which the carriage is provided to be so constructed, attached, and maintained as to comply with the following requirements, that is to say,
- (a) the taximeter shall be fitted with a key, flag or other device the turning of which will bring the machinery of the taximeter into action and cause the word "HIRED" with letters at least two inches in height to appear on the face of the taximeter;
  - (b) such key, flag or other device shall be capable of being locked in such a position that the machinery of the taximeter is not in action and that no fare is recorded on the face of the taximeter;
  - (c) when the machinery of the taximeter is in action there shall be recorded on the face of the taximeter in clearly legible figures a fare not exceeding the rate or fare which the proprietor or driver is entitled to demand and take for the hire of the carriage by distance in pursuance of the byelaw in that behalf;
  - (d) the word "FARE" shall be printed on the face of the taximeter in plain letters so as clearly to apply to the fare recorded thereon;
  - (e) the taximeter shall be so placed so that all letters and figures on the face thereof are at all times plainly visible to any person being conveyed in the

carriage, and for that purpose the letters and figures shall be capable of being suitably illuminated during any period of hiring;

- (f) the taximeter and all the fittings thereof shall be so affixed to the carriage with seals or other appliances that it shall not be practicable for any person to tamper with them except by breaking, damaging or permanently displacing the seals or other appliances.

**Provisions regulating the conduct of the proprietors and drivers of hackney carriages plying within the district in their several employments, and determining whether such drivers shall wear any and what badges.**

- (5) The driver of a hackney carriage provided with a taximeter shall: -
  - (a) when standing or plying for hire, keep the key, flag or other device fitted in pursuance of the byelaws in that behalf locked in the position in which no fare is recorded on the face of the taximeter;
  - (b) as soon as the carriage is hired by distance, and before beginning the journey, bring the machinery of the taximeter into action by moving the said key, flag or other device, so that the word "HIRED" is legible on the face of the taximeter and keep the machinery of the taximeter in action until the termination of the hiring;
  - (c) cause the dial of the taximeter to be kept properly illuminated throughout any part of a hiring which is during the hours of darkness as defined for the purposes of the Road Traffic Act, 1972, and also at any other time at the request of the hirer.
- (6) A proprietor or driver of a hackney carriage shall not tamper with or permit any person to tamper with any taximeter with which the carriage is provided, with the fittings thereof, or with the seals affixed thereto.
- (7) The driver of a hackney carriage shall, when plying for hire in any street and not actually hired: -
  - (a) proceed with reasonable speed to one of the stands fixed by the byelaw in that behalf;
  - (b) if a stand, at the time of his arrival, is occupied by the full number of carriages authorised to occupy it, proceed to another stand;
  - (c) on arriving at a stand not already occupied by the full number of carriages authorised to occupy it, station the carriage immediately behind the carriage or carriages on the stand and so as to face in the same direction;

- (d) from time to time when any other carriage immediately in front is driven off or moved forward cause his carriage to be moved forward so as to fill the place previously occupied by the carriage driven off or moved forward.
- (8) A proprietor or driver of a hackney carriage, when standing or plying for hire shall not, by calling out or otherwise, importune any person to hire such carriage and shall not make use of the service of any other person for the purpose.
- (9) The driver of a hackney carriage shall behave in a civil and orderly manner and shall take all reasonable precautions to ensure the safety of persons conveyed in or entering or alighting from the vehicle.
- (10) The proprietor or driver of a hackney carriage who has agreed or has been hired to be in attendance with the carriage at an appointed time and place shall, unless delayed or prevented by some sufficient cause, punctually attend with such carriage at such appointed time and place.
- (11) The driver of a hackney carriage when hired to drive any particular destination shall, subject to any directions given by the hirer, proceed to that destination by the shortest available route.
- (12) A proprietor or driver of a hackney carriage shall not convey or permit to be conveyed in such carriage any greater number of persons than the number of persons than the number of persons specified on the plate affixed to the outside of the carriage.
- (13) If a badge has been provided by the Council and delivered to the driver of a hackney carriage he shall, when standing or plying for hire, and when hired, wear that badge in such position and manner as to be plainly visible.
- (14) The driver of a hackney carriage so constructed as to carry luggage shall, when requested by any person hiring or seeking to hire the carriage.
- (a) convey a reasonable quantity of luggage;
  - (b) afford reasonable assistance in loading and unloading;
  - (c) afford reasonable assistance in removing it to or from the entrance of any building, station or place at which he may take up or set down such person.

**Provisions fixing the stands of hackney carriages.**

- (15) \* **Please see attached list of Hackney Carriage Stands** (not part of the byelaw).

**Provisions fixing the rates or fares to be paid for hackney carriages within the district, and securing the due publication of such fares.**

- (16) The proprietor or driver of a hackney carriage shall be entitled to demand and take for the hire of the carriage the rate or fare prescribed by the following table,



the rate or fare being calculated by distance unless the hirer express at the commencement of the hiring his desire to engage by time.

Provided always that where a hackney carriage furnished with a taximeter shall be hired by distance the proprietor or driver thereof shall not be entitled to demand and take a fare greater than that recorded on the face of the taximeter, save for any extra charges authorised by the following table which it may not be possible to record on the face of the taximeter.

**\* Please see attached current tariff of fares** (not part of the byelaw)

- (17) (a) The proprietor of a hackney carriage shall cause a statement of the fares fixed by the byelaws in that behalf to be exhibited inside the carriage, in clearly distinguishable letters and figures.
- (b) The proprietor or driver of a hackney carriage bearing a statement of fares in accordance with this byelaw shall not wilfully or negligently cause or suffer the letters or figures in the statement to be concealed or rendered illegible at any time while the carriage is plying or being used for hire.

**Provisions securing the safe custody and re-delivery of any property accidentally left in hackney carriages, and fixing the charges to be made in respect thereof;**

- (18) The proprietor or driver of a hackney carriage shall immediately after the termination of any hiring or as soon as practicable thereafter carefully search the carriage for any property which may have been accidentally left therein.
- (19) The proprietor or driver of a hackney carriage shall, if any property accidentally left therein by any person who may have been conveyed in the carriage be found by or handed to him,
- (a) carry it as soon as possible and in any event within 24 hours, if not sooner claimed by or on behalf of its owner, to any Police Station;
- (b) be entitled to receive from any person to whom the property shall be re-delivered an amount equal to 5 new pence in the pound of its estimated value (or the fare for the distance from the place of finding to the nearest Police Station, whichever be the greater) but not more than five pounds.
- (20) Every person who shall offend against any of these byelaws shall be liable on summary conviction to a fine not exceeding twenty pounds and in the case of a continuing offence to a further fine not exceeding five pounds for each day during which the offence continues after conviction therefor.
- (21) The byelaws with respect to hackney carriages in the County Borough of Warley made by the Warley County Borough Council on the 15<sup>th</sup> day of June, 1973, and confirmed by the Secretary of State on 15<sup>th</sup> day of August, 1973, are hereby revoked.

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**The common Seal of the Borough  
Council of Sandwell was hereunto  
affixed this 15th day of April, 1976  
in the presence of:**

**C. GREEN**  
*Director of Administration  
and Legal Services*

**The foregoing byelaws with the exception of byelaw 2(b) (iii) are hereby confirmed by the Secretary of State and shall come into operation on the 1<sup>st</sup> day of October 1976.**

**Signed by authority of the  
Secretary of State**

Home Office  
Whitehall

20<sup>th</sup> August 1976

**R.F.D.SHUFFREY**

*An Assistant Under Secretary  
of State*

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\* Please note: the provisions for appointing stands for hackney carriages and for fixing the rates or fares have been superseded by the Council making use of the Local Government (Miscellaneous Provisions) Act 1976 sections 63 and 65 respectively, and therefore, no longer form part of the byelaws, but for the stands which were created by the original byelaw.

Please note also that paragraph 11 of the byelaws has been replaced by the provisions of Section 69 of the Local Government (Miscellaneous Provisions) Act 1976 which states

- (1) No person being the driver of a hackney carriage vehicle licensed by the Council shall without reasonable cause unnecessarily prolong, in distance or in time, the journey for which the hackney carriage vehicle has been hired.
- (2) If any person contravenes the provisions of this section, he shall be guilty of an offence and liable on summary conviction to a fine not exceeding level 3 on the standard scale.

## PHV CONDITIONS

### LICENCE CONDITIONS

#### Applicable to Private Hire Vehicle licence holders

This Licence is granted subject to the Local Government (Miscellaneous Provisions) Act 1976 and in addition the following conditions: -

- 1) The licence holder shall ensure that any person who drives the licensed vehicle is the holder of a Private Hire Drivers Licence issued by Sandwell Metropolitan Borough Council.
- 2) The licence holder must ensure that the large and small Private Hire plates **and how to make a complaint sign**, issued by Sandwell Metropolitan Borough Council, are displayed in the following manner:
  - The large exterior plate must be securely attached to the rear of the vehicle.
  - The small interior plate must be displayed inside the vehicle in a position that is clearly visible to all passengers.
  - **All vehicles with licences issued on or after DATE TO BE INSERTED must display a sign inside the vehicle informing passengers how and who to make a complaint to and this sign is to be visible at all times when the vehicle is available for hire and reward.**
- 3) Upon grant or renewal of the licence, the Licence holder shall ensure that, with effect from 1 September 2015, window stickers supplied by the Council are fixed to the windows of both rear passenger doors at all times that the vehicle is used on the road (even if it is not being used for work).
- 4) The licence holder must ensure that either a roof sign or door signs/stickers or both are displayed on the vehicle. As a minimum, the name and telephone number of the Operator base must be displayed on the signage. All letters and numbers must be at least 1 inch in height and clearly distinguishable.
- 5) The licence holder shall return both Private Hire Vehicle plates, window stickers, and roof-sign if issued by the council, to the Licensing Office within 7 days of being requested to do so by an Authorised Officer, and in any event, on expiry of the plates/or licence.
- 6) The licence holder shall permit the vehicle to be inspected by an Authorised Officer of the Council or a Police Officer, at any reasonable time.
- 7) The licence holder shall submit the vehicle for inspection/testing by the Council's nominated testers, when required.
- 8) The licence holder shall ensure that any accident or damage to the licensed vehicle is reported in writing, to the Licensing Office, within 72 hours.

- 9) The licence holder shall not use the vehicle, if it has been suspended under the provisions of the Local Government (Miscellaneous Provisions) 1976.
- 10) The licence holder shall maintain, at all times when a licence is in force, insurance cover in respect of passenger indemnity (i.e. Private Hire Insurance).
- 11) The licence holder shall ensure that all documentation required for the Private Hire Operator records are available at the operating premises for inspection at all times.
- 12) The licence holder shall provide the current, valid, original insurance document, on demand, to an Authorised Officer of the Council or a Police Officer.
- 13) The licence holder shall not fix or cause to be fixed any advertisement or other stickers/lettering without the express consent of the Licensing Office, except in the case of an Operator's own choice of roof sign or door signs/stickers.
- 14) The licence holder shall ensure that the number of passengers carried in the vehicle does not exceed that stated in the Licence.
- 15) The vehicle must be operated through a Private Hire Operator licensed by Sandwell MBC. It is illegal to use the vehicle through a Private Hire Operator licensed by another borough.
- 16) If the licence holder moves to a different base he/she must attend the Licensing Office, within 72 hours, to sign a new declaration confirming details of the Operator through whom the vehicle is being operated.
- 17) The licence holder shall ensure that the vehicle complies with the criteria contained in the Policy Handbook, throughout the currency of the Licence.
- 18) The licence holder shall ensure that the Vehicle Transfer Procedure contained in the Policy Handbook is complied with in every respect.
- 19) The licence holder shall ensure that any roof rack or trailer attached to the vehicle is approved by the Licensing Office.
- 20) The licence holder must ensure that tinted or blacked out windows are not fitted to the vehicle after manufacture and that tint films are not applied to any of the windows in the vehicle.
- 21) The licence holder shall ensure that the Policy Handbook is complied with in every respect, during the currency of the Licence.
- 22) The licence holder must inform the Licensing Office, in writing, within 72 hours, of any change of address and must ensure that all documents e.g. log-book, DVLA licence and insurance certificate are amended to display the new address and produced to the Licensing Office within 8 weeks of the notification.

- 23) The licence holder shall ensure that nothing is stored or displayed on or in the vehicle without the prior permission of the Licensing Office. E.g. Flags, Religious Symbols, Christmas Decorations, amplifiers etc.
- 24) The licence holder must ensure that the words Taxi(s), Cab(s), For Hire, or any other terminology that may lead the public to believe that the vehicle is a hackney carriage, are not displayed anywhere on or in the vehicle at any time.
- 25) No material alteration or change in the specification, design, condition or appearance of the vehicle shall be made subsequent to the inspection of the vehicle by the Council at any time while the licence is in force and at all times the vehicle shall comply with the specifications of the Council for a licensed private hire vehicle. (Vehicles which have been modified in any way from the manufacturer's standard of construction may not be considered suitable for licensing purposes depending upon the nature of the modification).
- 26) Vehicles must not be fitted with Dual Fuel or 'after market' Liquid Petroleum Gas (LPG) systems unless they have been tested and certified by a recognised UKLPG Association accredited installer. The proprietor must notify the Licensing Office in writing if their vehicle has a LPG system fitted during the currency of a licence. The notification must be made within 5 working days, and include the production of a certificate referred to above. The vehicle must also appear on the UKLPG register.
- 27) The proprietor/driver employed to drive the vehicle must ensure that the licensed vehicle has a weekly safety check carried out by the proprietor/driver or a person of their choosing. As a minimum this must be a visual check on all lights, oil, water, tyres, mirrors and seat belts. A written record must be made of each safety check, details of faults recorded and remedial action taken. The record must be signed by the person undertaking the safety checks and kept in the vehicle for a minimum of 30 days and then for a further six months by the proprietor. On being so required by a Police Officer or Authorised Officer or Vehicle Examiner the driver must produce, to that officer, the recorded weekly checks kept in the vehicle and the proprietor, on request by that officer, must produce those recorded checks in his/her possession and/or those kept in the vehicle.

## HCV CONDITIONS

### LICENCE CONDITIONS

#### Applicable to Hackney Carriage licence holders

This licence is granted subject to the Local Government (Miscellaneous Provisions) Act 1976, Town Police Clauses Act 1847 and Public Health Act 1875 and in addition the following conditions: -

- 1) The licence holder shall not cause the vehicle to which this licence relates, to be driven by any person, for any purpose, who does not hold a valid Hackney Carriage Driver's licence, issued by Sandwell Metropolitan Borough Council.
- 2) The licence holder must ensure that the large and small Hackney Carriage plates **and how to make a complaint sign**, issued by Sandwell Metropolitan Borough Council, are displayed in the manner dictated by the Licensing Office at all times.
  - The large exterior plate must be securely attached to the rear of the vehicle.
  - The small interior plate must be displayed inside the vehicle in a position that is clearly visible to all passengers.
  - **All vehicles with licences issued on or after DATE TO BE INSERTED must display a sign inside the vehicle informing passengers how and who to make a complaint to and this sign is to be visible at all times when the vehicle is available for hire.**
- 3) The licence holder shall ensure both Hackney Carriage plates and window stickers are returned to the Licensing Office within 7 days of being requested to do so by an Authorised Officer, and in any event, on expiry of the plates/or licence.
- 4) From 1 September 2015 upon grant or renewal of the licence, the licence holder shall ensure that window stickers supplied by the Council are fixed to windows of both rear passenger doors at all times that the vehicle is used on the road (even if it is not being used for work).
- 5) The licence holder shall permit the vehicle to be inspected by an Authorised Officer of the Council or a Police Officer, at any reasonable time.
- 6) The licence holder shall submit the vehicle for inspection/testing by the Council's nominated testers, when required.
- 7) The licence holder shall ensure that any accident, involving the licensed vehicle, is reported in writing, to the Licensing Office, within 72 hours.
- 8) The licence holder shall not cause the vehicle to be used, if it has been suspended under the Local Government (Miscellaneous Provisions) Act 1976.

- 9) The licence holder shall maintain, at all times when a licence is in force, insurance cover in respect of passenger indemnity. **(i.e. Hackney Carriage insurance).**
- 10) The licence holder shall provide the current, valid, original insurance document, on demand, to an Authorised Officer of the Council or a Police Officer.
- 11) The licence holder shall not fix or cause to be fixed any roof sign, advertisement or other stickers/lettering without the express consent of the Licensing Office.
- 12) The licence holder shall ensure that the number of passengers carried in the vehicle does not exceed that stated in the Licence
- 13) The licence holder shall ensure that the vehicle complies with the criteria contained in the Policy Handbook, throughout the currency of the Licence.
- 14) The licence holder shall ensure that the Vehicle Transfer Procedure contained in the Policy Handbook is complied with in every respect.
- 15) The Licence holder must ensure that the interior of the vehicle is plainly visible, at all times, from the outside of the vehicle. Heavily tinted or blacked out windows are therefore not permitted.
- 16) The vehicle must be parked free of the adopted highway at all times when not in use.
- 17) The licence holder shall ensure that the Policy Handbook is complied with in every respect, during the currency of the licence.
- 18) The licence holder shall ensure that the taxi meter fitted to the vehicle is always set to the current Sandwell hackney carriage tariff. If the Council changes the hackney carriage tariff the licence holder must produce a meter calibration certificate, confirming the meter has been amended to the new tariff, within 14 days of being requested to do so. Failure to do so may result in the licence being suspended.
- 19) The licence holder must inform the Licensing Office, in writing, within 72 hours, of any change of address and must ensure that all documents e.g. log-book, DVLA licence and insurance certificate are amended to display the new address and produced to the Licensing Office within 8 weeks of the notification.
- 20) The licence holder shall ensure that nothing is stored or displayed on or in the vehicle without the prior permission of the Licensing Office. E.g. Flags, Religious Symbols, Christmas Decorations, amplifiers etc.
- 21) The vehicle may only be used to ply for hire in the borough of Sandwell. It is illegal to ply for hire outside of the borough. Similarly you may only use Hackney Carriage ranks or stands in the borough of Sandwell.

- 22) The licence holder must not use the vehicle to carry out pre-booked journeys predominantly or entirely outside of the borough of Sandwell.
- 23) If the licence holder is using the vehicle through a private hire operator, the licence holder must sign a declaration confirming the details of the Operator through whom the vehicle is being operated. If the licence holder moves to a different base he/she must attend the Licensing Office, within 72 hours, to sign a new declaration confirming details of the Operator through whom the vehicle is being operated.
- 24) No material alteration or change in the specification, design, condition or appearance of the vehicle shall be made subsequent to the inspection of the vehicle by the Council at any time while the licence is in force and at all times the vehicle shall comply with the specifications of the Council for a licensed private hire vehicle. (Vehicles which have been modified in any way from the manufacturer's standard of construction may not be considered suitable for licensing purposes depending upon the nature of the modification).
- 25) Vehicles must not be fitted with Dual Fuel or 'after market' Liquid Petroleum Gas (LPG) systems unless they have been tested and certified by a recognised UKLPG Association accredited installer. The proprietor must notify the Licensing Office in writing if their vehicle has a LPG system fitted during the currency of a licence. The notification must be made within 5 working days, and include the production of a certificate referred to above. The vehicle must also appear on the UKLPG register.
- 26) The proprietor/driver employed to drive the vehicle must ensure that the licensed vehicle has a weekly safety check carried out by the proprietor/driver or a person of their choosing. As a minimum this must be a visual check on all lights, oil, water, tyres, mirrors and seat belts. A written record must be made of each safety check, details of faults recorded and remedial action taken. The record must be signed by the person undertaking the safety checks and kept in the vehicle for a minimum of 30 days and then for a further six months by the proprietor. On being so required by a Police Officer or Authorised Officer or Vehicle Examiner the driver must produce, to that officer, the recorded weekly checks kept in the vehicle and the proprietor, on request by that officer, must produce those recorded checks in his/her possession and/or those kept in the vehicle.



## Report to Cabinet

18 May 2022

<b>Subject:</b>	Adult Social Care Contributions Policy
<b>Cabinet Member:</b>	Finance and Resources - Cllr Crompton Adults, Social Care and Health - Cllr Hartwell
<b>Director:</b>	Director of Finance – Simone Hines Director of Adult Social Care - Rashpal Bishop
<b>Key Decision:</b>	Yes/No
<b>Contact Officer:</b>	Service Manager (Business Management) - Kay Murphy, Kay_Murphy@sandwell.gov.uk

### 1 Recommendations

- 1.1 That the Director of Adult Social Care and the Director of Finance be authorised to enter consultation with users of services on the policy changes set out below and three proposed contribution models summarised (as detailed in Appendix A), and submit a further report to Cabinet following consultation on final policy change proposals:

Joint financial assessment of couples: we are proposing to end the practice of offering a joint assessment of couples, as the Care Act no longer permits this. This has been implemented for new cases. For existing cases, we are proposing that future reassessments will be on the basis the client's share of any capital or income only. As this change – although required by the Care Act – will be detrimental to most people who have been jointly assessed, we are including it in this consultation.

Short-term (respite) care charges: to comply with Care Act requirements, it is proposed that the council move to basing contributions to the cost of respite care on the actual costs of the service, and to charge people a financially-assessed contribution based on residential regulations, whilst suspending their non-residential contributions (if any) for that period.



The three alternative contributions models proposed, as set out in Appendix A, which details how they change the method by which a person's financial contribution is calculated for non-residential services. All three modify or remove the existing "Sandwell Allowance" which allows people to keep 53% of their disposable income when assessing their contributions.

- 1.2 That approval be given to the following general principles of change to the Adult Social Care Contributions Policy and as summarised in Appendix A:

Disability Related Expenditure: amending the method of allowing people's DRE costs (a statutory requirement for non-residential services) to allow the full sum of any such costs against income, up to the total of their disability benefits; also reflecting recent rulings by the Local Government Ombudsman on the type of expenses that should be considered.

Transitional protection: introducing a process that will limit changes in a person's contributions solely attributable to changes in policy (such as those outlined in this paper) to a maximum sum for a period up to three years, if that person faces a significantly adverse impact.

Other changes in policy principles and wording to remove out-of-date references and clarify what the council's policy is for both Residential and Non-residential contributions. This includes taking account of recent case law and decisions by the Local Government Ombudsman, as well as correcting any conflict between the original policy and actual practice.

- 1.3 That approval be given to the following clarifications regarding the existing Adult Social Care Contributions Policy, as set out in Appendix A, for approval with immediate effect:

Reviews and appeals: to implement a revised process for the review of financial assessments and contributions as set out in Appendix A.

Contributions start dates and backdating: to ratify existing practice to limit the backdating of Non – Residential contributions as described in Appendix A.

Services excluded from assessed contributions; our policy should list all services where we have chosen to apply a fee which everyone must pay (rather than an assessed contribution), because the Care Act states that



such fees cannot be more than the actual cost of providing the service. Consequently, they must be reviewed annually and their level set by the Director of Finance under delegated authority.

The policy should also list services which we have chosen to provide free of charge. Some Direct Payment “specialist” support services (account management, payroll, liability insurance, employment advice and recruitment support) are provided free of charge to clients assessed as requiring them, and need to be added to the list of services that the council has decided not to charge for.

Arranging care for self-funders: to offer an ad-hoc service on request, with no charge to be levied for this service under the policy. This situation would be reviewed if the volume of requests becomes significant.

Short-term (respite) care charges: in line with revised Adult Social Care Policy, to amend the contributions policy to reduce the number of days respite charged at flat rate from 56 to 28 within a 12-month period.

Contract issues: it was noted that there are some services where practice in the council may be inconsistent in terms of what contracts require of providers or what is included in people’s care and support plan. These are equity issues that it is recommended are resolved now, and will be implemented immediately if Cabinet approve this paper;

- to include Core Support charges for Extra Care as an additional housing related cost we fund within the policy and guidance, in line with practice;
- to ensure that where travel is required to meet an assessed need and is to be met by commissioned transport (either private or in-house), then the actual cost must be included in the person’s Care and Support plan and included when determining their assessed financial contribution;
- that the cost of any meals included within non-residential settings are met by individuals directly. Further details contained in Appendix A.

Debts and client liability: to develop and implement a range of measures aimed to reduce debt and implement in accordance with the details set out in Appendix A.

Residential services policies: The council has only limited discretion in the way in which financial contributions for residential care are assessed, but there are some areas already in operation which need to be re-stated in the revised policy.



- Property disregard: there are certain circumstances where the value of a property must be disregarded: however, where a person occupying the property is not a partner and does not meet the criteria, we have discretion and our policy is as follows;
  - If they are aged 18 to 59 and match the Care Act definition of a relative, we will offer the option of a Deferred Payment Agreement should the person going into care qualify;
  - we will disregard the property whilst any person (not necessarily a relative) who can demonstrate that the house is their sole residence lives in it, providing they can show that they gave up their own home to care for the person who is now in a care home, and they did so significantly before this time, when neither party had any reason to think residential care may be required in the future.
- Twelve-week-disregard: we must disregard the value of a person's main / only home for 12 weeks in some situations to allow them and / or their family and representatives time to consider their options at a time of crisis where;
  - someone is entering permanent residential care for the first time;
  - a long-term disregard of a property ends unexpectedly due to the death of the qualifying relative living in it.
- We have discretion as to whether to apply a twelve-week disregard in some other situations, and our policy is to consider applying it;
  - where there is a sudden and unexpected change in a person's financial circumstances forcing them to approach us for assistance, e.g. the shares which they have used to fund their care suddenly lose half of their value;
  - where a person who is a "self-funder" in a care home approaches us for assistance or a deferred payment agreement (DPA) because their savings or liquid assets are falling below the qualifying capital limit. This allows the person time to make the necessary decisions and arrangements.
- Personal Expenses Allowance – we will exercise our discretion where a person is part of an unmarried couple and is paying half their occupational/personal pension or retirement annuity to their partner (who is not living in the same care home) to disregard this sum (we must in law do this for married couples and civil partnerships).






## 2 Reasons for Recommendations

- 2.1 The Director of Adult Social Care and the Director of Finance have commissioned work to check the compliance of the Council's current policy against the Care Act 2014.
- 2.2 This paper proposes changes in our contributions policy to identify a model which is more financially viable for the council, whilst also reflecting recent case law and Local Government Ombudsman findings to be fairer and comply with equalities expectations.
- 2.3 Despite increasing pressures within Adult Social Care funding, Sandwell Council has continued to provide allowances that exceed those required by the relevant regulations and which are out of line with most other local authorities both locally and nationally.
- 2.4 Sandwell allows people to retain 53% of their disposable income (if any), and bases contributions only on the remaining **47%**. In contrast, our research into other councils identified that out of 27 other councils, one bases contributions on **75%** of disposable income, one on **90%**, and the remaining 25 on **100%** (although a few have other allowances like a care cost cap or a disregard for benefits that might compensate to a degree).
- 2.5 On this basis, our proposed models will still be generous compared with most councils researched, and it is anticipated that by amending policy, additional income will be generated which will assist the authority to ensure that it can continue to provide services to the most vulnerable within cash limited resources. It should be noted that a significant minority of people currently pay no contributions because they have no disposable income, and these people's status is not affected by the three models, whichever is selected.
- 2.6 Whilst the Care Act did not introduce major change, (as the biggest reform - the care cap - was postponed and is only now under consideration and national consultation), the current Sandwell policy dates from 2012, and hence contains references and statements that require updating to reflect new state benefits, laws and regulation.



- 2.7 In addition, legal advice has highlighted some conflicts between that policy document and actual financial assessment practice, and these are addressed in the proposed amendments within this paper and in the practice guidance being prepared for staff use.
- 2.8 There are also some aspects of the policy that are no longer consistent with recent case law and rulings by the Local Government Ombudsman, and these aspects are reflected in the proposed changes for which public consultation will be required.

### 3 How does this deliver objectives of the Corporate Plan?

	People live well and age well - clarifying some elements of current policy makes it easier for users of service and residents to understand how we make decisions regarding their contributions and ensures equity amongst customers
	Strong resilient communities - ensuring residents understand our policy and principles will contribute towards creating stronger and more resilient communities
	A strong and inclusive economy – ensuring people have sufficient funds to meet all reasonable needs is essential for an equitable economy

### 4 Context and Key Issues

- 4.1 The Care Act repealed all previous national charging policies and guidance such as Fairer Charging Guidance and Charging for Residential Accommodation Guidance (CRAG). These documents were replaced by new statutory guidance on charging for care and support in the Care and Support Statutory (CASS) Guidance published in October 2014.
- 4.2 Councils have discretion as to whether they charge people who can afford it a contribution to the cost of their adult social care services, and like most councils, Sandwell has implemented such charges. If a council chooses to charge, it must operate within the Care and Support (Charging and Assessment of Resources) Regulations, and must create a policy which describes how it applies its discretion.
- 4.3 The original decision to charge in Sandwell was made in the Non-Residential Charging Policy which was approved in 1996, amended in 2010, and revised in 2012.



- 4.4 This paper proposes changes to the Council's Contributions (Charging) Policy for both Residential and Non-residential care and support to reflect those areas of the law where the council has discretion.
- 4.5 Some of these changes – particularly those that propose a change in the methodology for calculating people's non-residential contributions - have a significant impact on some current users of our services. Others are more technical changes to the policy to clarify and update elements of it.
- 4.6 If approved by Cabinet, revised models will form the basis of a public consultation. It is intended to bring the results of that consultation back to Cabinet later in the year (provisionally October 2022) for implementation in January 2023 if approved.
- 4.7 Further work and public consultation may also be required later in 2022 or in 2023 on a further paper which will reflect the government's recent announcement of proposals for Adult Social Care Act funding reform.
- 4.8 The Government is currently consulting on the introduction from October 2023 of a new £86,000 cap on the amount anyone in England will need to spend on their personal care (but not daily living costs) over their lifetime, as well as increased limits on the amount of capital a person can retain. Until these proposals are finalised in Parliament after public consultation, no work is yet possible on them, although their general direction will guide the work in phase two.
- 4.9 The changes proposed are summarised below, with full details attached as **Appendix A**. Also attached is information on the financial and equalities impact of the models proposed based on the sample of users of services used in the model, plus two case studies – see **Appendix B**.

## 5 Summary of main changes

- 5.1 **For consultation:** this first section sets out the areas and models proposed as changes to the contributions policy that members are asked to approve for public consultation.
- 5.2 **Joint financial assessment of couples:** we are proposing to end the practice of offering a joint assessment of couples, as the Care Act no longer permits this. This has been implemented for new cases. For



existing cases, we are proposing that future reassessments will be on the basis the client's share of any capital or income only. As this change – although required by the Care Act – will be detrimental to most people who have been jointly assessed, we are including it in this consultation.

- 5.3 Short-term (respite) care charges: to comply with Care Act requirements, it is proposed that the council move to basing contributions to the cost of respite care on the actual costs of the service, and to charge people a financially-assessed contribution based on residential regulations, whilst suspending their non-residential contributions (if any) for that period.
- 5.4 The three alternative contributions models proposed, as set out in Appendix A, which details how they change the method by which a person's financial contribution is calculated for non-residential services. All three modify or remove the existing "Sandwell Allowance" which allows people to keep 53% of their disposable income when assessing their contributions, and all have varying degrees of impact on individuals and on equalities data which are explained in detail in Appendix B.
- 5.5 **General principles of change**: paragraphs 5.6 – 5.8 below set out the general principles of change to the contributions policy that members are asked to approve. *All three proposed models for consultation* incorporate these principles without variation, and so they will be adopted after the consultation if approved.
- 5.6 Disability Related Expenditure: amending the method of allowing people's DRE costs (a statutory requirement for non-residential services) to allow the full sum of any such costs against income, up to the total of their disability benefits; also reflecting recent rulings by the Local Government Ombudsman on the type of expenses that should be considered.
- 5.7 Transitional protection: introducing a process that will limit changes in a person's contributions solely attributable to changes in policy (such as those outlined in this paper) to a maximum sum for a period up to three years, if that person faces a significantly adverse impact.
- 5.8 Other changes in policy principles and wording to remove out-of-date references and clarify what the council's policy is for both Residential and Non-residential contributions. This includes taking account of recent case law and decisions by the Local Government Ombudsman, as well as correcting any conflict between the original policy and actual practice.





