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Monday, 24 August 2015

Dear Councillor

CABINET

You are requested to attend a **Cabinet** meeting to be held at **Council Chamber - Council Chamber** on **Wednesday, 2nd September, 2015**, at **2.00 pm**.

AGENDA

1. Apologies for Absence
2. Declarations of Interest
3. Consideration of reports from Select Committees (none)
4. To consider the following reports (Copies attached):
 - i. **UNIVERSAL CREDIT DELIVERY PARTNERSHIP** 1 - 24

Purpose: The purpose of this report is to seek approval to sign up to a Universal Credit Delivery Partnership agreement jointly with Torfaen County Borough Council (as part of the Benefits Shared Service) and with the Department for Work and Pensions (DWP).
Author: Ian Bakewell, Housing and Communities Manager
Contact Details: ianbakewell@monmouthshire.gov.uk
 - ii. **MONMOUTHSHIRE HOME SEARCH HOUSING REGISTER - MINOR POLICY AMENDMENTS & DELIVERY UPDATE** 25 - 46

Purpose: To consider proposed minor amendments to the common allocation policy between the Council and Monmouthshire, Melin and Charter Housing Associations to meet the requirements of Part 2 of the Housing (Wales) Act 2014 which came into effect on 27th April 2015.
Author: Ian Bakewell, Housing & Communities Manager
Contact Details: ianbakewell@monmouthshire.gov.uk
 - iii. **PROPOSED FUNDING TO CALDICOT TOWN TEAM** 47 - 60

Purpose: To seek approval to release £2,000.00 of s106 contributions received from ASDA, to support the ongoing running costs of the Caldicot Town Team.
Author: Colin Phillips, Whole Place Officer
Contact Details: colinphillips@monmouthshire.gov.uk

Yours sincerely,

Paul Matthews
Chief Executive

CABINET PORTFOLIOS

County Councillor	Area of Responsibility	Partnership and External Working	Ward
P.A. Fox (Leader)	Organisational Development Whole Council Performance, Whole Council Strategy Development, Corporate Services, Democracy.	WLGA Council WLGA Coordinating Board Local Service Board	Portskewett
R.J.W. Greenland (Deputy Leader)	Innovation, Enterprise & Leisure Innovation Agenda, Economic Development, Tourism, Social Enterprise, Leisure, Libraries & Culture, Information Technology, Information Systems.	WLGA Council Capital Region Tourism	Devauden
P.A.D. Hobson (Deputy Leader)	Community Development Community Planning/Total Place, Equalities, Area Working, Citizen Engagement, Public Relations, Sustainability, Parks & Open Spaces, Community Safety.	Community Safety Partnership Equalities and Diversity Group	Larkfield
E.J. Hackett Pain	Schools and Learning School Improvement, Pre-School Learning, Additional Learning Needs, Children's Disabilities, Families First, Youth Service, Adult Education.	Joint Education Group (EAS) WJEC	Wyesham
G. Howard	Environment, Public Services & Housing Development Control, Building Control, Housing Service, Trading Standards, Public Protection, Environment & Countryside.	SEWTA SEWSPG	Llanelly Hill
G. Burrows	Social Care, Safeguarding & Health Adult Social Services including Integrated services, Learning disabilities, Mental Health. Children's Services including Safeguarding, Looked after Children, Youth Offending. Health and Wellbeing.	Gwent Frailty Board Older Persons Strategy Partnership Group	Mitchel Troy
P. Murphy	Resources Accountancy, Internal Audit, Estates & Property Services, Procurement, Human Resources & Training, Health & Safety.	Prosiect Gwrydd Wales Purchasing Consortium	Caerwent
S.B. Jones	County Operations Highways, Transport, Traffic & Network Management, Waste & Recycling, Engineering, Landscapes, Flood Risk.	SEWTA Prosiect Gwrydd	Goytre Fawr



Sustainable and Resilient Communities

Outcomes we are working towards

Nobody Is Left Behind

- Older people are able to live their good life
- People have access to appropriate and affordable housing
- People have good access and mobility

People Are Confident, Capable and Involved

- People's lives are not affected by alcohol and drug misuse
- Families are supported
- People feel safe

Our County Thrives

- Business and enterprise
- People have access to practical and flexible learning
- People protect and enhance the environment

Our priorities

- Schools
- Protection of vulnerable people
- Supporting Business and Job Creation
- Maintaining locally accessible services

Our Values

- **Openness:** we aspire to be open and honest to develop trusting relationships.
- **Fairness:** we aspire to provide fair choice, opportunities and experiences and become an organisation built on mutual respect.
- **Flexibility:** we aspire to be flexible in our thinking and action to become an effective and efficient organisation.
- **Teamwork:** we aspire to work together to share our successes and failures by building on our strengths and supporting one another to achieve our goals.

Cymunedau Cynaliadwy a Chryf

Canlyniadau y gweithiwn i'w cyflawni

Neb yn cael ei adael ar ôl

- Gall pobl hŷn fyw bywyd da
- Pobl â mynediad i dai addas a fforddiadwy
- Pobl â mynediad a symudedd da

Pobl yn hyderus, galluog ac yn cymryd rhan

- Camddefnyddio alcohol a chyffuriau ddim yn effeithio ar fywydau pobl
- Teuluoedd yn cael eu cefnogi
- Pobl yn teimlo'n ddiogel

Ein sir yn ffynnu

- Busnes a menter
- Pobl â mynediad i ddysgu ymarferol a hyblyg
- Pobl yn diogelu ac yn cyfoethogi'r amgylchedd

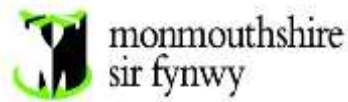
Ein blaenoriaethau

- Ysgolion
- Diogelu pobl agored i niwed
- Cefnogi busnes a chreu swyddi
- Cynnal gwasanaethau sy'n hygyrch yn lleol

Ein gwerthoedd

- **Bod yn agored:** anelwn fod yn agored ac onest i ddatblygu perthnasoedd ymddiriedus
- **Tegwch:** anelwn ddarparu dewis teg, cyfleoedd a phrofiadau a dod yn sefydliad a adeiladwyd ar barch un at y llall.
- **Hyblygrwydd:** anelwn fod yn hyblyg yn ein syniadau a'n gweithredoedd i ddod yn sefydliad effeithlon ac effeithiol.
- **Gwaith tîm:** anelwn gydweithio i rannu ein llwyddiannau a'n methiannau drwy adeiladu ar ein cryfderau a chefnogi ein gilydd i gyflawni ein nodau.

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SUBJECT:	UNIVERSAL CREDIT DELIVERY PARTNERSHIP
MEETING:	Cabinet
DATE:	2nd September 2015
DIVISION/WARDS AFFECTED:	ALL

1. PURPOSE:

- 1.1 The purpose of this report is to seek approval to sign up to a Universal Credit Delivery Partnership agreement jointly with Torfaen County Borough Council (as part of the Benefuts Shared Service) and with the Department for Work and Pensions (DWP).

2. RECOMMENDATIONS:

- 2.1 To agree to enter into agreement with the Department for Work and Pensions as a delivery partner to support the roll out of Universal Credit in Monmouthshire. **See Appendix 1.**

3. KEY ISSUES:

- 3.1 As part of the on-going National Government's approach to Welfare Reform, the DWP are currently rolling out Universal Credit. Universal Credit aims to ensure that claimants are better off in work rather than on benefit and is designed to make work 'pay.'
- 3.2 Claimants will be able to apply for their benefit on line and single payment will be made to a household rather than an individual. This will include housing costs and will be paid monthly in arrears. The move to on-line applications (together with the need for claimants to have a digital CV and to look for employment on-line) and how claimants are paid their Universal Credit award will have fundamental impacts on claimants. Some claimants may find it difficult to adapt to the changes. Also, the benefit requires claimants to accept a 'Claimant Committee.' This sets out what is expected in return for receiving assistance.
- 3.3 In addition, local support will be available to help claimants where appropriate. This will be provided through DWP and local authority delivery partnerships. This forms part of a fundamental aspect of Universal Credit, which is to encourage a new type of relationship with claimants (typically through Job Centre Work Coaches), through support being provided to claimants to become more independent in their worksearch activities.
- 3.3 This Partnership Agreement particularly focuses on the provision of budgeting support to claimants and support with getting on-line. The Agreement effectively provides provision for the DWP to refer in applicants considered to need additional support through each Council. For Monmouthshire residents, the DWP will be able to refer claimants to Housing & Communities Financial Inclusion Officer and the Shared Benefits Service.
- 3.4 The expectation and projections are that the numbers of individuals requiring budgeting and digital support will be low. The projection is particularly reinforced by the Torfaen

CBC experience to date since Universal Credit went live in April 2015. Just three referrals have been received to date for budgeting support.

