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To: Cllr Ian Roberts (Leader)

Councillors: Glyn Banks, Chris Bithell, Derek Butler, Dave Hughes, Christine Jones, Billy Mullin and Carolyn Thomas

8 July 2020

Dear Sir/Madam

NOTICE OF VIRTUAL MEETING
CABINET
TUESDAY, 14TH JULY, 2020 at 1.30 PM

Yours faithfully

Robert Robins
Democratic Services Manager

Please note: Due to the current restrictions on travel and the requirement for social distancing, this meeting will not be held at its usual location. This will be a virtual meeting and 'attendance' will be restricted to Committee Members. The meeting will be recorded.

If you have any queries regarding this, please contact a member of the Democratic Services Team on 01352 702345

AGENDA

1 **APOLOGIES**

Purpose: To receive any apologies.

2 **MINUTES** (Pages 5 - 16)

Purpose: To confirm as a correct record the minutes of the meeting held on 16th June 2020.

3 **DECLARATIONS OF INTEREST**

Purpose: To receive any declarations and advise Members accordingly.

TO CONSIDER THE FOLLOWING REPORTS

STRATEGIC REPORTS

4 **ANNUAL REVIEW OF FEES AND CHARGES** (Pages 17 - 48)

Report of Chief Officer (Streetscene and Transportation) - Cabinet Member for Corporate Management and Assets

Purpose: To recommend the fees and charges for 2020/21 following the annual review.

OPERATIONAL REPORTS

5 **COUNCIL PLAN 2019/20 END OF YEAR MONITORING** (Pages 49 - 204)

Report of Chief Executive - Cabinet Member for Corporate Management and Assets

Purpose: To report the performance out-turn for the Council Plan for 2019/20.

6 **INTERIM REVENUE BUDGET MONITORING REPORT 2020/21** (Pages 205 - 214)

Report of Corporate Finance Manager - Cabinet Member for Finance

Purpose: To provide details of the known risks and issues for 2020/21 for the Council Fund and Housing Revenue Account.

7 **21ST CENTURY SCHOOLS - MUTUAL INVESTMENT MODEL UPDATE** (Pages 215 - 246)

Report of Chief Officer (Education and Youth), Chief Officer (Housing and Assets) - Cabinet Member for Corporate Management and Assets, Leader of the Council and Cabinet Member for Education

Purpose: To update on the Mutual Investment Model (MIM) process, and to seek approval to execute the Strategic Partnership Agreement (SPA) with the Welsh Education Partnership co (WEPco).

8 COMMUNAL HEATING CHARGES 2020/21 (Pages 247 - 250)

Report of Chief Officer (Housing and Assets) - Cabinet Member for Housing

Purpose: To recommend heating charges in Council properties with communal heating systems for 2020/21.

9 REVIEW OF PUBLIC SPACE PROTECTION ORDERS (Pages 251 - 258)

Report of Chief Officer (Planning, Environment and Economy), Chief Officer (Streetscene and Transportation) - Cabinet Member for Planning and Public Protection, Deputy Leader of the Council and Cabinet Member for Streetscene and Countryside

Purpose: To seek approval to commence the consultation on the renewal of the Public Space Protection Orders.

10 SUPPORTING LIVING FRAMEWORK AND COMMISSIONING OF SERVICES (Pages 259 - 384)

Report of Chief Officer (Social Services) - Cabinet Member for Social Services

Purpose: To seek approval to re-commission several existing supported living properties under the new North Wales Supported Living Framework.

11 EXERCISE OF DELEGATED POWERS (Pages 385 - 386)

Purpose: To provide details of actions taken under delegated powers.

FORWARD WORK PROGRAMME - COUNTY COUNCIL, CABINET, AUDIT AND OVERVIEW & SCRUTINY - FOR INFORMATION

LOCAL GOVERNMENT (ACCESS TO INFORMATION) ACT 1985 - TO CONSIDER THE EXCLUSION OF THE PRESS AND PUBLIC

The following item is considered to be exempt by virtue of Paragraph(s) 15 of Part 4 of Schedule 12A of the Local Government Act 1972 (as amended).

The report contains Information on contemplated consultations or negotiations on employment issues and the public interest in withholding the information outweighs the public interest in disclosing the information until the staffing issues have been resolved.

12 TEST, TRACE AND PROTECT (TTP) (Pages 395 - 406)

Report of Chief Executive - Cabinet Member for Corporate Management and Assets

Purpose: To present the proposed regional employment model for the Test, Trace and Protect (TTP) Programme for adoption.

The following item is considered to be exempt by virtue of Paragraph(s) 15 of Part 4 of Schedule 12A of the Local Government Act 1972 (as amended).