- 5.9 **Clarifications of existing policy and practice:** paragraphs 5.10 – 5.18 set out the clarifications to the existing contributions policy and associated practice guidance that members are asked to approve. They will be implemented *immediately*, and included in policy documentation on completion of the consultation.
- 5.10 **Reviews and appeals:** to implement a revised process for the review of financial assessments and contributions as set out in Appendix A.
- 5.11 **Contributions start dates and backdating:** to ratify existing practice to limit the backdating of Non – Residential contributions as described in Appendix A.
- 5.12 **Services excluded from assessed contributions;** our policy should list all services where we have chosen to apply a fee which everyone must pay (rather than an assessed contribution), because the Care Act states that such fees cannot be more than the actual cost of providing the service. Consequently, they must be reviewed annually and their level set by the Director of Finance under delegated authority.
- 5.13 The policy should also list services which we have chosen to provide free of charge. Some Direct Payment “specialist” support services (account management, payroll, liability insurance, employment advice and recruitment support) are provided free of charge to clients assessed as requiring them, and need to be added to the list of services that the council has decided not to charge for.
- 5.14 **Arranging care for self-funders:** to offer an ad-hoc service on request, with no charge to be levied for this service under the policy. This situation would be reviewed if the volume of requests becomes significant.
- 5.15 **Short-term (respite) care charges:** in line with revised Adult Social Care Policy, to amend the contributions policy to reduce the number of days respite charged at flat rate from 56 to 28 within a 12-month period.
- 5.16 **Contract issues:** it was noted that there are some services where practice in the council may be inconsistent in terms of what contracts require of providers or what is included in people’s care and support plan. These are equity issues that it is recommended are resolved now, and will be implemented immediately if Cabinet approve this paper;



- to include Core Support charges for Extra Care as an additional housing related cost we fund within the policy and guidance, in line with practice;
- to ensure that where travel is required to meet an assessed need and is to be met by commissioned transport (either private or in-house), then the actual cost must be included in the person's Care and Support plan and included when determining their assessed financial contribution;
- that the cost of any meals included within non-residential settings are met by individuals directly. Further details contained in Appendix A.

5.17 Debts and client liability: to develop and implement a range of measures aimed to reduce debt and implement in accordance with the details set out in Appendix A.

5.18 Residential services policies: The council has only limited discretion in the way in which financial contributions for residential care are assessed, but there are some areas already in operation which need to be re-stated in the revised policy.

- Property disregard: there are certain circumstances where the value of a property must be disregarded: however, where a person occupying the property is not a partner and does not meet the criteria, we have discretion and our policy is as follows;
  - If they are aged 18 to 59 and match the Care Act definition of a relative, we will offer the option of a Deferred Payment Agreement should the person going into care qualify;
  - we will disregard the property whilst any person (not necessarily a relative) who can demonstrate that the house is their sole residence lives in it, providing they can show that they gave up their own home to care for the person who is now in a care home, and they did so significantly before this time, when neither party had any reason to think residential care may be required in the future.
- Twelve-week-disregard: we must disregard the value of a person's main / only home for 12 weeks in some situations to allow them and / or their family and representatives time to consider their options at a time of crisis where;
  - someone is entering permanent residential care for the first time;
  - a long-term disregard of a property ends unexpectedly due to the death of the qualifying relative living in it.
- We have discretion as to whether to apply a twelve-week disregard in some other situations, and our policy is to consider applying it;
  - where there is a sudden and unexpected change in a person's financial circumstances forcing them to approach us for assistance,



- e.g. the shares which they have used to fund their care suddenly lose half of their value;
- where a person who is a “self-funder” in a care home approaches us for assistance or a deferred payment agreement (DPA) because their savings or liquid assets are falling below the qualifying capital limit. This allows the person time to make the necessary decisions and arrangements.
- Personal Expenses Allowance – we will exercise our discretion where a person is part of an unmarried couple and is paying half their occupational/personal pension or retirement annuity to their partner (who is not living in the same care home) to disregard this sum (we must in law do this for married couples and civil partnerships).

## 6 Alternative Options

- 6.1 The Council must have a Contributions Policy as it has discretion over aspects of both Residential and Non-Residential Contributions.
- 6.2 It would be possible to defer these updates until national decisions on recent case law and on the care cap proposals are reached, but some of these changes are essential and should be made without delay. The financial viability of the current policy is also important.
- 6.3 Furthermore, recent legal advice obtained by the Council draws attention to the risks of operating with a policy that is technically outdated or does not align to practice, and it is considered prudent, therefore, to make the identified changes without further delay to avoid any misunderstandings caused by outdated wording, which also ensures that people better understand our current policy.

## 7. Implications

<b>Resources:</b>	Under the current charging policy, the council is projected to generate non-residential contributions of £2.3 million pa. The proposed changes would increase this by between £1.2 million and £1.4 million pa. There are no specific staffing implications arising from this report
<b>Legal and Governance:</b>	The discretionary elements of the Care Act 2014 and subsequent regulation provides the basis for this policy
<b>Risk:</b>	There are risks associated with this report arising from the impact on the contributions people make to their cost of non-residential care, either from the main



	<p>models, or from some of the associated changes such as ending the practice of offering couples' assessments.</p> <p>This may lead to outcomes such as increases in appeals or challenge, increases in non-payment of contribution or refusal to accept the care and support service the person has been assessed to require.</p> <p>The risks have been assessed, and sufficient actions have been identified in a separate risk assessment, to ensure that the risks are mitigated to an acceptable level. None of the risks are “red” in terms of being high impact or highly likely.</p> <p>Other changes are technical, (updating references and names) or confirmation of existing policy (e.g. those around residential contributions) and are not considered to carry significant risk.</p>
<p><b>Equality:</b></p>	<p>Overall, the proposal to increase the level of contributions has a negative impact on all types of equality characteristics – these impacts are shown in more detail in <b>Appendix B</b>.</p> <p>A significant number of people, particularly those with greater disposable income and those who have traditionally had a joint assessment as a part of a couple, will pay more.</p> <p>Within this overall situation, some will benefit from;</p> <ul style="list-style-type: none"> <li>• The action to amend current practice around DRE allowances – this has a positive effect for some, as it reduces the charges for people who incur disability related expenditure. The case studies in Appendix B demonstrate this.</li> <li>• Offering transitional protection to those who are significantly impacted by the contributions policy, which limits the negative effect of increasing contributions arising from the new models and from the ending of joint assessments.</li> </ul>



	<p>Appendix B, plus the EIA completed for this report, contain more analysis and detail. The range of models tested for a new contributions policy were designed to try and minimise impacts on any specific group. The three models finally chosen do not appear to have any differential impact on any equalities characteristic. Ultimately, the overall negative impact of the changes proposed in this paper have been examined and reviewed, but are unavoidable given the need to balance the council's budget. The overall picture is that state benefits, pensions and other national allowances do <i>appear</i> to contain inherent discrimination, and this is not something the council can resolve.</p> <p>Once consultation is completed, the council will need to decide if there is still potential for, or evidence of, indirect or direct discrimination. If there is, it could be that it is determined that it can be justified as a 'proportionate means of achieving a legitimate aim'. The Equality Act 2010 sets out that an act of discrimination may be justified if it is found to be a proportionate means of achieving a legitimate aim.</p>
<b>Health and Wellbeing:</b>	There are no specific health and wellbeing implications arising from this report
<b>Social Value</b>	There are no specific social value implications arising from this report

## 8. Appendices

**Appendix A** – details of the proposed changes to the council's Contributions Policy

**Appendix B** – summary of the estimated financial and equalities impacts

## 9. Background Papers

- Assessment of other councils' contributions policies
- Report to Cabinet Member for Adult Social Care 15<sup>th</sup> June 2012; Adult Social Care Non-Residential Charging Policy (Cabinet Forward Plan Ref. no. ASC009)
- The Care Act 2014
- The Care and Support (Charging and Assessment of Resources) Regulations 2014 (amended 2021)



- The Care and Support Statutory (CASS) Guidance October 2014
- The Care and Support and Aftercare (Choice of Accommodation) Regulations 2014
- The Mental Health Act 1983 (mental health aftercare services commissioned under section 117 of this Act must be free from contribution).



## Report to Cabinet

### Appendix A: contributions policy for consultation

- 1 **Introduction** This appendix sets out the details of the proposed changes to the council's Contributions Policy in preparation for public consultation during 2022.
  - 1.2 The aim of these proposals is to consider whether other models would produce a non-residential contributions regime which is financially viable for the Council whilst being fairer and complying with equalities expectations, i.e. avoids discriminating against any group of people with a protected characteristic.
- 2 **Items for consultation**
  - 2.1 This first section details changes on which we recommend the council conducts consultation, and members are asked to approve that recommendation.
  - 2.2 Joint financial assessment of couples: we are ending the current practice of offering a joint assessment of resources for couples. They have historically been offered such a joint assessment of their resources to determine which method is more beneficial for them, but the Care Act removed this option. Para 8.8 specifically states that “the local authority has no power to assess couples or civil partners according to their joint resources. Each person must therefore be treated individually.”
  - 2.3 We have already removed this option for any new cases that arise – they are assessed solely on their own income and capital in accordance with the Care Act. For existing cases, we are aware that in many cases, this will be to their disadvantage and may impact the individual charges of



people who are part of a couple. Nevertheless, as it is a requirement of the Care Act, we need to change our policy.

- 2.4 *Proposed practice for existing joint assessments*; in line with the Care Act, we propose that any future, any reassessment of the financial contribution of a person who has been assessed as part of a couple will now be based on them being treated as an individual. We will only take account of their share of any capital or income. Because this change is a part of this consultation, the *transitional funding* phasing proposed below may assist in phasing in this change.
- 2.5 Short-term (respite) care charges: the current (2012) contribution policy document states that Sandwell charges people having short-term (respite) residential care a flat rate charge, which varies by the age of the person (linked to DWP benefits). It is a very low rate so there does not appear to be a risk of people being charged more than the actual cost of the service – respite charges are generally much higher than the rates used for charging.
- 2.6 People are always charged this flat rate, irrespective of any financial assessment they may have had for other care services. They are only financially assessed for respite if they have more than 56 days in a 12-month period (and that period is now being reduced – see below).
- 2.7 The low cost implies that this is a subsidised service, not is it clear why a provider would in reality vary the actual cost of the service by age, so using a flat rate that varies in this way does not seem logical. Indeed, a recent LGO case (Lincolnshire 12/2/2021) found the council at fault for using the same type of age-based flat rates as Sandwell.
- 2.8 This was firstly because there was no financial assessment, nor any simple test to ensure the charge was affordable for the person. The second reason was that the LGO considered that the Care Act allows councils to choose not to charge at all, or to charge people as if they are receiving non-residential care, or to “depart from Care and Support Statutory Guidance with cogent reasons” – and Lincolnshire did not appear to have identified any cogent reason for the way they charged.





- 2.9 Short-term care is an assessed need, so no reason has been identified to justify charging for it without a financial assessment. Nor does there appear to be justification for charging it at a notional rate, as this means that people who may not have any disposable income are being expected to pay the full cost of the service
- 2.10 *Proposed policy for consultation on short-term care*; that the council move to basing contributions on the actual costs of the service, and to charge people a financially-assessed contribution based on residential regulations. We would not charge their usual non-residential contributions (if any) for that period as they are clearly not receiving that service whilst in short-term care.
- 2.11 This change will have significant financial implications for people using the service. Some who normally pay a significant contribution to their non-residential services currently get respite at a relatively low flat rate cost without paying a contribution, and this change means they must pay a contribution towards actual costs which are very likely to be much higher.
- 2.12 Others who normally pay a low contribution (or do not pay one at all) for their non-residential service are currently being charged in full for respite (albeit at a low flat rate cost) – with this change they will pay an assessed charge which for many will be less, or nothing at all.
- 2.13 However, this change may have significant implications for take-up of the service – this may reduce costs but also income for the council and potentially carries risk in that people may be reluctant to use the service, which may impact on their or their carer’s well-being.
- 2.14 The three models for calculating people’s financial contributions; these models, it is proposed, would be offered as alternatives in the consultation. All change the method by which a person’s financial contribution to non-residential services is calculated.
- 2.15 A key issue being addressed is that the existing Sandwell policy allows people to keep 53% of their disposable income when assessing their



contributions to non-residential care and support costs. This 53% allowance is generous compared with nearly all local authorities researched, and raises some equity and equalities issues, benefitting mostly those with higher incomes and/or a high level of costs which we are required to make allowance for (such as housing or disability related expenditure).

- 2.16 However, one of the core issues in modelling any new methodology is that *apparent inequality exists in national regulation and benefits*. For example, both basic state pensions and benefits and the national “minimum income guarantee” figures that we are required to apply in financial assessments are all (on average) higher for people over pension age compared with those under pension age.
- 2.17 Modelling of new options, and assessing the financial and equalities implications for the council and current clients, is based on the anonymised information of 195 people (out of the present number who have a financial assessment, approximately 2,500 clients).
- 2.18 Analysing that sample, the average income from State Pension and Guaranteed Credit for people over pension age is £176.30 per week, whilst that from non-disability benefits (such as ESA or Universal Credit) for working age adults is £123.69 per week.
- 2.19 Relatively simple changes to the current 53% “Sandwell Allowance” forms the basis of two of the models now being put forward. The third attempts to address the equity issue by replacing the “Sandwell Allowance” with alternative methods. These three models have been selected as offering the most practical solutions whilst delivering similar levels of extra income.
- 2.20 A summary of the estimated financial and equalities impacts is given in **Appendix B**, based on the sample 195 current cases used during modelling.
- 2.21 Model 1 – this amends the “Sandwell Allowance” from 53% to 25% of their disposable income, as well as delivering on the issues outlined in section 2 above. Inevitably this increases contributions for the majority (an



estimated 60%; 12% have a decrease (because of the changes in Disability Related Expenditure – DRE - detailed in section 3), and 28% are not affected by this or any other model because they pay no contribution anyway).

- 2.22 With transition in place, this still increases council income by £1.1m in year 1, rising to the full £1.2m by year 3. It can also be further adjusted easily in future years if the council considers this a requirement.
- 2.23 Model 2 – this model attempts to reduce some inequity by introducing a “flat rate” banded sum for DRE costs to set against the person’s income, which everyone getting a disability benefit and paying a contribution would receive. This is a methodology adopted by many councils for giving out non-targeted funds, and has the added advantage that people do not have to submit claims and associated paperwork for a DRE cost if it is less than the automatic allowance.
- 2.24 To deliver the same level of savings as Model 1, Model 2 amends the “Sandwell Allowance” to 20% of disposable income. It results in more people having an increase in contributions (an estimated 66% of people, whilst 16% now have a decrease and 28% are not affected), but the DRE allowance means the scale of change faced by anyone is less severe.
- 2.25 With transition, this increases council income by £1.0m in year 1, rising to the full £1.2m by year 3. Like Model 1, this model also has the advantage that, if the council considers a need to change the percentage, it is relatively simple to further adjust the “Sandwell Allowance”.
- 2.26 Model 3 – this model attempts to resolve some of the perceived inequity and inequality in the current model by introducing a “flat rate” banded allowance for DRE costs like Model 2, and by replacing the “Sandwell Allowance” completely with a method that benefits more people.
- 2.27 Firstly, the model increases the government “minimum income guarantee” (the MIG, which everyone should be left with in non-residential cases) for those under 65 to a minimum of £131.75 per week (the current basic rate



under 24s is £72.40, and those 24 to 64 is £91.40). This narrows the wide gap between the MIG for those under 65 and those over 65.

- 2.1 Secondly, to redistribute to everyone some of the funds from the removal of “Sandwell Allowance”, the value of the government MIG for all ages is inflated by 5%. This value, and that of the new minimum MIG above, has been selected because it leads to a similar increase in council funding.
- 2.2 This model takes more disposable income from those who have it, and is a more radical redistribution than the other two models. It has a significant impact on some people. Less people face an increase than in the other two models (only 49%, with 23% now having a decrease, and 28% still unaffected), but many more people face a *significant* increase and require transitional funding.
- 2.3 This model ultimately increases council income, after transition is over, by £1.0m in year 1, rising to £1.4m by year 3. However, it is more difficult to identify obvious ways of adjusting it in the future, and linking it to the government MIG may be risky if the government in the future made radical changes to the MIG values or concept.
- 2.4 It does tackle the apparent inequity in the current “Sandwell Allowance”, as well as that in state pensions/benefits and the national MIG where average values are far higher for those 65+. However, this may not be an issue that the council wishes to address.
- 2.5 Proposed policy for contribution models; the officer recommendation is that the consultation is based on *all three models detailed in this section*, and the forecast increase in income for the council shown against each.

### 3 General principles of change to be adopted

The changes in this section set out some general principles of change to the contributions policy that members are asked to approve. All three proposed models for consultation incorporate these principles.



- 3.1 Disability Related Expenditure; how Sandwell allows for Disability Related Expenditure (DRE – a statutory allowance) for non-residential contributions requires amending.
- 3.2 In the current contributions calculations, the cost of DRE is not considered prior to the calculation of disposable income. Once the disposable income has been identified no adjustment to the contribution is made if the DRE costs are affordable from the 53% allowance. It is recognised that this can negatively impact those with additional costs.
- 3.3 Our policy also needs to reflect recent Local Government Ombudsman rulings on what must be considered when allowing for DRE, i.e. that a financial assessment must consider whether the expenditure proposed as an offsetting allowance against benefits is a “reasonable additional costs directly related” to the person’s disability. It should not be limited to what is necessary only for care and support.
- 3.4 This concept of “reasonable additional costs” will be included irrespective of the model selected, as will the introduction of a “cap” to the total of DRE that we will *normally* allow, which is the value of the person’s disability benefit. This is in accordance with para 39 of the Care Act guidance which states that “where disability-related benefits are taken into account, the local authority should...allow the person to keep enough benefit to pay for necessary disability-related expenditure to meet any needs which are not being met by the local authority.”
- 3.5 Application of these principles ensures everyone gets the DRE that we are required in law to allow for, and that in reaching a decision on allowing a DRE, we apply the Care Act guidance in not limiting such costs to what is in a person’s care and support plan.
- 3.6 Proposed policy for DRE; the three models for calculating contributions detailed above all include the change in DRE methodology by allowing the full sum of a person’s DRE (if any) against their income *before* we calculate any allowance (currently 53%). The estimated full year cost of this to the council is £458,000, with that cost considered in all three models i.e. it has been absorbed within the overall saving.



- 3.7 No clients face increased contributions because of this proposed change. It is estimated that 812 clients will benefit from reduced contributions ranging from 7p a week to £30.71 per week (disregarding any other changes introduced by the three models).
- 3.8 The three models also include the concepts of “reasonable additional costs” and the “cap” to DREs; the financial consequences of these are not known as they would only arise in the event of an appeal.
- 3.9 Members should be aware that these changes are assumed to be implemented from the date that applies to the other changes in this consultation, without any consideration of backdating. This may expose the council to some risk of challenge and claims for backdating of the methodology applied for those claiming a DRE allowance.
- 3.10 Transitional Protection; as the proposals in this paper lead to increases in the contributions paid by some people, it is considered that some form of temporary protection should be introduced to mitigate against the immediate effects of major change by the council in its contributions policy.
- 3.11 This paper proposed the use of transitional protection, intended to limit changes in a person’s contributions *solely attributable to the changes proposed in this document* over three years if that person faces a significantly adverse impact. It should be noted that this methodology would not cover any increases in contributions arising for any other reason (e.g. annual inflation, or changes in a person’s capital or income).
- 3.12 If approved, transitional funding will be available to mitigate any effects from the changes proposed in this paper, including the three contribution models proposed as well as the ending of joint assessments for people who are part of a couple. This will protect people from the immediate impact of major increases in contributions arising from our policy decisions.



- 3.13 Any future changes in policy could also use this methodology, *providing* it was specified as being available during consultation on those changes.
- 3.14 Proposed policy for transitional protection; the method chosen limits changes in contribution *solely attributable to the changes proposed in the consultation* to a maximum of £30 a week for three years. Thus if, for example, a person faced an £100 per week increase in contributions, in the first year they would pay £30 a week more. In the second and third years, they would pay another £30 a week in each year, until in the fourth year they were paying the full £100 a week extra.
- 3.15 The £30 and three-year figures can be varied, but making it protect more people (by reducing the £30 to a more generous figure, or increasing the number of years it applies for) would mean further delays in the council receiving the increase in income. It is also a considerable administrative burden for the financial assessment team to recalculate each year.
- 3.16 Transitional protection will, it is proposed, be applied to all changes in contribution arising from the planned 2022 consultation, including the removal of joint assessment for couples.
- 3.17 Other changes in policy principles and wording; these changes remove out-of-date references and clarify what the council's policy will now be for both Residential and Non-residential contributions. This includes taking account of recent case law and decisions by the Local Government Ombudsman, as well as correcting any conflict between the original policy and actual practice. *It is proposed that all of these are made specific in the new policy.*
- Clarifying the principles that the Council follows in its Contributions Policy and subsequent practice, and how it is exercising its discretion in residential and non-residential contributions;
  - Removing all items that are duties rather than powers, and hence are not policy (they will be transferred to practice guidance and public information);
  - Setting out responsibilities for financial assessment actions, wherever those workers are in the council;



- Clarification of the Council’s duty to balance its use of judgement in individual cases with ensuring public funds are used in a reasonable and equitable manner in accordance with the “Wednesbury Principle”;
- Implementing changes in terminology and meaning made by the Care Act, e.g. “income threshold” being replaced by “Minimum Income Guarantee” (MIG);
- Reflecting the government’s decision in 2015 to remove the link between the MIG and basic benefit rates plus a 25% buffer. Consequently, the MIG value has been frozen since then, meaning more of peoples’ income is included in their chargeable income. With effect from April 2022, the MIG will once again be inflated, but this does not restore the link to basic benefit rates;
- Updating the list of services which we may not charge for, and which we choose not to;
- Clarifying the services for which we charge a fee which everyone must pay (rather than an assessed contribution) and that in accordance with the Care Act, these fees will need to be set annually by the Director of Finance under delegated authority, to ensure that they do not exceed the actual cost to the council of carrying out the work being charged for.
- Setting out the safeguards that are in place for people who we charge contributions towards the cost of their services;
- Being clearer what the offsetting financial assessment allowances in the Care Act mean in terms of various basic costs and needs;
- Remove references to actions that no longer apply, such as the Council always undertaking home visits for financial assessments, and updating references for new state benefits e.g. Personal Independence Payments and Universal Credit;
- Removing references to teams and services that have - or may - change over time.

#### 4 Clarification of existing policy and practice

The following paragraphs set out clarifications to the existing contributions policy and associated practice guidance that members are asked to approve. They will be implemented *immediately*, and included in policy documentation on completion of the consultation.





- 4.1 Reviews and appeals; the existing policy from 2012 includes details of a process that allows people to ask for a review of their financial assessment and assessed contribution, but this is not operational in either residential or non-residential services. This results in disputes about our decisions being made through the corporate complaints process and/or to the Local Government Ombudsman (LGO), which is an administrative burden to both the person and the council.
- 4.2 Legal advice has also been obtained in the light of some recent LGO rulings which set out the need to;
- (a) consider disability related expenses (DRE) that are *not* directly related to the person's care and support plan (as in 3.3 above)
  - (b) to ensure that any person's assessed contribution is "affordable" - even if it has been assessed in accordance with regulation and policy, it may still not be affordable if the person has, for example, a sudden unexpected cost such as needing a new boiler, or because they are already repaying a loan required for essential repairs to their home.
- 4.3 *Proposed practice for reviews and appeals*; the following process for reviews and appeals is recommended for adoption for all financial assessments and contributions issues, and could be extended to other areas such as Direct Payments. Note the corporate complaints process would still be used for issues regarding service quality, such as staff behaviour or attitude; disagreement with the level or quality of service; the time taken to undertake an assessment:
- Review; the person concerned (or their carer or any other representative with appropriate permission) can request a review of their assessed contribution if they believe it is *incorrect* (e.g. on the grounds that we have made a mistake, or not applied the law correctly) or *not affordable* (as set out in 4.6 (b) above), conducted by a manager in CCBU, in consultation with social care staff
  - Appeal; if the person concerned is still unhappy, they may request an appeal which would be held by an informal panel led by a Service Manager. The person concerned will be invited to attend if they wish



- The panel will determine whether the decisions reached were appropriate. The outcome is likely to be that *either* the panel agree with the person, and the cost be added to the Care and Support Plan *or* it is decided that the cost is not something that SMBC can fund.
- Any decision that changes or reinterprets the Contributions Policy will be added to it and to staff guidance.

4.4 Contributions start dates and backdating; current practice for non-residential services is that a person will be charged contributions from the Monday following them being sent notice of the outcome of their financial assessment – unlike residential services, the contributions are not backdated if service has already started.

4.5 This does incur a cost to the council (an estimated £158,000 a year), but this must be offset against the risk of complaints, debts or service refusals if contributions are backdated - people may be unaware of the cost they face, and then may be sent an invoice for a significant sum in arrears.

4.6 A number of recent LGO cases have related to people’s complaints about receiving an unexpected invoice for a large sum of backdated contributions, and the councils concerned have both been found at fault for this practice.

4.7 *Proposed practice for contributions start dates and backdating*; it is proposed that current practice be continued and that non-residential contributions will not be backdated *unless* the assessment has been delayed by the person unreasonably refusing to co-operate with the assessment process. The logic for this is that start dates for non-residential services are far less predictable than residential placements.

4.8 As this proposal is effectively a waiver of charges, it is included in the policy to ensure it is authorised in accordance with standing orders.

4.9 To protect people from long delays, and ensure that the sums waived remain reasonable for the council, it is proposed to include in the policy a service standard which states that we will aim to collect all the information we require from a person within two weeks (providing they co-operate), and to complete and issue their financial assessment within a third week.



- 4.10 It is also proposed to start publishing each year on our website a list of Fees and Charges which will include guidance as to the “typical” cost of different types of residential and non-residential services. This will ensure that people will have a better understanding in advance of their financial assessment what the *maximum* contribution would be for the various service options that are being considered for them.
- 4.11 Services excluded from assessed contributions; there are some services for which we charge a fee which everyone must pay (rather than an assessed contribution) – or which we provide without a charge and the council meets the cost. These must be specified in our policy.
- 4.12 The Care Act requires that any such charge for a service cannot be set at a level that is higher than the actual cost to the council of providing the service. Consequently, the cost of the service will need to be reviewed each year, and the charges set ahead of each financial year by the Director of Finance under delegated authority.
- 4.13 It is also noted that there are some services missing from the list in the contributions policy. Some specialist Direct Payment support services which the council provides free of charge to people assessed as needing them need to be added; they cover account management, payroll, liability insurance, employment advice and recruitment support.
- 4.14 The logic for providing these specialist services is that people were (for example) not taking out liability insurance, putting them and any personal assistants at risk. It is considered appropriate to fund these services, as they help deliver personalisation whilst providing specialist support to help people achieve their aims.
- 4.15 *Proposed policy for services excluded from assessed contributions* - that any fees charged for these services be reviewed and set annually by the Director of Finance, and that Direct Payment account management, payroll, liability insurance, employment advice and recruitment support be added to the list of services that the council has decided not to charge for when they are provided to people assessed as needing them.



- 4.16 Arranging care for self-funders; the Care Act requires councils to arrange *non-residential services* for self-funders if they ask, but they can charge a fee on top of the care costs. It appears that Sandwell do not offer this service (or no-one has yet asked for it).
- 4.17 For *residential care services*, councils may arrange residential care for self-funders but because it is a choice, they may not charge a fee. Currently Sandwell arrange care for Appointeeship cases, and legal advice may be required on whether it is fair to only do so in such cases; there may be other people whose needs are such that they could benefit from such a service.
- 4.18 In either of these situations, the potential benefit to people needs to be balanced against the risk to the council – it will involve more work (even if it is covered by fees), and exposes the council to more debt should the person not pay their full-cost contributions and/or the fees raised.
- 4.19 *Proposed practice for self-funder fees*; whilst if asked the council must provide the service for non-residential cases, there is no obligation to charge a fee for it – for residential a fee may not be charged even if we chose to provide the service. Hence it is proposed that we only offer an ad-hoc service when asked, and absorb the cost of doing so. This situation would be reviewed if the volume of requests becomes significant.
- 4.20 Short-term (respite) care charges; to reflect Adult Social Care’s revised short-term care policy by amending the existing Contributions Policy to reduce the number of days respite charged at flat rate from 56 to 28 within a 12-month period.
- 4.21 Please also see section 2 above for additional changes to short-term care proposed in this consultation.
- 4.22 Contract issues; as a part of the study of current practice in relation to financial contributions, it was noted that there are some services where practice in the council may be inconsistent in terms of what contracts require of providers or what is included in people’s care and support plan.



4.23 These are *not* issues for consultation; rather they are equity issues that it is recommended are resolved now, and will be implemented immediately if Cabinet approve this paper. They cover 24-hour schemes (Extra Care and supported living), transport (allowances and contracted services) and day centre meals.

4.24 Previous work on these areas has identified a range of different approaches between providers and clients' care and support plans, but a full investigation is likely to simply confirm the situation rather than resolve it. A pragmatic approach is proposed: that the following practice be adopted now in respect of these services, and that commissioning and care planning practice are matched to it as contracts and care plans are renewed.

- Extra Care and Supported Living: the Care Act requires us to make allowance for certain housing-related costs (rent, mortgage, Council Tax) that are not funded by benefits, but some people in Extra Care placements are being charged by the provider for “Core Support” (24-hour emergency call services).
- In Supported Living placements, people can be receiving 24 hour services or daytime only, and the difference (aside from the cost to the council) impacts on whether we take full account of the enhanced rate of a person's DLA or PIP benefits. There is some evidence that the nature of such placements recorded on a person's care and support plan may be incorrect in some cases. This will be addressed and any corrections made.
- *Proposed practice on Core Support charges*; that we continue to treat Core Support charges for Extra Care Placements as a valid housing-related cost in line with our policy.
- Transport: current Sandwell practice is that if a person has PIP or DLA/AA mobility allowance, we do not consider general travel costs as Disability Related Expenditure (DRE) unless those costs exceed the mobility allowance and the person has no other facility available (such as a Mobility vehicle). This appears to be Care Act compliant.
- However, the situation for day centre transport is less consistent, both in terms of what is included in care and support plans and what is



charged in contract payments. Currently, some independent day centres provide their own transport for people, and include it in the charge to the council, hence those people are effectively paying an assessed contribution towards that cost.

- In other situations, day centres (whether independent or in-house) use transport arranged/commissioned by Sandwell's Passenger Transport service, which is not chargeable to clients and is not included in their care and support plans or personal budget.
- Transport and travel are an intrinsic element of the provision of care and support and are needs-based, hence subject to financial assessment means testing and the requirements of the Care Act. It follows, therefore, that clients must be charged the actual cost as a part of their financial assessment.
- *Proposed practice on transport*; the proposed solution to removing this inequity in contracts and care and support plans is to ensure that;
  - any transport provided, whether by the day centre or the Passenger Transport service, exists to meet the needs of the client, so if a person requires it, it should be included in the care and support plan and personal budget;
  - the cost that is included must be the *actual cost*, since some people with more severe needs require need more expensive transport than others - and should be receiving a higher level of mobility benefits accordingly;
  - contracts with transport and day care providers should be reviewed to ensure compliance with this requirement
  - day centre and other provider contracts that offer their own transport should identify the cost of that transport separately from the normal attendance charge
  - As is currently the case for other travel costs, if the sums charged to the person for the transport element of day centre attendance exceeds their PIP or DLA/AA mobility allowance, and the person has no other facility available (such as a Mobility vehicle), they should be allowed this cost in their Direct Payment or (if they have a council-managed budget) as a DRE for the excess cost.
- Day centre meals: as with transport, there are inconsistencies between different centres as to what is charged for in terms of meals, and



inconsistencies as to what is charged as a contribution and what is detailed in care and support plans.

- However, unlike transport, meals are a basic human requirement and fall within the government definition of costs that everyone is expected to pay from their income or benefits. This is one of the reasons why every financial assessment is required to leave a person with a minimum sum to cover such essential costs.
- *Proposed practice on meals*; meals are not a needs-based service and should not be provided for in a personal budget or direct payment, nor included in the care and support plan.
- It is expected that if a person is provided with a meal in a day centre, the person themselves should pay the cost directly to the day centre. It follows, therefore, that any such cost is a *fee* as defined in the contributions policy which is paid for by everyone, irrespective of their income or needs. It is proposed that meals be added to the list of fees in the policy accordingly.

4.25 Debts and client liability; traditionally, notice of non-residential contributions due is issued via statement, rather than on a formal corporate invoice, which has resulted in very limited recovery action for unpaid contributions being taken, resulting in a loss of income.

4.26 Aside from the money being lost to the council, it could be argued that not pursuing recovery of a person's contributions could be indirect discrimination against those who do pay - which includes those clients whose affairs are managed by the council through Appointeeship: they presumably always pay.

4.27 The situation with regard to invoicing is in the process of changing so that (as with residential contributions), formal invoices will now be issued for contributions, non-payment of which can then be pursued by the corporate debt function.

4.28 *However*, the Care Act is explicit that dealing with debt and non-payment for social care clients requires a social care input, even if the function itself is a corporate one. The guidance does not preclude legal action or formal



debt recovery processes, but does require additional consideration of the fact that those receiving our services are vulnerable.