3.5 The anticipated demand for Monmouthshire is broken down below:

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Total
Claims	26	82	83	68	64	70	58	451
On-line Support	1	4	4	3	3	4	3	22
Budeting Support	1	3	3	3	2	3	2	17
Budgeting Support - Complex	0	1	1	1	1	1	1	6
Local Council Tax Reduction	5	16	0	0	0	0	0	21
Support for UC Service Centre	5	16	17	14	13	14	12	90

4. REASONS:

Partnership working is crucial to the delivery of Universal Credit.

5. RESOURCE IMPLICATIONS:

5.1 The DWP have agreed to fund actual costs incurred as a result of this agreement. It is estimated that the cost of providing support for both Monmouthshire and Torfaen residents until March 2016 will be £22,000. A funding application forms part of the agreement.

6. SUSTAINABLE DEVELOPMENT AND EQUALITY IMPLICATIONS:

6.1 There are no negative Sustainable Development or Equality implications relating to this report. **Please see Appendix 2.**

7 SAFEGUARDING AND CORPORATE PARENTING IMPLICATIONS

7.1 There are no Safeguarding or Corporate Parenting Implications with this report.

8. CONSULTEES: Cabinet; Senior Leadership Team; Head of Community Led Delivery; Head of Revenue & Benefits; Accountant (Housing & Communities); Head of Legal; DWP Partnership Manager. Please see **Appendix 3** for comments.

9. BACKGROUND PAPERS: None

10. AUTHOR: Ian Bakewell, Housing & Communities Manager

11. CONTACT DETAILS: Tel: 01633 644479; E-mail: ianbakewell@monmouthshire.gov.uk

(1) DEPARTMENT FOR WORK AND PENSIONS

and

(2) [*Insert LA Name...*] COUNCIL

Dated.....

UNIVERSAL CREDIT DELIVERY PARTNERSHIP

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This Delivery Partnership is made on --/--/2015/2016

BETWEEN:-

- (1) Department for Work and Pensions, whose principal place of business is at Caxton House, Tothill Street, London, SW1H 9NA (the 'Department') and
- (2) [Insert LA name and address] ('the Council')

IT IS AGREED as follows:-

- 1.1. As part of Universal Credit (UC) Live Service [**Insert LA Name**] Council have agreed to be a delivery partner from XX/XX/2015 to 31/03/2016 in accordance with this Delivery Partnership (DP).
- 1.2. The Department will work in partnership with the Council, to deliver the services required by these claimants, following Universal Support – delivered locally (previously Local Support Services Framework) principles, recognising that the partnership will deliver services (as set out in Schedule1) that are flexible and sensitive to local needs, with the ultimate aim of delivering a joined up and coherent journey between services for the claimant. This DP will support national expansion of UC as an interim arrangement, until the full Universal Support offer is in place. These include:
 - Getting on-line to make their claim.
 - Receiving budgeting support to prepare and support claimants for the financial changes UC brings, specifically these include, the single household payment, the UC monthly payment and housing costs paid directly to the claimant.
- 1.3. UC has a current requirement for assistance with complex housing cost claims from the Council.
- 1.4. Partnership working is crucial to the delivery of this DP and will lay the foundations upon which the Universal Support services will be developed and delivered.
- 1.5. The following partnering principles will apply as the Department and the Council move forward.

The Department and the Council are:

- committed to working together to improve performance, efficiency and the quality of claimants' experience of services;
- in agreement that they have key roles to play in identifying, leading and participating in partnership working;
- in agreement that, wherever possible, partnership working should be based on and leveraged against infrastructure and services that are already in place, building on existing successful partnerships and taking learning from these successful models;
- in agreement that they will continue to seek, through discussion, opportunities to further help to develop, test and trial the early

implementation of any jointly agreed initiatives and best practice that will further support the ambitions of the wider Department and the Council and other local authorities in the delivery of Universal Support.

- 1.6. During the period of this DP the Department will continue to accept new claims to UC from claimants, in the designated post code areas, who satisfy the UC eligibility criteria. It is recognised that this claimant group may change as a result of changes in circumstance once the claimant is in receipt of UC.
- 1.7. Where the actual number of claimants using the services outlined in this DP (Schedule1 Part 2), based upon the initial UC criteria, exceed the projected volumes in Schedule 2, the Department and the Council will enter into discussions to re-negotiate and agree any increased funding to reflect the revised volumes.
- 1.8. Where a subsequent change in the UC eligibility criteria causes the volumes to differ from the projected volumes on which this DP is based and or volumes change for any reason, the Department and the Council will enter into discussions to re-negotiate the funding.
- 1.9. Both the Department and the Council shall participate in UC delivery, performing the acts, functions and roles assigned to it by the Parties in accordance with the outline of the services and activities set out in Schedule 1.
- 1.10. The Council shall inform the Department in writing of the identity of any organisation which the Council employs or engages to assist the Council in performing any act on behalf of the Council or in performing any of the functions or roles of the Council in the UC support services.
- 1.11. Nothing in this DP shall be deemed to constitute a partnership under the Partnership Act 1890 or the Limited Partnerships Act 1907, joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Department and the Council.

2. PAYMENT BY THE DEPARTMENT

- 2.1. The Department will pay the Council on presentation to the Department by the Council of a valid invoice in such form and containing such information as the Department reasonably requires for the costs incurred by the Council in providing those services and activities and in accordance with the funding arrangements set out in Schedule 2. Payment will be subject to validation by the Department which may include additional information being requested by the Department. Invoices must be presented monthly or at agreed intervals.
- 2.2. Subject to clause 2.1 the Department will pay the Council for the costs incurred by the Council in providing the services and undertaking the activities set out in Part 2 of Schedule 1 during the month for which the invoice is presented within 20 working days of the date of the presentation of the invoice.
- 2.3. Payment is time bound and invoices need to be submitted promptly. DWP cannot make payment in advance for services that have not been delivered.

3. MANAGEMENT INFORMATION

- 3.1. The Council will provide the following information each month to the Department and on an 'ad-hoc' basis (as agreed by parties on an exceptional basis), in such format and/or media as the Department reasonably requires:
- Number of claims requiring additional support (i.e. one to one assistance needed in order to complete the claim process);
 - Volume of referrals to personal budgeting support received;
 - Volume of referrals to personal budgeting support that resulted in telephone advice by the Council (or provider);
 - Volume of referrals to personal budgeting support that resulted in face to face advice by the Council (or provider);
 - Number of manual applications to Local Council Tax Reduction Scheme (LCTRS) processed;
 - Number of cases where Universal Credit service centre contacts the Council to complete the evidence gathering or makes checks on the claimant.

4. GOVERNANCE

- 4.1. The services and activities to be undertaken by the Council will be monitored during the life of this DP through:
- Monthly review meetings that will take place between the Council and the Department at a working level; and
 - Quarterly review meetings will take place between the Council's Chief Executive, and the District Manager (DWP) or their nominated representatives.

Such reviews shall include (but are not limited to) (i) the impact of the services delivered by the Council upon claimants under the UC Live Service; (ii) any specific issues received or raised by either party; (iii) the performance of the wider obligations of the Department and Council under this DP including any impact on funding and (iv) any complaints received.

- 4.2. The Department's District Manager and the relevant senior Council Official **[insert title of relevant Council Official]** or other nominees as agreed locally, shall use reasonable endeavours to resolve all issues and differences arising out of or in connection with this DP by means of prompt discussions.
- 4.3. If the Council has a query relating to UC, in the first instance, the Council will attempt to resolve the query from existing guidance. If the query remains unresolved, the Council will complete the LA Issue Resolution Template and forward the query to the **[insert email address set up by District]** inbox for resolution. The Department will seek to resolve queries submitted within 5 working days and in exceptional circumstances within 10 working days except where the query relates to a customer where the query should be resolved as soon as possible and within a maximum of 5 working days.
- 4.4. If the Department has a query relating to UC for the Council to resolve, the Council will seek to resolve queries submitted within 5 working days and in exceptional circumstances within 10 working days except where the query relates to a customer. In these circumstances the query should be resolved as soon as possible and within a maximum of 5 working days.