The report contains Information on contemplated consultations or negotiations on employment issues and the public interest in withholding the information outweighs the public interest in disclosing the information until the staffing issues have been resolved.

13 BENEFITS SERVICES RESOURCES (Pages 407 - 414)

Report of Chief Officer (Housing and Assets) - Cabinet Member for Corporate Management and Assets

Purpose: To review resource requirements in the Benefits Service and seek support for proposal for increased capacity.

The following item is considered to be exempt by virtue of Paragraph(s) 14 of Part 4 of Schedule 12A of the Local Government Act 1972 (as amended).

The report contains details of proposed contracts and the public interest in revealing the information is outweighed by the public interest in withholding it until the contract has been awarded.

14 SALE OF CRESCENT FARM, GREENFIELD (Pages 415 - 420)

Report of Chief Officer (Housing and Assets) - Cabinet Member for Corporate Management and Assets

Purpose: To approve the sale of Crescent Farm, Greenfield

CABINET
16TH JUNE 2020

Minutes of the meeting of the Cabinet of Flintshire County Council held virtually via Webex on Tuesday 16th June, 2020.

PRESENT: Councillor Ian Roberts (Chair)

Councillors: Glyn Banks, Chris Bithell, Dave Hughes, Christine Jones, Billy Mullin and Carolyn Thomas.

IN ATTENDANCE:

Chief Executive, Chief Officer (Governance), Corporate Finance Manager, Chief Officer (Planning, Environment and Economy), Chief Officer (Social Services), and Team Leader – Democratic Services.

APOLOGY:

Councillor Derek Butler.

OTHER MEMBERS IN ATTENDANCE:

Councillor Hilary McGuill.

The Leader and all Cabinet Members expressed their thanks to all employees of Flintshire County Council for the way in which they had responded to the emergency situation, working throughout and sometimes carrying out different roles. Councillor Roberts also thanked the public for following lockdown rules which had been critical in managing the peak of the outbreak and all of the staff who continued to run critical services.

170. DECLARATIONS OF INTEREST

None.

171. MINUTES

The minutes of the meetings held on 18th February and 17th March were submitted and approved as a correct record.

RESOLVED:

That the minutes be approved as a correct record.

172. FLINTSHIRE LOCAL DEVELOPMENT PLAN – UPDATE ON PROGRESS AND POSITION WITH THE PLAN’S TIMETABLE

Councillor Bithell introduced the Flintshire Local Development Plan – Update on Progress and Position with the Plan’s Timetable report.

Work on the Council’s Local Development Plan (LDP) was guided by a Delivery Agreement which had to be approved by the relevant Welsh Minister. Part

of that agreement was a timetable that committed the Council to reach key milestones in Plan preparation by prescribed dates.

Following the public consultation that ended in November, the Plan had remained 'on track'. However the present emergency situation and the lack of public access to key public buildings such as Council offices, Connects Centres and libraries prevented a full list of all of the representations received from being made available for public inspection, as required by legislation. In addition, the inability of the Council to meet to agree the responses and to the submission of the Plan for Examination had meant that the Plan's timetable had been required to be reviewed and amendments proposed.

The Chief Officer (Planning, Environment and Economy) explained that the report highlighted the good progress made with the Plan; the reasons for the need to review the timetable; how that had been discussed with Welsh Government (WG) and the Planning Inspectorate; and the implications in terms of a revised timeline for the plan, including the consideration of and decisions the Council would need to take, and when. Key points arising from discussions with WG and the Planning Inspectorate were outlined in the report.

It would not be feasible to publish representations until July at the earliest. This would mean a meeting of County Council in September and a provisional date of 29th had been set. Submission of the Plan for Examination would then be in October and would trigger formal appointment of an Inspector and preparations for an Examination in late January 2021.

In response to a question from Councillor Thomas on libraries and representations being made available to the public, the Chief Executive explained that there had not been a national agreement for libraries to open. The Chief Officer added that WG had invited the Council to develop a strategy for representations to be made available, with the website being part of that.

Councillor Heesom, as Chair of Environment Overview and Scrutiny Committee had expressed views on the impact of flooding and flood risk. The Chief Officer said the report before Cabinet Members was not to look into the detail of the LDP, but was about changes to the delivery dates.

RESOLVED:

- (a) That Cabinet note the continuing positive progress being made by the Local Development Plan; and
- (b) That the amended timetable shown within Appendix 1 of the report for the key remaining stages in plan preparation be approved, and a formal request be made to Welsh Government to agree a revision to the Local Development Plan Delivery agreement timetable

173. REVENUE BUDGET MONITORING – FINAL OUTTURN 2019/20

Councillor Banks introduced the Revenue Budget Monitoring – Final Outturn 2019/20 report which provided the outturn position for the Council Fund and Housing Revenue Account.