4.29 *Proposed practice on debts and client liability;* to both prevent debt as well as deal with it when it arises, the following practice is proposed, which *impacts on corporate debt, financial assessment and social care functions:*

- Debt prevention; many people are at a crisis point or unwell at a time of agreeing their packages of care and support with us, so social care and financial assessment staff must advise people (and their representatives where applicable) at all relevant points of their journey through adult social care that they may have to contribute towards the cost of their care
- To help people choose care options appropriately, they must be given an indication of the *maximum contribution* in different care scenarios to help them plan. This is the full cost of different types of service, and a guideline for each will be published annually based on the council's contractual arrangements
- Assessing the person's ability to manage finances; social care staff must assess the person's ability to manage finances, including a bank account, and discuss this throughout assessment and care and support planning. Consideration should be given to both mental capacity and accessibility
- Financial agreements; the person (and/or their representatives) must sign - and be given copies of – their care and support plan which will be amended to include their acceptance of their liability to pay any assessed financial contributions. This will make debts easier to enforce
- Monitoring and Case Review; when conducting a review, social care workers should have to hand a full picture of the person's finances by identifying whether there are any debt or other client finance issues with CCBU and/or the client system.
- This will enable them to discuss any financial/debt issues during the review to try to identify reasons which in turn will allow the social worker and their manager determine what action will be required.





- This may include a Safeguarding referral, support to access advocacy or to manage finances, agreement to cancel or adjust to the service, or reporting any failings of third-party representatives with Lasting Power of Attorney (LPA) or Enduring Power of Attorney (EPA)
- Debt recovery; it is proposed that where standard recovery methods have been exhausted, the corporate debt function notify CCBU so that they can liaise with relevant social care workers – they have a key role in balancing the need to protect the person’s interests against the need to safeguard the council’s assets. The options available to them are;
  - (a) *Negotiating a repayment plan*; the worker should ensure that such a plan is affordable for the person without affecting their care or outcomes, using the person’s most recent financial assessment to identify any available capital or income and any other commitments not considered in the financial assessment (such as pre-existing personal debt)
  - (b) *Authorisation of Legal Proceedings*; it is proposed that legal recovery of debts must be authorised by a social care Service Manager after the full debt process has been followed. The engagement of the council’s Legal team for debt recovery will only be applied where it is considered that there is a good chance of recovering the funds and that the legal and court costs likely to be incurred are less than the sums to be recovered.
  - (c) *Write-off of the debt*; if it is decided that recovery of a debt is impossible or too costly, a write-off can be considered by a social care Service Manager under appropriate delegations, since the sum written off will be a cost to ASC care and support budgets.

4.30 Residential services policies; the council has only limited discretion in the way in which financial contributions for residential care are assessed, but there are a number of areas already in operation which need to be re-stated in the revised policy.

4.31 The first relates to the value of the person’s main home. Generally, if a person has not already sold their property when they move into residential care, its value will be included in the financial assessment as capital, along with other assets and savings. However, we operate discretion to disregard it in some situations set out below, *providing* that we balance



this discretion with “ensuring a person’s assets are not maintained at public expense”.

4.32 The second area of discretion relates to the statutory Personal Expenses Allowance (PEA). This is the minimum amount of income that the Care Act says a person must be left with after contributions have been deducted (although, where a person has no income, we are not responsible for providing one). We have discretion in one situations to allow more than the set sum, and this too is set out below as our policy.

4.33 *Proposed policy for long-term disregard;* we must exclude a property when it is occupied by the person’s partner (including former partner or civil partner, except where they are estranged), a lone parent who is the person’s estranged or divorced partner, or a dependent relative has continuously occupied it since before the person went into a care home. The Care Act guidance defines “dependent relative” as;

- aged 60 or over and/or
- a child of the resident aged under 18 and/or
- incapacitated.

4.34 Where the dependent relative is not a partner and does not meet all the criteria, we have discretion and our policy is as follows;

- they are aged 18 to 59 and match the Care Act definition of a relative – we will offer the option of a Deferred Payment Agreement should the person going into care qualify;
- we will disregard the property whilst any person (not necessarily a relative) who can demonstrate that the house is their sole residence lives in it, providing they can show that they gave up their own home to care for the person who is now in a care home, and they did so significantly before this time, when neither party had any reason to think residential care may be required in the future.

4.35 *Proposed policy for twelve-week disregard;* we must disregard the value of a person’s main/ only home for 12 weeks in some situations to allow them and/or their family and representatives time to consider their options at a time of crisis;



- when someone is entering permanent residential care for the first time;
- where a long-term disregard of a property ends unexpectedly due to the death of the qualifying relative living in it.

4.36 We have discretion as to whether to apply a twelve-week disregard in some other situations, and our policy is to consider applying it;

- where there is a sudden and unexpected change in a person’s financial circumstances forcing them to approach us for assistance, e.g. the shares which they have used to fund their care suddenly lose half of their value;
- where a person who is a “self-funder” in a care home approaches us for assistance or a deferred payment agreement (DPA) because their savings or liquid assets are falling below the qualifying capital limit. This allows the person time to make the necessary decisions and arrangements.

4.37 *Proposed policy for Personal Expenses Allowance* – we will exercise our discretion where a person is part of an unmarried couple and is paying half their occupational/personal pension or retirement annuity to their partner (who is not living in the same care home) to disregard this sum (we must in law do this for married couples and civil partnerships).



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# Report to Cabinet

## Appendix B: financial and equalities impact of the models

This analysis is based on the sample of **195 people** in the current financial assessments database (out of a total of approximately 2,500) used to test out a range of new models for calculating contributions. It shows the **gross** impact of the changes, i.e. **no transition has been included**.

*Transition, if approved and not amended, would limit any increase faced by people to a maximum of £30 per week in the first year, £60 in the second (if required), and £90 in the third year (if required). After that, people would be paying the full changed contributions charges as applied in the tables below.*

### Financial impacts of the models compared with current methodology

<b>Model 1: DRE DEDUCTED FIRST, AMENDED % SANDWELL ALLOWANCE</b>			<b>Model 2: AMENDED % ALLOWANCE, DRE DEDUCTED FIRST WITH TWO BANDS @ % OF DISABILITY BENEFIT</b>			<b>Model 3: ENHANCED MIG FOR WORKING AGE, NEW % ALLOWANCE TO ALL MIGS, DRE CASH BANDS, NO "SANDWELL ALLOWANCE"</b>		
	% of sample	No. if applied to total clients		% of sample	No. if applied to total clients		% of sample	No. if applied to total clients
<b>% of sample facing increases in contributions</b>			<b>% of sample facing increases in contributions</b>			<b>% of sample facing increases in contributions</b>		
Less than £5 per week	12%	295	Less than £5 per week	10%	244	Less than £5 per week	6%	154
£5 to £29 per week	38%	949	£5 to £29 per week	36%	897	£5 to £29 per week	27%	679
£30 to £59 per week *	10%	256	£30 to £59 per week *	9%	231	£30 to £59 per week *	12%	295
£60 to £89 per week *	1%	13	£60 to £89 per week *	1%	26	£60 to £89 per week *	3%	64
£90 and over *	0%	0	£90 and over *	0%	0	£90 and over *	1%	26
<b>Subtotal - increases</b>	<b>61%</b>	<b>1,513</b>	<b>Subtotal - increases</b>	<b>56%</b>	<b>1,397</b>	<b>Subtotal - increases</b>	<b>49%</b>	<b>1,218</b>
<b>% of sample facing decreases in contributions</b>			<b>% of sample facing decreases in contributions</b>			<b>% of sample facing decreases in contributions</b>		
Less than £5 per week	7%	167	Less than £5 per week	12%	308	Less than £5 per week	15%	385
£5 to £29 per week	5%	128	£5 to £29 per week	4%	103	£5 to £29 per week	8%	205
£30 and over	0%	0	£30 and over	0%	0	£30 and over	0%	0
<b>Subtotal - decreases</b>	<b>12%</b>	<b>295</b>	<b>Subtotal - decreases</b>	<b>16%</b>	<b>410</b>	<b>Subtotal - decreases</b>	<b>24%</b>	<b>590</b>
<b>% of sample facing no change in contributions</b>			<b>% of sample facing no change in contributions</b>			<b>% of sample facing no change in contributions</b>		
All	28%	692	All	28%	692	All	28%	692

\* these clients would receive transitional protection to limit the increase

\* these clients would receive transitional protection to limit the increase

\* these clients would receive transitional protection to limit the increase

## Equalities impacts;

### Current methodology

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<b>CURRENT METHOD</b>																					
77% DISPOSABLE INCOME TAKEN ("SANDWELL ALLOWANCE")																					
Charges scaled to year	Charges scaled to 2,500 clients	By gender		By age		By ethnicity					By disability severity			By primary support							
		F	M	<65	65+	Asian	Black	Not known	Mixed	White	Low	Middle	High	LD	MH	Phys	Sens	Social	Memory		
£257,137	£3,296,634																				
		Income		61%	39%	49%	51%	10%	11%	1%	2%	77%	3%	23%	74%	28%	5%	58%	2%	2%	5%
Clients under 65 in sample		£1,172,289																			
Clients over 65 in sample		£2,124,345																			

### Model 1

<b>DRE DEDUCTED FIRST, AMENDED % SANDWELL ALLOWANCE - NO TRANSITION INCLUDED</b>																						
75% DISPOSABLE INCOME TAKEN ("SANDWELL ALLOWANCE")																						
Charges scaled to year	Charges scaled to 2,500 clients	Change from present		By gender		By age		By ethnicity					By disability severity			By primary support				Overall		
		£	%	F	M	<65	65+	Asian	Black	Not known	Mixed	White	Low	Middle	High	LD	MH	Phys	Sens		Social	Memory
£350,343	£4,491,573	£1,194,939	36%																			
Clients whose contributions increase				35%	25%	33%	28%	5%	6%	0%	2%	48%	2%	15%	44%	22%	5%	29%	1%	2%	2%	<b>61%</b>
Clients whose contributions decrease				7%	5%	3%	9%	2%	0%	0%	0%	10%	0%	2%	10%	2%	0%	9%	0%	0%	2%	<b>12%</b>
Clients whose contributions unchanged				19%	9%	13%	14%	4%	5%	1%	1%	18%	1%	6%	21%	5%	1%	21%	1%	0%	1%	<b>28%</b>

The reduction in Sandwell Allowance leads to 61% of people paying a higher contribution, although (as with the current method), those with a higher disposable income still do relatively well. The 12% of people with a reduction in contribution have benefited from the change in the way DRE is allowed for, as it now offsets their income in full. As with all three models, 28% of clients are unaffected by any changes - they continue to pay no charge, as they still do not have any disposable income (either because of low income, or because they receive higher offsetting DRE and/or housing allowances)

## Model 2

<b>AMENDED % ALLOWANCE, DRE DEDUCTED FIRST WITH TWO BANDS @ % OF DISABILITY BENEFIT- NO TRANSITION INCLUDED</b>																								
DISPOSABLE INCOME TAKEN ("SANDWELL ALLOWANCE") >										80%		% DISABILITY BENEFIT USED FOR DRE BANDS >										10%		
Charges scaled to year	Charges scaled to 2,500 clients	<b>Change from present</b>																						
	£346,949	£4,448,067	£1,151,433	35%	<b>By gender</b>		<b>By age</b>		<b>By ethnicity</b>					<b>By disability severity</b>			<b>By primary support</b>					<b>Overall</b>		
					<i>F</i>	<i>M</i>	<i>&lt;65</i>	<i>65+</i>	<i>Asian</i>	<i>Black</i>	<i>Not known</i>		<i>Mixed</i>	<i>White</i>	<i>Low</i>	<i>Middle</i>	<i>High</i>	<i>LD</i>	<i>MH</i>	<i>Phys</i>	<i>Sens</i>	<i>Social</i>	<i>Memory</i>	
Clients whose contributions increase					34%	22%	29%	27%	4%	5%	0%	1%	47%	2%	14%	39%	19%	4%	28%	1%	2%	2%	<b>56%</b>	
Clients whose contributions decrease					8%	8%	7%	9%	3%	1%	0%	1%	12%	0%	2%	14%	4%	1%	10%	0%	0%	2%	<b>16%</b>	
Clients whose contributions unchanged					19%	9%	13%	14%	4%	5%	1%	1%	18%	1%	6%	21%	5%	1%	21%	1%	0%	1%	<b>28%</b>	

Although this model further reduces the Sandwell Allowance, the effect on contributions is less than Model 1, because of the allocation of DRE as a banded allowance, which benefits most clients. This model tends to be benefit clients under pension age, as they tend to have lower disposable income compared with people over pension age. As with all three models, 28% of clients are unaffected by any changes - they continue to pay no charge, as they still do not have any disposable income (either because of low income, or because they receive higher offsetting DRE and/or housing allowances)

## Model 3

<b>ENHANCED MIG FOR WORKING AGE, NEW % ALLOWANCE TO ALL MIGS, DRE CASH BANDS, NO "SANDWELL ALLOWANCE" - NO TRANSITION INCLUDED</b>																											
NEW MINIMUM MIG >					£131.75		% ENHANCEMENT ON ALL MIGS >					5%		LUMP SUM DRE - LOWER >					£5.00		LUMP SUM DRE - HIGHER >					£9.00	
Charges scaled to year	Charges scaled to 2,500 clients	<b>Change from present</b>																									
	£369,691	£4,739,625	£1,442,991	44%	<b>By gender</b>		<b>By age</b>		<b>By ethnicity</b>					<b>By disability severity</b>			<b>By primary support</b>					<b>Overall</b>					
					<i>F</i>	<i>M</i>	<i>&lt;65</i>	<i>65+</i>	<i>Asian</i>	<i>Black</i>	<i>Not known</i>		<i>Mixed</i>	<i>White</i>	<i>Low</i>	<i>Middle</i>	<i>High</i>	<i>LD</i>	<i>MH</i>	<i>Phys</i>	<i>Sens</i>	<i>Social</i>	<i>Memory</i>				
Clients whose contributions increase					29%	20%	23%	26%	4%	5%	0%	1%	39%	0%	13%	35%	15%	4%	26%	1%	1%	1%	<b>49%</b>				
Clients whose contributions decrease					13%	10%	13%	10%	3%	1%	0%	1%	19%	2%	3%	18%	8%	1%	12%	0%	1%	3%	<b>24%</b>				
Clients whose contributions unchanged					19%	9%	13%	14%	4%	5%	1%	1%	18%	1%	6%	21%	5%	1%	21%	1%	0%	1%	<b>28%</b>				

This is a more radical model which significantly increases contributions for anyone (of any age) with high disposable income/benefits. The new "minimum" figure for Minimum Income Guarantee benefits those of working age, whilst the 5% enhancement on all MIG, plus the use of banded allowances for DREs, helps to redistribute the effects of the model to the benefit of those with lower incomes/benefits. As with all three models, 28% of clients are unaffected by any changes - they continue to pay no charge, as they still do not have any disposable income (either because of low income, or because they receive higher offsetting DRE and/or housing allowances)

## Case studies - 1

Client is a 90-year-old female (ref 48).

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She receives the highest rate of DLA benefit (£89.60) and the over 65's MIG allowance (£189).

Her income from pensions and non-disability benefits is £247 a week, well above the over 65's average (in the sample of 195 cases studied) of £176. She has been awarded £6 in Disability Related Expenditure but no Allowable Housing costs.

Currently she is assessed to have disposable income of £118 per week. SMBC allow her to keep 53% of this (the "Sandwell Allowance") which is £63, and because this is more than her £6 DRE, she does not receive any allowance for the DRE. Her contributions are based on the remaining 47% i.e. £55 per week, plus she must meet her DRE costs from her "Sandwell Allowance" – effectively a total weekly cost to her of £61 per week.

In Model 1, her DRE of £6 is allowed first, reducing her disposable income to £112 per week. We allow her to keep the "Sandwell Allowance" – now only 25% of disposable income i.e. £28, and her contributions are based on the remaining 75%, i.e. £84 per week, an increase of £29, and just below the limit whereby transitional funding would be applied. However, she also receives the £6 DRE offset in full, so the net increase is effectively **£23** a week.

In Model 2, SMBC give her a flat rate DRE of £9 per week, which more than covers her DRE claim, and reduces her disposable income to £109 per week. The "Sandwell Allowance" is now only 20% of her income (i.e. £33), and her contributions based on the remaining 80% are £87 per week, an increase of £32. Transitional funding would limit this to an extra £30 in the first year, and the full £32 a week from the second year. However, she also receives the £9 DRE offset in full, so the net increase is effectively **£23** a week.

In Model 3, she again is given a flat rate DRE of £9 per week. There is no "Sandwell Allowance" in this model, but her MIG is enhanced to £198 per week so her disposable income on which contributions are based is £100 per week, an increase of £44 from current. With transitional funding, she would only pay an extra £30 in the first year, and the full £44 a week from the second year. However, she also receives the £9 DRE offset in full, so the net increase is effectively **£35** a week.

*This client demonstrates that the current percentage funding model allows those with the highest disposable income to keep the largest cash allowance.*

*The new models progressively remove that advantage, particularly Model 3. However, all three models ensure that if people have a DRE cost offsetting their contribution, they receive it; it is not set against their "Sandwell Allowance".*



## Case studies - 2

Client is a 25-year-old female (ref 98).

She receives the highest rate of PIP benefit (£89.60) plus the enhanced disability rate of MIG for those under 65 (£132).

Her income from working age non-disability ESA benefit is £131 a week, slightly above the under 65's average (in the sample of 195 cases studied) of £124. She has been awarded Disability Related Expenditure of £34, but no Allowable Housing costs.

Currently she is assessed to have disposable income of £59 per week. SMBC allow her to keep 53% of this (the "Sandwell Allowance"), which is £31. However, she is only given the "excess" DRE of £3 (£34 claimed, minus Sandwell Allowance £31). Her contributions are based on the net difference i.e. £25 per week, plus she must meet her missing £31 of DRE costs from her "Sandwell Allowance" – effectively a total weekly cost to her of £56 per week.

In Model 1, the £34 DRE is allowed first, reducing her disposable income to £25 per week. We allow her to keep the "Sandwell Allowance" – now only 25% of disposable income i.e. £6 - so her contributions based on the remaining 75% are £19 per week, a decrease of £6. (Transitional funding would not apply). However, she also receives the £34 DRE offset in full, so the decrease is effectively **£40** a week.

In Model 2, the client receives a flat rate DRE allowance of £9 per week, plus the balance of her DRE (£25), leaving her with the same revised disposable income of £25 per week as Model 1. The "Sandwell Allowance" is now only 20% of her disposable income, i.e. £5, resulting in her contributions based on the remaining 80% as £20 per week, a decrease of £5 from the current. However, she again receives the £34 DRE offset in full, so the decrease is effectively **£39** a week.

In Model 3, she again receives a flat rate DRE allowance of £9 per week, plus the balance of her DRE (£25). There is no "Sandwell Allowance"; instead, her MIG is enhanced to £139 per week leaving her disposable income as £52. With the DRE deducted in full, her contributions are £18 per week, a decrease of £7 from current. Again, however, she receives the £34 DRE offset in full, so the decrease is effectively **£41** a week.

*This client demonstrates that the current funding model does not favour those with lower disposable income, particularly if they are awarded DRE, as the value of the "Sandwell Allowance" is relatively small for them, and any DRE is absorbed by that allowance. All the new models make full allowance for any DRE and the loss of "Sandwell Allowance" has a minimal impact.*

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## Equality Impact Assessment Template

Title of proposal <i>(include forward plan reference if available)</i>	Adult Social Care Contributions Policy
Directorate and Service Area	Adult Social Care/Finance (joint)
Name and title of Lead Officer completing this EIA	Kevin Balchin, Commissioning Policy Officer
Contact Details	<a href="mailto:Kevin_Balchin@sandwell.gov.uk">Kevin_Balchin@sandwell.gov.uk</a> 07722 590055
Names and titles of other officers involved in completing this EIA	Kay Murphy, Service Manager – Business Management Chris Cooper, Community Care Business Unit Manager
Partners involved with the EIA where jointly completed	None
Date EIA completed	22 <sup>nd</sup> March 2022
Date EIA signed off or agreed by Director or Executive Director	
Name of Director or Executive Director signing off EIA	
Date EIA considered by Cabinet Member	

### 1. The purpose of the proposal or decision required (Please provide as much information as possible)

The Cabinet paper proposes changes in the contributions policy to identify a model which is more financially viable for the council, whilst also reflecting recent case law and Local Government Ombudsman findings so as to be fairer and comply with equalities expectations.

### 2. Evidence used/considered

The main evidence that has been used to determine the impact of the policy updates is:

1. Using the recent 'Norfolk' judgement to consider whether other funding models would produce a contributions regime which is financially viable for the Council whilst being fairer and complying with equalities expectations, i.e. avoids discriminating against any group of people with a protected characteristic. An analysis of the equalities data on current clients in the sample cases used for modelling is shown in Table 1 below, with a further analysis in Appendix B to the cabinet Paper
2. Legal advice on the need to align policy and practice to recent developments, including removing outdated references and inconsistencies which could form the basis of a challenge that the policy is incoherent or based on erroneous figures and is therefore irrational.
3. An initial assessment of the contributions policies of a range of other councils to assess how up to date they are.
4. A review of data on people who have been assessed to pay a financial contribution to their non-residential services in terms of take-up by different groups (see table below) and comparison with Sandwell population profile on Sandwell trends by ethnicity, gender etc.

### 3. Consultation

Subject to the agreement of Cabinet to the changes proposed in the main paper, public consultation will be undertaken on the options offered and setting out the impact on the assessed contributions of a range of people of the proposed funding options.

The other changes proposed are to align policy and practice and do not impact on the sums paid by any current user of services.

**A further consultation may be required** later in 2022 or early in 2023 to reflect the government's recent announcement of proposals for Adult Social Care Act funding reform. It is currently consulting on the introduction from October 2023 of a new cap on the amount anyone in England will need to spend on their personal care (but not their daily living costs) over their lifetime, as well as increased limits on the amount of capital a person can retain. Until

these proposals are finalised in Parliament, no work is yet possible on them, although their general direction has guided this work.

#### 4. Assess likely impact

Overall, the changes proposed in the Cabinet Report for 18<sup>th</sup> May 2022 will have a **negative** impact in that all the models propose increasing the total income the council receives from contributions. Inevitably, therefore, a significant number of people face an increase in costs. However, an examination of the various options does not reveal any obvious or intentional discrimination.

Within that overall impact, the different models proposed have a range of impacts as they attempt to deliver an equitable solution within an overall increase in contributions charged;

- For a significant group of people, the changes are **negative** in that they face an increase in the contributions they must pay. This particularly affects people with a higher disposable income which in turn is often those of pension age;
- For some people, the changes are **positive** in that notwithstanding the overall increase, their individual contribution is reducing because of the redistributive effects of the various models - particularly benefiting those people with disability related expenditure, lower disposable income and/or of working age.
- There are a group of people who see **no impact** from any of the models proposed. These are people who do not have disposable income and hence do not pay any contribution under the current method or any of the three alternatives proposed – they are unaffected.

The modelling work undertaken to identify alternative methods for calculating contributions used anonymous actual data for 195 current clients in a range of models that attempted to address perceived inequalities such as those referred to in the Norfolk Judgement. The attempt was made to assess alternatives that offered a real choice as to how to calculate contributions within the regulations.

The focus of modelling was to reduce or remove any direct or indirect discrimination against any group of people with a protected characteristic, so as to address the issues in the 'Norfolk Judgement' in which it was decided that by disregarding earnings (as required by the relevant regulations),

Norfolk County Council's policy for charging for non-residential adult social care "indirectly discriminated against [a] severely disabled person who was unable to work", and Norfolk had been unable to objectively justify that differential impact.

However, current legal advice is that this judgement may be limited in impact as any discrimination arises from the regulations made under the Care Act which requires councils to disregard earnings. This situation is likely to change once further cases are heard, but if it is held to be of wider application, then Sandwell, like all councils, will have to review their policies accordingly. There is no obvious mathematical approach that would eliminate the apparent discrimination, unless earnings are no longer disregarded by the government.

The key issue that arises from the study undertaken of the present Sandwell model and a range of alternatives is that *apparent* inequality exists in national regulation and benefits. For example, both basic state pensions and benefits and the national "minimum income guarantee" figures that we are required to apply in financial assessments are all (on average) significantly higher for people over pension age compared with those under pension age.

As a consequence, the work on a range of models to be applied by Sandwell has had to attempt to minimise the effect on any one group of people, even though the underlying government regulations and benefits do (apparently) benefit particular groups. Whilst this may be a deliberate choice by central government, it makes delivering "equality" a challenge, particularly in the situation where Sandwell is obliged to increase contributions overall. The impact of the "**care cap**" changes could be also significant but until the government publishes final details, it cannot be assessed.

**Table 1 - analysis of impact of contribution models on sum a person can afford to pay**

Current contributions policy - analysis of sample cases by equalities characteristics			
Characteristic	Number	Average contribution person can afford based on income	
Female	119	£ 26.19	
Male	76	£ 24.05	
Over 65	99	£ 32.19	
Under 65	96	£ 18.32	
Asian	19	£ 15.24	
Black	21	£ 16.74	
Mixed	4	£ 7.34	
Not known	1	£ 37.90	
White	150	£ 28.24	
Lower rate disability benefit	6	£ 7.93	
Middle rate disability benefit	44	£ 29.09	
Higher rate disability benefit	145	£ 24.95	
Learning Disability	55	£ 21.93	
Mental Health	10	£ 30.95	
Physical	114	£ 26.75	
Sensory	4	£ 25.47	
Social	3	£ 28.74	
Memory and Cognition	9	£ 21.30	

Model 1 contributions method excluding transition - analysis of sample cases by equalities characteristics				
Characteristic	Number	Average contribution person can afford based on income	% change compared with current policy	
Female	119	£ 35.24	35%	
Male	76	£ 33.48	39%	
Over 65	99	£ 41.82	30%	
Under 65	96	£ 27.05	48%	
Asian	19	£ 20.28	33%	
Black	21	£ 24.28	45%	
Mixed	4	£ 11.72	60%	
Not known	1	£ 37.90	0%	
White	150	£ 38.38	36%	
Lower rate disability benefit	6	£ 12.65	60%	
Middle rate disability benefit	44	£ 38.90	34%	
Higher rate disability benefit	145	£ 34.14	37%	
Learning Disability	55	£ 33.91	55%	
Mental Health	10	£ 45.60	47%	
Physical	114	£ 34.28	28%	
Sensory	4	£ 40.62	59%	
Social	3	£ 45.87	60%	
Memory and Cognition	9	£ 23.16	9%	

Model 2 contributions method excluding transition - analysis of sample cases by equalities characteristics				
Characteristic	Number	Average contribution person can afford based on income	% change compared with current policy	
Female	119	£ 35.26	35%	
Male	76	£ 32.58	35%	
Over 65	99	£ 42.62	32%	
Under 65	96	£ 25.55	39%	
Asian	19	£ 19.59	29%	
Black	21	£ 23.34	39%	
Mixed	4	£ 8.22	12%	
Not known	1	£ 37.90	0%	
White	150	£ 38.26	35%	
Lower rate disability benefit	6	£ 13.49	70%	
Middle rate disability benefit	44	£ 39.59	36%	
Higher rate disability benefit	145	£ 33.44	34%	
Learning Disability	55	£ 31.55	44%	
Mental Health	10	£ 44.62	44%	
Physical	114	£ 35.01	31%	
Sensory	4	£ 40.36	58%	
Social	3	£ 44.93	56%	
Memory and Cognition	9	£ 22.53	6%	

Model 3 contributions method excluding transition - analysis of sample cases by equalities characteristics				
Characteristic	Number	Average contribution person can afford based on income	% change compared with current policy	
Female	119	£ 37.23	42%	
Male	76	£ 35.25	47%	
Over 65	99	£ 46.40	44%	
Under 65	96	£ 26.20	43%	
Asian	19	£ 20.21	33%	
Black	21	£ 25.38	52%	
Mixed	4	£ 8.38	14%	
Not known	1	£ 37.90	0%	
White	150	£ 40.81	44%	
Lower rate disability benefit	6	£ 0.94	-88%	
Middle rate disability benefit	44	£ 43.28	49%	
Higher rate disability benefit	145	£ 35.86	44%	
Learning Disability	55	£ 33.32	52%	
Mental Health	10	£ 49.33	59%	
Physical	114	£ 37.55	40%	
Sensory	4	£ 46.69	83%	
Social	3	£ 35.17	22%	
Memory and Cognition	9	£ 23.36	10%	

An equalities assessment of the *current* contributions policy and the three models proposed for consultation is shown in **Table 1 above**. These figures show the outcome in 195 anonymous current cases of applying their actual financial assessments to the three models, compared with their current assessed contribution.

The cash figures shown represent the *average* weekly assessed contribution of people in the 195 cases which were used in the options modelling for the Cabinet paper. These were mapped over a range of characteristics for which data was available;

- Gender
- Age
- Ethnicity
- Level of disability (using disability benefit awarded as proxy)
- Primary support reason

Thus, for example, 19 people in the 195 cases had self-identified as Asian. The average weekly contribution of those 19 is £15.24 in the current methodology, but the average weekly contribution rises to £20.28 if model 1 were applied, £19.59 in model 2, and £20.21 in model 3.

These are genuine figures showing the effect of the models on 195 people, based on a range of equalities characteristics and using these people's actual recorded capital and income, applied to the allowances and limits set out in the financial assessments regime. What the figures cannot explain is why people who (for example) identify as Asian have a lower average contribution than those who identify as Black. The reasons can only be speculated on, as shown in section 4a below.



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Table 2 – change in contributions arising from the various models, extrapolated to total client base

Current methodology

<b>CURRENT METHOD</b>																					
47% DISPOSABLE INCOME TAKEN ("SANDWELL ALLOWANCE")																					
Charges scaled to year	Charges scaled to 2,500 clients	Income		By gender		By age		By ethnicity					By disability severity			By primary support					
		£	No.	F	M	<65	65+	Asian	Black	Not known	Mixed	White	Low	Middle	High	LD	MH	Phys	Sens	Social	Memory
£257,137	£3,296,634			61%	39%	49%	51%	10%	11%	1%	2%	77%	3%	23%	74%	28%	5%	58%	2%	2%	5%
Clients under 65 in sample		£1,172,289	100																		
Clients over 65 in sample		£2,124,345	95																		

Model 1

<b>DRE DEDUCTED FIRST, AMENDED % SANDWELL ALLOWANCE - NO TRANSITION INCLUDED</b>																						
75% DISPOSABLE INCOME TAKEN ("SANDWELL ALLOWANCE")																						
Charges scaled to year	Charges scaled to 2,500 clients	Change from present	36%	By gender		By age		By ethnicity					By disability severity			By primary support					Overall	
				F	M	<65	65+	Asian	Black	Not known	Mixed	White	Low	Middle	High	LD	MH	Phys	Sens	Social		Memory
£350,343	£4,491,573	£1,194,939																				
Clients whose contributions increase				35%	25%	33%	28%	5%	6%	0%	2%	48%	2%	15%	44%	22%	5%	29%	1%	2%	2%	<b>61%</b>
Clients whose contributions decrease				7%	5%	3%	9%	2%	0%	0%	0%	10%	0%	2%	10%	2%	0%	9%	0%	0%	2%	<b>12%</b>
Clients whose contributions unchanged				19%	9%	13%	14%	4%	5%	1%	1%	18%	1%	6%	21%	5%	1%	21%	1%	0%	1%	<b>28%</b>

The reduction in Sandwell Allowance leads to 61% of people paying a higher contribution, although (as with the current method), those with a higher disposable income still do relatively well. The 12% of people with a reduction in contribution have benefited from the change in the way DRE is allowed for, as it now offsets their income in full. As with all three models, 28% of clients are unaffected by any changes - they continue to pay no charge, as they still do not have any disposable income (either because of low income, or because they receive higher offsetting DRE and/or housing allowances)

### Model 2

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<b>AMENDED % ALLOWANCE, DRE DEDUCTED FIRST WITH TWO BANDS @ % OF DISABILITY BENEFIT- NO TRANSITION INCLUDED</b>																						
DISPOSABLE INCOME TAKEN ("SANDWELL ALLOWANCE") >				80%	% DISABILITY BENEFIT USED FOR DRE BANDS >										10%							
Charges scaled to 2,500 clients		Change from present		By gender		By age		By ethnicity					By disability severity			By primary support				Overall		
Charges scaled to year				F	M	<65	65+	Asian	Black	known	Mixed	White	Low	Middle	High	LD	MH	Phys	Sens	Social	Memory	
£346,949	£4,448,067	£1,151,433	35%																			
Clients whose contributions increase				34%	22%	29%	27%	4%	5%	0%	1%	47%	2%	14%	39%	19%	4%	28%	1%	2%	2%	<b>56%</b>
Clients whose contributions decrease				8%	8%	7%	9%	3%	1%	0%	1%	12%	0%	2%	14%	4%	1%	10%	0%	0%	2%	<b>16%</b>
Clients whose contributions unchanged				19%	9%	13%	14%	4%	5%	1%	1%	18%	1%	6%	21%	5%	1%	21%	1%	0%	1%	<b>28%</b>
<p>Although this model further reduces the Sandwell Allowance, the effect on contributions is less than Model 1, because of the allocation of DRE as a banded allowance, which benefits most clients. This model tends to be benefit clients under pension age, as they tend to have lower disposable income compared with people over pension age. As with all three models, 28% of clients are unaffected by any changes - they continue to pay no charge, as they still do not have any disposable income (either because of low income, or because they receive higher offsetting DRE and/or housing allowances)</p>																						

### Model 3

<b>ENHANCED MIG FOR WORKING AGE, NEW % ALLOWANCE TO ALL MIGS, DRE CASH BANDS, NO "SANDWELL ALLOWANCE" - NO TRANSITION INCLUDED</b>																						
NEW MINIMUM MIG >				£131.75	% ENHANCEMENT ON ALL MIGS >				5%	LUMP SUM DRE - LOWER >						£5.00	LUMP SUM DRE - HIGHER >				£9.00	
Charges scaled to 2,500 clients		Change from present		By gender		By age		By ethnicity					By disability severity			By primary support				Overall		
Charges scaled to year				F	M	<65	65+	Asian	Black	known	Mixed	White	Low	Middle	High	LD	MH	Phys	Sens	Social	Memory	
£369,691	£4,739,625	£1,442,991	44%																			
Clients whose contributions increase				29%	20%	23%	26%	4%	5%	0%	1%	39%	0%	13%	35%	15%	4%	26%	1%	1%	1%	<b>49%</b>
Clients whose contributions decrease				13%	10%	13%	10%	3%	1%	0%	1%	19%	2%	3%	18%	8%	1%	12%	0%	1%	3%	<b>24%</b>
Clients whose contributions unchanged				19%	9%	13%	14%	4%	5%	1%	1%	18%	1%	6%	21%	5%	1%	21%	1%	0%	1%	<b>28%</b>
<p>This is a more radical model which significantly increases contributions for anyone (of any age) with high disposable income/benefits. The new "minimum" figure for Minimum Income Guarantee benefits those of working age, whilst the 5% enhancement on all MIG, plus the use of banded allowances for DREs, helps to redistribute the effects of the model to the benefit of those with lower incomes/benefits. As with all three models, 28% of clients are unaffected by any changes - they continue to pay no charge, as they still do not have any disposable income (either because of low income, or because they receive higher offsetting DRE and/or housing allowances)</p>																						

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**Table 2 above** shows an equalities assessment of the impact on contributions of the models. It is based on the same 195 anonymous clients, but in these tables, the results have been scaled up to estimate the **total** impact on the council's income based on the current 2,500 clients financially assessed for contributions.