5. CHANGE CONTROL

- 5.1. Either the Department or the Council may propose a variation to the activities listed, in writing (including but not limited to electronic mail) to the other, and the other shall confirm in writing (including but not limited to electronic mail) to the Party who proposed the variation, whether it agrees or does not agree to the variation as soon as practicable and in any event within 30 calendar days.
- 5.2. Immediately upon agreement by the other in accordance with clause 5.1 above, the Department's nominated signatory and the Council's nominated signatory shall sign a variation whereupon the Parties shall be bound by those terms.

6. DATA PROTECTION AND FREEDOM OF INFORMATION

- 6.1. Both Parties are Data Controllers under the Data Protection Act 1998 and are joint Data Controllers for the purposes of Universal Support.
- 6.2. The Data Sharing Agreement is included in Annex 1.
- 6.3. From time to time either Party may receive requests for information relating to this DP and/or the UC Live Service. In such event, the other Party will do all things reasonably necessary to assist the Party who received the request, in meeting the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.

7. CONFIDENTIALITY

- 7.1. Both Parties must ensure that they (and any person they employ or engage) only use Confidential Information belonging to the other for the purposes of the UC Live Service and neither Party shall disclose Confidential Information of the other without the other's prior written consent.
- 7.2. Both Parties shall be allowed to disclose Confidential Information to any person who they employ or engage in connection with the UC support provided that that other person is bound by confidentiality obligations substantially the same as those set out in this clause 7.
- 7.3. This clause 7 shall continue to apply after this DP has ended but it shall not apply at any time to information which is or comes into the public domain or which is required to be disclosed by law or to an auditor or regulator of a Party.

8. HEALTH & SAFETY

- 8.1. Both Parties shall co-operate with the other to ensure the health, safety and welfare of their employees, claimants, customers and visitors. In particular, they shall take all reasonable steps to:
 - Inform each other of any risks arising out of each others businesses.
 - Co-ordinate the emergency procedures, including evacuation arrangements and first aid provision.

- Co-ordinate the exchange and management of information in respect of serious offenders, potentially violent persons, staff protection lists and dangerous areas.
- Co-ordinate the collection and management of health and safety management information.
- Co-operate with the consultation arrangements, including provision and recognition of Trade Union appointed safety representatives and the remit of safety committees that cover co-location premises.

9. DIVERSITY & EQUALITY

9.1. Both Parties shall ensure that they actively promote equality of opportunity for and good relations between all persons irrespective of their race, gender, gender reassignment, disability, age, sexual orientation or religion or belief. Both Parties commit to providing services that embrace diversity and promotes equality of opportunity and shall ensure that they are embedded in day to day working practices with customers, colleagues and partners. Both Parties shall ensure that business partners support their commitment to take reasonable steps to:

- Treat each other fairly and with respect.
- Promote an environment that is free from discrimination, bullying and harassment and tackle behaviours that breach this.
- Promote diversity and equality of opportunity within your respective businesses.
- Recognise and value the differences and individual contribution people make.

10. TERMINATION

10.1. Each Party shall have the right to terminate their participation in the UC Live Service at any time by giving 3 month's written notice to the other. Notwithstanding clause 10.2, termination or expiry of the UC Live Service shall be without prejudice to any rights, remedies or obligations of either Party accrued under this DP prior to termination or expiry.

10.2. In the event of either Party terminating their involvement under clause 10.1, the Department shall reimburse to the Council any properly and reasonably committed expenditure of the Council which is within the funding envelope set out in Schedule 2 only to the extent that such expenditure has or will have been incurred by the Council and cannot be avoided or mitigated despite the use by the Council of its best endeavours.

11. RIGHTS OF THIRD PARTIES

- 11.1. A person, who is not a Party to this DP, has no right to enforce any term of this DP.

12. SEVERABILITY

- 12.1. If any provision of this DP is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this DP had been executed with the invalid provision eliminated.

13. DISPUTE RESOLUTION

- 13.1. Both Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this DP within 42 days of a Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to chief officer level in the Council and Universal Credit Programme director level in the Department.

14. LAW AND JURISDICTION

- 14.1. Subject to the provisions of clause 13.1, the Department and the Council accept the exclusive jurisdiction of the English courts and agree that this DP is to be governed by and construed according to English Law.

15. INTERPRETATION

- 15.1. Schedule 3 shall have effect.

SIGNED on behalf of the Department

for Work and Pensions by an

Authorised Signatory

Print name.....

Authorised Signatory

SIGNED on behalf of (*Insert LA name*) Council

by an Authorised Officer

Print name.....

Authorised Officer

SCHEDULE 1

UNIVERSAL CREDIT SERVICE PROVISION

PART 1

The Department will:

- provide support to the Council in the development and implementation of local service provision, following Universal Support – delivered locally (previously Local Support Services Framework) principles;
- provide timely and relevant guidance and products to inform delivery of local service provision;
- provide data to support the Local Council Tax Reduction Scheme (LCTRS);
- carry out an initial process that will highlight claimants needing budgeting support and/or an alternative payment arrangement;
- For those who are unable to self-serve, refer to the Council for provision of budgeting support;
- Ensure claimants consent is obtained to share information with the Council;
- Provide the Council with the following information:
 - Name
 - National Insurance Number
 - Date of birth
 - Address
 - Telephone contact details
 - Whether an alternative payment arrangement is in place and if so;
 - The review date.

PART 2

The Council will:

- ensure agreed local service provision is available from (date as stated in para 1.1);
- deliver relevant learning and development products to support delivery of UC within the Council;
- monitor the impact and take appropriate actions to mitigate the impact on current business relating to administering the housing benefit provision as a result of the introduction of UC;
- inform the Department of any potential barriers to the delivery of local service provision;
- participate in discussions with the Department, pursuant to the Partnering Principles, that will further support the ambitions of the wider Department and Local Authorities in the delivery of Universal Support. Where deemed appropriate, and as a result of those discussions, any resultant changes to this DP will be subject to agreement in accordance with the Change Control procedures contained in this DP; see section 5;
- Complete the Business Readiness Certificate before the go live date, see Schedule 4.

The Council will undertake the following services and activities:

- Provide support to UC Service Centre staff around housing cost issues that may arise. This will be achieved through:
 - Identifying named points of contact for Universal Credit Service Centre staff.
 - Providing expertise for complex housing cost issues.
 - Responding to requests for information on UC claimants current housing benefit claim status within 2 working days.
 - Complete and return the Migration Gather Proforma (MGP1) (LA) within 5 working days of receipt of the request. A reminder will be issued after this time has lapsed but the non-return of the completed form may result in an incorrect Universal Credit award.

- Support for claimants to make a UC claim on-line. This will be achieved through:
 - Identifying PC/public internet sites across (*Insert name of Borough or County*).
 - Identifying which of these locations will have trained staff present to provide 'supported access'.
 - Publicising these services to residents of (*Insert name of area covered, e.g. Town or Borough*);
 - Providing the Management Information to support number of claimants assisted; see section 3.

- Manual processing for LCTRS. This will be achieved through:
 - Providing the necessary resource to undertake this activity;
 - Manually inputting agreed data into the Council's systems;
 - Responding to the Department's queries around Local Council Tax Reduction Scheme;
 - Providing the Management Information; see section 3;

- Support for claimants who require personal budgeting support to manage their UC payments. This will be achieved through:
 - Processing personal budgeting support referrals from the Department including those claimants who have alternative payment arrangements;
 - Identifying the appropriate channel, frequency and provider to deliver personal budgeting support (may not be the Council) and referring the claimant to the right place within the set time frame – set at 2 weeks;
 - Providing (or arranging provision of) telephone or face to face personal budgeting support and follow up action as appropriate;
 - Reporting the outcomes of personal budgeting support provision against the agreed outcome measures by timely completion of LA Outcome Template and Knowledge Check Template to DWP. Details of this process and the associated forms can be found in the L&D pack.