The Statement of Accounts would be subject to audit over the summer and the final audited accounts would be presented to Audit Committee in September for formal approval.

As had been reported previously, specific areas were under tactical review to further reduce the overspend position, with the outcome of those not being fully known until late in the accounts closedown programme. The main areas under review were the final outcome of the Single Person Discount Scheme and the ongoing review of the complex Central Loans and Investment Account.

Measures had been introduced to review and challenge non-essential spend and recruitment to vacancies with the aim of reducing in-year expenditure to 'dampen' the projected overspend at that time. That work had resulted in a positive impact on the outturn position.

The response to the emergency situation with Covid-19 was immediate with impacts on Council services. Reductions in projected expenditure no longer required in mid-late March, as some services were adjusted in response, also had a positive effect on the outturn position.

The Corporate Finance Manager added that, as in previous years, there were late awards of grant from Welsh Government (WG), the Health Board and other third parties. The positive movements for items under review and additional grant funding totalled £1.108M. The cumulative effect of other movements was a further positive impact of £0.855M on the outturn position.

The final year end position was:

Council Fund

- An operating surplus of £0.439M (£1.524M deficit at Month 11)
- A Contingency Reserve balance as at 31st March 2020 of £2.370M

Housing Revenue Account (HRA)

- Net in year expenditure was £0.686M lower than budget
- A closing un-earmarked balance as at 31st March 2020 of £2.008M

When considering the final year end position, it was acknowledged that there had been a significant movement from Month 10. However, as a proportion, the positive movement of £1.963M from Month 10 to year end was only 0.72% of the Annual Budget of £271.350M. There were a number of factors influencing the movement and they were detailed in the report.

The Chief Executive added that it was important to note that the majority of the positive budget movements gave only a one-off benefit and would not have been material to the budget-setting process for 2020/21. Had those movements been known at the time of budget-setting then Council would have been advised to increase the Contingency Reserve to safeguard against the significant open risks that were reported at the time.

The Corporate Finance Manager highlighted areas of the report: the overall position; significant movements; achievement of planned in-year efficiencies; reserves and balances; and council fund earmarked reserves 2019/20.

Councillor Carver, as Chair of Corporate Resources Overview and Scrutiny Committee made the following comments:

“In these difficult and demanding times, Council staff are to be congratulated on their financial achievements in keeping on top of COVID-19 challenges which six months ago were unexpected.

However, I am concerned that the Annual Variance for Transportation is 11.35% of the Approved Budget.

With regard to Out of County Placements, it is still my view as suggested previously, that costs for Out of County Placements, which are so unpredictable, should be serviced from a central Welsh Government budget, rather than from a Council's resources. That would of course obviously require a change in Welsh Government policy/legislation”.

RESOLVED:

- (a) That the overall report and the Council Fund contingency sum as at 31st March 2020 be noted; and
- (b) That the final level of balances on the Housing Revenue Account as at 31st March 2020 be noted.

174. CAPITAL PROGRAMME – FINAL OUTTURN 2019/20

Councillor Banks introduced the Capital Programme – Final Outturn 2019/20 report which summarised the final outturn position together with changes made to the Capital Programme during the last quarter.

The Capital Programme had seen a net reduction in budget of £6.348M during the last quarter which comprised of:

- Net budget reduction in the programme of £0.494M – Council Fund (CF) £0.948M, Housing Revenue Account (HRA) £0.454M; and
- Net Carry Forward to 2020/21 - £4.034M, additional School Maintenance Grant £2.185M partially offset by Carry Forward reversal of £0.365M.

The Corporate Finance Manager explained that actual expenditure for the year was £63.014M. The final outturn funding surplus from the 2019/20 – 2021/22 Capital Programme was £1.145M.

The 2020/21 – 2022/23 Capital Programme was approved on 28th January 2020, with a funding deficit of £2.264M. The surplus carry forward would lead to an opening funding position deficit of £1.119M, prior to the realisation of additional capital receipts and/or other funding sources.

Councillor Carver, as Chair of Corporate Resources Overview and Scrutiny Committee, made the following comment:

“In these difficult and demanding times, Council staff are to be congratulated on their financial achievements in keeping on top of COVID-19 challenges which six months ago were unexpected”.

RESOLVED:

- (a) That the overall report be approved;
- (b) That the carry forward adjustments be approved; and
- (c) That the funding of schemes from the current ‘headroom’ be approved.