This shows the estimated increase in income delivered by the three models – they deliver different sums because they were not built to deliver a specific sum, rather they were modelling different methodologies that could be applied. These figures show what percentage of the current 2,500 clients would face an increase or decrease (or no change) in contributions compared with the current methodology.

Again, the outcomes when shown against the equalities characteristics do show variation, but the data does not provide an explanation of *why*, for example, 29% of those clients recorded as having “Physical” as their primary support reason face an increase in model 1, but only 26% in model 3. Again, the reasons can only be speculated on, as shown in section 4a below.

#### 4a. Use the table to show:

- Where you think that the strategy, project or policy could have a negative impact on any of the equality strands (protected characteristics), that is it could disadvantage them or if there is no impact, please note the evidence and/or reasons for this.
- Where you think that the strategy, project or policy could have a positive impact on any of the groups or contribute to promoting equality, equal opportunities or improving relationships within equality characteristics.

Protected Characteristic	Positive Impact ✓	Negative Impact ✓	No Impact ✓	Reason and evidence (Provide details of specific groups affected even for no impact and where negative impact has been identified what mitigating actions can we take?)
<b>Age</b>		✓		<p>Overall, the changes proposed increase the contributions to be paid by all age groups, so there is a negative impact. Within the number of cases, older adults form a growing proportion of Sandwell’s population; <b>51%</b> are age 65 or over in the dataset.</p> <p><u>Table 1</u> identifies that people aged 65 or over have on average a significantly higher level of “disposable income” from which to pay contributions – this could be because their average income is higher, or because they receive higher allowances in the financial assessments regulations.</p> <p><u>Table 2</u> shows that, despite having a lower level of disposable income, those aged under 65 face the biggest percentage increase in contribution under models 1 and 2. Only in model 3 is there some equity in that the percentage increases between the two groups similar. This demonstrates the greater “redistributive” effect of model 3 - the differential impacts on specific age groups between the three models is a direct consequence of their (apparent) disparity in disposable income – which in turn appears to be the result of national disparities rather than any discrimination.</p>
<b>Disability</b>		✓		<p>Based on 2011 census data, Sandwell has a relatively high share of people with disabilities, and those with complex needs are a growing proportion of the population.</p>

Table 1 identifies that people on the highest rate of DWP benefit (being used as a proxy for “disability severity”) actually have a lower disposable income than those on the middle rate – but that is probably due to the fact that Sandwell disregards the higher rate unless the person receives 24-hour care.

In terms of primary support reason, the two categories that are large enough to draw conclusions on are Physical and Learning Disabilities. In the current model, LD clients have the lower disposable income, but face a much higher percentage increase in the three models compared with Physical. This could be argued to be more equitable, but the reason for this redistributive effect is not obvious.

Table 2 identifies that 74% of clients in the sample are on the highest rate of DWP benefit (being used as a proxy for “disability severity”), and that the majority of that number face an increase in contributions. However, model 1 here has the largest number facing an increase, and model 3 the lowest. This implies that model 3 does benefit those on the highest DWP benefit.

In terms of primary support reason, Physical forms the largest group in the sample with 58%, followed by Learning Disability at 28%, (other categories are too small to draw conclusions on). Again, whilst the majority of these face an increase in contributions, it is model 1 here that delivers the largest number facing an increase, and model 3 the lowest – particularly for LD. However, it is not obvious what is causing this relationship.

<b>Gender reassignment</b>			<p>It is not known how many residents in Sandwell have had a gender reassignment, nor how many pay a contribution to service costs, due to low numbers or declaration rates. Consequently, there is no evidence that the revisions to the Contributions Policy will contribute to any differential impact (positive or negative) on gender reassigned people</p>
<b>Marriage and civil partnership</b>		<p>✓</p>	<p>The breakdown by marital status of Sandwell residents or those paying a contribution to service costs is unknown. We do know who is in a couple if they have had a joint assessment of funds, but the requirement to end a joint assessment for couples will inevitably have a negative impact. However, this is unavoidable as it arises from the Care Act regulations.</p>
<b>Pregnancy and maternity</b>			<p>The breakdown by pregnancy or maternity status of Sandwell residents or those paying a contribution to service costs is unknown. Consequently, there is no evidence that the revisions to the Contributions Policy will have any differential impact on those of this status, and this is not an outcome that the service works to</p>
<b>Race</b>		<p>✓</p>	<p>The 2011 national census data shows the Sandwell population is 66% self-declaring as white and 34% other ethnic groups. For those people receiving non-residential care, there is a higher number of those declaring themselves white (71%), but this is likely to be due to the high proportion of older adults amongst users of ASC services, and older adults are numerically more likely to declare themselves white.</p> <p><u>Table 1</u> identifies that there is a clear differential in disposable income by race – those identifying as white have an average of £28.24 per week under the current model, and this increases the most in model 3, which again implies that redistribution is working, but with no obvious explanation. For those identifying as black, the current average is much lower at £16.74,</p>

				<p>yet it is model 3 that increases it the most. For those identifying as Asian, the current average is the lowest at £15.24 and it is model 1 (marginally) that gives the highest increase.</p> <p><u>Table 2</u> indicates that in all three statistically-significant groups, more face an increase under model 1 than under model 3. No explanation for this has been identified.</p>
<b>Religion or belief</b>				<p>The recorded breakdown of Sandwell residents is that 55.2% are Christian whilst the remaining 44.8% are either “other” or “no” religion. A breakdown of those people who are subject to the Contributions Policy for non-residential care shows is not available, so there is no evidence that the revisions to the Contributions Policy will have any differential impact on people of different religion or belief</p>
<b>Sex</b>			✓	<p>The 2011 national census data on the Sandwell population shows that there are slightly more women (<b>51%</b>) than men. In terms of people who are subject to the Contributions Policy for non-residential care, the proportions are higher for women (<b>57%</b>), likely to be because they have higher life expectancy.</p> <p><u>Table 1</u> identifies that men have a lower average disposable income than women in the current model, but more face an increase from the new models, particularly model 3, which could be taken as redistributive.</p> <p><u>Table 2</u> identifies that the lowest number of people – male and female – face an increase in model 3.</p>

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<b>Sexual orientation</b>				The breakdown of Sandwell residents by sexual orientation is not known. Consequently, there is no evidence that the revisions to the Contributions Policy will have any differential impact on people of different sexual orientation
<b>Other – health conditions</b>				The breakdown of Sandwell residents by health condition is not known. Consequently, there is no evidence that the revisions to the Contributions Policy will have any differential impact on people of different health condition. Adult Social Care services are focused on people with age- or disability-related care or medical conditions which impact on their ability to maintain their independence. There is no evidence that suggests that the revisions proposed would have a differential impact on the contributions being paid by people of different health conditions

Does this EIA require a full impact assessment? Yes  No

If there are no adverse impacts or any issues of concern or you can adequately explain or justify them, then you do not need to go any further. You have completed the screening stage. You must, however, complete sections 7 and 9 and publish the EIA as it stands.

If you have answered yes to the above, please complete the questions below referring to the guidance document.

**5. What actions can be taken to mitigate any adverse impacts?**



It is proposed to offer transitional protection to those who are significantly impacted by the various changes proposed to the contributions policy

**6. As a result of the EIA what decision or actions are being proposed in relation to the original proposals?**

All have been included

**7. Monitoring arrangements**

The financial assessments service will continue to monitor the take up of their service by protected characteristics

**8. Action planning**

You may wish to use the action plan template below



## 9. Publish the EIA

This EIA will be published as part of the Cabinet Report and will be available on Corporate Management Information System of Sandwell Council

### Where can I get additional information, advice and guidance?

In the first instance, please consult the accompanying guide “Equality Impact Assessment Guidance”

#### Practical advice, guidance and support

Help and advice on undertaking an EIA or receiving training related to equalities legislation and EIAs is available to **all managers** across the council from officers within Service Improvement. The officers within Service Improvement will also provide overview quality assurance checks on completed EIA documents.

#### Please contact:

Kashmir Singh - 0121 569 3828

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## Report to Cabinet

**18 May 2022**

<b>Subject:</b>	Asset Management and Maintenance Investment Programme 2022-23
<b>Cabinet Member:</b>	Cabinet Member for Housing, Councillor Zahoor Ahmed
<b>Director:</b>	Director of Housing Gillian Douglas
<b>Key Decision:</b>	Yes  an executive decision which is likely to result in the Council incurring expenditure, the making of savings or the generation of income amounting to: -£250,000 or more where the service area budget exceeds £10m;
<b>Contact Officer:</b>	Steve Greenhouse – Service Manager – Asset Management and Maintenance <a href="mailto:steve_greenhouse@sandwell.gov.uk">steve_greenhouse@sandwell.gov.uk</a> Jonathan Rawlins – Business Manager – Asset Management and Maintenance <a href="mailto:Jonathan_rawlins@sandwell.gov.uk">Jonathan_rawlins@sandwell.gov.uk</a>



# 1 Recommendations

1.1 That the Director of Housing, in consultation with the Director of Finance, be authorised to prepare tendering documentation and to procure contractors, in accordance with The Public Contract Regulations 2015 and the Council’s Procurement and Contract Procedure Rules, to work on behalf of the Council, to deliver the refurbishment and maintenance works detailed below: -

Contract	Value
External Improvement Works 2023 – 2027	£80,000,000 (£20,000,000 per annum)
Expansion of CCTV and Concierge Service	£1,400,000
Major Adaptations and Improvement Works 2023 – 2027	£24,000,000 (£6,000,000 per annum)
Retro-fitting of Sprinklers in High-Rise Flats 2022 – 2026	£15,000,000 (£3,750,000 per annum)
Refurbishment Works to Union Street, Tipton	Budget estimate £1,100,000
Refurbishment of Allen House, Great Barr	Budget estimate £3,300,000
Void Repairs and Post Tenancy Repairs to Housing 2022 - 2026	£24,000,000 (£6,000,000 per annum)
Plastering and Associated Works 2022 – 2026	£2,000,000 (£500,000 per annum)
Supply and Fit Fencing 2022 – 2026	£560,000 (£140,000 per annum)
Roofing Repairs to Council Properties 2022 - 2024	£499,000 (£239,500 per annum)
<b>TOTAL</b>	<b>£151,359,000</b>

1.2 That the Director of Housing be authorised to award the contracts, as referred to in 1.1 above, to the successful contractor(s).

1.3 That the Director – Law and Governance and Monitoring Officer be authorised to enter into or execute under seal any documentation in relation to the award of the contracts.



1.4 That any necessary exemption be made to the Council's Procurement and Contract Procedure Rules to enable the course of action referred to in 1.1 above to proceed.

## 2 Reasons for Recommendations

2.1 This report seeks approval to procure, award and enter into contract with the successful contractors to deliver the various contracts as detailed within the report to continue the substantial investment in the Council's Housing Stock.

## 3 How does this deliver objectives of the Corporate Plan?



Quality homes in thriving neighbourhoods. These contracts are required to allow Sandwell MBC to continue to maintain and upgrade its housing stock as and when required, in line with the Decent Homes Standard and regulatory requirements

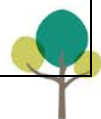
The delivery of these contracts will both improve the energy efficiency, the appearance, the security and fire safety of the housing stock.

*Ambition 2 - Sandwell is a place where we live healthy lives and live them for longer, and where those of us who are vulnerable feel respected and cared for.*

Improved energy-efficiency of homes will reduce energy bills and help to address fuel poverty, allowing vulnerable residents to enjoy more comfortable lives.

The provision of these services provides vital adaptations and improvements to people's homes which enable them to maintain their independence in their communities.

*Ambition 3 – Our workforce and young people are skilled and talented, geared up to respond to changing business needs and to win rewarding jobs in a growing economy*



The delivery of these contracts will support investing in businesses, people and jobs that will create wealth and tackle poverty. It will also actively promote Think Sandwell with the inclusion of apprenticeships and training opportunities within the contractual arrangements.

*Ambition 5: Our communities are built on mutual respect and taking care of each other, supported by all the agencies that ensure we feel safe and protected in our homes and local neighbourhoods.*

The delivery of these contracts will support Sandwell's approach towards reducing crime and anti-social behaviour levels.

*Ambition 8 – Our distinctive towns and neighbourhoods are successful centres of community life, leisure and entertainment where people increasingly choose to bring up their families.*

The delivery of these contracts will deliver improvements to our housing stock and the surrounding areas in which they are located, to promote families choosing to move into and stay in Sandwell and being proud of the town and area in which they live.

## 4 Context and Key Issues

4.1 The Council is seeking to procure, award and appoint contractors to undertake the following refurbishment and maintenance works: -

- External Improvement Works 2023 – 2027
- Expansion of CCTV and Concierge Service
- Major Adaptations and Improvement Works 2023 – 2027
- Retro-fitting of Sprinklers in High-Rise Flats
- Refurbishment Works to Union Street, Tipton
- Refurbishment of Allen House, Great Barr
- Void Repairs and Post Tenancy Repairs to Housing 2022 – 2026
- Plastering and Associated Works





- Supply and Fit Fencing 2022 – 2026
- Roofing Repairs to Council Properties 2022 – 2024

4.2 All wards within Sandwell will be affected.

4.3 On 18<sup>th</sup> October 2017 Cabinet approved the Housing Revenue Account (HRA) – Housing Investment Programme report. The report set out a refreshed 10-year HRA investment plan to enable the delivery of new build projects and to continue investment into existing stock and communal spaces in our neighbourhoods.

4.4 One of the key aspects to the report was to maintain and where necessary upgrade our existing stock.

4.5 In order to ensure the plan remains fit for purpose a review of the HRA investment programme has been undertaken.

4.6 By reviewing the HRA every 3 – 5 years we can ensure it is continuing to deliver the aims and objectives of the council in the short term, make recommendations for adjustment to address new and emerging priorities, and ensure the investment programme remains affordable for the duration of the plan.

4.7 The revised HRA funded Housing Investment Programme is designed to respond to these and other emerging priorities and will deliver our ambitions for housing by:

- Maintaining our existing stock to the Sandwell Standard
- Ensuring our properties are energy efficient
- Remodelling our properties to suit changing needs
- Protecting our residents and assets.

4.8 We have made sure the proposed financial plans are affordable in the long term and will help support us in meeting the needs of the residents of we serve.



4.9 We will continue to invest in current stock to make sure it meets the needs of existing and new tenants and supports tenants to avoid fuel poverty through energy efficiency interventions. We will also remodel some of our houses to meet the needs of vulnerable families and individuals.

#### 4.10 External Improvement Works 2023 - 2027

4.10.1 This report seeks the approval to procure and enter into contract with two Contractors to carry out external improvements to Council Housing Stock across the Borough, excluding high rise, for a contract period of four years, from April 2023 to March 2027.

4.10.2 The contracts will be a continuation of an existing programme of external improvement works delivered since February 2019, which was approved by Cabinet at its meeting of 18<sup>th</sup> April 2018.

4.10.3 The current contracts expire in Feb 2023.

4.10.4 The Contracts will seek a contractor to operate in the North of the Borough covering Tipton, Wednesbury and West Bromwich with another contractor operating in the South of the borough covering Rowley Regis, Oldbury and Smethwick.

4.10.5 The annual value of works contained within the contract will be £20million per annum to be split between the two successful contractors over a 4-year contract.

4.10.6 It is estimated that upon the conclusion of the current external improvement contracts that 6,000 properties will have received and benefitted from improvement works, leaving a further 18,000 properties to receive external improvements. Each town will receive the required external refurbishment works in line with the running order at Appendix 1.

4.10.7 The external elements to our housing stock generally include roofs, fascia's/soffits, rainwater goods, windows, doors, render and external painting. The principles to be used when identifying works to be undertaken will include reducing the need for revenue repairs and



maintenance through planned and cyclical maintenance including through this contract.

4.10.8 Sandwell is an area with high levels of deprivation by comparison with other areas of the country and as a result many residents face the challenge of fuel poverty, spending a significant amount of money paying fuel bills, with some residents having to choose which household bills they can afford to pay. Through the delivery of this Contract a review of existing insulation levels will be undertaken throughout the individual properties and blocks to assess any opportunities to improve the energy efficiency of properties.

4.10.9 If the Council's ambitious climate change target to achieve carbon neutrality by 2041 is to be met, this type of intervention is necessary. This project will also help families who may be suffering from fuel poverty as they are currently living in some of the least energy-efficient houses in the Council's stock.

4.10.10 Energy efficiency measures will be incorporated into the external improvement programme and can help demonstrate a firm commitment towards achieving carbon reduction targets and climate change initiatives.

4.10.11 The procurement of this contract will also play a part in reducing burglaries and the fear of crime through the installation of new and more secure doors and windows.

#### 4.11 Expansion of CCTV and Concierge Service

4.11.1 This report seeks the approval to procure and enter into contract with a Contractor to carry out expansion of the CCTV and Concierge Service across the Borough, with works commencing in August 2022.

4.11.2 Sandwell Council intends to expand its CCTV and Concierge services to residents of high-rise blocks that do not currently receive these services – detailed in Appendix 2.



4.11.3 The CCTV & Concierge service contributes to community safety and perceptions of safety for tenants. The service includes a 24/7 concierge response to intercom calls, advice, support and immediate warnings to those acting in an anti-social manner within communal areas and outside our blocks. CCTV footage further enables additional sanctions to be taken against identified individuals where necessary. Tenants who benefit from this provision pay a service charge.

4.11.4 A tenant consultation on the planned proposals relating to the Upgrade and Expansion of the Council's CCTV & Concierge Service was undertaken and completed in November 2021. Officers had been petitioned several times by tenants to receive this service. Approximately 93% of responses to the tenant consultation was positive stating that they believe that they will benefit from the services offered.

4.11.5 Work has been completed to consider the requirements to extend the CCTV and Concierge service across all remaining high-rise blocks and to secure the long-term future of the control room and its existing services. This exercise has identified 3 separate phases of work. Phase 1 will consist of network infrastructure upgrades, phase 2 will involve the renewal of video management and recording systems and phase 3 will see the installation of CCTV cameras monitored and recorded at Roway Lane as well as updating door entry systems that will see them networked to Roway Lane control room providing tenants with a 24-hour concierge service.

4.11.6 It is anticipated the cost of delivering the 3 phases will be within the allocated budget of £1.4 million. The additional service charges will generate income of £387k per annum and therefore against the capital investment of £1.4m would achieve payback in about 3.5 years.



## 4.12 Major Adaptations and Improvement Works 2023 – 2027

4.12.1 The Council is under a duty under the Chronically Sick and Disabled Persons Act 1970, the Children Act 1989 (in respect of children) and the Care Act 2014 (in respect of adult persons who may be in need of care and support) to provide support where it has assessed that such support is needed. This includes practical assistance in the home and adaptations to the home.

4.12.2 These services/works are key to delivering the following outcomes: -

- Supporting disabled residents to remain living independently in their own homes
- Reduce the number of home accidents
- Reduce the number of avoidable hospital admissions and readmissions
- Maintain the private and council housing stock of the borough

4.12.3 This report seeks authorisation for the Council's Housing directorate to procure, award and enter into a contract with 4 suitably qualified, competent and experienced contractors for a contract period of four years to manage and deliver a Major Adaptation / Improvement Works and Bath Out Shower In (BOSI) / Level Access Shower (LAS) Service for a period of four years commencing 1<sup>st</sup> February 2023 until 31<sup>st</sup> January 2027.

4.12.4 The Contract arrangements to deliver the Major Adaptation / Improvement Works and Bath Out Shower In (BOSI) / Level Access Shower (LAS) service expires on 31<sup>st</sup> January 2023.

4.12.5 The estimated value (excluding VAT) for the Major Adaptation / Improvement Works and Bath Out Shower In (BOSI) / Level Access Shower (LAS) will be £6,000,000 per annum.



4.12.6 A Major Adaptation is defined as any major alteration to a residential property costing more than £1,000. The Major Adaptation service includes: ramped access to dwellings, installation of level access showers as well as bedroom / bathroom extensions.

4.12.7 Improvement Works include improvements and repairs to homes that ensure residents have a safe, warm and healthy home that meets their needs. Occasionally, this will include a requirement to carry out urgent works to remove a Category 1 Hazard as defined under the Housing Act 2004.

4.12.8 Bath Out Shower In (BOSI) and Level Access Shower (LAS) includes the supply and fit of shower's including the removal of existing baths and replacing them with showers.

4.12.9 It is proposed to split the works into two separate lots, with one lot delivering works to council housing on a North/South split of the Sandwell Borough and the other lot delivering works to privately owned/privately rented housing on a North/South split within the Sandwell Borough.

#### 4.13 Retro-fitting of Sprinklers in High-Rise Flats 2022 – 2027

4.13.1 A briefing update was shared with the Cabinet Member for Homes on 21<sup>st</sup> February 2019, with regards to an email from the West Midland Fire service (WMFS) to chief executives dated 18<sup>th</sup> February 2019. The email stated:

*The WMFS calls upon all local authorities and social housing providers across the West Midlands to proactively review and survey their high-rise tower blocks to eliminate or identify foreseeable risk of cladding systems and external building components which do not meet the required standards of limited combustibility.*



It also included a paragraph on sprinklers which stated:

*WMFS has welcomed the decision by several local authorities to retrofit sprinklers across their high-rise tower blocks. Sprinklers are the most effective way to ensure that fires are suppressed or even extinguished before the fire service can arrive. They save lives and reduce injuries, protect firefighters who attend incidents and reduce the amount of damage to both property and the environment from fire. WMFS can provide support and guidance to local authorities who are considering the installation of sprinklers in their high-rise tower blocks.*

4.13.2 A report produced by the Chief Fire Officers Association entitled 'Business Case for Sprinklers' details that evidence shows that, while sprinklers are primarily intended to contain or control fires, they can also be instrumental in saving the lives of people in the room of origin of a fire. There are no cases on record where multiple fire deaths have occurred in buildings with working sprinkler systems, where those systems have been appropriately designed for the intended purpose and have been properly installed and maintained. The evidence also shows that no lives have been lost in the UK due to fire in homes fitted with domestic sprinkler systems.

4.13.3 The report details that where a sprinkler system has been installed:

- Fire deaths (including firefighter deaths) have been almost eliminated
- Fire injuries reduced by 80%
- Significant improvement in firefighter safety achieved
- Property damage reduced by over 80%
- Effects of arson reduced
- Reduction in the environmental impact of fire
- Reduction to the economic cost of fire



4.13.4 Sprinkler systems not only provide benefits in terms of life safety and protection of property, they also reduce the impact a fire has on the environment by limiting the production of carbon dioxide and other products of combustion. Implicit in the environmental benefit of quick and reliable suppression of fires, is the prevention of the need to replace and repair buildings, producing significant savings in respect of the energy and resources that must be expended on buildings.

4.13.5 A further briefing note was prepared on the cost of retrofitting sprinklers within our high-rise blocks. At this briefing on the 21<sup>st</sup> March 2019, an in-principle commitment was given to look at installing sprinklers into each individual flat within these blocks.

4.13.6 In total we have 55 Blocks over 18 metres in height (including Marmion House which is managed by Riverside as part of a PFI arrangement). Of these, 17 are over 30 metres and 6 are over 25 metres. 30 of the 55 blocks have only 1 staircase, this includes 15 of the blocks over 30 metres.

4.13.7 Within the high-rise stock, 3 blocks do not have a gas supply and a further 10 blocks have gas solely for cooking. The remainder of the blocks have a significant proportion of properties with gas central heating systems installed.

4.13.8 As part of ongoing refurbishment works to Alfred Gunn House, sprinklers are currently being installed into individual flats as part of the works. Remaining blocks to be refurbished, as previously agreed within the 10-year HRA investment plan Cabinet report of 18<sup>th</sup> October 2017, are: -

- Darley House, Rowley Regis (already in contract with works due to start April 2022)
- Moorlands Court, Rowley Regis
- St Giles Court, Rowley Regis
- Heronville House, Tipton
- Paget House, Tipton
- Wyrley House, Tipton
- Holly Court, West Bromwich
- Oak Court, West Bromwich
- Allen House, West Bromwich





- Addenbrooke Court, Rowley Regis
- Wesley Court, Rowley Regis
- Boulton House, West Bromwich

4.13.9 Excluding the blocks that have yet to receive external refurbishment, as detailed in 4.13.8, the remaining 42 high rise blocks of flats will all be contained within the contract and will be prioritised based upon risk. 23 of the 42 blocks have 1 staircase and therefore these would be prioritised first.

4.13.10 The estimated cost to retrofit all the high-rise blocks with sprinklers will be dependent on where the pipe work runs within the flats, in addition to whether additional water boosting facilities are required. The estimated costs per flat will range between £5,000 - £7,500.

4.13.11 The Council is seeking to procure and appoint two contractors to undertake the retrofitting of sprinklers within our high-rise blocks for a contract period of four years, from October 2022 to September 2026.

4.13.12 The value of the contract is estimated to be in the region of £11.2 million (£2,800,000 per annum) - £16.8 million (£4,200,000 per annum) for a period of four years, with an annual maintenance cost of around £140,000.

4.13.13 The award of this contract will enable Sandwell MBC to deliver necessary fire safety improvement works to our high-rise stock that will, in conjunction with fire compartmentation principles, contain fire and stop the spread, thus ensuring residents are safe.

4.13.14 Sprinklers are the most effective way to ensure that fires are suppressed or even extinguished before the fire service can arrive. They save lives and reduce injuries, protect firefighters who attend incidents and reduce the amount of damage to both property and the environment from fire.

#### 4.14 Refurbishment Works to Union Street, Tipton

4.14.1 This report seeks approval to procure and appoint a contractor to carry out the refurbishment of Union Street flats, Tipton, DY4 8QJ.



4.14.2 Union Street is a block of low rise flats in the Tipton Green Ward of Tipton. It contains 20 units, comprising 12 two bed flats and 8 shop units on the ground floor. The proposed works do not include any works to the shop units.

4.14.3 The block has historically suffered from water penetration issues and is in urgent need of a full external refurbishment to include external render/cladding, new windows and doors and improved fire escape routes.

4.14.4 The work will ensure the building remains wind and weather tight as well as improving the thermal efficiency.

4.14.5 The value of the contract is estimated to be in the region of £1,100,000 and would take approximately 12 months to complete. It should be noted that this block is being considered as part of a wider regeneration project, subject to external funding being secured. If that project goes ahead the refurbishment works would obviously need to be reviewed.

#### 4.15 Refurbishment of Allen House

4.15.1 This report seeks the approval to procure and appoint a contractor to carry out the refurbishment of Allen House, West Road, Great Barr, B43 5PS.

4.15.2 The contract will be a continuation of an existing programme of external improvement works to our high-rise stock, which was approved by Cabinet at its meeting of 18<sup>th</sup> October 2017.

4.15.3 The Council has delivered a programme of improvements to High Rise Blocks of flats across the Borough generally including improvements to the external fabric such as new windows, surface treatment such as render and cladding and roofing works together with improvements to the communal areas such as new entrances, fire retardant paintwork and fire doors.



4.15.4 The high-rise refurbishment projects have been a highly visible sign of the significant investment Sandwell has made in its stock and has proved popular with residents and visitors alike.

4.15.5 There are 11 blocks managed by the council which have yet to be improved externally.

4.15.6 Allen House is a 9-storey built in 1967 in the Newton Ward of Hamstead, Great Barr. It contains 36 units, comprising 1 one bed and 35 two bed flats.

4.15.7 In 2007 Allen House received some low-level improvements via the High Rise Decent Homes Refurbishment Partnership.

4.15.8 The following further works are now deemed required to bring the block up to the current standard of all other high-rise refurbishment projects and to enhance the life expectancy of the building to 30 years whilst improving the standards for the current residents.

- Undertaking Identified Structural repairs
- Over cladding of the blocks with mineral wool insulation and rainscreen cladding to improve the thermal efficiency
- Replacement of single glazed windows with double glazed tilt and turn aluminium/timber composite windows
- New balcony doors and balcony upgrade to create a winter garden
- New insulated pitched roofs to cover the existing flat roofs
- Installation of fire resistant doors and screens to the communal areas on all floor levels.
- Complete redecoration of all communal areas along with new flooring installed at each level.
- New Entrance doors to all flats.
- Installation of new Sprinkler system to complement the existing fire detection already installed within the flats as part of the Decent Homes Scheme
- New rear entrance lobby with secure key fob door entry system to match front Porch installed previously



- Refuse Chute Replacement
- Upgrade of street lighting to improve ASB issues locally
- Minimal Landscape works involve resurfacing both the road and all footpaths around the block, replacement of Kerbs and edgings and the reduction of grassed areas to eliminate current maintenance issues.
- Existing Garage currently utilised by site management teams and cleaners are being thermally upgraded internally creating better staff welfare facilities and Equipment Storage area.

4.15.9 The value of the contract is estimated to be in the region of £3.3 million and will be on site for a period of approximately twelve months, commencing November 2022.

#### 4.16 Void Repairs and Post Tenancy Repairs to Housing 2022 – 2026

4.16.1 The Council is seeking to appoint six contractors to undertake void repairs and post tenancy repairs to housing for a contract period of four years, from 1<sup>st</sup> August 2022 to 31<sup>st</sup> July 2026.

4.16.2 The anticipated value of the contract is in the region of £24 million (£6,000,000 per annum) for a period of four years.

4.16.3 The award of this contract will enable Sandwell MBC to deliver necessary building works to maintain and restore council housing when vacated by outgoing tenants and any resultant post tenancy repair works within the Borough of Sandwell to Council owned housing stock.

4.16.4 The current contract was awarded in June 2019 and expires 31<sup>st</sup> July 2022.

4.16.5 In order to comply with procurement timelines, a contract notice was published on the Government's Find a Tender website on 21<sup>st</sup> February 2022, with a tender return date of 25<sup>th</sup> March 2022.



#### 4.17 Plastering and Associated Works 2022 – 2026

4.17.1 The Council is seeking to procure and appoint three contractors to supply labour, materials and to undertake plastering and associated works to housing for a contract period of four years, from 1<sup>st</sup> December 2022 to 30<sup>th</sup> November 2026.

4.17.2 The anticipated value of the contract is in the region of £2 million (£500,000 per annum) for a period of four years.

4.17.3 The award of this contract will enable Sandwell MBC to deliver necessary plastering and associated works to maintain council housing within the Borough of Sandwell.

4.17.4 The current contract was awarded in November 2018 and expires 30<sup>th</sup> November 2022.

#### 4.18 Supply and Fit Fencing 2022 – 2026

4.18.1 The Council is seeking to procure and appoint two contractors to supply labour, materials and to fit fencing to housing for a contract period of four years, from 1<sup>st</sup> July 2022 to 30<sup>th</sup> June 2026, with one Lot covering timber fencing and one covering metal fencing.