- Providing the Management Information relating to personal budgeting support including the number of claimants assisted; see section 3;
 - Referring claimants to the Department who need personal budgeting support (but have been missed in the core process);
 - Referring claimants to the Department who may need an alternative payment arrangement e.g. because of rent arrears or vulnerability.
- Work with DWP locally in preparing landlords. This will be achieved through:
 - Working with landlords to help get claimants on-line;
 - Signposting landlord queries to the Department for resolution;
 - Promoting the appropriate use of on-line channels within the Registered Social Landlords (RSL) community in (***Insert name of area covered, e.g. Town or Borough***).

SCHEDULE 2

FUNDING ARRANGEMENTS

The total UC cost under this Delivery Partnership shall not exceed £xxxk for services delivered to 31 March 2016.

This arrangement is designed to support initial roll out only from (insert date).

Funding is linked to the delivery of the agreed services and activities as set out below (as more particularised in Part 2 of Schedule 1).

The full breakdown of the agreed total cost of UC Live Service roll out in (*Insert LA name*) Council is shown in the table below. The volume of claimants using services will be reviewed at the regular partnership meetings. If the actual numbers of claimants requiring these services exceed the stated volumes, the Department and the Council will enter into discussions to re-negotiate and agree any increased funding to reflect the revised volumes and any increased funding will be based on the figures shown on the table.

SCHEDULE 2 cont.

DP Costs	Cost/Volume Assumptions to March 2016	Payment Basis	Maximum cost to 31 March 2016 £k
On-Line supported access (Digital)		volumes	
Personal Budgeting Support		volumes	
LCTRS Manual processes		volumes	
Support for UC Service Centre		volumes	
Management Costs		Reimburse agreed cost on a monthly basis	
One off costs if applicable; Specify details of the agreed expenditure	Details:	Agreed costs which are reasonable and proportionate, not capital, novel or contentious nor paid in advance	
Total (excluding VAT)			
Total (including VAT)			

SCHEDULE 3

INTERPRETATION

Unless the context otherwise requires, the following words and expressions shall have the following meanings:-

“Confidential Information”	means information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored), information the disclosure of which would, or would be likely to, prejudice the legitimate interests of any person, and all Personal Data.
“Council”	means [<i>Insert LA name</i>] Council/Local Authority.
“Data Controller”	bears the meaning ascribed to it in the Data Protection Act 1998.
“Data Processor”	bears the meaning ascribed to it in the Data Protection Act 1998.
‘Delivery Partnership’	means a collaborative agreement between the Department and a local authority in which they agree to work together to deliver local support services to Universal Credit claimants and for the avoidance of doubt, use of these words or the word “partnership” in the Delivery Partnership is not intended to, or deemed to establish any partnership or joint venture between the Parties to this Delivery Partnership, or constitute on any Party the agent of another party or authorise any Party to make or enter into any commitments for or on behalf of any other party.
“Department”	means the Department for Work and Pensions whose principal place of business is at Caxton House, Tothill Street, London SW1H 9NA.
“Universal Support delivered locally”	sets out the principles for delivering localised support services to people who might need extra help to make or maintain a claim for Universal Credit. Previously known as Local Support Services Framework.
“Management Information”	means information of the kinds mentioned in clause 3.

“Partnership Principles”	means the principles set out in clause 1.5.
"Party"	means the Department and/or the Council and “Parties” shall be interpreted accordingly.
“Personal Data”	bears the meaning ascribed to it in the Data Protection Act 1998.
“Process”	bears the meaning ascribed to it in the Data Protection Act 1998.
“Universal Credit”	bears the meaning ascribed to that expression by the Welfare Reform Act 2012 and shall be interpreted accordingly.
“UC Live Service”	means the localised Universal Credit claimant support services which are to be provided by the local authority from the start date of the Delivery Partnership to 31 March 2016, an outline of which is set out in Schedule 1.

The interpretation and construction of this DP shall be subject to the following provisions:-

- words importing the singular meaning include where the context so admits the plural meaning and vice versa and words importing the masculine include the feminine and neuter;
- the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- headings are included in this DP for ease of reference only and shall not affect the interpretation or construction of this agreement;
- references in this DP to any clause or sub-clause or schedule without further designation shall be construed as a reference to the clause or sub-clause or schedule to this DP so numbered;
- in the event and to the extent only of any conflict between the clauses and the content of the schedules, the clauses shall prevail over the content of the schedules; and
- any reference to a statute, statutory provision or subordinate legislation (“legislation”) shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

SCHEDULE 4

BUSINESS READINESS CERTIFICATE

Universal Credit, Local Authority Business Readiness Certificate Complete prior to Go-Live Date (<i>Insert Date</i>)	
Local Authority:	
Name of the person completing this BRC:	

I can confirm that (*insert LA name*) Council is ready to deliver the services contained within the Delivery Partnership in support of Universal Credit Live Service from (*insert date*).

Signed _____

Date _____

ANNEX 1

DATA SHARING AGREEMENT

**Data sharing agreement between the Department for work and Pensions and
XXXX Local Authority to provide specified personal data.**

Parties

The Parties to this Data Sharing Agreement (“DSA”) are:

(A) The Secretary of State for Work and Pensions of Caxton House, Tothill Street, London SW1H 9NA, acting through the Department for Work and Pensions (“DWP”)

(B) (Insert Council).....

Hereafter referred to as the Local Authority (the “LA”) or Council.

Purpose and Background

The purpose of this Data Sharing Agreement (DSA) is to set out the responsibilities and accountabilities for data sharing of personal data for the purposes of Personal Budgeting Support (PBS) and Digital Support. The personal data to be shared with DWP/The LA for the purposes of the PBS and Digital Support will comprise of the following:

- Name
- National Insurance number
- Date of birth
- Address
- Contact telephone number
- Alternative Payment Arrangements for UC, if there is one (This will only be shared for PBS purposes)
- For digital support, digital skills such as help to enable a claimant to make and manage their UC claim on-line.

Varying degrees of support will be needed for some Universal Credit (UC) claimants to make and manage their UC claim. This is likely to include the most vulnerable claimants or claimants with complex needs. The support will be decided and provided by a local partnership of Jobcentre Plus (JCP) and the LA, following Universal

Support principles. The Local Authority will determine which other local providers it will work with in delivering support for those claimants who need it.

The Local Authority will undertake the following services and activities;

- Support for claimants to get on line to make their claim and stay on line
- Support for claimants with complex needs in particular those who require personal budgeting support.

For the purposes of these arrangements, sharing data will ensure timely and “joined-up” support. Customer consent is required to lawfully share personal data on claimants for the purposes of PBS and Digital Support.

The LA shall inform the Department in writing of the identity of any organisation which the LA employs or engages to assist the LA in performing any acts, functions or roles set out in this agreement on behalf of the LA or in performing any of the functions or roles of the LA in the UC digital and personal budgeting skills roll out.

Parties Responsibilities under the Data Protection Act 1998

The DSA is not intended to be legally binding and no legal obligations or legal rights shall arise between the Parties from the provisions of the DSA.

DWP/the LA are Data Controllers under the Data Protection Act 1998 and are joint Data Controllers for the purposes of PBS and Digital Support.

Security, Accuracy and Retention of Personal Information

DWP/The LA as Data Controllers will comply with the obligations imposed on them by the Seventh Principle of the Data Protection Act by taking appropriate technical, security and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

DWP/The LA as Data Controllers will ensure they have mechanisms in place to address the issues of physical security, security awareness and training, security management systems development, site-specific information systems security policy and systems specific security policies.

Any data transfers by email between Both Parties will be by secure means (by GCSX/GSI, secure email) and follow an agreed process. Alternatively, referral, with claimant consent may be made by telephone to an agreed, nominated contact.

The exporting Party will ensure that data integrity meets its existing standards unless more rigorous or higher standards are required in which case it will seek to attain such standards.

Personal data obtained by the Data Controllers for the purposes of this DSA should not be retained for any longer than is necessary for the fulfilment of those purposes, when it shall be destroyed.