175. PRUDENTIAL INDICATORS – ACTUALS 2019/20

Councillor Banks introduced the Prudential Indicators – Actuals 2019/20 report and explained that under the Prudential Code for Capital Finance in Local Authorities, Councils were required to set a range of Prudential Indicators.

The report provided details of the Council’s actual Prudential Indicators for 2019/20 compared with the estimates set for:

- Prudential Indicators for Prudence; and
- Prudential Indicators for Affordability.

Councillor Carver, as Chair of Corporate Resources Overview and Scrutiny Committee made the following comment:

“I am satisfied with the report and I congratulate Council staff involved on their financial achievements in keeping on top of COVID-19 challenges which six months ago were unexpected”.

RESOLVED:

That the report be approved.

176. WELSH LANGUAGE ANNUAL MONITORING REPORT 2019/20

Councillor Mullin introduced the Welsh Language Annual Monitoring Report 2019/20 report which provided an overview of progress in complying with the Welsh Language Standards and identified areas in which to progress and improve.

The Policy Development Officer – Equalities explained that the Council had a statutory duty to publish an annual report setting out how it had met the Welsh Language Standards (WLS). The Standards which the Council had to comply with were set out in a Compliance Notice. They were unique to each organisation and specified what the organisations were expected to implement in Welsh and by when they were required to comply.

There had been some outstanding areas of achievement promoting the Welsh language which were outlined in the report. There were also three areas outlined in the report where issues remained as areas in which to progress and improve.

There had been two complaints about Welsh language during 2019/20, compared to six in 2018/19. The Welsh Language Commissioner decided not to investigate either of the two complaints as the Council had already taken actions to rectify the error.

Next steps were identified as:

- A mid-year report on the areas in which to progress and improve would be submitted to Cabinet;
- Workforce communications would be published to increase the number of employees who completed the Welsh language awareness e-learning module;
- Regular communications regarding compliance with and celebration of the Welsh Language Standards would be shared with the workforce; and
- Work with the Welsh Language Network to reduce the number of employees who reported that they did not have any Welsh language skills.

Councillor Bithell asked which languages the document was produced in, and was advised English and Welsh. If a request was made for it be available in another language that would be provided upon request. He commented that it was important for County Councillors to also attend e-learning modules.

Councillor Carver, as Chair of Corporate Resources Overview and Scrutiny Committee made the following comment:

“My view is that the annual report 2019/20 should be approved. There is however a minor omission; in that within the 2018/19 annual report, reference was made to their having been three complaints referred to the Welsh Language Commissioner of which two were dealt with. At the time of the report, the third complaint was still being investigated by the Welsh Language Commissioner. The 2019/20 Report however, does not refer to the outcome of

that third complaint of 2018/19". The Policy Development Officer – Equalities explained that a judgement had been reached and a breach was the outcome and related to a contractor.

RESOLVED:

- (a) That the areas in which to progress and improved be noted, and a mid-year report on progress be built into the Forward Work Programme;
- (b) That the publication of the report on the Council's website be approved; and
- (c) That the Welsh Language Annual Report be included on the forward work programme of Corporate Resources Overview and Scrutiny Committee.

177. SOCIAL SERVICES ANNUAL REPORT

Councillor Christine Jones introduced the Social Services Annual Report and explained that the Statutory Director of Social Services was required to produce the report, summarising their view on their local authority's social care functions, and priorities for improvement, as legislated in the Social Services and Wellbeing (Wales) Act 2014 and the Regulations and Inspections Act (Wales) 2015.

The purpose of the Social Services Annual Report was to set out a self-evaluation with priorities for improvement. The report would form an integral part of Care Inspectorate Wales' (CIW) performance evaluation of Social Services. The evaluation also informed the Wales Audit Office's assessment of the Council as part of their annual improvement report.

The Chief Officer (Social Services) explained that the style of the report followed that of previous reports and would be produced in an electronic friendly style by Double Click. The report would also be translated and be made available in a bi-lingual format on the Council's website following approval.

The annual report outlined the improvement priorities identified for 2020/22 and they were detailed in the report, including the extension of Marleyfield and the implementation of the 'Mockingbird Model' of Fostering.

As Chair of Social and Health Care Overview and Scrutiny Committee, Councillor McGuill asked a number of question which had been responded to directly via email, as detailed below:

Q - How many micro care units are up and operating caring for how many clients (lot of money going into this and perfect timing with lockdown to grow these businesses)

A - As described within the report this is a Pilot with funding coming WG Rural Communities and Economic Challenge grants, significant amounts of work had been undertaken pre Coronavirus, and we were at the point of having a number of Micro care interested and ready to go. However this has halted due to the C19 regulations PHW guidance. We continue to develop and

advertise the work we are doing and will be ready move forward with at least two micro cares once lock restriction are eased.