4.18.2 The anticipated value of the contract is in the region of £280,000 (£70,000 per annum) for Lot 1 timber fencing and £280,000 (£70,000 per annum) for Lot 2 metal fencing, both for a period of four years.

4.18.3 The award of this contract will enable Sandwell MBC to deliver necessary fencing works to maintain council housing within the Borough of Sandwell.

4.18.4 The current contract was awarded in February 2019 and was due to expire 31<sup>st</sup> January 2023.

4.18.5 Expenditure levels on the current contract have exceeded the contract sum figure. To comply with Public Contract Regulations 2015 a decision has been made in conjunction with Procurement Services to terminate the current contract in accordance with the termination provision contained



within the contract and to re-procure the contract to ensure compliance. Correspondence will be issued to the contractor in April 2022, including a termination date of 31<sup>st</sup> June 2022.

#### 4.19 Roofing Repairs to Council Properties 2022 – 2024

4.19.1 At its meeting of 29<sup>th</sup> September 2021, Cabinet approved the award of contracts to undertake Roof Repair Works to Council Properties to: -

- Hardyman Group Limited and Roy Hankinson Limited – Lot 1 Pitched Roofing Repairs, for the sum of approximately £796,500 (£265,500 per annum) to Hardyman Group / £265,500 (£88,500 per annum) to Roy Hankinson Limited and for a period of 3 years, from 1st October 2021 to 30<sup>th</sup> September 2024
- Roy Hankinson – Lot 3 Asphalt Roofing Repairs, for the sum of approximately £453,000 (£151,000 per annum) and for a period of 3 years, from 1<sup>st</sup> October 2021 to 30<sup>th</sup> September 2024.

4.19.2 Since the contracts have been awarded, Roy Hankinson Limited have stated in writing as at 14<sup>th</sup> February that they find themselves unable to deliver these lots due to circumstances beyond their control and have withdrawn their tender.

4.19.3 This has left the Council in the vulnerable position of not having adequate resources available to maintain the pace of demand for delivering required repairs to Council properties.

4.19.4 The Procurement Team subsequently approached the Lot 1 Pitched Roofing Repairs third placed contractor on 16<sup>th</sup> February 2022, IJS Roofing and Building Limited, to establish whether they would still be interested in supplying the required products to the Council at their original tendered rates.

4.19.5 IJS Roofing and Building Limited replied on 18<sup>th</sup> February 2022 stating that having reviewed their tender submission they confirm they can still deliver on their tendered rates and on the same terms and conditions upon which they tendered.



4.19.6 The tender submission of IJS Roofing and Building Limited has been reviewed and is still deemed to provide a high-quality bid and the tendered rates still represent value for money. IJS Roofing and Building Limited scored very highly on quality so there are no concerns regarding their capability.

4.19.7 It is therefore recommended that a contract for Lot 1 Pitched Roofing Repairs be awarded to IJS Roofing and Building Limited to a value of £184,375 (£88,500 per annum) for a contract period of twenty-nine months, from 1<sup>st</sup> May 2022 to 30<sup>th</sup> September 2024.

4.19.8 The Procurement Team have identified that other submitted tenders for the Lot 3 Asphalt Roofing Repairs did not represent value for money and have recommended that these works be re-procured.

4.19.9 The Council is now seeking to procure and appoint one contractor to undertake asphalt roofing repairs to Council properties for a contract period of twenty-five months, from 1<sup>st</sup> September 2022 to 30<sup>th</sup> September 2024.

4.19.10 The anticipated value of this contract is in the region of £314,500 (£151,000 per annum) for Lot 3 Asphalt Roofing Repairs, for a period of twenty-five months.

4.19.11 The award of this contract will enable Sandwell MBC to deliver necessary roofing repair works to maintain council housing within the Borough of Sandwell.

4.19.12 For the interim period between this report and appointing a contractor to undertake asphalt roofing repairs, a separate exemption report will be sought to engage with an alternative contractor, for a period of six months from 1<sup>st</sup> March 2022 to 31<sup>st</sup> August 2022 for a sum of approximately £75,000 to deliver asphalt roofing repairs.

## 5 Alternative Options

5.1 The alternative is to not invest in our Council Housing Stock which in turn may lead to dissatisfaction from existing and potential new tenants as well as disrepair and additional burden on the Housing Revenue Account.



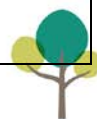
## 6 Implications

<b>Resources:</b>	<p>The proposed budgets for the following contracts: -</p> <ul style="list-style-type: none"><li>• External Improvement Works 2023 – 2027 - £80m</li><li>• Expansion of CCTV and Concierge Service - £1.4m</li><li>• Refurbishment works to Union Street, Tipton - £1.1m</li><li>• Refurbishment of Allen House, Great Barr - £3.3m</li></ul> <p><b>Total - £85.8m</b></p> <p>are contained within the currently approved HRA Capital Programme, and it is anticipated that expenditure will be profiled as detailed in Appendix 3.</p> <ul style="list-style-type: none"><li>• Major Adaptations and Improvement Works 2023 – 2027 - £24m</li></ul> <p>funds to support the above services and works are delivered from the Housing Revenue Account (HRA) £12m and Disabled Facilities Grant (DFG) allocated to the Council, £12m and it is anticipated that expenditure will be profiled as detailed in Appendix 3.</p> <ul style="list-style-type: none"><li>• Retro-fitting of Sprinklers in High-Rise Flats 2022 – 2027 – min £11.2m, max £16.8m</li></ul> <p>Funding for the retro fitting of sprinkler systems in high rise flats is contained with HRA balances.</p> <p>The funding set out within this report is part of an affordable programme that remains within our borrowing capacity limits.</p> <p>The proposed contract values of £24m (£6m per annum) for void repairs, £2m (£500k per annum) for plastering works, £560k (£140k per annum) for fencing works and £499,000 (£239,500 per annum) for Roofing Repair Works) are included within the approved revenue budgets for the ongoing repairs and</p>
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	<p>maintenance of Housing Revenue Account owned properties.</p> <p>Due to the contracts being an ongoing requirement to provide the service, the budget is maintained at this level each year to ensure the appropriate works can be carried out.</p> <p>The Council is currently undertaking a fundamental review of the HRA financial strategy and developing a comprehensive 30-year Business Plan. This will review the capacity within the HRA and the affordability of the investment programme in the longer term. However, the Capital Programme for 2022/23 approved by Cabinet and Council includes provision for the investment requirements set out in this report.</p>
<b>Legal and Governance:</b>	The contracts will all be procured and awarded in accordance with the Council's Procurement and Contract Procedure Rules and Public Contract Regulations 2015.
<b>Risk:</b>	No risks
<b>Equality:</b>	Works will be undertaken to all properties where required and as such an assessment has not been undertaken.
<b>Health and Wellbeing:</b>	<p>The work will ensure the buildings remain wind and weather tight as well as improving the thermal efficiency. Works will also enable the Asset Management and Maintenance Teams to quickly repair Sandwell MBC properties.</p> <p>The principles of Secured by Design and the environmental improvements to communal space on estates will help to protect the community.</p>
<b>Social Value</b>	<p>Social Value will be achieved through the inclusion of an Employment and Skills Plan (ESP) contained within the formal contracts with the successful contractors. The plan will include contractual performance indicators such as work experience placements, apprenticeships in addition to school engagement and community activities.</p> <p>The proposals contained in this report are entirely commensurate with the Council's climate change priorities and will help to support:</p> <ul style="list-style-type: none"> <li>• Reduced carbon and greenhouse gas emissions</li> <li>• A reduction in fuel poverty</li> <li>• Improved health and wellbeing</li> </ul>



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|--|--|
|  | <ul style="list-style-type: none"><li>• Inclusive economic growth – reduced fuel bills should allow more money to be spent locally</li></ul> |
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## 7. Background Papers

Cabinet Report 18<sup>th</sup> October 2017 (Min 167/17)

Cabinet Report 18<sup>th</sup> April 2018 (Min 60/18)

Cabinet Report 29<sup>th</sup> September 2021 (Min 166/21)

## 8. Appendices



## Appendix 1

### External Improvement Works Running Order of Estates

#### OLDBURY

Town	Town Order	Estate	Ward Affected	Number of properties	Financial Year Programmed to Commence
Oldbury	3	Lion Farm, Oldbury	Bristnall, Langley, Old Warley, Oldbury	421	23/24
Oldbury	4	Blakeley Hall Road, Oldbury	Oldbury	9	23/24
Oldbury	5	Warley, Oldbury	Bristnall, Langley, Old Warley, Oldbury	589	24/25
Oldbury	6	Penncricket, Oldbury	Bristnall, Langley, Oldbury	93	25/26
Oldbury	7	Bristnall, Oldbury	Bristnall, Langley, Old Warley, Oldbury	154	25/26
Oldbury	8	Defford, Oldbury	Bristnall, Langley, Old Warley, Oldbury	199	25/26
Oldbury	9	Brandhall, Oldbury	Bristnall, Langley, Old Warley, Oldbury	402	26/27
Oldbury	10	Brades, Oldbury	Oldbury	33	27/28
Oldbury	11	Titford, Oldbury	Langley, Old Warley	18	27/28
Oldbury	12	Cakemore, Oldbury	Bristnall, Langley, Tividale, Oldbury	254	27/28
Oldbury	13	Oldbury Central, Oldbury (balance)	Oldbury, Old Warley, Langley	213	28/29
Oldbury	14	Temple Way, Oldbury	Oldbury	61	28/29
Oldbury	15	Langley, Oldbury	Bristnall, Langley	215	28/29
Oldbury	16	Tividale, Oldbury	Oldbury, Langley	56	28/29
Oldbury	17	Kenelm, Oldbury	Bristnall, Langley, Old Warley	57	28/29



## SMETHWICK

Town	Town Order	Estate	Ward Affected	Number of properties	Financial Year Programmed to Commence
Smethwick	4	West Smethwick, Smethwick	St Pauls	196	23/24
Smethwick	5	Albion, Smethwick	St Pauls	63	23/24
Smethwick	6	Old Chapel, Smethwick	Smethwick, Soho & Victoria	240	24/25
Smethwick	7	Queens Head, Smethwick	Bristnall, Smethwick	392	25/26
Smethwick	8	Manor Road, Smethwick	Abbey, Smethwick	358	25/26
Smethwick	9	Great Arthur Street, Smethwick	St Pauls	33	27/28
Smethwick	10	Basons farm, Smethwick	Smethwick, St Pauls	124	27/28
Smethwick	11	Oxford Road, Smethwick	St Pauls	50	27/28
Smethwick	12	Newlands Green, Smethwick	Soho & Victoria	162	27/28
Smethwick	13	High Street, Smethwick	Smethwick, Soho & Victoria	267	28/29
Smethwick	14	Bearwood, Smethwick	Abbey, Smethwick	193	28/29
Smethwick	15	Rood End, Smethwick	St Pauls	70	28/29



## ROWLEY REGIS

Town	Town Order	Estate	Ward Affected	Number of properties	Financial Year Programmed to Commence
Rowley	3	Grace Mary, Rowley	Tivdale	654	23/24
Rowley	4	Brickhouse, Rowley	Rowley	386	23/24
Rowley	5	Timbertree, Rowley	Cradley Heath & Old Hill	190	24/25
Rowley	6	Throne, Rowley	Blackheath, Rowley, Langley	358	24/25
Rowley	7	Codsall, Rowley	Cradley Heath & Old Hill	263	25/26
Rowley	8	Wallace Road, Rowley	Tivdale, Rowley	223	26/27
Rowley	9	Blackheath, Rowley	Blackheath, Rowley	763	26/27
Rowley	10	Lansbury, Rowley	Blackheath	137	27/28
Rowley	11	Rowley Hall, Rowley	Blackheath	42	27/28
Rowley	12	Riddins, Rowley	Cradley Heath & Old Hill	411	27/28
Rowley	13	Haden Hill, Rowley	Cradley Heath & Old Hill	18	28/29
Rowley	14	Springfield, Rowley	Rowley	197	28/29
Rowley	15	Tivdale Hall, Rowley	Tivdale	250	28/29



## TIPTON

Town	Town Order	Estate	Ward Affected	Number of properties	Financial Year Programmed to Commence
Tipton	3	Tibbington, Tipton	Princess End, Tipton Green, Tividale	416	23/24
Tipton	4	Newtown, Tipton	Great Bridge	203	23/24
Tipton	5	BloomField, Tipton	Tipton Green	69	23/24
Tipton	6	Powis Avenue, Tipton	Great Bridge	172	24/25
Tipton	7	Princes End, Tipton	Princes End	796	24/25
Tipton	8	Locarno Road, Tipton	Princes End, Tipton Green	101	25/26
Tipton	9	Ocker Hill, Tipton	Great Bridge, Princes End, Wednesbury South	298	25/26
Tipton	10	Upper Church Lane, Tipton	Great Bridge, Princes End	40	25/26
Tipton	11	GlebeFields, Tipton	Great Bridge, Princes End	372	25/26
Tipton	13	Victoria Park, Tipton	Tipton Green	49	27/28
Tipton	14	Coneygre, Tipton	Oldbury, Tipton Green	370	27/28
Tipton	15	Denbigh, Tipton	Great Bridge	71	27/28
Tipton	16	Park Lane, Tipton	Tipton Green	288	27/28
Tipton	17	Owen Street, Tipton	Tipton Green	175	27/28
Tipton	18	Shrubbery, Tipton	Tipton Green	106	28/29
Tipton	19	Tipton Green, Tipton	Tipton Green	123	28/29
Tipton	20	Cotterills Farm, Tipton	Great Bridge	287	28/29
Tipton	21	Toll End, Tipton	Great Bridge	151	28/29



### WEDNESBURY

Town	Town Order	Estate	Ward Affected	Number of properties	Financial Year Programmed to Commence
Wednesbury	4	Friar Park, Wednesbury	Friar Park	728	23/24
Wednesbury	5	Wood Green, Wednesbury	Wednesbury North	855	24/25
Wednesbury	6	Wednesbury Central, Wednesbury (balance)	Wednesbury North, Wednesbury South	352	26/27
Wednesbury	7	Mesty Croft, Wednesbury	Friar Park	333	27/28
Wednesbury	8	Hill Top, Wednesbury	Wednesbury South, Hateley Heath	14	27/28
Wednesbury	9	Golf Links, Wednesbury	Wednesbury South	153	27/28



## WEST BROMWICH

Town	Town Order	Estate	Ward Affected	Number of properties	Financial Year Programmed to Commence
West Bromwich	4	Hateley Heath, West Bromwich (balance)	Hateley Heath	426	23/24
West Bromwich	5	Swan Village, West Bromwich	Greets Green & Lyng	113	23/24
West Bromwich	6	Greets Green, West Bromwich	Greets Green & Lyng, West Bromwich Central	660	23/24
West Bromwich	7	West Bromwich Central, West Bromwich	West Bromwich Central	2	25/26
West Bromwich	8	Barton Street, West Bromwich	Greets Green & Lyng	34	25/26
West Bromwich	9	Black Lake, West Bromwich	West Bromwich Central	123	25/26
West Bromwich	10	Hall Green, West Bromwich	Hateley Heath	221	25/26
West Bromwich	11	Marsh Lane, West Bromwich	Hateley Heath	249	25/26
West Bromwich	12	Stone Cross, West Bromwich	Hateley Heath	65	25/26
West Bromwich	13	Stour Street, West Bromwich	Great Bridge, Greets Green & Lyng	135	26/27
West Bromwich	14	Beeches Road, West Bromwich	West Bromwich Central	3	26/27
West Bromwich	15	Devereax Road, West Bromwich	West Bromwich Central	54	26/27
West Bromwich	16	Trinity Road, West Bromwich	West Bromwich Central	40	26/27
West Bromwich	17	Yew Tree, West Bromwich	Great Barr & Yew Tree	506	26/27
West Bromwich	18	Kelvin Way, West Bromwich	Greets Green & Lyng	160	27/28
West Bromwich	19	Kenrick Park, West Bromwich	West Bromwich Central	17	27/28



<b>West Bromwich</b>	<b>20</b>	Spon Lane, West Bromwich	West Bromwich Central	124	27/28
<b>West Bromwich</b>	<b>21</b>	Bromford Lane, West Bromwich	Greets Green & Lyng	175	28/29
<b>West Bromwich</b>	<b>22</b>	Charlemont Farm, West Bromwich	Charlemont with Grove Vale	246	28/29
<b>West Bromwich</b>	<b>23</b>	Lyng, West Bromwich	Greets Green & Lyng	24	28/29
<b>West Bromwich</b>	<b>24</b>	Hamstead, West Bromwich	Newton	381	28/29
<b>West Bromwich</b>	<b>25</b>	Charlemont, West Bromwich	Charlemont with Grove Vale	129	28/29
<b>West Bromwich</b>	<b>26</b>	Wigmore Farm, West Bromwich	Charlemont with Grove Vale	40	28/29
<b>West Bromwich</b>	<b>27</b>	Great Barr, West Bromwich	Great Barr & Yew Tree	54	28/29



## Appendix 2

### Blocks currently not receiving CCTV and/or Concierge services

Allen House (1-36)	West Road	West Bromwich
Astbury Court (1-48)	Hereford Road	Oldbury
Boulton House (1-36)	Spon Lane	West Bromwich
Bowater House (1-36)	Bromford Lane	West Bromwich
Braybrooke House (356-422)	Bromford Lane	West Bromwich
Brookview	Stanhope Road	Smethwick
Farley Street (97-128)	Farley Street	Tipton
Hamstead House (1-82)	Coniston Crescent	West Bromwich
Heronville House (60-118)	Sedgley Road East	Tipton
Holly Court (9-40)	Acacia Avenue	West Bromwich
Horton Street (1-32)	Horton Street	Tipton
Kynaston House (1-41)	Rydding Lane	West Bromwich
Lawrence Court (1-48)	Aldridge Road	Oldbury
Marmion House (1-36)	Dial Lane	West Bromwich
Oak Court (1-34)	Acacia Avenue	West Bromwich
Paget House (120-178)	Sedgley Road East	Tipton
Russel House (1-81)	Holyhead Road	Wednesbury
Scott House (1-36)	Enerdale Road	West Bromwich
St Clements House (1-36)	Hallam Street	West Bromwich
St Marys House (1-64)	Summer Street	West Bromwich
Thompson Gardens	Hales Lane	Smethwick
Wimberger House (1-36)	Hallam Street	West Bromwich
Wyrley House (180-238)	Sedgley Road East	Tipton



### Appendix 3 Budget Profile

#### HRA Capital Funded Programme: -

Contract	Budget Line		2022/23	2023/24	2024/25	2025/26	2026/27	TOTAL
External Improvement Works	Housing Improvement			£20,000,000	£20,000,000	£20,000,000	£20,000,000	£80,000,000
Expansion of CCTV and Concierge	CCTV Expansions		£500,000	£900,000				£1,400,000
Major Adaptations and Improvements	Adaptations for Disabled – HRA DFG Grant – non HRA		£500,000	£3,000,000	£3,000,000	£3,000,000	£2,500,000	£12,000,000
			£500,000	£3,000,000	£3,000,000	£3,000,000	£2,500,000	£12,000,000
Retro-fitting of Sprinklers in High Rise	Balances	min	£1,400,000	£2,800,000	£2,800,000	£2,800,000	£1,400,000	£11,200,000
		max	£2,100,000	£4,200,000	£4,200,000	£4,200,000	£2,100,000	£16,800,000
Refurbishment of Allen House	High Rise		£1,375,000	£1,925,000				£3,300,000
Refurbishment Works to Union Street, Tipton	Housing Improvement		£550,000	£550,000				£1,100,000
<b>TOTAL</b>							Min	£121,000,000
							Max	£126,600,000



HRA Revenue Funded: -

Contract	Budget Line	2022/23	2023/24	2024/25	2025/26	2026/27	TOTAL
Void Repairs	Void Repairs	£4,000,000	£6,000,000	£6,000,000	£6,000,000	£2,000,000	<b>£24,000,000</b>
Plastering	North/South Responsive	£166,667	£500,000	£500,000	£500,000	£333,333	<b>£2,000,000</b>
Fencing	North/South Responsive	£116,667	£140,000	£140,000	£140,000	£23,333	<b>£560,000</b>
Roofing	North/South Responsive	£139,500	£239,500	£120,000			<b>£499,000</b>
<b>TOTAL</b>							<b>£27,059,000</b>



## Report to Cabinet

**18 May 2022**

<b>Subject:</b>	Award a Contract for the provision of Highway Electrical Connections
<b>Cabinet Member:</b>	Cllr Bob Piper Cabinet Member for Environment
<b>Director:</b>	Alice Davey Director Borough Economy
<b>Key Decision:</b>	Yes Affects all wards in the Borough
<b>Contact Officer:</b>	Robin Weare Service Manager- Highway Services

### 1 Recommendations






- 1.1 That the Director of Borough Economy be authorised to award a contract for the provision of Highway Electrical Connections, following a compliant procurement process.
- 1.2 That Cabinet authorise the Director of Law and Governance – Monitoring Officer to execute any documentation necessary to enable the recommended course of action.
- 1.3 That any necessary exemptions be made to the Council’s Procurement and Contract Procedure Rules to enable the recommended course of action referred to in 1.1 above to proceed.

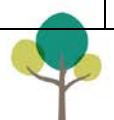


## 2 Reasons for Recommendations

- 2.1 Road users and the wider community place a high value on street lighting. Failure to adequately maintain lighting on Sandwell’s highway network can result in accidents, incidents, avoidable congestion, consequent adverse economic and social impacts, public dissatisfaction, claims and significant reputational damage.
- 2.2 Sandwell MBC use a wide range of contractors to help us deliver our highway maintenance programmes to maintain the highway network in a safe and useable condition for all road users. One of these contracts is the Highway Electrical Connections Contract which allows us to carry out essential repairs to street lighting as well as other illuminated street furniture.
- 2.3 As the Local Highway Authority; the Council has a statutory duty to ensure street lighting is maintained in a safe and useable manner.

## 3. How does this deliver objectives of the Corporate Plan?

	<p>Best start in life for children and young people Good, well maintained highway infrastructure will encourage more walking and cycling among our younger people increasing their health and wellbeing, improving road safety promoting cleaner air quality and supporting the response to the climate change emergency.</p>	
	<p>People live well and age well The Highway environment plays an important role in the life of the community, particularly the positive opportunities that they can bring from social inclusion and interaction.</p>	
	<p>Good quality Highways infrastructure will reduce the potential for road traffic accidents to make our communities feel safer, more protected and confident in their homes and neighbourhoods.</p>	
	<p>Well maintained highways will help maintain economic and physical activity, minimise delays to journey time and contribute to reduced accidents and accident damage.</p>	
	<p>Highways are the arteries of our communities. They connect our residents to employment, education, local services and indeed the wider world. They enable economic growth, social mobility and are vital in ensuring good health outcomes.</p>	



## 4 Context and Key Issues

- 4.1 The current contract for the supply of Highway Electrical Connections expires on 31<sup>st</sup> August 2022.
- 4.2 The new contract is proposed to take effect from 1<sup>st</sup> September 2022 to ensure continuity of service.
- 4.3 A procurement exercise has been carried out by Sandwell MBC as a stand-alone authority using an ESPO Framework to support their own Highway Maintenance Operations.
- 4.4 A price analysis has been undertaken between all the suppliers on Lot 2 of the ESPO Framework (see Appendix One), which covers the West Midlands area, using estimated quantities against the rates on the framework.
- 4.5 The price analysis concluded that a direct award to EON Energy Services Limited was the most cost effective option.
- 4.6 The Procurement Business Partner has been consulted and confirmed that is framework offers a compliant route to market, that direct award is possible under the framework and that it adheres to the Council's Procurement & Contract Procedure Rules.
- 4.7 Legal Services have been consulted and confirmed that under clause 9.1 of the Council's Procurement & Contract Procedure Rules, as the Council is intending to procure from the Framework by call-off without competition, the Council is not required to advertise the opportunity and can proceed with the direct award without prior advertisement.
- 4.8 The direct award under the Framework Agreement is compliant with the requirements set out in Regulation 33 of the Public Contracts Regulations 2015 (PCR 2015).
- 4.9 The ESPO Framework 256 for Highway Electrical Connections commenced on 1/11/2020 and will be in place until 31/10/2022 (with an option to extend the arrangement for a further two years subject to supplier performance).



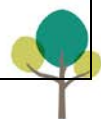
The Framework is therefore currently in force and call-offs/individual contracts can be awarded under the Framework whilst the Framework is in operation.

## 5 Alternative Options

5.1 There are no recommended affordable alternatives to obtain Highway Electrical Connections.

## 6 Implications

<p><b>Resources:</b></p>	<p>This contract will enable the Council to commission EON Energy Services to make safe and restore the main electrical connections to over 400 items of street furniture that are damaged each year.</p> <p>The contract will be awarded following an analysis of the prices submitted in Lot 2 of the ESPO Framework Contract.</p> <p>No guarantee of expenditure will be given to EON Energy Services, only an estimated value that the services to be procured by the Council over the life of the agreement will be approximately £720,000.</p>
<p><b>Legal and Governance:</b></p>	<p>The principal statutory duty imposed on local highway authorities to maintain the highway at public expense is set out in Section 41 of the Highways Act 1980. This duty includes ensuring that street lighting and illuminated signs and bollards are maintained and illuminated.</p> <p>The Traffic Management Act 2004 imposes a network management duty on a council as Local Traffic Authority to manage the authority's road network to facilitate as far as reasonably practicable the expeditious movement of traffic.</p>





	The proposed call-off will be compliant with the PCR 2015 and the Council's Procurement & Contract Procedure Rules.
<b>Risk:</b>	<p>The Council has a duty to meet its legal obligations to mitigate service risks related to third party liability claims arising from accidents and injury due to condition of the highway.</p> <p>The key service risk relates to third party liability claims arising from accident and injury due to condition of the highway or non-compliance with statutory obligations. The duty is not absolute, but decisions must be taken on reasonable grounds with due care and regard to relevant considerations as set out in best practice guidance 'Well-managed Highway Infrastructure'.</p>
<b>Equality:</b>	There are no specific equality issues regarding the proposals contained in this report. The requirements of the Equality Act 2010 are included in the Framework Agreement Documentation to draw attention to the detail of, and the need to comply with, the Act.
<b>Health and Wellbeing:</b>	The Highway environment plays an important role in the life of the community, particularly the positive opportunities that they can bring from social inclusion and interaction.
<b>Social Value</b>	Highways are the arteries of our communities. They connect our residents to employment, education, local services and indeed the wider world. They enable economic growth, social mobility

## 7. Appendices

7.1 Appendix One – Price Analysis between Lot 2 Suppliers on the ESPO Framework

## 8. Background Papers

8.1 Tender documentation

8.2 Well-managed Highway Infrastructure – Code of Practice Last updated October 2016



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## Report to Cabinet

**18 May 2022**

<b>Subject:</b>	Open Housing - Integrated Housing Management System
<b>Cabinet Member:</b>	Councillor Maria Crompton Deputy Leader Cabinet Member for Finance & Resources
<b>Director:</b>	Director of Business Strategy & Change Neil Cox Director of Housing Gillian Douglas
<b>Key Decision:</b>	Yes
<b>Contact Officer:</b>	Helen Green Interim Strategic Improvement Manager – Business Excellence Helen_green@sandwell.gov.uk

### 1 Recommendations


- 1.1 That approval be given to authorise the Director of Housing and the Director of Business Strategy and Change to enact up to 2 x 1yr extensions for the support and maintenance agreement with Capita Business Services Limited for Open Housing, (the housing management ICT system) from 1 April 2023 to 31 March 2024 at a total cost of £291k, and from 1 April 2024 to 31 March 2025 at a total cost of £202k.
- 1.2 That the Director of Housing and the Director of Business Strategy and Change be authorised to purchase the additional products and services as set out in Appendix 1 in order to further develop and future proof the housing management system for the period of the extension.
- 1.3 That the Director – Law and Governance and Monitoring Officer be authorised to seal any documents necessary to enable 1.1 and 1.2 above to take effect.



## 2 Reason(s) for Recommendations

- 2.1 This report seeks approval to enact a maximum of 2, 1-year support and maintenance extensions, documented within the original contract, to commence from 1 April 2023 until 31 March 2024 and then from 1<sup>st</sup> April 2024 until 31<sup>st</sup> March 2025, if required. The existing five-year contract is due to expire on 31 March 2023.

## 3 How does this deliver objectives of the Corporate Plan?

	<p><b>Quality homes in thriving neighbourhoods</b></p> <p>The extension of the existing support and maintenance agreement, and the continuation in use of the housing management system will ensure that key operational services are delivered and managed effectively. This will benefit residents directly in respect of the condition of their home and the quality and safety of the environment. Quality homes are an essential element of building families and communities to have high aspirations and who have a sense of pride about where they live.</p>
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## 4 Context and Key Issues

- 4.1 A full review of the housing management ICT system is required to identify the best course of action to ensure housing services have access to a viable, future proofed ICT system. The review, under normal circumstances would have commenced in early 2020. Due to changing priorities related to Covid and pressure on services, including the change in senior management structure, formal engagement and approval to commence a full system review has been delayed. However, approval was provided at the Business Strategy & Change Delivery Board held on the 25 March 2022 for this review to commence. This will be led by the Systems Team within the Business Excellence service area.
- 4.2 The Housing Management ICT system currently contains 11 modules, comprising of 50+ elements, covering the frontline housing services including allocations, rents, anti-social behaviour, void properties, home ownership, estate and tenancy management. It is also a key line of business system for finance and the Contact Centre. The system is used daily by more than 320 users.



- 4.3 The system is comprised of two main modules; Open Housing (housing management) and Open Contractor (Repairs). The Repairs and Asset Management service, back office ICT system is now supplied by Advance. The support and maintenance contract only, will be required to support the Open Housing module of the system.
- 4.4 The housing management system is integral to the delivery of a wide range of housing services daily. Failure to provide adequate ICT provision will have a significant impact on the delivery of services to our customers and the ability of employees to perform their duties
- 4.5 The existing five-year support and maintenance contract with Capita is due to expire on 31<sup>st</sup> March 2023. Within the original contract, there is an option to extend the existing support and maintenance agreement for a further 2 x 1-year periods.
- 4.6 The system itself has been customised to meet emerging business needs during the fourteen years of its existence, as well as the introduction of new modules such as anti-social behaviour, direct debit administration and recently the SMS text messaging service. A like for like replacement would prove to be extremely costly with capital costs starting in the region of £600k, rising to more than £1m for a like for like system. Initial research indicates that the current housing management system compares favourably against its rivals and remains one of the market leading solutions within the housing sector. To ascertain the long-term future of Open Housing, a full system review will need to be conducted.
- 4.7 Housing supports the corporate channel shift programme by introducing high volume transactions onto the MySandwell customer portal. This has enabled both the housing management system and the MySandwell portal to connect and share information, therefore accelerating channel shift and providing the opportunity to make savings. The system has undergone extensive integration development, which allows customers to access services online. This includes an automated housing application process, rent balance enquiries, logging of repairs and numerous online tenancy management forms.



- 4.8 The on-going annual support and maintenance agreement, including out-of-hours support is necessary to ensure the system continues to perform efficiently and effectively as well as to keep pace with regulatory changes.
- 4.9 Consultation will take place when the full system review commences, to ensure all key personnel have appropriate time and information to feed in to future direction of travel and decisions.

## 5 Alternative Options

- 5.1 The options are:
- No change – let the current contract expire on 31 March 2023.
  - Enact year 1 of the contract extension for the support and maintenance agreement with Capita, with an option to enact the 2<sup>nd</sup> year if needed to allow more time to conduct a full system review.
  - Procure a new housing management system from the market.
- 5.2 The recommendation is to enact the 1<sup>st</sup> 1-year contract extension for the support and maintenance agreement with Capita whilst conducting the system review and to enact the 2<sup>nd</sup> 1-year extension if required. It is not feasible to not have a Housing system in place and there is not adequate time to undertake a full review and implement the outcome of that review prior to the end of March 2023.

## 6 Implications

### 6.1 Resources:

The financial implications of this report are detailed below:

Support Requirement	Cost - Year 1	Cost - Year 2
Annual support and maintenance for Capita Open Housing for all licenced software products including annual version upgrades	£79,256	£80,841
Out of hours support – DBA Contract	£43,000	£43,000





Development Days (maximum of 50 per year)	£46,250	£46,250
Technical ICT support Days (10 per year)	£9,250	£9,250
Additional modules identified for development (including annual support)	£113,606	£22,548
<b>Totals</b>	<b>£291,362</b>	<b>£201,889</b>

In consultation with the Section 151 Officer the additional budget required to enact these extensions, will be met from the Housing Revenue Account.

## 6.2 Legal and Governance:

The organisation is committed to ensuring that the procurement of ICT products and services is fair, transparent and compliant with the necessary legislation. The use of framework agreements through the Crown Commercial Services meets with current legislation and the Council's Contract and Procedure rules. The current system was procured through the CCS Framework RM1059 and allowed for up to 2 x 1-year extensions.