Disclosure to Third Parties

The LA will not onwardly disclose the specified personal data supplied by DWP for this DSA unless permitted in law, and not without the prior approval of DWP unless required to do so by law.

DWP will not onwardly disclose the specified personal data supplied by the LA for this DSA unless permitted in law, and not without the prior approval of the LA unless required to do so by law.

Commencement and Period of Operation, Variation and Termination

This DSA shall take effect from the date the Parties fix their signatures below and shall continue in force until such time as the DSA is terminated by either or both parties.

The DSA may be varied by written agreement between the Parties.

DWP may terminate this DSA with immediate effect in the event of breach of its obligations by the LA.

The LA may terminate this DSA with immediate effect in the event of breach of its obligations by DWP.

Confidentiality

DWP and the LA are each subject to an obligation under common law to treat personal information held by either of them, or by anyone carrying out functions on their behalf, as private and confidential because it has been disclosed for a strictly limited purpose.

The LA agrees to treat as confidential the specified personal data supplied by DWP for this DSA.

DWP agrees to treat as confidential the specified personal data supplied by the LA for this DSA.

The Parties shall co-operate with each other in handling and disposing of requests made to either of them which are the responsibility under the Freedom of Information Act 2000 of the other.

Dispute Resolution

The Parties shall each appoint a nominated representative to whom any disputes arising from the operation of this DSA shall be referred.

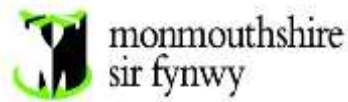
SIGNED for and on behalf of the Department
for Work and Pensions by an
Authorised Signatory

Print name.....
Position.....
Date.....

SIGNED for and on behalf of (Insert LA name) Council
Authorised Signatory

Print name.....
Position.....
Date.....

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SUBJECT: Monmouthshire Homeseach Housing Register – Minor Policy Amendments & Delivery Update

DIRECTORATE: Enterprise

MEETING: Cabinet

DATE: 2nd September 2015

DIVISION/WARDS AFFECTED: All Wards

1. PURPOSE:

1.1 To consider proposed minor amendments to the common allocation policy between the Council and Monmouthshire, Melin and Charter Housing Associations to meet the requirements of Part 2 of the Housing (Wales) Act 2014 which came into effect on 27th April 2015.

2. RECOMMENDATIONS:

2.1 To agree and adopt the minor amendments to the policy with effect from 26th August 2015. **(See Appendix 1, and 2).**

3. KEY ISSUES:

- 3.1 The Allocation Policy was introduced in 2011 and was last reviewed in 2013. The Policy facilitates a common housing register and allocation policy between the Council, Monmouthshire, Charter and Melin Housing Associations, and more recently with Derwen and United Welsh who have joined the partnership. The Allocation Policy, the Housing Register and the Choice Based Letting scheme (CBL) under the banner of Monmouthshire Homeseach, is administered by Monmouthshire Housing Association, through a dedicated team, on behalf of the Council and the other partners, thereby, creating a single point of access for service users.
- 3.2 The Policy utilises a Banding system to assess housing need and determine an applicant's priority. Allocations are made through the CBL Scheme whereby applicants actively express an interest (bids) for vacancies which are advertised through a range of methods.
- 3.3 In addition to ensuring the policy continues to meet the Council's aims, the policy now needs to be updated to reflect the legislation within the Part 2 of the Housing (Wales) Act 2014. The Act has introduced new legislation to ensure that a much greater emphasis is placed on homeless prevention and gives the Council a new power to discharge their homelessness duties through finding accommodation through the private rented sector.
- 3.4 The minor amendments **(See Appendix 1)** consist of:
- Update the policy with reference to the Anti-Social Behaviour Crime & Policing Act 2014
 - Include a statement with regards to the Rent (Agriculture) Act 1976

- Amend the Bandings to reflect section 167 (2) of the Housing (Wales) Act to include within reasonable preference all applicants now owed the new sections 66, 73 or 75 duty.
- Update the policy with reference to the Allocation of Housing and Homelessness (Eligibility) (Wales) Regulations 2014.
- Amend the Choice and Preference Options of the policy with regard to those that the authority owe a s75 duty. The Private Sector Housing Team (PSHT) will bid on suitable properties on behalf applicants who fail to bid for 13 weeks. Any suitable offer from bids placed by the PSHT will be deemed to be the Council's final offer under s75 Part 2 Housing (Wales) Act 2014.
- Amend the Choice and Preference Options of the policy to reflect that homeless applicants who refuse to accept one suitable offer of accommodation may well have their homeless duty ceased but will still have a right of review.
- Update the policy with reference to the ASB Crime and Policy Act.
- Add 'Bypassing' Policy as Appendix to policy. **See Appendix 2**

4. REASONS:

- 4.1 The Council has a statutory duty to periodically review its allocation policy and a review project plan has been implemented for 2015. In addition the Housing Act 1996, as amended by the Homelessness Act 2002, requires authorities to have a published scheme, which determines the priority and procedure for allocating housing accommodation. Also, reasonable preference must be given to those individuals with a high level of housing need.
- 4.2 The policy has been amended to add clarity as to when an applicant may be overlooked by introducing a Bypassing Procedure (see Appendix 2)

5. RESOURCE IMPLICATIONS:

- 5.1 Monmouthshire Housing will continue to administer the policy on behalf of the Council at a rate of £40,000 per year

6. SUSTAINABLE DEVELOPMENT AND EQUALITY IMPLICATIONS:

- 6.1 There are no implications relating to this report. **See Appendix 3.**

7. SAFEGUARDING AND CORPORATE PARENTING IMPLICATIONS

- 7.1 There are no implications relating to this report.

8. **CONSULTEES:** Cabinet Member for Environment, Public Services & Housing; Chief Officer for Enterprise; Homeseach Partners

9. **BACKGROUND PAPERS:** Welsh Government Code of Guidance for the Allocation of Accommodation & Homelessness, April 2015; Allocation of Housing Register Health-Check, January 15 – Andy Gale

10. **AUTHOR:** Karen Durrant. Private Sector Housing Team Manager

11. **CONTACT DETAILS:** Tel: 01495 742437 E-mail: karendurrant@monmouthshire.gov.uk

The “Equality Initial Challenge”

Name: Service area: Housing & Communities Date completed: 19 th June 2015		Please give a brief description of what you are aiming to do. 1. Minor amendments to the Allocations Policy to reflect the new Housing Act 14 and the new Code of Guidance for the allocation of housing accommodation – April 2015	
Protected characteristic	Potential Negative impact Please give details	Potential Neutral impact Please give details	Potential Positive Impact Please give details
Age		x	
Disability		x	
Marriage + Civil Partnership		x	
Pregnancy and maternity		x	
Race		x	
Religion or Belief		x	
Sex (was Gender)		x	
Sexual Orientation		x	
Transgender		x	
Welsh Language		x	

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Please give details about any potential negative Impacts .	How do you propose to MITIGATE these negative impacts
➤ None	➤ The establishment of the joint Housing Solutions Team with Torfaen County Borough Council is intended to create additional flexibility, resilience and capacity to deal with demand and meet the new statutory duty to prevent homelessness
➤	➤ The establishment of the new Private Sector Housing team will increase housing options in Monmouthshire. This includes the Shared Housing & Lodging scheme which is being expanded
➤	➤ The Council will continue identifying new ways to creatively prevent homelessness
➤	➤

Signed Ian Bakewell **Designation:** Housing & Communities Manager **Dated** 19th June 2015

EQUALITY IMPACT ASSESSMENT FORM

What are you impact assessing	Service area
1. Minor amendments to the allocation policy	Housing & Community Services
Policy author / service lead	Name of assessor and date
Ian Bakewell	Ian Bakewell – 19 th June 2015

1. What are you proposing to do?

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- To make minor amendments to the allocation policy to reflect the Housing (Wales) Act 2014 and the Welsh Government Code of Guidance for the Allocation of Accommodation & Homelessness, April 2015. The amendments will:
 - Provide additional clarity to the test of unacceptable behaviour with regards to exclusions to the housing register
 - Reflect displaced Agricultural Workers under the Rent (Agricultural) Act 1976
 - Reflect the new homeless prevention duty in the banding
 - Update the eligibility criteria effectively bringing in line with England
 - To encourage non-bidding applicants assisted by the Housing Solutions Team to bid
 - Update the legal framework which provides context for the policy

2. Are your proposals going to affect any people or groups of people with protected characteristics in a **negative** way? If **YES** please tick appropriate boxes below.