## 6.3 Risk

The risk identified in not entering into a new annual support and maintenance agreement for the housing management system, is that any disruption or failure to provide the system would have a significant impact on rent collection, housing administration, supporting vulnerable people, anti-social behaviour services and the letting of empty properties, resulting in significant loss of revenue plus potential reputational damage to the Council.

The existing contract includes a GDPR premium module, however, there are on-going performance issues with the GDPR module and we are in continuous dialogue with Capita to address these. This is logged on the Directorate Risk Register and an action plan is in place. The Governance Team are aware and are being updated on the progress with the action plan at regular intervals.



There are monthly Contract Management meetings held between Capita and the Business Manager within the Business Excellence Team. Any issues/risks/concerns from either party are discussed at these meetings and an action plan is in place to cover these.

#### 6.4 Equality

An equality impact assessment is not required for this proposal. The reason being is that this is an existing contract and the system is currently operational and in use; and the proposal is to enact the extension clauses in the existing contract.

#### 6.5 Health and Wellbeing

The housing management system provides the platform for managing key service areas within housing management. Effective service delivery will support health outcomes, particularly in areas such as estate management, anti-social behaviour and financial inclusion and debt management.

#### 6.6 Social Value

The community partnership team have been working with Capita to identify projects where Capita are support a social value contribution. This is in addition to Capita's existing social value commitments across the West Midlands, such as Kickstart, Good things Foundation, Teach First and Young Enterprise. Capita are also setting up a working group looking at how the company is contributing to Net Zero targets.

### 7 Conclusions and summary of reasons for the recommendations

- 7.1 This report sets out the proposals for the enactment of up to 2 x 1yr extensions for the support and maintenance agreement with Capita Business Services Limited for Open Housing, (the housing management ICT system) from 1 April 2023 to 31 March 2024 at a total cost of £291k, and from 1 April 2024 to 31 March 2025 at a total cost of £202k.



7.2 The extension of the existing support and maintenance agreement, and the continuation in use of the housing management system will ensure that key operational services are delivered and managed effectively. This will benefit residents directly in respect of the condition of their home and the quality and safety of the environment. Quality homes are an essential element of building families and communities to have high aspirations and who have a sense of pride about where they live.

## 8 Appendices

Appendix 1 – Costings.

## 9 Background Papers

- Original Cabinet Report - Procurement of new support and maintenance agreement for the Housing Management ICT System (SHAPE) 13 December 2017.



## Appendix 1 – Costings:

<b>Support Requirement</b>	<b>Cost - Year 1</b>	<b>Cost - Year 2</b>
Annual support and maintenance for Capita Open Housing for all licenced software products including annual version upgrades	£79,256	£80,841
Out of hours support – DBA Contract	£43,000	£43,000
Development Days (maximum of 50 per year)	£46,250	£46,250
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Additional modules identified for development (including annual support)	£113,606	£22,548
<b>Totals</b>	<b>£291,362</b>	<b>£201,889</b>



## Report to Cabinet

18<sup>th</sup> May 2022

<b>Subject:</b>	Towns Fund – Procurement requirement for SMBC projects
<b>Cabinet Member:</b>	Councillor Kerrie Carmichael Leader of the Council
<b>Director:</b>	Tony McGovern Director of Regeneration and Growth
<b>Key Decision:</b>	Yes Above £250,000
<b>Contact Officer:</b>	Rina Rahim, Towns Fund Programme Manager <a href="mailto:Rina_Rahim@sandwell.gov.uk">Rina_Rahim@sandwell.gov.uk</a>

### 1 Recommendations

- 1.1 To seek Delegated Authority for the Director of Regeneration and Growth, in consultation with the S151 Officer, Director of Law & Governance-Monitoring Officer and the Cabinet Member for Regeneration & Growth (Leader) to commence, where required, procurement exercises and award contracts and call off orders above £250,000 for all SMBC Towns Fund Projects until March 2026.
- 1.2 That the Director of Law and Governance & Monitoring Officer be authorised to enter and execute, under seal as may be required, any contracts or ancillary documentation in relation to the award of contracts referred to in recommendation 1.1 above.
- 1.3 That any necessary exemption be made to the Council's Procurement and Contract Procedure Rules to enable the course of action referred



referred to in 1.1 and 1.2 above to proceed.






## 1 Reasons for Recommendations

- 1.1 On 6<sup>th</sup> September 2019 it was announced that 101 Towns had been identified by Government to benefit from the Town Fund. In Sandwell, West Bromwich, Smethwick, and Rowley Regis were identified.
- 1.2 The objective of the fund is to drive the economic regeneration in Towns to deliver long term economic and productive growth through:
  - Urban regeneration, planning and land use.
  - Skills and enterprise infrastructure.
  - Connectivity.
- 1.3 The Towns Fund presents an unparalleled opportunity to lever significant government opportunity into Sandwell, contributing towards the Councils ambitious plans for Vision 2030. In October 2020, Sandwell submitted 3 Town Investment Plans for Rowley Regis, Smethwick and West Bromwich to Government as part of the Towns Fund Programme. The Town Investment Plans included an ask of £25m investment per Town.
- 1.4 In March 2021, the council (as the Accountable Body for the Towns fund) in partnership with the Towns Fund Board, signed Heads of Terms for West Bromwich, Smethwick and Rowley Regis following Cabinet recommendation. The Heads of Terms act as a Memorandum of Understanding between the Towns and Government and they contained an offer of £25m for West Bromwich, £23.5m for Smethwick and £19m for Rowley Regis subject to the completion and approval of Full Business Cases.
- 1.5 Sandwell Council, in partnership with the Town Deal Board and external consultants, have prepared 16 Full Business Cases that fit within the three Town Investment Plans. Out of the 16 proposed projects, 3 projects have been approved by Government to date, with 13 further projects approved by the Assurance Panel and submitted to Government on 24<sup>th</sup> March 2022 with announcement on these expected in summer 2022.



1.6 Out of the 16 projects submitted to Government, SMBC have 11 projects to deliver through the Towns Fund Programme. This report seeks the approval of delegated authority in relation to procurement requirements for SMBC Towns Fund projects enabling delivery of the projects within the timescales and budget.

**3. How does this deliver objectives of the Corporate Plan? (select relevant category and incl. narrative how deliver)**

	<p><b>Best start in life for children and young people</b>          There are no direct implications as a result of this decision however, projects within the Towns Fund areas will create new and improved facilities for young people including new education and learning spaces</p>
	<p><b>People live well and age well</b>          There are no direct implications as a result of this decision however projects within the Towns Fund areas will deliver new housing, new education spaces, improvements to community assets, public realm and green spaces, improvements to transport links, and will support the creation of new jobs and learning opportunities</p>
	<p><b>Strong resilient communities</b>          The Superboard and Local Board membership is drawn from a range of organisations and sectors and provides input and direction to the Towns Fund programme at a strategic and local level. Projects within the Towns Fund areas will deliver new housing, new education spaces, improvements to community assets, public realm and green spaces, improvements to transport links, and will support the creation of new jobs and learning opportunities.</p>
	<p><b>Quality homes in thriving neighbourhoods</b>          There are no direct implications as a result of this decision, however, projects within the Towns Fund areas will deliver new housing and bring a range of improvements that support thriving neighbourhoods.</p>
	<p><b>A strong and inclusive economy</b>          There are no direct implications as a result of this decision, however, projects within the Towns Fund areas will deliver new jobs and learning opportunities. Improvements to transport connections will improve residents' ability to access key transport hubs and hence their access to employment and education prospects and will make a contribution to attracting and retaining businesses in Sandwell.</p>



## 4. Context and Key Issues

4.1 As the recognised Accountable Body for the Towns Fund Programme, Sandwell Council will continue to manage the overall programme as well as leading on the delivery of key projects. Out of the 16 projects submitted to government, Sandwell Council is the lead applicant for 11 projects with a responsibility to deliver £40,538,800 of Towns Funds which include:

Project Title	Towns Fund Grant	Match funding	Project Total
Urban Greening	1,220,000	-	1,220,000
Town Hall Quarter	6,930,000	628,000	7,558,000
Retail Diversification Programme	13,000,000	-	13,000,000
West Bromwich Connected	1,100,000	-	1,100,000
Ron Davis Centre Expansion	360,000		360,000
Grove Lane Regeneration	4,350,000		4,350,000
Rolfe Street Canalside Regeneration	2,000,000		2,000,000
Smethwick Connected	3,872,800		3,872,800
Rowley Regis Connected	1,500,000		1,500,000
Britannia Park Community Hub	2,460,000	28,000	2,488,000
Blackheath Bus Interchange	3,746,000	550,000	4,296,000
<b>Total SMBC projects</b>	<b>40,538,800</b>	<b>1,206,000</b>	<b>41,744,800</b>

4.2 Government response to the submitted Towns Fund projects is expected in summer 2022. It is critical for SMBC projects be enabled to proceed with necessary procurement activity, in order not to cause any delays to the project timeline and delivering projects within the original budgets.

4.3 SMBC Towns Fund projects will be required to undertake procurement of contractors which include new & existing frameworks, open tenders and call off orders, to enable the successful delivery of Town Fund projects by March 2026. The procurement resources to deliver this is currently being considered, with Project Leads working closely with internal colleagues in ensuring preliminary works are being undertaken.





- 4.4 As a public body using public resources, Sandwell Council must ensure that all procurement activity is transparent and proportionate, and that all bidders are treated equally and without discrimination throughout its processes.
- 4.5 The Councils Procurement and Contract Procedure Rules apply to all contracts with outside organisations or people, including agreements with or on behalf of other public sector organisations and partner agencies, where there is an agreement to supply materials, goods, services or works, in return for money or payments in kind, whether that agreement is formal or informal. This includes:
- a) purchasing of all materials, goods, services or works; and
  - b) instruction of outside experts or consultants under contracts for services.
- 4.6 The Councils Procurement and Contract Procedure Rules Section 3.3(c), requires Cabinet to award all contracts with total value above the key decision threshold of £250,000
- 4.7 Section 3.3(d) of the Procurement and Contract Procedure Rules requires Cabinet approval for exemptions from these rules for contracts with a total value above the key decision threshold.
- 4.8 It is proposed to seek exemption under this rule for Cabinet to approve Delegated authority as detailed in Section 1 Recommendations, to allow for the timely procurement of SMBC Towns Fund projects to ensure the successful delivery of the Towns Fund Programme within timescale and budget.
- 4.9 The corporate risk management strategy will be complied with to identify any risks associated with the recommendation to be sought. For any risks identified, measures will be in place to mitigate risks to acceptable levels.
- 4.10 All Towns Fund projects have been required to indicate how they contribute to the Social Value Policy. Any framework agreements or contracts entered into will adhere to the Councils social value policy by providing key opportunities to meet the Council's key criteria requirements by proving value for money in terms of generating benefits to society and



the economy e.g. employment and skill, health and wellbeing, whilst minimising the impact on the environment.

4.11 Assurance processes will be in place to ensure that all procurement activity is transparent and proportionate, and that all bidders are treated equally and without discrimination throughout its processes.

4.12 Full details on the procurement approach and values is attached as Appendices to this report.

## 5 Alternative Option

5.1 Alternative option is that projects approach Cabinet for approval for each procurement activity requiring key decision approval. This would delay project starts and could impact on the delivery of projects within the timescale and budget.

## 6 Implications

<b>Resources:</b>	<p>Consultation with procurement services and internal resources are currently being explored to capture timeline of procurement requirements and to ensure resources are effectively managed and where possible, procurement can be merged to serve best value and minimise impact on resources.</p> <p>The Towns Fund represents an opportunity to attract £67.5m regeneration investment which has been conditionally offered by Government through 3 Town Deals.</p>
<b>Legal and Governance:</b>	<p>The Public Contract Regulations 2015 and the Council's Contract and Procurement Procedures will be adhered to. Procurement Services have been consulted and are supportive of the proposed recommendations</p>
<b>Risk:</b>	<p>Measures will be put in place to ensure that any risks identified during the procurement process are considered and mitigated to levels within the council's appetite for risk. Projects will await Government approval for funding prior</p>



	to entering into any contract. Advanced funding allocations which are S31 grant monies have been offered to projects to ensure that design works can proceed whilst awaiting Government approval. The Towns Fund represents an opportunity to attract £67.5m regeneration investment which has been conditionally offered by Government through 3 Town Deals.
<b>Equality:</b>	No implications
<b>Health and Wellbeing:</b>	There are no specific implications for health and wellbeing from this decision, however projects within the Towns Fund Programme will deliver health and wellbeing benefits and these were outlined as part of the Full Business Cases for each project.
<b>Social Value</b>	Social Value will be considered during the procurement process. The Towns Fund Programme involves an offer of £67.5m for Sandwell and social value requirements for each of the projects have been considered as part of the full business case development.

## 7 Appendices

Procurement approach and values

## 8 Background Papers

None

<END>

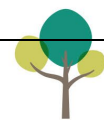


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## Appendix 1 – PROCUREMENT APPROACH REQUIREMENTS

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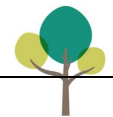
Project Title	Total Project Value	Procurement Of	Procurement Approach (including but not limited to )	Further Details (including but not limited to, as further design works may be required)	Estimated Contract value
Town Hall Quarter	£7.558m	Contractor (Design and Build)	SMBC Framework (CWM) managed by Urban Design and design works led externally.	Design services, surveys including, utility, ecological, desktop surveys (Please note – A joint design and build procurement approach for Town Hall and Retail Diversification Project is being considered)	£400,000
		Specialist Conservation Contractor	Open Tender	Specialist Conservation Contractor to complete all refurb and restoration works. This type of specialist contractor may sub-contract works out.	Depends on design up to £7,000,000
Retail Diversification Programme	£13m	Negotiation Consultant	SMBC Framework	Savills appointed as the negotiation team. Direct award through SMBC standard procurement process. Further negotiation support will be required to be procured on an ad hoc basis throughout the acquisition programme (which is anticipated to be complete Mar 23).	£129,500
		Construction and Fitout of new Indoor Market	CWM 2 or CWM R&M framework	Design and build contract to be procured using the existing CWM 2 or CWM R&M Frameworks, of which SMBC are a joint owner.	£1,910,550
		Pre-demolition Survey	SMBC Demolition Framework	Contracted via UDBS Frameworks	£138,732
		Demolition Contractor for all works.	SMBC Demolition Framework	Demolition Contractor would be Coleman's. (Assuming all premises is acquired) - Demolition Contractor for Queens Sq. (Sainsburys Parade) - Demolition Contractor for 151 - 165 High Street - Demolition Contractor for Indoor Market - Demolition Contractor for King Sq. Cinema	£2,499,346
		Construction contractor for Bull Street		Black Country Framework for Minor Works Lot 2	£416,858



Urban Greening	£1.220m	Contractor	SMBC Framework	1 main contractor via SMBC Highways Framework for minor works. (Contractor will sub contracted).	£1,034,000
Smethwick Connected	£3.872m	Contractor	Midlands Highways Alliance (MHA) Professional Services Framework and the MHA PSP3 Professional Services Short Contract and Civils Minor Works Construction Framework Agreement.	Delivery of Phases 2-5	Up to £3,872,000
Rowley Regis Connected	£1.500m	Contractor		Delivery of Phases 1-3	Up to £1,500,000
West Bromwich Connected	£1.100m	Contractor		Delivery of Phases 2-5	Up to £1,100,000
Ron Davis Centre Expansion	£0.360m	Construction Contractor	Open Tender	Procurement Services will support the Project Team with the Procurement Exercise.	£340,000
Grove Lane Regeneration	£4.350m	Demolition and Remediation Contract	Sandwell Demolition Framework (2019-2023).	The framework is an NEC4 contract utilising Options A, C and E. <ul style="list-style-type: none"> <li>• Option A – Period Contract with Activity Schedule. This is the mini-tendered option and is similar to a Lump sum contract.</li> <li>• Option C – Target Contract with an Activity Schedule. This is the Direct Award option and has an added option of early engagement with the contractor to develop the scheme together or undertake upfront surveys.</li> <li>• Option E – Emergency works.</li> </ul>	£1,414,000



Rolfe Street Canalside Regeneration	£2m	Demolition and Remediation Contract	Sandwell Demolition Framework (2019-2023).	The framework is an NEC4 contract utilising Options A, C and E. <ul style="list-style-type: none"> <li>• Option A – Period Contract with Activity Schedule. This is the mini-tendered option and is similar to a Lump sum contract.</li> <li>• Option C – Target Contract with an Activity Schedule. This is the Direct Award option and has an added option of early engagement with the contractor to develop the scheme together or undertake upfront surveys.</li> <li>• Option E – emergency works.</li> </ul>	£1,844,000
Britannia Park Community Hub	£2.488m	Contractors for Parks work packages	Landscape Term Tender framework and the Highways Term Tender Framework	Separate tender exercises may be required for some specialist items.	£410,000
		Contractor for specialist works	Open Tender	Specialist Works include Modular Build, Skate Park, Play and Fitness Area.	Car Park works (highways TT) - £500k  Playground £250k  Skatepark £200k  Modular Build £600k
Blackheath Bus Interchange	£4.296	Contractor	Midlands Highways Alliance (MHA) Professional Services Framework and the MHA PSP3 Professional Services Short Contract and Civils Minor Works Construction	Further details will be known following design and cost appraisal options being considered.	£2,500,000 civils work £200,000 design consultants



Framework Agreement.





## Report to Cabinet

18th May 2022

<b>Subject:</b>	Towns Fund Governance Structure – Phase 3
<b>Cabinet Member:</b>	Councillor Kerrie Carmichael Leader of the Council
<b>Director:</b>	Tony McGovern Director of Regeneration and Growth
<b>Key Decision:</b>	Yes
<b>Contact Officer:</b>	Rina Rahim, Towns Fund Programme Manager <a href="mailto:Rina_Rahim@sandwell.gov.uk">Rina_Rahim@sandwell.gov.uk</a>

### 1 Recommendations.

- 1.1 That Cabinet approve the updated governance arrangements relating to Phase 3 of the Towns Fund Programme.
- 1.2 That the Cabinet authorises that the Managing Director Commissioner, in consultation with the Leader of the Council, the Cabinet Member for Regeneration & Growth, and the Monitoring Officer, agree updates to Terms of Reference and arrangements for the Governance of the Towns Fund Programme in accordance with the Government's Towns Funds Guidance.
- 1.3 That delegated authority is extended for the Section 151 Officer & Director for Regeneration & Growth, in consultation with the Cabinet Member for Regeneration & Growth, to approve Towns Fund virements of above £250,000 or 1% of approved Gross Expenditure budget (whichever is greater).



1.4 That approval is given for an exemption from Part 5 Section 4.4 of the Financial Regulations to action 1.3 above.



## 2 Reasons for Recommendations

- 2.1 On 6th September 2019 it was announced that 101 Towns had been identified by Government to benefit from the Town Fund. In Sandwell, West Bromwich, Smethwick, and Rowley Regis were identified. A Town Investment Plan was submitted for each Town in October 2020 and in March 2021 Heads of Terms were offered and accepted for each Town.
- 2.2 Detailed guidance for the first phase of the Towns Fund was published in June 2020 which contained a number of specific requirements around the governance of the Towns Fund programme including the responsibilities of the Lead Council and the Town Deal Board, and the composition of the Town Deal Board.
- 2.3 Governance arrangements for the Towns Fund Programme were approved by Cabinet on 22 July 2020 (see Minute No 61/20) including confirmation of member appointments to the Sandwell Superboard and three Local Boards.
- 2.4 Following receipt of additional guidance from Government in December 2020 and April 2021, the Governance arrangements were updated and approved by Cabinet on 16 June 2021 to reflect the roles of the Superboard and Local Boards over Phase 2 and Phase 3 of the Towns Fund programme.
- 2.5 Cabinet also authorised that the Chief Executive, in consultation with the Leader of the Council, the Cabinet Member for Regeneration & Growth, and the Monitoring Officer, agree arrangements for the Governance of the Towns Fund Programme in accordance with the Government's Towns Funds Guidance







- 2.6 As Phase 2 – Completion of Full Business Case and submission to Government has been completed, Governance arrangements need to be updated to ensure that the structure is fit for purpose for Phase 3 – Delivery of the Towns Fund Programme.
- 2.7 On 24 November 2021, Cabinet approved delegated authority for the S151 Officer, Director of Regeneration & Growth in consultation with the Cabinet member to submit Project Summary documents to DLUHC following approval of Full Business Cases by the Assurance Panel. The project summary documentation includes financial profiles of projects until March 2026.
- 2.8 The Council’s Financial regulations state that any financial virements above £250,000 require Cabinet approval. This will impact on Towns Funds projects and poses a risk on deliverability to timeframe and budgets.
- 2.9 This report seeks the approval of updated Towns Fund governance arrangements and to extend delegate authority for project virements above £250,000, to be approved by the Section 151 Officer & Director for Regeneration & Growth, in consultation with the Cabinet Member for Regeneration & Growth.

**3. How does this deliver objectives of the Corporate Plan? (select relevant category and incl. narrative how deliver)**

	<p><b>Best start in life for children and young people</b>          There are no direct implications as a result of this decision however, projects within the Towns Fund areas will create new and improved facilities for young people including new education and learning spaces</p>
	<p><b>People live well and age well</b>          There are no direct implications as a result of this decision however projects within the Towns Fund areas will deliver new housing, new education spaces, improvements to community assets, public realm and green spaces, improvements to transport links, and will support the creation of new jobs and learning opportunities</p>



	<p><b>Strong resilient communities</b></p> <p>The Board membership is drawn from a range of organisations and sectors and provides input and direction to the Towns Fund programme at a strategic and local level.</p> <p>Projects within the Towns Fund areas will deliver new housing, new education spaces, improvements to community assets, public realm and green spaces, improvements to transport links, and will support the creation of new jobs and learning opportunities.</p>
	<p><b>Quality homes in thriving neighbourhoods</b></p> <p>There are no direct implications as a result of this decision, however, projects within the Towns Fund areas will deliver new housing and bring a range of improvements that support thriving neighbourhoods.</p>
	<p><b>A strong and inclusive economy</b></p> <p>There are no direct implications as a result of this decision, however, projects within the Towns Fund areas will deliver new jobs and learning opportunities. Improvements to transport connections will improve residents' ability to access key transport hubs and hence their access to employment and education prospects and will make a contribution to attracting and retaining businesses in Sandwell.</p>
	<p><b>A connected and accessible Sandwell</b></p> <p>There are no direct implications as a result of this decision, however, projects within the Towns Fund areas will deliver improvements in cycling and walking infrastructure, and transport connections.</p>

## 4. Context and Key Issues

- 4.1 In July 2020, Cabinet approved arrangements for the governance of the Towns Fund Programme.
- 4.2 To co-ordinate the three Towns Deals in Sandwell, an overarching Towns Fund Superboard was established with three Town-level Local Boards established as working groups of the Superboard.
- 4.3 Town Deal Boards are required to align with the Council's governance standards and policies. As such, the Terms of Reference Document and Governance Procedure Rules approved by Cabinet included a Code of Conduct, requirements for members of the Superboard and Local Boards to declare pecuniary and non-pecuniary interests, the



maintenance of a register of gifts and hospitality, and arrangements for the publication of Superboard papers and minutes.

4.4 The process for the Towns Fund Programme is:

**Phase 1 - Completed**

- Submission of Town Investment Plans (October 2020)
- Heads of Terms Agreement signed
- Town Deal Announced

**Phase 2- Completed**

- Development of Detailed Business Cases and approval from Superboard and Cabinet (following capital appraisal)
- Submission of Project Summary Documents by March 2022

**Phase 3 (current phase)**

- Release of Funding
- Delivery of Towns Fund Projects (by 2026)

4.5 The current model of the Superboard being supported by three Local Boards has been effective to date allowing the development of projects to Full Business Case through robust due diligence and assurance processes. Out of the 16 proposed projects, 3 projects have been approved by Government to date, with 13 further projects approved by the Assurance Panel and submitted to Government on 24<sup>th</sup> March 2022.

4.6 MHCLG Guidance (Dec 2020, Apr 2021 and Dec 2021) sets out the following requirements of the Boards and the Council:

- Phase 3 of the Programme (project delivery) - that the Town Deal Board should ensure an element of independent 'on-the-ground' monitoring of the deal delivery and act as a 'critical friend' throughout the programme lifecycle;
- Through project delivery, ensure regular catch ups with the Town Deal Board to enable the board to see through the town vision,



take ownership of their proposed projects and provide a level of accountability.

- The Town Deal Board should have an ongoing role and sight of decisions, the nature and degree of which should be agreed locally.

4.7 Whilst awaiting final project approvals from government, we have the opportunity to review the existing governance arrangements ensuring it remains fit for purpose to deliver the Town Fund Projects effectively, reflect on lessons learnt, and ensure compliance of government requirements as the programme enters Phase 3 – Delivery.

4.8 Monitoring and evaluation reports to DLUHC will be required on a 6-monthly basis. Projects will be required to submit quarterly returns for verification by the Accountable Body prior to submission of returns. These will also be collated to present project progress updates to the Local Boards including progress towards finance, outcomes, milestones as well as project change requests, risk management and any other programme related matters.

4.9 The current structure would require such reports to be presented to the three Local Boards for review, prior to presenting to the Superboard. As the focus now shifts to delivery phase, this process does not provide additional value and as such, the Board Chairs considered alternative governance structures, which would best serve the efficient reporting throughout the delivery phase.

4.10 An initial discussion with Chairs of the Local Boards and Superboard was undertaken on 24<sup>th</sup> March 2022, where it was proposed that the Superboard structure is disbanded, with the Local Boards inheriting the responsibilities of the Superboard ensuring compliance of Heads of Terms during the delivery phase.

4.11 The proposed changes include the following:

- Current Superboard members will be transferred over to the Local Boards as appropriate to ensure continuation of representation of key stakeholders (Appendix 1 Proposed membership)



- Superboard structure no longer being active.
- Update of Cabinet members roles will be required following May 2022 election as the structure has changed since June 2021
- Cabinet members will continue to have an open invitation to Local Boards.
- S151/delegated representative to have an open invitation to ensure compliance on behalf of Accountable Body.
- Chairs of Local Boards will convene regularly for collaboration and consistency of approach.
- Ongoing quarterly reports to be presented to the Elected Members Towns Meetings.
- Quarterly reports will continue to be presented to the Economy, Skills, Environment and Transportation Scrutiny Board to provide assurance that the programme is proceeding in line with Government requirements and agreed local assurance processes.

4.12 As the Local Boards have supported the development of projects, this structure will enable Local Boards to have continued involvement to monitor project progress against original Full Business Case proposals, review change requests and deal with any issues during the delivery phase.

4.13 Revision of the governance structure would also allow opportunity to refresh the membership of the Boards and update the Terms of Reference accordingly. Superboard and Local Board members have been consulted on the proposed governance structure and Terms of Reference with no objections being received.

4.14 A Superboard meeting was held on 3<sup>rd</sup> May 2022 whereby it was unanimously agreed that the Local Boards inherit the Superboard responsibilities and for this to take effect subject to Cabinet approval.

4.15 The proposed governance arrangements have been discussed with DLUHC and the Towns Fund Delivery Partner who are supportive of the revised structure.

4.16 As part of the governance structure, there is also requirement for project changes to be managed and reported to DLUHC. Project changes are inevitable during project lifetime which may include challenges which affect the original scope to agreed costs, schedule,



outcomes, and milestones. Management of such changes throughout the Towns Fund Programme is critical in ensuring value for money and maximisation of funds to Sandwell Towns.

- 4.17 Part 5 Section 4.4 of the Councils Financial Regulations state that any budget virements above £250,000, or 1% of the approved Gross Expenditure budget (whichever is greater), requires Cabinet approval.
- 4.18 This would require Towns Fund projects requiring virement between financial years, or between projects, presented to Cabinet for approval. This would pose a significant risk to the deliverability of projects and reporting requirements to DLUHC which may not coincide with Cabinet lengthy lead-in periods for report preparation and submission.
- 4.19 On 24 November 2021, Cabinet approved delegated authority for the S151 Officer, Director of Regeneration & Growth in consultation with the Cabinet member to submit Project Summary documents to DLUHC, which include the financial profiles of projects.
- 4.20 To manage the delivery phase of the Towns Fund Programme, it is proposed to extend delegated authority for the Director of Regeneration & Growth in consultation with the S151 Officer, Cabinet Member for Regeneration & Growth to approve virement requests above £250,000 prior to DLUHC submission for approval.
- 4.21 Exemption is sought from Part 5 Section 4.4 of the Financial Regulations in that this report proposes that delegated authority be given for Project Adjustment requests which are above £250,000 in value, without further Cabinet approval.
- 4.22 A proposed Scheme of delegation in relation to other project changes during the delivery phase are included as part of the Term of Reference (Appendix 2) for Local Boards and will be included in the Towns Fund Assurance Framework, which will be presented to the June 22 Cabinet for approval.





## 5 Alternative Option

- 5.1 Alternative proposals for governance could be implemented including different structural options which have been considered by Chairs. The proposed model of the Local Boards inheriting the responsibilities from Superboard will provide an ongoing consistent approach strengthening the governance arrangements to ensure effective engagement of stakeholders.
- 5.2 The proposed updated Terms of Reference within this report adhere with the Government’s Towns Fund Guidance which is a requirement to access the Towns Fund funding.
- 5.3 Cabinet approval for changes to financial profiles would delay the reporting to DLUHC and for project adjustments requests to be approved and implemented.