Age		Race	
Disability		Religion or Belief	
Gender reassignment		Sex	
Marriage or civil partnership		Sexual Orientation	
Pregnancy and maternity		Welsh Language	

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Please give details of the negative impact

The decision, which is reviewing the current practice, will have no negative impact on the basis of current practice

4. Did you take any actions to mitigate your proposal? Please give details below including any consultation or engagement.

None undertaken due to no negative impact

5. Please list the data that has been used to develop this proposal? eg Household survey data, Welsh Govt data, ONS data, MCC service user data, Staff personnel data etc..

Housing Register statistics

Signed Ian Bakewell

Designation Housing & Communities Manager

Dated 19th June 2015

The “Sustainability Challenge”

Name of the Officer completing “the Sustainability challenge” Ian Bakewell	Please give a brief description of the aims proposed policy or service reconfiguration Minor amendments to the Allocations Policy to reflect the new Housing (Wales) Act 14 and the new Code of Guidance for the allocation of housing accommodation – April 2015		
Name of the Division or service area Housing & Communities	Date “Challenge” form completed 19 th June 2015		
Aspect of sustainability affected	Negative impact Please give details	Neutral impact Please give details	Positive Impact Please give details
PEOPLE			
Ensure that more people have access to healthy food		X	
Improve housing quality and provision		X	
Reduce ill health and improve healthcare provision		X	

Promote independence		X	
Encourage community participation/action and voluntary work		x	
Targets socially excluded		x	
Help reduce crime and fear of crime		x	
Improve access to education and training		x	
Have a positive impact on people and places in other countries		x	
PLANET		x	
Reduce, reuse and recycle waste and water		x	
Reduce carbon dioxide emissions		x	
Prevent or reduce pollution of the air, land and water		x	
Protect or enhance wildlife habitats (e.g. trees, hedgerows, open spaces)		x	
Protect or enhance visual appearance of environment		x	

PROFIT			
Protect local shops and services		x	
Link local production with local consumption		x	
Improve environmental awareness of local businesses		x	
Increase employment for local people		x	
Preserve and enhance local identity and culture		x	
Consider ethical purchasing issues, such as Fairtrade, sustainable timber (FSC logo) etc		x	
Increase and improve access to leisure, recreation or cultural facilities		x	

What are the potential negative impacts	Ideas as to how we can look to MITIGATE the negative impacts (include any reasonable adjustments)
➤ None	➤

➤	➤
➤	➤
➤	➤

The next steps

- If you have assessed the proposal/s as having a **positive impact please give full details** below

N/A

N/A

Signed Ian Bakewell

Dated 19th June 2015

Appendix 2

Bypassing an Applicant

This appendix to the Monmouthshire Common Allocation Policy sets out the circumstances when a Housing Association partner may bypass an applicant who is next in line to be offered accommodation. It is agreed between the partners of the common allocation policy that:

1. Blanket bans should not be used
2. A decision by any partner housing association to bypass an applicant who would be next in line for an offer of accommodation will only be taken according to the criteria agreed and set out in this policy.
3. Any local letting initiative that the partner housing association wish to apply must only be applied according to the procedure agreed by all partners and set out in this policy.
4. Where a housing association partner to this policy may wish to retain exception rules that do not form part of the common allocation policy, for example, rules relating to the size of accommodation to be offered, or rules relating to offers of accommodation from applicants with former rent arrears or behaviour that has not yet been address or resolved – these rules should be transparent and will be recorded for each housing association as an appendix to the common allocation policy, so it is clear when a named housing association will bypass an applicant and why.

All parties have agreed, as far as possible, to set a common set of rules and to keep exceptions to a minimum but all recognise the need for each body to manage their dwellings appropriately.

Clearly it is not possible to describe every situation where an applicant due an offer of social housing might be bypassed. The following are the most common situations:

a) **The applicant has a social housing tenancy related debt.**

Where information on former tenant arrears only emerges after an offer has been made, that offer may be withdrawn by that housing association and the policy for arrears applied. This would be where the arrears are above 8 weeks' net rent or £500.00 (a payment plan would also need to be in place and paid for at least 6 weeks).

Where information of pending or outstanding recharges only emerges after an offer has been made, that offer may be withdrawn by that housing association. This would apply to recharges for repairs with a total value of over £500 and the case would be referred to the Exclusion Panel for their consideration.

b) **Applicants who are vulnerable and have high support needs or applicants who require a sensitive letting such as MAPPA cases**

There are a number of circumstances where the housing association partner may need to bypass an applicant who is imminently due an offer of social housing. This may be where:

- An applicant may be vulnerable and considered not yet ready to sustain a tenancy
- It is considered there may be a risk to the applicant or others, where for example, a MAPPA case needs to be housed and a sensitive let may need to be planned.

c) **The applicant is not suitable for the social housing allocation with communal entrance/facilities.**

Applicants who are vulnerable or pose a risk to themselves or others can be bypassed by partners.

d) **The property is not suitable for a disabled applicants long term needs**

When considering an offer of accommodation to applicants with a disability, their current and long term needs will be assessed with regards to the suitability of the property

It is not possible to describe every situation where an applicant may be bypassed. Individual cases that fall outside the criteria will need to be discussed by the Exclusion Panel. Discussions may have to be conducted via email as the panel only meets once a month

However, it is important that such applicants do not end up being bypassed because of a lack of pre-offer planning, resulting in an offer not being made because of a lack of information, or an appropriate support package. Where there are applicants who are extremely vulnerable or considered to pose a risk to themselves or others, the case should be submitted to the monthly Exclusion Panel meeting (or discussions conducted via email) to decide whether they are ready to sustain a tenancy and what support package is required, so that an offer of accommodation can be made.

The type of information to be considered by the panel may include:

- Details of any long-term illness, health problem or disability that requires specific or specialist housing, care or support.
- Details of other care and support needs, for example because of vulnerability due to learning difficulties.
- Details of proposed, existing and previous packages of care provision provided by statutory or other bodies where known.
- Relevant and reasonable information with regard to previous history of anti-social behaviour that might impact on the safety of the community.

- Type of accommodation moving from and any additional available accommodation history.

It is also important that no individual housing association houses a disproportionate number of vulnerable or MAPPA cases and a system based on transparency and evidence needs to be established. MAPPA allocations will be made as a percentage of offers for each of the partners - based on the percentage of each organisation's housing stock in Monmouthshire. It is recognised that whilst all partners are happy to accommodate MAPPA cases, the location of the housing stock might not be suitable and therefore the offer will be withdrawn. There must be an evidence based justification as to why any property cannot be used for a vulnerable or MAPPA applicant. PPU and Probation must be contacted before bypassing a MAPPA case and reasons noted in journal. This needs to be considered by the panel and recorded where it is agreed a specific property cannot be used or an individuals' risk or vulnerability means they will be bypassed for a property which their housing needs status would mean they are due to be offered. All offers of accommodation will need to be authorised by the Chief Executive/Director for that particular Housing Association.

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Appendix 1

Monmouthshire Common Allocations Policy Minor amendments re implementing the Housing Wales Act 2014

The proposed minor changes to the Common Allocations Policy are listed below

CoG section	Text	Minor changes to Policy
<p>2.57 Refer to Anti-social Behaviour, @C@rime and Policing Act 2014</p>	<p>7.3.2 Unacceptable behaviour is defined as behaviour which would, if an applicant or member of their household was a secure tenant of the Council, entitle a landlord to possession under any of the Grounds 1 to 7, Schedule 2 of the Housing Act 1985. Unacceptable behaviour includes:</p>	<p>Unacceptable behaviour is defined as behaviour which would, if an applicant or member of their household was a secure tenant of the Council, entitle a landlord to possession under any of the Grounds 1 to 7, Schedule 2 of the Housing Act 1985. To be reasonably classed as unacceptable behaviour there must be a belief that the court would be prepared to grant a possession order based on the behaviour (normally an outright order should be expected). The circumstances at the time of the application must also still mean the applicant is unsuitable. Previous unacceptable behaviour or even an outright possession order, may not justify a decision to treat the applicant as ineligible where that behaviour can be shown by the applicant to have improved. Unacceptable behaviour includes:</p>
<p>3.158 Include statement re The Rent (Agriculture) Act 1976</p>	<p>Add to policy under Section 7</p>	<p>7.5 Displaced Agricultural Workers 7.5 The Rent (Agricultural) Act 1976 (the 1976 Act) requires MCC to use its best endeavours to provide accommodation for displaced agricultural workers s27 of the 1976 Act requires MCC to be satisfied that: 7.51 The dwelling-house from which the worker is displaced is needed to accommodate another agricultural worker 7.52 The farmer cannot provide suitable alternative accommodation for the displaced worker and 7.53 The need to re-house the displaced worker in the interests of efficient agriculture. 7.54 It is important, therefore, for Local Authorities to include in their allocation schemes</p>

Appendix 1

<p>3.2 Section 167 (2) of the Housing Act has been amended by the Wales Act 2014 to include within reasonable preference all applicants now owed the new section 66, 73 or 75 duty.</p>	<p>Band 2B – Homeless Applicants 16.2.12 Applicants accepted as being owed a full duty under Sections 193(2) or 195(2) of Part 7 of the Housing Act 1996 (as amended by the Homelessness Act 2002) by MCC</p> <p>Band 3 – Medium Housing Need 16.3.1 Non Priority Homeless Households Applicants who have a reasonable preference because they have been found by MCC to be unintentionally homeless but not owed a priority need under Sections 190 or 192(2) of Part 7 of the Housing Act 1996 (as amended by the Homelessness Act 2002) by MCC</p>	<p>Band 2B – Homeless Applicants 16.2.12 Applicants accepted as being owed a duty under Section 73 of Part 2 of the Housing (Wales) Act 2014 by MCC, considered to be in priority need and unintentionally homeless 16.2.13 Applicants accepted as being owed a duty under Section 75 of part 2 of the Housing (Wales) Act 2014 to be in priority need and unintentionally homeless</p> <p>Band 3 – Medium Housing Need 16.3.1 – Applicants accepted as being owed a duty under Section 66 of Part 2 of the Housing (Wales) Act 2014 by MCC, who are threatened with homelessness within 28 days and where priority need and/or intentional homelessness remains under investigation by MCC 16.3.2 Applicants accepted as being owed a duty under Section 73 of Part 2 of the Housing (Wales) Act 2014 by MCC, and where priority need is not considered likely, and/or intentional homelessness remains under investigation by MCC 16.3.3 Applicants previously accepted as being owed a duty under Section 73 of Part 2 of the Housing (Wales) Act 2014 but remains homeless following Section 73 duties ending</p>
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Appendix 1

Who can and can't register (Allocation Policy)	Add to 7.2.4	<p>The Allocation of Housing and Homelessness (Eligibility) (Wales) Regulations 2014 amends the eligibility of persons for allocation of social housing and the eligibility of homeless applicants for housing assistance under Parts 6 and 7 of the 1996 Act (effectively bringing eligibility in line with England).</p> <p>These regulations govern applications for social housing made on or after 31 October 2014. Applications made before that date need to be considered under the Housing Act 1996.</p> <p>Applicants subject to immigration control who are/aren't entitled to go on the register (also are/aren't entitled to homelessness assistance) are contained in the The Allocation of Housing and Homelessness (Eligibility) (Wales) Regulations.</p>
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Appendix 1

Choice and Preference Options (Allocation Policy)	<p>9.1.5 Applicants who are owed a full homeless duty by MCC and fail to bid appropriately within 13 weeks of the date of acceptance of the homeless duty will still be entitled to bid, however, Monmouthshire County Council's Housing Options Team will bid on properties which are considered to be suitable for that applicant's household. Any suitable offer from bids placed by MCC's Housing Options Team will be deemed to be an offer under this scheme.</p>	<p>Applicants who are owed a Section 75 duty by MCC and fail to bid appropriately within 13 weeks of the date of acceptance of the homeless duty will still be entitled to bid, however, Monmouthshire County Council's Housing Options Team will bid on properties which are considered to be suitable for that applicant's household. Any suitable offer from bids placed by MCC's Housing Options Team will be deemed to be 9.1.5 Applicants who are owed a full homeless duty by MCC and fail to bid appropriately within 13 weeks of the date of acceptance of the homeless duty will still be entitled to bid, however, Monmouthshire County Council's Housing Options Team will bid on properties which are considered to be suitable for that applicant's household. Any suitable offer from bids placed by MCC's Private Housing Sector Team will be deemed to be the Council's final offer under Section 75, Part 2 Housing (Wales) Act 2014. The banding would then be re-assessed and as per the allocation policy, section 11.1.4 would then apply – See Section</p>
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Appendix 1

<p>Offers and Refusals (Allocation Policy)</p>	<p>11.2.2 Homeless applicants will generally be expected to bid for advertised properties in the same way as other applicants, but bids may also be submitted for suitable properties on behalf of homeless applicants at the discretion of MCC's Housing Options Team. This will be applied if in the opinion of Monmouthshire County Council's Housing Options Team, the applicant has not maximised their bidding for a period of 13 weeks following acceptance of duty or at any period after the initial 13 weeks.</p> <p>Accepted homeless applicants will therefore be expected to bid on all properties that are suitable for the needs of their household.</p> <p>11.2.8 If a homeless applicant refuses to accept two suitable offers of accommodation, MCC may decide to cease it's homeless duty to them. The homeless applicant has a right of review of this decision.</p> <p>11.2.10 Add to policy</p>	<p>Homeless applicants will generally be expected to bid for advertised properties in the same way as other applicants, but bids may also be submitted for suitable properties on behalf of homeless applicants at the discretion of MCC's Housing Solutions/Private Sector Housing Team. This will be applied if in the opinion of MCC's Housing Solutions/Private Sector Housing Team, the applicant has not maximised their bidding for a period of 13 weeks following acceptance of duty or at any period after the initial 13 weeks.</p> <p>Any suitable offer from bids placed by the team will be deemed to be a final offer under S75, Part 2 Housing (Wales) Act 2014, to discharge its statutory duties. If the offer is refused and the homelessness duty is ended, the Council will automatically remove the reasonable preference awarded for homeless. The application will be reassessed and the applicant placed in a band that reflects their newly assessed need. Accepted homeless applicants will therefore be expected to bid on all properties that are suitable for the needs of their household.</p> <p>If a homeless applicant refuses to accept one suitable offers of accommodation, MCC may decide to cease it's homeless duty to them. The homeless applicant has a right of review of this decision. Then after being reassessed, Section 11.1.4 would apply</p> <p>There may be circumstances when a Housing Association partner may bypass an applicant who is next in line to be offered accommodation. Refer to Appendix 3 for a list of these circumstances.</p>
<p>Appendix 2 Exclusion and Reduced Preference Policy (Allocation Policy)</p>	<p>Add to 3.1.3</p>	<p>To be reasonable there must be belief that the court would be prepared to grant a possession order (normally an outright order) and the circumstances at the time of the application must also still mean the applicant is unsuitable.</p>

Appendix 1

Appendix 2 Exclusion and Reduced Preference Policy (Allocation Policy)	Add 3.1.5	ASB Crime and Policing Act enables the partners of the Monmouthshire Housing Register (MHR) to treat an applicant as ineligible for an allocation of housing accommodation if that persons' behaviour would be sufficient to entitle a possession order on the grounds of serious Anti-social Behaviour in line with the ASB Crime and Policing Act 2014.
Appendix 3 By passing an applicant (Allocation Policy)	Add to policy	See attached

SUBJECT:	Proposed Funding to Caldicot Town Team
MEETING:	Cabinet
DATE:	2nd September 2015
DIVISION/WARDS AFFECTED:	Green Lane

1. PURPOSE:

- 1.1 To seek approval to release £2,000.00 of s106 contributions received from ASDA, to support the ongoing running costs of the Caldicot Town Team.

2. RECOMMENDATIONS:

- 2.1 To agree the release of £2,000.00 of s106 contributions, received from ASDA, to support the running costs associated with the Caldicot Town Team.