## 6 Implications

<b>Resources:</b>	<p>The resource implications associated with this decision are minimal as they are an update to the current governance arrangements and resources are already in place to support the Superboard and Local Boards in discharging their responsibilities.</p> <p>The Towns Fund represents an opportunity to attract £67.5m regeneration investment which has been conditionally offered by Government through 3 Town Deals.</p>
<b>Legal and Governance:</b>	<p>The approval of this Governance update will bring the Towns Fund governance arrangements up to date with current Towns Fund Guidance.</p>
<b>Risk:</b>	<p>This report and decision seek to ensure that there is clarity around the role of the Local Boards over Phase 3 of the Towns Fund and complies with government guidance and Accountable Body requirements.</p>
<b>Equality:</b>	<p>Local Board Membership is drawn from a range of organisations and sectors.</p>



	<p>The investment gained through the Towns Fund offers the opportunity for Towns to ‘level up’ and put in place building blocks for economic prosperity.</p> <p>Specific equality and diversity implications have been assessed both at Town Level and considered as part of the development of individual projects.</p>
<b>Health and Wellbeing:</b>	<p>There are no specific implications for health and wellbeing from this decision, however projects within the Towns Fund Programme will deliver health and wellbeing benefits and these were outlined as part of the Full Business Cases for each project.</p>
<b>Social Value</b>	<p>There are no specific social value implications relating to this decision. The Towns Fund Programme involves an offer of £67.5m for Sandwell and social value requirements for each of the projects have been considered as part of the full business case development.</p>

## 7 Appendices

- Appendix 1      Current Superboard membership and Proposed Local Board membership
- Appendix 2      Proposed Terms of Reference (Phase 3)

## 8. Background Papers

MHCLG Towns Fund Guidance, December 2020, April 2021, December 2021

End



## APPENDIX 1

## SUPERBOARD CURRENT MEMBERSHIP

Organisation	Representative	Comments
<b>Superboard members to be transferred to Local Boards:</b>		
Former President of Black Country Chamber of Commerce	Jude Thompson (Chair)	Transfer to all Local Boards as Vice Chair
Homes England	Jo Nugent	Transfer to all Local Boards
LEP/ Local Business Leader	Geoff Layer	Transfer to all Local Boards
MP (Halesowen and Rowley Regis)	James Morris	Transfer to Rowley Regis Local Board
MP (Warley)	John Spellar	Transfer to Smethwick Local Board
MP (West Bromwich East)	Nicola Richards	Transfer to West Bromwich Local Board
MP (West Bromwich West)	Shaun Bailey	Transfer to West Bromwich Local Board
SMBC Leader	Cllr Kerrie Carmichael	Transfer to all Local Boards
Transport for West Midlands	Sandeep Shingadia	Transfer to all Local Boards
<b>Superboard members who are already represented on Local Boards:</b>		
Sandwell Business Ambassador	Chris Hinson	Local Board Chair – West Bromwich
MI Glass	Alan Taylor	Local Board Chair – Smethwick
Black Country Housing Group	Adrian Eggington	Local Board Chair – Rowley Regis
WMCA	Gareth Bradford	Represented on all Local Boards
Sandwell Youth Parliament	Vacancy	Represented on all Local Boards
Police Representative	Keeley Bevington	Represented on all Local Boards
Sandwell College CEO	Graham Pennington	Represented on all Local Boards
SCVO CEO	Mark Davis/Geoff Foster	Represented on all Local Boards
Liberty Group	Phil Begley	Represented on Smethwick Local Board
<b>The following Cabinet members/portfolio holders will be updated following May 22 election:</b>		
SMBC Deputy Leader and Cabinet Member for Strong and Resilient Communities	Cllr Maria Crompton	Open invite for Cabinet members to all Local Boards
Cabinet Member for Regeneration & Growth	Cllr Iqbal Padda	
SMBC Cabinet Member for Governance and Democracy	Cllr Danny Millard	



## WEST BROMWICH PROPOSED LOCAL BOARD MEMBERSHIP

Organisation	Individual
Sandwell Business Ambassador	Chris Hinson - Chair
Albion Foundation	Rob Lake
Greets Green Community Enterprise	Wendy Brookfield
Kaleidoscope	Monica Shafaq
Multistory	Emma Chetcuti
SCVO	Leona Bird
Sandwell and West Birmingham CCG	Andrew Lawley
Sandwell College	Simon Griffiths
SMBC Town Lead Member	Councillor Steve Melia
The GAP Centre	Andrew Bent
West Bromwich African Caribbean Centre	Shane Ward
West Bromwich BID	Lisa Hill
West Midlands Police	Identified in line with rest days
WMCA Officer Level	Vacancy
YMCA	Luke Tyler
Young Peoples Representative	Danielle Hawthorne
SMBC Cabinet Member	Cabinet Member – Councillor Hartwell
<b>Transferred from Superboard</b>	
SMBC Leader	Cllr Kerrie Carmichael
Cabinet Member for Strong and Resilient Communities	Portfolio holder structure has changed - to be updated following election
SMBC Cabinet Member for Governance and Democracy	Portfolio holder structure has changed - to be updated following election
SMBC Cabinet Member for Regeneration and Growth	TBC/ Cllr Kerrie Carmichael
MP	Nicola Richards - MP West Bromwich East Constituency
Business Representative/Vice Chair	Jude Thompson
LEP representative	Geoff Layer
Homes England Representative	Jo Nugent
Transport for West Midlands	Sandeep Shingadia
<b>SMBC Representatives</b>	
Towns Fund Programme Manager	Rina Rahim
Towns Fund Programme Support Officer	Emma Parkes
Regeneration Manager	Jenna Langford
Director – Regeneration and Growth	Tony McGovern
Managing Director Commissioner	Kim Bromley-Derry
SMBC Monitoring Officer	Surjit Tour
Employment and Skills	Kelly Thomas
Regeneration Lead	Joshua Singh/ Alex Oxley
Service Manager for Culture and Tourism	Jane Lillystone
Interim Service Manager for Assets and Land	Chris Hilton



## SMETHWICK PROPOSED LOCAL BOARD MEMBERSHIP

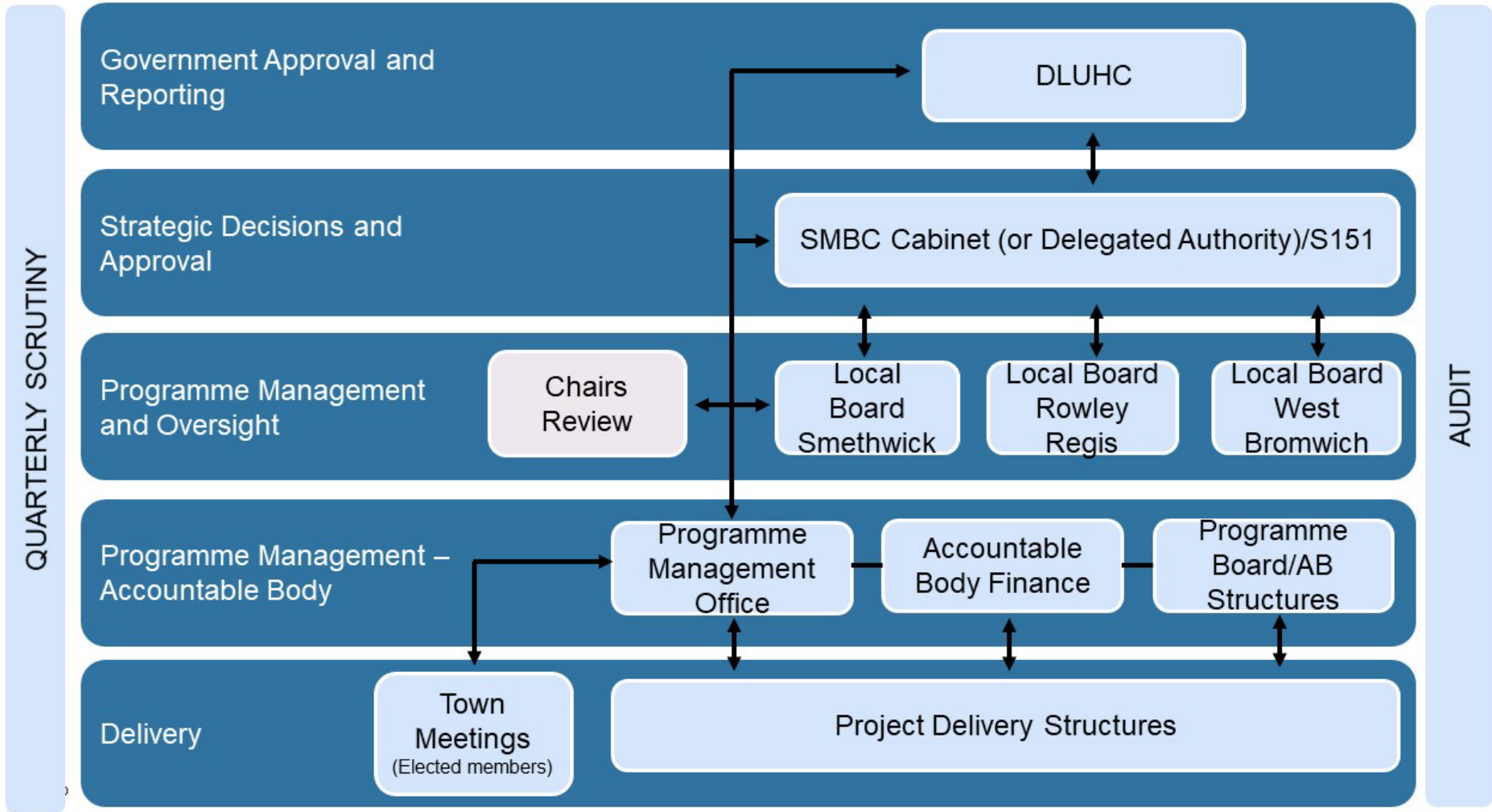
Organisation	Individual
MI Glass	Alan Taylor - CHAIR
Albion Foundation	Rob Lake
Brasshouse Community Centre	Jennifer Harrison
Business Representative	Omar Rashid
Guru Nanak Gurdwara	Jatinder Singh
Liberty Engineering	John Wood
Sandwell and West Birmingham CCG	Andrew Lawley
Sandwell College	David Holden
SCVO	Leona Bird
SMBC Town Lead Member	Councillor Farut Shaeen
West Midlands Police	Sgt Joanne Parke
WMCA Officer Level	Vacancy
Young People's representative	Muhammed Shabir
Young People's representative	Muskaan Iqbal
Smethwick Church Action Network	Gareth Brown
SMBC Cabinet Member	Councillor-Piper
SMBC Cabinet Member	Councillor Ahmed
<b>Transferred from Superboard</b>	
SMBC Leader	Cllr Kerrie Carmichael
MP	John Spellar - MP Warley Constituency
Business Representative/Vice Chair	Jude Thompson
SMBC Cabinet Member for Regeneration & Growth	Tbc/Cllr Kerrie Carmichael
Cabinet Member for Strong and Resilient Communities	Portfolio holder structure has changed - to be updated following election
SMBC Cabinet Member for Governance and Democracy	Portfolio holder structure has changed - to be updated following election
LEP representative	Geoff Layer
Homes England Representative	Jo Nugent
Transport for West Midlands	Sandeep Shingadia
<b>SMBC representatives</b>	
Regeneration Manager	Jenna Langford
Towns Fund Programme Manager	Rina Rahim
Towns Fund Programme Office/ Note Taker	Emma Parkes
Director – Regeneration and Growth	Tony McGovern
Managing Director Commissioner	Kim Bromley-Derry
SMBC Monitoring Officer	Surjit Tour
Director Town Lead	Vacant
Employment and Skills	Kelly Thomas
Regeneration Lead	Hayley Insley / Clinton Felicio
Service Manager for Culture and Tourism	Jane Lillystone
Interim Service Manager for Assets and Land	Chris Hilton



## ROWLEY REGIS PROPOSED LOCAL BOARD MEMBERSHIP

Organisation	Individual
Black Country Housing Group	Adrian Eggington - CHAIR
Agewell	Deborah Harrold
Cradley Heath Central Mosque	Mohammed Asif
Cradley Heath Community Link	Vacancy
Business Rep and Local Resident	Wayne Edwards
Grace Mary to Lion Farm Big Local	Helen Trueman
Murray Hall Community Trust	Manjula Patel
SCVO	Leona Bird
Sandwell and West Birmingham CCG	Andrew Lawley
Sandwell College	Ann Sheridan
SMBC Town Lead Member	Councillor Lorraine Ashman
SMBC Local Cabinet Member	Councillor Maria Crompton
SMBC Local Cabinet Member	Councillor Danny Millard
West Midlands Police	Attendance in line with rest days
WMCA Officer Level	Vacancy
Young People's Representative	Harvey Katarina
<b>Transferred from Superboard</b>	
SMBC Leader	Cllr Kerrie Carmichael
MP	James Morris - MP Halesowen and Rowley Constituency
Business Representative/Vice-Chair	Jude Thompson
SMBC Cabinet Member for Regeneration & Growth	Tbc/Cllr K Carmichael
LEP representative	Geoff Layer
Homes England Representative	Jo Nugent
Transport for West Midlands	Sandeep Shingadia
<b>SMBC Representatives</b>	
Towns Fund Programme Manager	Rina Rahim
Towns Fund Programme Support Officer	Emma Parkes
Director, Regeneration and Growth	Tony McGovern
Regeneration Manager	Jenna Langford
Managing Director Commissioner	Kim Bromley-Derry
SMBC Monitoring Officer	Surjit Tour
Employment and Skills	Kelly Thomas
Regeneration Lead	Alan Reynolds
Service Manager for Culture and Tourism	Jane Lillystone
Interim Service Manager for Assets and Land	Chris Hilton
Programme Support/ Note Taker	Jenny Bakewell





<END>







### 1. Purpose of Document

- 1.1 The purpose of this document is to outline the governance arrangements for Sandwell's Towns Fund Programme for Phase 3 and supersedes the Towns Fund Governance Arrangements agreed in July 2021 which was relevant to Phases 1 and 2.
- 1.2 It has been updated to reflect the next phases of the programme now that the Town Deals have been signed and to reflect the latest Towns Fund Guidance (released by MHCLG December 2020, April 2021 and December 2021).
- 1.3 The document includes Roles and Responsibilities, Code of Conduct for Board Members, Decision Making arrangements, Scrutiny arrangements, Transparency and Accountability and a List of Members of the three Local Boards

### 2. Context

- 2.1 Governance was provided to this programme through the Towns Fund Superboard and three Local Boards, and the Council as the Accountable Body for Phases 1 and 2.
- 2.2 For Phase 3 -Delivery, the work of the Local Boards will involve reviewing progress of the Towns Fund Programme and projects, assessing change requests and ensuring compliance with Heads of Terms. In accordance with the Towns Fund Guidance published June 2020 and updated guidance in, the Local Boards will each act as the Town Deal Board for their respective Towns.
- 2.3 MHCLG guidance outlines the following responsibilities for the Town Deal Board: -
  - 2.3.1 Phase 3 of the Programme (project delivery) - that the Town Deal Board should ensure an element of independent 'on-the-ground' monitoring of the deal delivery and act as a 'critical friend' throughout the programme lifecycle.
  - 2.3.2 Through project delivery, ensure regular catch ups with the Town Deal Board to enable the board to see through the town vision, take ownership of their proposed projects and provide a level of accountability.
  - 2.3.3 The Town Deal Board should have an ongoing role and sight of decisions, the nature and degree of which should be agreed locally.



### 3. Roles and Responsibilities

#### 3.1 Local Boards

3.1.1 The Local Board will be responsible for: -

- Leadership/ Direction - Provide strategic direction across all of the Town Deal Areas
- Coherent Governance - Ensure a coherent approach across all of the Town Deal Areas, maximising cross town initiatives where possible
- Consistency - Ensure interventions are not competitive across the Town Deal Areas and act to build the local economy
- Alignment to Strategic Priorities - Ensure alignment of projects to Local, Regional and National strategies
- Approve the Stakeholder Engagement Approach – ensuring that communities' voices are involved in shaping design and decision making at each phase of development, and ensuring diversity in its engagement with local communities and businesses
- Support and provide a steer (as required) to the Local Town Boards
- Upholding the Seven Principles of Public Life (Nolan Principles)
- Ensure compliance with Heads of Terms Agreements
- Have sight of and be consulted over project change requests
- Agree Full Business Cases and recommend them for appraisal and approval
- Act as a critical friend throughout the programme
- Fulfil any other duties and responsibilities required of the Town Deal Board by Central Government

3.1.2 The Chair of the Local Boards will be responsible for:

- Upholding the Seven Principles of Public Life (Nolan Principles)
- Leading the Local Boards to achieve its objectives, maintaining an overview of activity, and championing the supporting partnership working
- Ensuring that decision are made by the Board in accordance with good governance principles
- Signing the submissions to Government on behalf of the Local Boards

#### 3.2 Sandwell Council

3.2.1 Sandwell Council is the Accountable Body for Sandwell's Town Deal Programme.



### 3.2.2 Sandwell Council is responsible for: -

- Upholding the Seven Principles of Public Life (Nolan Principles)
- Developing a delivery team, delivery arrangements and agreements
- Ensuring that decisions are made by the Local Boards are in accordance with good governance principles.
- Ensuring transparency through the publication of agendas and minutes of the Local Boards on CMIS
- Developing agreed projects in detail and undertaking any necessary feasibility studies
- Undertaking any required Environmental Impact Assessments or Public Sector Equality Duties
- Monitoring and evaluating the delivery of Towns Fund projects and impact
- Submitting monitoring reports, as required
- Receiving and Accounting for the Town's Funding allocation and capacity funds
- Undertake business case assurance and sign off in line with local processes (approval from SMBC Cabinet)
- Engage with the Towns Fund Local Boards regarding project changes
- Proactively consult the Towns Fund Lead (MHCLG representative) on any potential changes to approved plans
- Ensure that all templates submitted to MHCLG are accurate and complete representations of current circumstances

## 4. Board Vacancies

4.1 **Local Board** - Vacancies occurring within the Local Boards are for the identified organisations to make an appointment to in line with their own governance procedures.

4.2 **Young People's Representatives** - Vacancies occurring in young people's representation at Local Boards will be identified and appointed to via the Sandwell Council Youth Service in consultation with the Chair of the Local Boards, as appropriate.

## 5. Code of Conduct

5.1 All Members of the Local Boards will sign the Councillor Code of Conduct which is based on the Seven Principles of Public Life (Nolan Principles) and contained within Article 13 of the Council's constitution.



5.2 Members of the Local Boards as a whole will be required to declare and register any gifts and/or hospitality which will be maintained by the Council.

## 6. Decision Making – Local Boards

6.1 The Council's Principles of Decision Making will apply to the Local Boards, as laid out in article 13 of the Council's Constitution. 'elected member' is taken to refer to Local Board member: -

6.1.1 Article 13.02 Principles:

- Proportionality (i.e. the action taken is proportionate to the desired outcome);
- Decisions are taken on the basis of due consultation and professional advice from officers (Decisions taken by elected members will be based on information provided in a written report prepared by the responsible officer/s);
- Respect for human rights and giving due regard to the Public Sector Equality Duty;
- A presumption in favour of openness (Reports will only be considered in private where they contain exempt information as defined in Schedule 12A to the Local Government Act 1972 (as amended) (see Part 4 Access to Information Rules – Rule 10);
- Clarity of aims and desired outcomes (The written reports submitted to elected members will contain a clear recommendation of the professional officer for every decision they are asked to take)

6.2 **Quorum** – the Local Boards will be considered quorate with one quarter of voting members present.

6.3 **Voting** – any matter will be decided upon by a simple majority of those members present in the room and eligible to vote.

6.4 **Confirmation of minutes** - The Chair presiding shall put the question that the minutes submitted to the meeting be approved as a correct record.

## 6.5 Declarations of Interest

6.5.1 Members shall be required to declare interests in accordance with any relevant statutory provisions and the Members' Code of Conduct as set out in Part 5 of the Constitution.



- 6.5.2 Where a Local Board member has a disclosable pecuniary interest or pecuniary interest in the business of the authority he/she must withdraw from the room or chamber where the meeting considering the business is being held unless the member has obtained a dispensation from the Council's Monitoring Officer.
- 6.5.3 Where a Local Board Member is nominated as the Lead Officer for a project and/or is involved in project delivery, they may attend the Local Board discussion relating to the project in the capacity of providing and presenting information but they may not participate in any deliberations or decision by the Local Board concerning that project.
- 6.6 In the event that Local Board wishes to move to a vote, any matter will be decided upon by a simple majority of those members present in the room and eligible to vote.
- 6.7 The Chair shall have a casting vote.

## **7. Scrutiny**

- 7.1 Scrutiny of Sandwell's Towns Fund Programme will be provided by the Council's Economic, Skills, Environment and Transport Scrutiny Board on a quarterly basis and through the critical friend challenge that will be provided by the Local Boards.

## **8. Transparency and Accountability**

### **8.1 Local Board Agendas and Minutes**

- 8.1.1 The Council will publish Local Board meeting agendas on Modern.gov 5 clear days before the meeting.
- 8.1.2 Draft minutes of the Local Boards will be published within 10 clear working days; and
- 8.1.3 Approved minutes of the Local Boards will be published within 10 clear working days

### **8.2 Member profiles**

- 8.2.1 Profiles of Local Board Members will be published on Modern.gov.uk



### 8.3 Conflicts of Interest

- 8.3.1 Members of the Local Boards will be required to declare any conflicts of interest (commercial, actual and potential). This will be maintained by the council in a declaration of interest register which will be managed by Sandwell Council.
- 8.3.2 Local Boards Members should take personal responsibility for declaring their interests before any decision is considered by the Local Boards. These will be formally noted within the published minutes of meetings of the Local Boards including action taken in response to any declared interest.
- 8.3.3 Local Board Members should take personal responsibility for declaring their interests prior to an item being discussed. These will be noted within the minutes including action taking in response to any declared interest. If any Member has any queries about their interests and the disclosure thereof, they should seek advice from the Monitoring Officer.

**(The following sections are proposed new additions to the Terms of Reference)**

### 9. The Boards relationship with Sandwell Council

- 9.1 In accordance to the government guidance, the Town Deal Board will have sight and endorse Accountable Body decisions in the delivery of the Towns Fund Programme. Sandwell Council will remain the Accountable body for any Town Deal funding that is received, and any other funding received in future in relation to Town Deal projects.
- 9.2 These Terms of Reference do not change, replace, substitute for or amend in any way the statutory powers or duties or other responsibilities of any of the people or organisations represented on the Sandwell Town Deal Boards.
- 9.3 The procurement policies of Sandwell Council will apply. Where external professional advice is required, consultants will be identified using the procurement policies of Sandwell Council and contracts will be entered into between Sandwell Council and the relevant organisation in accordance with Sandwell Councils policies and procedures including its contract procedure rules.
- 9.4 Where applicable, Sandwell Councils Cabinet will receive regular reports on progress of activities through regular performance monitoring.
- 9.5 Board Members shall make themselves available from time to time to meet Cabinet and / or Portfolio Holder and to attend meetings of the Council's Scrutiny Committee if invited.



9.6 The council's Data Protection Officer and the PMO will support the Board in dealing with any data protection questions. The councils framework can be found at [:Information Governance and Data Protection](#)

## 10. Membership

10.1 The Lead Council has responsibility for establishing the Town Deal Boards for the Towns Fund Programme.

10.2 The Local Boards will now assume responsibility for future governance under these Terms of References in consultation with the Accountable Body.

10.3 Membership will be reviewed annually and seek to continue to be representative of a diverse range of sectors, skills and interests in Sandwell in order for the Sandwell Towns Boards to be a valuable resource to draw on at all stages of the Town Investment Plan implementation.

10.4 Advisors – Advisors are invited by Board Members and participate in the meetings but will have no voting rights or ability to make decisions on behalf of the Board.

10.5 S151 Officer – Sandwell Council is the Accountable Body for the Town Board. The Council's S151 Officer or substitute will have a standing invite on the Local Boards to ensure compliance with all necessary financial regulations.

10.6 These terms of reference may be reviewed and modified at any time in consultation with the Managing Director Commissioner, Leader of the Council, the Cabinet Member for Regeneration & Growth and Director of Law and Governance

## 11. Scheme of Delegation

11.1 The Scheme of delegation in relating decision making are included as an annex to these Terms of Reference.

11.2 A decision which is made in contravention of the process will be invalid based on non-compliance unless the Local Board has given prior approval for variation in the decision-making process.

11.3 Any financial decision must be signed off by Sandwell's S151 Officer as the Accountable Body. The Council's S151 Officer will ensure compliance with all necessary financial regulations, in order to protect the Accountable Body and ensure proper administration of all financial affairs.



- 11.4 The Chair of the Local Board can decide to convene a meeting where decisions need to be considered by the Local Boards which does not fit within the timeframe of the scheduled meetings. Where possible, the standard notice period will apply for any such meeting.
- 11.5 Where a meeting cannot be convened, urgent decisions can be endorsed by the Local Board through a written procedure.
- 11.6 Only in the most exceptional circumstances might it be considered necessary and appropriate for a matter of strategic importance usually reserved to the Main Board to be decided through this procedure. This will apply where a project cannot continue without a decision being approved, therefore posing a significant risk to project deliverability. This includes, but is not limited to:
- a) Time limited reallocation of funding
  - b) Changes to Heads of Terms
  - c) Changes to Mandatory Indicators and financial profiles
- 11.7 Written/Urgent Procedure:
- 11.7.1 Following consideration by Director of Regeneration and Growth/S151 Officer, a report in the usual meeting format and including reasons for urgency, will be circulated to the Chair/Vice chair to consider whether, due to the urgent nature of the decision to be made, it is necessary and appropriate for the decision to be made before the next meeting.
- 11.7.2 The Chair/Vice Chair may consult with Director of Regeneration and Growth /S151 Officer or other officers to provide further information where required.
- 11.7.3 Within 5 working days of the report being presented, the Chair/Vice Chair will inform whether the decision is endorsed on behalf of the Board.
- 11.7.4 For transparency the report, reasons for urgency, and decision will be presented to the next Local Board meeting.

## 12. Objections following Consultations

- 12.1 Project Leads will present any objections that have been received following consultation on Towns Fund projects to the Local Boards. The Local Board will consider the objections and alternative options prior to making a decision in consultation with the appropriate Cabinet member.





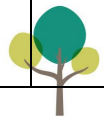
- 12.2 In the event that a decision cannot be agreed between Local Board and Cabinet member, a separate meeting will be held with the Leader, Cabinet Member, Chair of Local Board and Director of Regeneration and Growth to discuss/resolve difference of view.
- 12.3 The project will not proceed in the delivery phase until a decision has been made.



## Annex 1

Type of Variation	Scale of Variation	Action Required	Requires Local Board endorsement?	Delegated Authority to approve	Approval required from DLUHC	Action following DLUHC approval
<b>Heads of Terms</b>	Any Changes to the Heads of Terms	Submit Project Adjustment Request	Yes	Director of Regeneration & Growth in consultation with Cabinet Member and S151 Officer  *(subject to May 22 Cabinet approval)	Yes  S151 sign off required	Issue Deed of Variation
Financial	A decrease/increase of <b>grant funds</b> to be drawn down by the project which is less than £250,000					
	A decrease/increase of <b>grant funds</b> to be drawn down by the project which is greater than £250,000					
	Any decrease of match funding					
	An increase in the match funding cost of the project without impact to the agreed funding for the project, the outputs/ outcomes or project completion	Update PMO	n/a	Towns Fund Programme Manager	No	Issue Re-profile letter Report to Local Board
Time/ Schedule	Slippage of milestones with no effect on total grant, completion date, outputs/outcomes	Update PMO	No	Towns Fund Programme Manager	Tbc	Issue Re-profile letter Report to Local Board
	Slippage of outcomes and/ or grant claim profile, requiring re-profiling across future financial years with no overall change to project	Submit Project Adjustment Request	Yes	Director of Regeneration & Growth in consultation with S151 Officer*	Yes S151 sign off required	Issue Re-profile letter Report to Local Board
Outcomes/Outputs	An increase in the outputs and outcomes of the project.	Quarterly reporting by project lead	No	Towns Fund Programme Manager	No	Report to Local Board
	Any decrease to Mandator indicators outputs and outcomes of the project.	Submit Project Adjustment Request	Yes	Director of Regeneration & Growth, in consultation with S151 Officer and Cabinet Member	Yes S151 sign off required	Issue Deed of Variation
	Any decrease to Local Measures	Submit Project Adjustment Request	Yes	Director of Regeneration & Growth	Tbc	Issue Re-profile letter
Other	Changes to project contact information, administrative errors and others which have no impact to approved outcomes, outputs or grant.	Inform Project Lead/PMO	No	Towns Fund Programme manager	Tbc	Update documentation and Local Board where applicable

End





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## Report to Cabinet

**18 May 2022**

<b>Subject:</b>	Procurement of a Wrap Around Service
<b>Cabinet Member:</b>	Cabinet Member for Adults, Health and Wellbeing Cllr Hartwell
<b>Director:</b>	Director – Adult Social Care Rashpal Bishop
<b>Key Decision:</b>	Yes - the financial threshold of £250,000 applies to the decision
<b>Contact Officer:</b>	Daljit Bhangal Operations Manager <a href="mailto:daljit_bhangal@sandwell.gov.uk">daljit_bhangal@sandwell.gov.uk</a>

### 1 Recommendations

- 1.1 That the Director of Adult Social Care be authorised to complete a procurement exercise for the delivery of a Wrap Around Service for a contract term from 6 November 2022 to 5 November 2023, with an option to extend for a further one- year period from 6 November 2023 to 5 November 2024.
- 1.2 That the Director of Adult Social Care be authorised to award and enter into Agreements with all successful bidders, on terms to be agreed with the Director of Adult Social Care, for the provision of a Wrap Around service to commence on 6 November 2022 to 5 November 2023, with an option to extend for a further one- year period from 6 November 2023 to 5 November 2024.





- 1.3 That the Director - Law and Governance and Monitoring Officer, or their designated representative, execute any documents necessary within a reasonable time to give effect to the proposal in recommendation 1.2 for the provision of a Wrap Around service.
- 1.4 That any necessary exemptions be made to the Council's Procurement and Contract Procedure Rules 2018-19, to allow the Director of Adult Social Care to award contracts to the successful tenderer(s) in relation to 1.2 above.

## 2 Reasons for Recommendations

- 2.1 There is a current contract in place with Universal Care Ltd that expires 5<sup>th</sup> November 2022 and there is no extension option available and therefore the approval to commission a new service will ensure there is another service that can be used to provide a Wrap Around response from 6 November 2022.
- 2.2 The model will continue to create a more stable and streamlined approach for workers and access to an emergency Wrap Around service to enable admission avoidance or support step down from hospital and reduce the over reliance on bed-based services.
- 2.3 The Wrap Around service provides fast access (within 1 hour) to domiciliary care support at home for up to 72 hours.

## 3 How does this deliver objectives of the Corporate Plan?

	<p>People live well and age well</p> <p>A Wrap Around service will support people to live longer, healthier lives and maintain independence to remain in their own home with the care and support they need.</p>
	<p>A strong and inclusive economy</p>



Given the nature of the service and delivery of it to vulnerable people who reside in Sandwell, the successful organisations are very likely to employ people from the local area, supporting the local economy.

## 4 Context and Key Issues

- 4.1 There are competing challenges to the health and care system which means that not replacing the existing Wrap Around service would be imprudent and mean that the delivery of joint priorities would be detrimentally impacted.
- 4.2 Those challenges include the expectations of the Hospital Discharge Policy and Operating Model in relation to Discharge to Assess where transfers of care from hospital should happen when someone is 'medically optimised', and which sets out the principles of 'Home First' instead of moving individuals to a bed-based service. An individual being medically optimised instead of being declared medically fit suggests that people may need more intensive support when they are discharged which includes putting in a night sit for a finite period (up to 72 hours) to provide additional oversight to inform future care and support. Without a night sitting service during this crucial 72-hour period, vulnerable people may be at risk of harm, and therefore the service will provide an additional safety net while they recover from their hospital stay and maximise their opportunity for recovery and mitigate readmission back to hospital.
- 4.3 The Wrap Around service is one that the Council has commissioned since April 2020 to ensure initially that care homes had access within a short period of time to carers during the pandemic should they have high numbers of staff absence. However, the care homes during the first wave of the pandemic were able to manage their own crisis and therefore the service was diverted, successfully, to provide support to people in their own homes. It enables people with or without assessed needs under the Care Act to have access to a short-term provision (up to 72 hours) to support them to continue to live independently in the community or prevent a hospital admission whilst longer term needs are being assessed.



- 4.4 The Council has commissioned the current contract as a spot contract. This opportunity was advertised in which the Council sought to establish a contract with 3 Providers, but following the tender process, only one was successful (Universal Care Ltd). The current contract is for a Rapid Response service, however as there are similar services that provide a rapid response, for example the current Promoting Independence Pathway (PiP) domiciliary care service, going forward, the service will be entitled Wrap Around to ensure there is a better distinction, as well as to mitigate confusion.
- 4.5 Between 1 January 2021 – 3 January 2022 the service has been utilised 110 times, totalling 5442 domiciliary care hours, with referrals coming from the following areas;
- Community Social Work Teams
  - iCares community therapy team
  - Community Brokerage
  - Hospital 2 Home Team
- 4.6 Prior to this contract, a block contract was in place for a contingency carers service which paid a retainer for a set number of carers to be able to be called upon at short notice by care home providers, should they be needed. However, initially it was not being used for this purpose. The service scope was therefore expanded to allow community crisis to be supported, and while it attracted some referrals, due to there being limited knowledge of its availability (despite information being shared with potential referrers), usage remained low. It was therefore not considered a block contract could be justified when it was procured again as it gave guaranteed funding without an evidenced basis of need and a spot contract was established instead for the current supplier. It is proposed that a further spot contract is established for up to 6 providers, which provides some depth in availability should there be issues of capacity/availability.





- 4.7 The Wrap Around service would continue to be part of a portfolio of services within the Adult Social Care Promoting Independence Pathway (PIP). The STAR in-house service continues to take on hospital discharge domiciliary care packages, and where there is no capacity, the Block PIP contracts can be used to commission packages of care. Where there is no capacity within STAR or Block PIP Contracts; Community Care Framework Contracts or the Council's Approved List, and where there is a need for urgent short-term support, the proposed Wrap Around service contract, would be called upon to support.
- 4.8 The Wrap Around service would also support service users who would have previously been admitted to a short term residential EAB placement, and who instead are able to be discharged home with more intensive short- term support.
- 4.9 The Wrap Around service has recently been embedded into the Discharge to Assess process and utilised as part of Pathway 1 and diversion from people needing Pathway 2. The expectation is that referrals will increase via this route as key workers across the health and social care system become more familiar with the service.

## Consultation

- 4.10 No recent market engagement has been carried out, however an exercise was done in 2021 seeking feedback from all domiciliary care providers contracted with at the time. It is not considered that the feedback received then would change to any significant extent now.
- 4.11 Although only 5 providers responded to the consultation it is broadly reflective of how the sector views such a service. The feedback received at the time in relation to how this service should be modelled was as follows:
- SPOT purchase at a higher rate than the standard domiciliary care framework rate– 3 Providers said this would work, at higher rates quoted between £15.16 and £25 per hour. One Provider did not



respond. One Provider said the spot model would not work as Providers would need a separate team.

- Standard rate is paid plus a call out fee – 3 Providers did not agree this could work. One said yes with a £35 one off payment. One Provider said maybe, but considered it was difficult to sustain.
- Block contract option – 4 Providers preferred this option to ensure carer availability.
- Variation to existing contract – no change to rates. 4 Providers did not favour this option as it is difficult to plan staff rotas within financial restrictions.

4.12 Providers who had verbally expressed an interest in delivering this service prior to the tender for the current service being advertised, but who subsequently did not bid, indicated there were staffing issues that prevented them from bidding. Other providers suggested the contract is not structured in a way that is attractive and would lend itself to more interest if it was block paid on guaranteed volumes.

### Proposed Model

4.13 The current contract was predicated on the expectation that there are likely to be three tiers of support to people in the community as follows:

**Tier One** – people will go through scheduled care from either the Block PiP, STAR or Community Care Framework. This is already funded through existing contracts or in-house provision.

**Tier Two** – people will receive scheduled care from either the Block PiP, STAR or Community Care Framework and need continuous night support for up to 72 hours. The day support under this tier is already funded through existing contracts or in-house provision.

**Tier Three** – people will require the proposed service i.e. continuous day and night support for up to 72 hours before scheduled care takes over.



4.13 The actual usage for a one-year period from 1 January 2021 to 31 January 2022 has been 5442 hours for 110 service users at a cost of £93,500.

4.14 The following table provides a breakdown of how the service has been used since April 2020 to 31<sup>st</sup> December 2021. Data has not been included after December 2021 because returns are still being submitted and data reconciliation has not been completed;

	28 April 2020 – 26 Oct 2020	6 Nov 2020 – 5 Nov 2021	6 Nov 2021 to 31 <sup>st</sup> December
	Proline	Proline	Universal (and Proline as contingency)
How was the service used?	Used 23 times equating to 2.5 cases per month or 0.58 cases per week	Used 59 times equating to 4.91 cases per month or 1.13 cases per week	Used 37 times equating to 12.33 cases per month or 2.85 cases per week
How long are interventions for?	Number of days 81 and average of 3.52 days per person	Number of days 138.1 and average of 2.34 days per person	Number of days 86.2 and average of 2.32 Days per person

4.15 It is clear during the contract between November 2020 and November 2021 that knowledge and awareness, despite information sharing, was lacking and therefore referrals were not made until towards the end of the contract term. It is hoped that the continued change in culture by system colleagues, which is now being evidenced, will enable Home First to be firmly embedded. This supports a shift from traditional residential bed-based support to people returning home with more intensive care and support.



4.16 It is proposed that a spot purchased contract is procured, with no guarantees of work to mitigate modelling limitations. Key aspects of the service are:

Service provided across 7 days –

DAY (8am – 10pm)

Standard domiciliary care rate + £100 call out fee

NIGHT (10pm – 8am)

Standard domiciliary care rate + 20% + £100 call out fee (2 carers for the first call until risk assessment is completed)

4.17 The rates to be reviewed annually alongside the standard domiciliary care rate.

4.18 The expectation is that the provider would respond to the referral and be at the required location within 1 hour to provide up to 72 hours support.

## 5 Alternative Options

5.1 The table below identifies several options in relation to this service. Option 6 is recommended as the preferred option because the service is in its infancy and has the potential to have increased referrals, but an accurate picture of demand to some extent is unknown at this stage as D2A continues to embed. It is therefore recommended that a one- year contract, with an option to extend for a further year is established for up to 6 providers based on an additional 25% of referrals as received in November 21 and December 21. By establishing a one plus one- year contract from November 22, further analysis can be undertaken of referral patterns in order to commission a longer term service that is based on data that better predicts referral numbers from 2024.

	Option	Cost	Pro's	Cons
1	Recommission the service with 6 providers for a	£520,560 (subject to usage) +	- Allocate one Primary Provider to each town.	- Workers will potentially have to contact all 6



	Option	Cost	Pro's	Cons
	term of 3 years paid for on a spot basis as per November 21 and December 21 referral data	annual uplift of rates	<ul style="list-style-type: none"> <li>- All Providers will also work across the Borough as cover.</li> <li>- Only pay for usage.</li> <li>- Increase the number of service users remaining at home</li> <li>- Commissioning with 6 providers allows more Provider capacity/availability.</li> </ul>	<ul style="list-style-type: none"> <li>- Providers before establishing availability.</li> <li>- Contingency arrangements may be required if none of the 6 have availability</li> <li>- No guaranteed availability as contract is structured as spot</li> </ul>
2	Recommission a spot with one provider for 3 years according to November 21 and December 21 referral data	£520,560 (subject to usage) + annual uplift of rates	<ul style="list-style-type: none"> <li>- Only one point of contact.</li> <li>- Only pay for usage</li> </ul>	<ul style="list-style-type: none"> <li>- Limits the capacity</li> <li>- Contingency arrangements will need to be put in place in the highly likely event one provider can't meet demand</li> <li>- Delay in timeline to respond to crisis if only provider contracted with has no capacity</li> <li>- Increased referrals to bed-based services as a result of a lack of availability</li> <li>- Increased length of hospital stays because of limited capacity.</li> </ul>



	Option	Cost	Pro's	Cons
				<ul style="list-style-type: none"> <li>- No guaranteed availability as contract is structured as spot</li> </ul>
3	Recommission the service with 6 providers on a block basis for 3 years according to November 21 and December 21 referral data	£520,560 (subject to usage) + annual uplift of rates (includes call out fee)	<ul style="list-style-type: none"> <li>- Allocate one Provider to each Town</li> <li>- All Providers will also work across Borough as cover</li> <li>- Guaranteed capacity within each town</li> <li>- Increase the number of service users remaining at home with more Provider capacity/availability.</li> <li>- Guaranteed hour contracts for staff.</li> </ul>	<ul style="list-style-type: none"> <li>- Demand may not materialise to the extent 6 providers are used consistently, and then can disincentivise providers to hold capacity and the service can become unreliable</li> <li>- Lack of value for money as paying for a service not used</li> </ul>
4	Recommission a block with one provider for 3 years	£520,560 (subject to usage) + annual uplift of rates (includes call out fee)	<ul style="list-style-type: none"> <li>- Guaranteed capacity</li> <li>- Increase the number of service users remaining at home with more Provider capacity/availability.</li> <li>- Guaranteed hours contracts for staff</li> </ul>	<ul style="list-style-type: none"> <li>- Capacity may be an issue if volume of referrals is higher than expected</li> <li>- Although paid in block, staff retention can be difficult if referrals are inconsistent.</li> <li>- Lack of value for money if not used</li> </ul>
5	Recommission on a block	£520,560 if referrals are	<ul style="list-style-type: none"> <li>- Guaranteed capacity</li> </ul>	<ul style="list-style-type: none"> <li>- Staff retention difficult where</li> </ul>



	Option	Cost	Pro's	Cons
	retainer basis with SPOT purchased hours for 3 years based on 3 carers retained	made inclusive of £50 per day per carer + annual uplifts of rates  If no referrals are made £164,250	<ul style="list-style-type: none"> <li>- Only one point of contact</li> <li>- Increase the number of service users remaining at home with more Provider capacity/availability</li> <li>- We only pay for what hours we use</li> </ul>	<ul style="list-style-type: none"> <li>- there are no hours offered</li> <li>- If all 3 retained staff are utilised, contingency arrangements will have to be made if there are more referrals received</li> </ul>
6	Recommission with 6 providers on a spot basis for one year plus one year according to November 21 and December 21 referral data + 25%	£347,040 + uplift of rates (includes call out fee)	<ul style="list-style-type: none"> <li>- Same as option 1</li> <li>- Setting the budget to 12 referrals each month across the year plus 25% will allow for any increases to referrals as the service continues to be embedded and ensures that the necessary approvals are in place should that be necessary</li> </ul>	<ul style="list-style-type: none"> <li>- Same as option 1</li> </ul>
7	Allow the contract to cease	£0	<ul style="list-style-type: none"> <li>- No cost of continuing a contract but costs to the system of a lack of service.</li> <li>- No pressure on Providers to respond to crisis within this service.</li> </ul>	<ul style="list-style-type: none"> <li>- There are no other services that offer up to 72 hour Emergency support to include night sits where required within an hour of contact, creating a</li> </ul>



	Option	Cost	Pro's	Cons
				<p>gap in the market.</p> <ul style="list-style-type: none"> <li>- Increase in community crisis leading to higher rates accepted (approved list)</li> <li>- Increase to bed based services or length of hospital stay or new admission.</li> <li>- Reduced support for a person to remain/go home.</li> </ul>

## 6 Implications

<p><b>Resources:</b></p>	<p>The service has been agreed by the Joint Partnership Board to be funded by the Better Care Fund.</p> <p>Based on the number of referrals in November 21 and December 2, increased by 25%, the cost of a one year plus one-year contract is estimated to be £347,040 subject to referrals being received that match predictions, plus an uplift to fee rates (see Appendix 1).</p> <p>Packages of care commissioned will be paid for on an agreed set rate on a 'spot' basis, therefore there will be no guaranteed volume of service commissioned from prospective providers and the Council will only pay for what has been delivered plus a call out fee.</p>
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	<p>The rates will be reviewed annually in line with the standard domiciliary care rate.</p> <p>There are no anticipated human resource implications for the Council arising from the award of the Agreement.</p> <p>There are no implications for the Council's material assets.</p>
<p><b>Legal and Governance:</b></p>	<p>The Council has responsibilities under the Care Act 2014 to assess people who appear to have care and support needs and provide or commission services to meet these needs. The service proposed to be commissioned will support people to remain living in their own homes and avoid unnecessary admissions to hospital.</p> <p>The service proposed to be contracted falls under the Light Touch Regime of the Public Contracts Regulations (PCR) 2015 which allows for greater flexibility for how a procurement is run. However, while there is greater flexibility, the aggregate value of the Contracts will exceed the PCR15 Light Touch Threshold. A fully compliant tender process will be undertaken in accordance with both the Council's Procurement and Contract Procedure Rules and the Public Contracts Regulations 2015.</p> <p>The Council's Procurement and Contract Procedure Rules require Cabinet to approve award of contracts for the estimated value of the service and this paper seeks such authority.</p> <p>The procurement documentation will be agreed with legal representatives before the opportunity is put out to market.</p>
<p><b>Risk:</b></p>	<p>If the service is not procured there will remain a cohort of people who may end up in hospital or residential care because of a lack of a Wrap Around service,</p>



	<p>which means that the delivery of partnership priorities will be challenged.</p> <p>The risks identified in the separately completed Risk Assessment include;</p> <ul style="list-style-type: none"> <li>- Approval not achieved</li> <li>- The number of bids received being below the number required</li> <li>- Lack of interest from the market</li> <li>- Service mobilisation and service delivery</li> <li>- Continuity of service and market forces, including Covid</li> <li>- Lack of Performance Monitoring</li> </ul> <p>These risks have been assessed and sufficient actions have been identified in a separate risk assessment, to ensure the risks are mitigated to an acceptable level. It is considered that sufficient mitigation is in place so that the proposed contracts deliver against the specification. There are no red risks identified.</p>
<b>Equality:</b>	<p>An Equality Impact Assessment has been undertaken, there are no negative or adverse impacts on any protected groups.</p>
<b>Health and Wellbeing:</b>	<p>The recipients of the Wrap Around service will be supported and cared for to remain in their own homes and remain as independent as possible for as long as possible.</p> <p>To support the easing of pressure on acute hospitals through admission avoidance. This service is required to assist vulnerable people through the provision of timely care and support in their own homes.</p> <p>Given the nature of the service and delivery of it to vulnerable people who reside in Sandwell, the successful organisation is likely to employ people from the local area, supporting the local economy.</p>



<b>Social Value</b>	<p>Providers of the Wrap Around service do not need to be based in Sandwell. Providers are supported and encouraged to recruit locally and engage with Colleges/Universities, and to procure local goods and services so support local communities.</p> <p>Social value has a fixed minimum % amount in the tender scoring process to allow the impact to be crucial to the outcomes.</p>
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**7. Appendices**

See Appendix 1

**8. Background Papers**

Nil



# Appendix 1

## Annual cost of the Wrap Around Service

- Costs based on £16 per hour day rate and £19.20 per hour night rate.
- Worked out on current usage and data collected in respect of 12 people referred per month + 25% going through the system. Cost based around 10 hours per night (10pm to 8am) and 14 hours per day (8am to 10pm)
- 12 people referred a month is broken down into 8 people having Tier 2 hours and 4 people having Tier 3 hours

Costs based on £16 per hour day rate and £19.20 per hour night rate over a 72 hour period.

<b>Tier 2</b>	<b>Rate/Fee</b>	<b>Hours</b>	<b>People</b>	<b>Total</b>	
42 day hours only	£ 16.00	42	120	£	80,640.00
Call out fee	£ 100.00		120	£	12,000.00
				<b>£</b>	<b>92,640.00</b>

<b>Tier 3</b>	<b>Rate/Fee</b>	<b>Hours</b>	<b>People</b>	<b>Total</b>	
42 day hours	£ 16.00	42	60	£	40,320.00
30 night hours	£ 19.20	30	60	£	34,560.00
call out fee	£ 100.00		60	£	6,000.00
				<b>£</b>	<b>80,880.00</b>

Total 180 £ 173,520.00 per annum



# Equality Impact Assessment Template

Please complete this template using the [Equality Impact Assessment Guidance document](#)

**Version 4: January 2019**

Title of proposal (include forward plan reference if available)	Procurement of a Wrap Around service
Directorate and Service Area	Adult Social Care Commissioning
Name and title of Lead Officer completing this EIA	Daljit Bhangal
Contact Details	<a href="mailto:daljit_bhangal@sandwell.gov.uk">daljit_bhangal@sandwell.gov.uk</a>
Names and titles of other officers involved in completing this EIA	
Partners involved with the EIA where jointly completed	
Date EIA completed	March 2022
Date EIA signed off or agreed by Director or Executive Director	
Name of Director or Executive Director signing off EIA	Rashpal Bishop
Date EIA considered by Cabinet Member	

**See [Equality Impact Assessment Guidance](#) for key prompts that must be addressed for all questions**

## **1. The purpose of the proposal or decision required (Please provide as much information as possible)**

The Council has a contract for the provision of a rapid response/wrap around service to enable admission avoidance or support step down and reduce the over reliance on bed-based services.

On 21 August 2020 the Government published its Hospital Discharge Policy and Operating Model which provides a clear direction around the requirements placed on commissioners to support transfers of care, with a 'Home First' ethos required. The expectation is that 95% of people are expected to be discharged home, with some 45% of those requiring support. Further, 4% are expected to access a short-term bedded facility for intermediate care before returning home, with only 1% expected to access a care home direct from hospital.

The Policy directs that people without complex care needs should expect to go home on the same day they are judged to be medically optimised, and therefore it is expected that there is sufficient provision available to support delivery of this objective; the proposed contracts will enable this objective to be achieved.

An individual being medically optimised instead of being declared medically fit suggests that people may need more intensive support when they are discharged which includes putting in a night sit for a finite period (up to 72 hours) to provide additional oversight to inform future care and support. Without a night sitting service during this crucial 72-hour period, vulnerable people may be at risk of harm, and therefore the service will provide an additional safety net while they recover from their hospital stay and maximise their opportunity for recovery and mitigate readmission back to hospital.

The contracts proposed support the Council in securing optimum use of hospital provision by supporting timely discharges for individuals for whom the Council has a statutory duty, as well as reducing hospital admissions or admissions to residential care.

## **2. Evidence used/considered**

- The new Hospital Discharge Operating model policy directive
- Usage of existing services and the current service
- Commissioning discussions with system partners about the need for such a service
- Operational meetings with discharge leads

### **3. Consultation**

Commissioners have consulted with stakeholders across the health and social care system for their view on the provisions proposed and all are supportive of the proposal.

### **4. Assess likely impact**

Service users will continue to receive a more responsive service than if the provision was ended and will ensure they can continue to remain in their own home or be discharged quicker to their own home.



**4a. Use the table to show:**

- Where you think that the strategy, project or policy could have a negative impact on any of the equality strands (protected characteristics), that is it could disadvantage them or if there is no impact, please note the evidence and/or reasons for this.
- Where you think that the strategy, project or policy could have a positive impact on any of the groups or contribute to promoting equality, equal opportunities or improving relationships within equality characteristics.

Protected Characteristic	Positive Impact	Negative Impact	No Impact	Reason and evidence (Provide details of specific groups affected even for no impact and where negative impact has been identified what mitigating actions can we take?)
	✓	✓	✓	
<b>Age</b>	✓			<p>The proposed contracts will provide a service to enable individuals to return home quickly with a package of wrap around care following hospital admission or avoid an admission to hospital.</p> <p>The age criteria will remain unchanged.</p>
<b>Disability</b>	✓			<p>The proposed contracts will provide a service to enable individuals to return home quickly with a package of wrap around care following hospital admission or avoid an admission to hospital.</p> <p>The disability criteria will remain unchanged.</p>

<b>Gender reassignment</b>			✓	<p>The proposed contracts will provide a service to enable individuals to return home quickly with a package of wrap around care following hospital admission or avoid an admission to hospital.</p> <p>There is no change relating to this characteristic.</p>
<b>Marriage and civil partnership</b>	✓			<p>The proposed contracts will provide a service to enable individuals to return home quickly with a package of wrap around care following hospital admission or avoid an admission to hospital.</p> <p>There is no change relating to this characteristic.</p>
<b>Pregnancy and maternity</b>			✓	<p>The proposed contracts will provide a service to enable individuals to return home quickly with a package of wrap around care following hospital admission or avoid an admission to hospital.</p> <p>There is no change relating to this characteristic.</p>
<b>Race</b>			✓	<p>The proposed contracts will provide a service to enable individuals to return home quickly with a package of wrap around care following hospital admission or avoid an admission to hospital.</p> <p>There is no change relating to this characteristic.</p>

<b>Religion or belief</b>	✓			<p>The proposed contracts will provide a service to enable individuals to return home quickly with a package of wrap around care following hospital admission or avoid an admission to hospital.</p> <p>There is no change relating to this characteristic.</p>
<b>Sex</b>			✓	<p>The proposed contracts will provide a service to enable individuals to return home quickly with a package of wrap around care following hospital admission or avoid an admission to hospital.</p> <p>There is no change relating to this characteristic.</p>
<b>Sexual orientation</b>			✓	<p>The proposed contracts will provide a service to enable individuals to return home quickly with a package of wrap around care following hospital admission or avoid an admission to hospital.</p> <p>There is no change relating to this characteristic.</p>
<b>Other</b>				<b>N/A</b>

Does this EIA require a full impact assessment? Yes  No

If there are no adverse impacts or any issues of concern or you can adequately explain or justify them, then you do not need to go any further. You have completed the screening stage. You must, however, complete sections 7 and 9 and publish the EIA as it stands.

If you have answered yes to the above, please complete the questions below referring to the guidance document.

**5. What actions can be taken to mitigate any adverse impacts?**

None.

**6. As a result of the EIA what decision or actions are being proposed in relation to the original proposals?**

None.

**7. Monitoring arrangements**

The monitoring of the performance of the contracts will be undertaken by officers of the Council from within the Older People Commissioning Team within Adult Social Care.

## **8. Action planning**

Actions to mitigate any operational risks have been considered in the risk management plan for the process.



**9. Publish the EIA**



## Where can I get additional information, advice and guidance?

In the first instance, please consult the accompanying guide “Equality Impact Assessment Guidance”

### **Practical advice, guidance and support**

Help and advice on undertaking an EIA or receiving training related to equalities legislation and EIAs is available to **all managers** across the council from officers within Service Improvement. The officers within Service Improvement will also provide overview quality assurance checks on completed EIA documents.

**Please contact:**

Kashmir Singh - 0121 569 3828

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By virtue of paragraph(s) 3 of Part 1 of Schedule 12A  
of the Local Government Act 1972.

Document is Restricted

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## Report to Cabinet

18 May 2022

<b>Subject:</b>	Award of Mobile Telephony, Voice and Data Contract
<b>Cabinet Member:</b>	Councillor Maria Crompton - Cabinet Member for Finance and Resources
<b>Director:</b>	Neil Cox – Director of Business Strategy and Change
<b>Key Decision:</b>	Yes
<b>Contact Officer:</b>	Sue Knowles <a href="mailto:Sue_knowles@sandwell.gov.uk">Sue_knowles@sandwell.gov.uk</a> Andy Saunders ICT Service Manager <a href="mailto:andy_saunders@sandwell.gov.uk">andy_saunders@sandwell.gov.uk</a> Dave Guest ICT Strategic Lead <a href="mailto:dave_guest@sandwell.gov.uk">dave_guest@sandwell.gov.uk</a>

### 1 Recommendations

- 1.1 That the Director of Business Strategy and Change, in consultation with the Director of Finance - Section 151 Officer and the Cabinet Member for Finance and Resources, be authorised to award a contract for Mobile Telephony, Voice and Data Services, to be procured via a direct award of contract using Crown Commercial Services (CCS) framework RM3808 Network Services 2, Lot 6 (Mobile Voice and Data) and will be awarded for a two-year period with an option to extend for a further year.



- 1.2 That the Director Law and Governance – Monitoring Officer be authorised to execute any documentation necessary to enable the action referred to in 1.1 above.
- 1.3 That any necessary exemptions to the Council’s Procurement and Contract Procedure Rules be made to enable the course of action referred to in 1.1 above to proceed.







## 2 Reasons for Recommendations

- 2.1 The current contract for the provision of Mobile Voice and Data Services is due to expire 25 July 2022. Approval is sought to enable a direct award in order to continue provision of these services.
- 2.2 The contract will allow for the provision of mobile telephony, voice and data for a 2-year period with an option to extend for a further year.
- 2.3 All framework suppliers on CCS RM3808 have been pre-qualified to supply the services required by SMBC and meet all technical and financial preconditions commensurate with the service and public sector procurement.
- 2.4 Pre-market engagement has indicated that the best COTS (custom off the shelf) offerings on CCS e-marketplace require a minimum two-year commitment. The option to extend for a further year gives Sandwell the opportunity to benchmark costs, and council requirements to verify suitability and value for money of this contract. Three years is the maximum duration allowed under the terms of this framework.
- 2.5 Pre-market engagement – and a review of the COTS offers on CCS e-marketplace indicate that forecasted spend – even with the current levels of usage can be forecast as follows:-

2022 - 2023	£150,000
2023 - 2024	£150,000
2024 - 2025	£150,000



### 3 How does this deliver objectives of the Corporate Plan?

	Best start in life for children and young people	<p>Most service areas now rely on ICT to function effectively. The mobile telephony, voice and data service deliver objectives of the Corporate Plan through ensuring our workforce is geared up to respond to changing business needs.</p> <p>Awarding this contract is essential to support modern service delivery. This is necessary for the continuing delivery of most if not all council services and therefore supports the council's ability to achieve all the outcomes detailed in the Corporate Plan.</p>
	People live well and age well	
	Strong resilient communities	
	Quality homes in thriving neighbourhoods	
	A strong and inclusive economy	
	A connected and accessible Sandwell	

### 4 Context and Key Issues

- 4.1 The current contract for mobile telephony covering voice and data services expires on 25 July 2022 and a new contract now needs to be procured.
- 4.2 The contract spend could flex up or down dependent on increases or decreases in the number of connections held by the Council and also by the amount of mobile data used across all connections. During the Pandemic mobile phone and data usage increased. The forecasted spend has been based on the past twelve months average usage and applying the benchmark pricing available on CCS e-marketplace. Demand management opportunities have also been identified (data only sims and flat rate council data bundles) which would support the premise



that the forecasted spend would not exceed £150k per annum. Equally it is possible that the spend could be lower than this in the future as the way we communicate changes and evolves.

- 4.3 Request for Information documents will be issued to all suppliers capable of providing the requirements of this tender under the Crown Commercial Services Framework agreement.
- 4.4 The Telephony, Voice and Data contract will be a 2-year contract with an option to extend for a further year.

## 5 Alternative Options

- 5.1 A full above threshold procurement could be taken as an alternative approach. However, all of the main providers are on the CCS framework making it unlikely that any additional benefits would be achieved. Procuring via a framework is compliant with Public Contract Regulations 2015.
- 5.2 Instead of direct awarding from the framework the Council could run a call-off competition from the same framework. This seems unnecessary and would not deliver additional benefit to the council. The service offerings from the market suppliers have equalised over time. Pricing is based on volume, which competition would not alter.
- 5.3 Doing nothing is not an option. The provision of mobile telephony, voice and data services is essential to support modern service delivery. Out of contract mobile telephony costs may increase and potentially leave the Council without a mobile telephony service.





## 6 Implications

<b>Resources:</b>	The total cost of this contract is estimated to be in the region of £450,000. Service areas' budgets already include funding to cover the cost of mobile, voice and data. Since the current contract was procured the cost for these services has decreased and we anticipate savings based on current usage of approximately £75,000 per annum when the new contract is awarded.
<b>Legal and Governance:</b>	The Council's Contract and Procurement Procedures and Public Contract Procedure Rules (PCR) 2015 will be adhered to.
<b>Risk:</b>	The corporate risk management strategy has been complied with to identify and assess the risks associated with the recommendations being sought. This has concluded that there are no significant risks that require reporting. Further measures will be put in place to ensure that the risks identified during the procurement process are considered and mitigated to levels within the council's appetite for risk.
<b>Equality:</b>	No implications
<b>Health and Wellbeing:</b>	No implications
<b>Social Value</b>	Social Value will be considered during the procurement process

## 7. Appendices

None

## 8. Background Papers

None



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## Report to Cabinet

**18 May 2022**

<b>Subject:</b>	Use of Road Weather Forecasting Service Contract
<b>Cabinet Member:</b>	Councillor Bob Piper Cabinet Member for Environment
<b>Director:</b>	Alice Davey Director of Borough Economy
<b>Key Decision:</b>	Yes
<b>Contact Officer:</b>	Robin Weare – Service Manager, Highways  Mathew Burling – Senior Engineer Maintenance <a href="mailto:Mathew_Burling@sandwell.gov.uk">Mathew_Burling@sandwell.gov.uk</a>

### 1 Recommendations

- 1.1 To authorise the Director of Borough Economy in consultation with the Cabinet Member for Environment to approve the use of a contract for the supply road weather forecasting services for winter service operations, following a compliant competitive tender process in collaboration with Birmingham, Coventry, Dudley, Solihull, Walsall and Wolverhampton Councils.
- 1.2 To authorise the Director of Law and Governance – Monitoring Officer to execute any documentation necessary to enable 1.1 above.
- 1.3 That any necessary exemptions be made to the Procurement and Contract Procedure Rules to enable the course of action referred to in 1.1 above to proceed.
- 1.4 To approve working in collaboration with Dudley MBC, as lead authority, for the provision of road weather forecasting services for winter service operations.








## 2 Reasons for Recommendations

- 2.1 Road users and the wider community place a high value on keeping traffic moving safely in snow and freezing winter weather. Failure to do so can result in adverse economic and social impacts, public dissatisfaction and significant reputational damage.
- 2.2 The Council has a statutory duty 'to ensure, so far as reasonably practicable, that safe passage along a highway is not endangered by snow or ice'. The duty is not absolute, but decisions must be taken on reasonable grounds with due care and regard to relevant considerations set out in best practice guidance.
- 2.3 To meet this duty, winter service operations are carried out to prevent ice forming (precautionary salting), melt ice already formed (post salting) and to assist with winter decision making forecast stations are used to provide accurate and up-to-date information on current and predicted weather conditions.
- 2.4 To enable the effective and required operation of the Highway Winter Service Plan; Sandwell utilises specific road weather forecasting services, that detail incoming weather and forecast road conditions/temperatures. This also enables wider forecasts to be received and high-resolution radar images.
- 2.5 The forecasting service will utilise the weather stations Sandwell has alongside our neighbouring authorities to produce high quality and specific road weather forecasting details for our area.
- 2.6 By utilising the road specific forecast services this will allow winter service operations to best plan the time any precautionary action is taken, during spells of bad weather it will also help identify timings and resources required during prolonged bad spells of winter weather.
- 2.7 Historic forecast data from this service will be held by the provider and will also help support the council should any third-party claims arise following action taken by the council against the received forecasts.



2.8 The new contract will also provide additional resource where Sandwell can opt to receive forecasts around the year rather than just through the winter period. This will help the council plan and prepare for maintenance work and provide further specific to the area details where or when summer storms are likely to occur.

### 3 How does this deliver objectives of the Corporate Plan?

	<p><i>Best start in life for children and young people</i> Good, well maintained highway infrastructure will encourage more walking and cycling among our younger people increasing their wellbeing, improving road safety and promoting cleaner air quality.</p>
	<p><i>People live well and age well</i> The Highway environment plays an important role in the life of the community, particularly the positive opportunities that they can bring from social inclusion and interaction.</p>
	<p><i>Strong Resilient Communities</i> Good quality Highways infrastructure will make our communities feel safe, more protected and confident in their homes and neighbourhoods.</p>
	<p><i>A Strong and Inclusive Economy</i> The implication for our 2030 vision is if we fail to recognise upcoming winter weather events we will be unable to deliver our Highway Winter Operational Plan which will lead to reduced economic and physical activity resulting from residents being less likely to travel as well as higher costs for users of our highway from increased wear and tear and accident damage.</p>
	<p><i>A Connected and Accessible Sandwell</i> Our highways are the arteries of our communities. They connect our residents to employment, education, local services and indeed the wider world. They enable economic growth, social mobility and are vital in ensuring good health outcomes.</p>



## 4 Context and Key Issues

- 4.1 Cabinet approval is sought for delegated authority to use a framework tender working in collaboration with Birmingham, Coventry, Dudley, Solihull, Walsall and Wolverhampton Councils for a period of up to 5 years to support the efficient and effective running of the Winter Service Operational Plan. The initial contract will be for 3 years with the option to extend by a further 2 in collaboration with all consortium members.
- 4.2 The tender exercise was carried out by Dudley MBC acting as lead authority.
- 4.3 Tender evaluation will be carried out by all consortium members.
- 4.4 It is anticipated that the combined value of the framework agreement over a 5-year period for Sandwell will be approximately £12,000. For an additional fee the new contract will also allow road forecasting services to be received throughout the year; which can warn of storms and/or high surface temperatures and potentially help contribute to improved planning for extreme weather and other weather dependent work across the highway network.
- 4.5 The tender will be evaluated by 30% price and 70% quality with tender evaluation completed by all consortium members.
- 4.6 The exercise is a joint procurement with Birmingham, Coventry, Dudley, Solihull, Walsall and Wolverhampton Councils. The benefit of joint procurement is to enable authorities to benefit from greater economies of scale by combining volumes and the continue with collaborative working practices throughout the winter season.

## 5 Alternative Options

- 5.1 There are no recommended affordable alternatives to mitigate the safety risks arising from winter weather.



## 6 Implications

<p><b>Resources:</b></p>	<p>The Winter Service is funded from the Highways Maintenance target revenue with an allocation of £540,000 based on an ‘average’ winter.</p> <p>There are both fixed and variable elements to the service cost.</p> <p>Fixed costs incurred, irrespective of winter severity, are £371,000 and include plant (gritters), labour (stand-by), management and duty staff, weather forecasting, salt bins, annual service charges, training etc.</p> <p>The variable costs depend on winter severity. The budgeted cost for an ‘average’ winter season based on 55 precautionary treatments is £169,000 and includes labour (turn outs), salt consumed, fuel, plant repairs etc.</p> <p>Whilst the severity of the winter does impact on the actual level of expenditure incurred any costs associated with the winter maintenance service will be met from within Highways Services target budget.</p> <p>A key service risk relates to third party liability claims arising from accident and injury due to condition of the highway or non-compliance with statutory obligations. The duty is not absolute, but decisions must be taken on reasonable grounds with due care and regard to relevant considerations as set out in best practice guidance ‘Well-managed Highway Infrastructure’. The Winter Service Plan 2020-21 sets out the council’s arrangements for delivery of the winter service to meet its legal obligations to mitigate this risk which requires the use of ground rock salt.</p>
<p><b>Legal and Governance:</b></p>	<p>The principal statutory duty imposed on highway authorities to maintain the highway maintainable at public expense is set out in Section 41 of the Highways Act 1980.</p>



	<p>Section 41 (1) of the Highways Act, as modified by the Section 111 of the Railways &amp; Transport Act 2003, imposes a duty on a highway authority <i>‘to ensure, so far as reasonably practicable, that safe passage along a highway is not endangered by snow or ice’</i>.</p> <p>The duty is qualified by <i>‘reasonable practicability’</i>. So, therefore, it would not be reasonable to expect to:</p> <ul style="list-style-type: none"> <li>• provide the service on all parts of the network; or</li> <li>• ensure roads are kept free of ice or snow at all times.</li> </ul> <p>The Traffic Management Act 2004 imposes a network management duty on a council to manage day-to-day operational use of its highways to <i>‘keep traffic moving’</i>. This duty extends to periods of severe winter weather.</p>
<b>Risk:</b>	<p>Highway maintainable at public expense. This will help deliver the aims and objectives as set out in the Corporate Asset Management Plan and The Highway Asset Management Plan aimed at ensuring the safety of the highway network.</p> <p>The council has a duty to meet its legal obligations to mitigate service risks related to third party liability claims arising from accident and injury due to condition of the highway, the cabinet approved Winter Maintenance Plan sets out the council’s proposed arrangements for delivery of the winter service for which rock salt is required for effective and efficient use on the public highway.</p>
<b>Equality:</b>	<p>An equality impact assessment has not been carried as maintaining the highway infrastructure maintainable at public expense is not believed to impact significantly against the protected characteristics.</p>
<b>Health and Wellbeing:</b>	<p>The procurement and maintenance weather stations will support the effective running of the winter service plan which supports 2030 Ambitions 5 and 6 in keeping the roads operating safely and efficiently during freezing conditions.</p>
<b>Social Value</b>	<p>Not applicable in this instance.</p>





## 7. Appendices

None

## 8. Background Papers

- 8.1 Well-managed Highway Infrastructure – Code of Practice Last updated October 2016
- 8.2 Highways Winter Maintenance Plan 2021-22.



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