3. KEY ISSUES:

- 3.1 Caldicot Town Team was established in 2013, following a report prepared by consultants 'the Means', which identified the need to set up a Town Centre Partnership to "bring together public and private interests in the town around an agenda clearly focused on improving the vitality and vibrancy of the town centre".
- 3.2 The Town Team is now a fully constituted Community Interest Company (CIC) and has been integral to the success of events, activities and projects in the Town Centre, since its formation.
- 3.3 S106 funding, amounting to £225,000.00, has now been received from ASDA in relation to schedule 3 of the planning agreement which allows support for:
- 'the establishment of a town centre partnership for the purpose of developing and implementation of an action plan and financial budget for the improvement and promotion of Caldicot Town Centre'.
- 3.4 The Caldicot Town Team submitted a Business Case application to the Severnside Programme Board on 30th June 2015, seeking additional funding support for running costs associated with the operation of the town team.

These included estimated commitments/costs as follows:

- Public Liability Insurance - £550
- Electric (office) £120

- Ongoing expenses - £100 each quarter
- Office stationary & Postage - £100 approx.
- Marketing Materials - £550
- Miscellaneous - £580

3.5 The Severnside Programme Board approved the application for referral to Cabinet at its meeting of 30th June 2015.

4. REASONS:

4.1 To enable the Caldicot Town Team to function effectively and continue regeneration activity in the town - improving footfall, vibrancy and confidence.

4.2 To comply with requirements that applications for funding support from s106 ASDA contributions can only be recommended for approval by the Severnside Programme Board, but must be approved by Cabinet,

5. RESOURCE IMPLICATIONS:

5.1 S106 contributions to a value of £225,000.00 have been received towards 'Town Centre Partnership Promotion & Improvement'.

5.2 To date, projects to a value £41,710.00 have been committed under this heading. The amount requested is significantly within the remaining balance of £183,290.00 available.

6. SUSTAINABLE DEVELOPMENT AND EQUALITY IMPLICATIONS:

6.1 The significant equality impacts identified in the assessment (Appendix 1) are summarised below for members' consideration:

No negative impacts identified

.2 The actual impacts from this report's recommendations will be reviewed every year and criteria for monitoring and review will include:

Increased footfall in the town centre

Increased investment in the town centre

Increased market trading opportunities

Improvements in digital accessibility in the town centre

7. CONSULTEES:

All Cabinet Members

Leadership team

Head of Community Delivery – Debra Hill-Howells

Head of Enterprise – Peter Davies

Head of Finance – Joy Robson

Head of Legal Services – Rob Tranter

Local Members – Severnside Area

8. BACKGROUND PAPERS:

Cabinet Paper 2nd April 2014 – 'Proposed Funding to Caldicot Town Team'

9. AUTHOR: Colin Phillips, Whole Place Officer

10. CONTACT DETAILS:

Tel: 01633 644848

E-mail: colinphillips@monmouthshire.gov.uk

The “Equality Initial Challenge”

Name: Colin Phillips Service area: Community Led Delivery Date completed: 5 th August 2015		Please give a brief description of what you are aiming to do. The report seeks to release s106 funding to support the ongoing operational costs of the Caldicot Town Team	
Protected characteristic	Potential Negative impact Please give details	Potential Neutral impact Please give details	Potential Positive Impact Please give details
Age		X	
Disability		X	
Marriage + Civil Partnership		X	
Pregnancy and maternity		X	
Race		X	
Religion or Belief		X	
Sex (was Gender)		X	
Sexual Orientation		X	
Transgender		X	
Welsh Language		X	

Please give details about any potential negative Impacts .	How do you propose to MITIGATE these negative impacts
➤ N/A	➤
➤	➤
➤	➤
➤ Page 51	➤

Signed: C Phillips

Designation: Whole Place Officer

Dated: 5th August 2015

EQUALITY IMPACT ASSESSMENT FORM

What are you impact assessing	Service area
The Impact of agreeing to release s106 funding to support the ongoing operational costs of the Caldicot Town Team	Community Led Delivery
Policy author / service lead	Name of assessor and date
Debra Hill-Howells	Colin Phillips 5 th August 2015

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What are you proposing to do?

By releasing funding to support operational costs it will enable the Caldicot Town Team to continue to function with town centre premises and support activities aimed at regenerating the town centre.

2. Are your proposals going to affect any people or groups of people with protected characteristics in a **negative** way? If **YES** please tick appropriate boxes below.

Age		Race	
Disability		Religion or Belief	
Gender reassignment		Sex	
Marriage or civil partnership		Sexual Orientation	
Pregnancy and maternity		Welsh Language	

3. Please give details of the negative impact

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None of the above groups will be impacted upon negatively.

4. Did you take any actions to mitigate your proposal? Please give details below including any consultation or engagement.

N/A

5. Please list the data that has been used to develop this proposal? eg Household survey data, Welsh Govt data, ONS data, MCC service user data, Staff personnel data etc..

N/A

Signed...C Phillips.....**Designation**.....Whole Place Officer.....**Dated**.....5th August 2015

The “Sustainability Challenge”

Name of the Officer completing “the Sustainability challenge” Colin Phillips		Please give a brief description of the aims proposed policy or service reconfiguration The report seeks to release s106 funding to support the ongoing operational costs of the Caldicot Town Team	
Name of the Division or service area Community Led Delivery		Date “Challenge” form completed 5th August 2015	
Aspect of sustainability affected	Negative impact Please give details	Neutral impact Please give details	Positive Impact Please give details
PEOPLE			
Ensure that more people have access to healthy food		X	
Improve housing quality and provision		X	
Reduce ill health and improve healthcare provision		X	
Promote independence		X	
Encourage community participation/action and voluntary work			The funding will support ongoing community and volunteer activity of the Caldicot Town Team
Targets socially excluded		X	

Help reduce crime and fear of crime		X	
Improve access to education and training		X	
Have a positive impact on people and places in other countries		X	
PLANET			
Reduce, reuse and recycle waste and water		X	
Reduce carbon dioxide emissions		X	
Prevent or reduce pollution of the air, land and water		X	
Protect or enhance wildlife habitats (e.g. trees, hedgerows, open spaces)		X	
Protect or enhance visual appearance of environment		X	
PROFIT			
Protect local shops and services			The funding will support the ability of the Caldicot Town Team to promote regeneration activity in the town centre.
Link local production with		X	

local consumption			
Improve environmental awareness of local businesses		X	
Increase employment for local people		X	
Preserve and enhance local identity and culture		X	
Consider ethical purchasing issues, such as Fairtrade, sustainable timber (FSC logo) etc		X	
Increase and improve access to leisure, recreation and cultural facilities		X	

What are the potential negative Impacts	Ideas as to how we can look to MITIGATE the negative impacts (include any reasonable adjustments)
➤ None	➤

The next steps

- If you have assessed the proposal/s as having a **positive impact please give full details** below

Explanations provided within table

- If you have assessed the proposal/s as having a **Negative Impact** could you please provide us with
- mitigate the negative impact:

- If you have assessed the proposal/s as having a **negative impact** please provide us with details of what you propose to do to mitigate the negative impact

Signed Colin Phillips

Dated 5th August 2015



Business Case

To: Severnside Program Board

Ref: Funding - Running Costs

Date: 22/06/2015

Purpose

Caldicot Town Team would like to apply for £2,000 to help with the running costs of the group. This cost covers the costs associated with the office, electric, Public Liability Insurance, ongoing fuel expenses and miscellaneous items.

Finances

The application for £2,000 covers the following;

Public Liability Insurance £550

Electric (office) £120 approx.

Ongoing expenses approx. £100 each quarter

Office stationary & Postage £100 approx.

Marketing Materials £550 approx.

Remaining £580 approx.

Returns

There are no returns on this application, we are however seeking out funding sources who cover running costs to enable us to become more self-sustainable in the future. We also managed to raise just over £81 in donations at the Eisteddfod Proclamation day.

Summary

The benefits of this application allow us to continue running the Town Team in a professional and capable manner, and allows us to continue engaging with the public to recruit new helpers to the cause.

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Amount of funded requested: £2,000

Benefits: Providing Caldicot Town Team with funding will help us engage and continue running professionally within the community.

Recommendation: That the Programme Board agrees to the requested funding amount of £2,000, which covers ongoing running costs for the group.