Q - Technology usage has expanded massively across all ages and abilities what are we doing to capture this and again grow this form of contact with people? Training is one field but so many others now is the time to “go for it”.

A - As part of the regional transformational projects, which Flintshire leads on, we have launched the get checked out website for people with a learning disability, this is a live website and it will evolve as people begin to use this, we will know how many hits we've had on this. There is excellent use of technology in children's service and this has proved to be a really popular medium during lock down, staff are reporting the young people are very engaged so good learning for the future use of tech in this area. Alongside this our training team are using technology including Zoom and other online training resources to ensure staff are well trained and supported. I pads are being used with individuals to help them stay in touch with family and this will continue.

Q - We state our aim is prevention rather than relying upon mental health services but how? There will certainly be more need for these services very soon.

A - We have a very successful programme of work for people with enduring mental health by way of wide ranging recovery classes and back to work schemes. We are working with health colleagues and part of the North Wales Mental Health Transformation work to open I can centres, one will be based in Flint Library. This was due to open in the spring, unfortunately that is now on hold but once there is easement on the regs we will pick this work back up.

Q - Where we are weekly testing staff in social care settings and our homes, and i am also assuming domiciliary care staff, what testing are we doing in order to protect our users?

A - Whilst this is not a question for the Director's report, in short there are significant amounts of work going on re testing all social care staff across the sector. Residential care staff are the focus of the work at the moment as the Coronavirus is more prevalent in care homes and less so for those in receipt of care in the community. PHW website has all the details. To confirm Flintshire Social Services has led the North Wales silver Cell and are very well sighted and proactive in our approach to supporting the whole sector.

Q - Arosfa is this being used since March? If so how? Is there still a cost to us?

A - Yes this facility is still being used and complying with PHW regulations in relation to numbers, social distancing and priority needs for disabled children. We continue to fund Arsofa as the facility is open albeit for fewer young people. Irrespective of whether it's open or not there is national government guidelines in place regarding funding for services, as part of the Governments Furlough arrangements.

Q - Day services like Hwb Cyfle - same is it being used? Costs etc.

A - Yes this facility is still being used as above and priority needs for people with a learning disability, in addition there is significant on line work and regular contact with this group.

Q - Assessment centre Ewloe - Social Services development team - is this a dedicated training centre? Where is it?

A - The workforce development team are now based in Ty Dewi Sant and we have training rooms in the basement of the building to deliver training as well as having use of the auditorium for larger training sessions.

Two errors one is page 21 second column first sentence and also the third column. Also page 37 insight twice.

Noted and thank you.

RESOLVED:

That the annual report be approved and adopted.

178. EXERCISE OF DELEGATED POWERS

An information item on the actions taken under delegated powers was submitted. The actions were as set out below:-

Streetscene and Transportation

- **Flintshire County Council. Section 23 of the Road Traffic Regulation Act 1984. Proposed Pedestrian Crossing on B5129 Chester Road and Leaches Lane, Mancot**

To advise Members of the objections received following the advertisement of the proposed Pedestrian Crossing (Zebra) on Leaches Lane, Mancot.

- **Flintshire County Council. Mancot Lane, Willow Lane, Field View, Mancot Way, Crossways, Hawarden Way, Leaches Lane, Foxes Close, Cottage Lane, Colliery Lane, The Paddock, Wilton Road, Clos Coed, Mancot Royal Close and Earle's Crescent, Mancot. Proposed Prohibition of Waiting at any Time and Limited Waiting**

To advise Members of the objections receive following the advertisement of the proposed Waiting Restrictions on Mancot Lane, Willow Lane, Field View, Mancot Way, Crossways, Hawarden Way, Leaches Lane, Foxes Close, Cottage Lane, Colliery Lane, The Paddock, Wilton Road, Clos Coed, Mancot Royal Close and Earle's Crescent, Mancot.

- **Flintshire County Council. Leaches Lane, Hawarden Way, Foxes Close, Earle's Crescent, Field View, Cottage Lane, The Paddock, Colliery Lane, Wilton Road, Willow Lane, Hampton Avenue, Clos Coed, Marnel Drive, Mancot Royal Close, Crossways, Mancot Way, Ashfield Crescent, Maxwell Avenue, Wenlock Crescent, Sunnyside, Deiniol's Road, Oakley**

Road, Leaches Close, Oak Court, Orchard Close, Westway and Mancot Lane, Mancot.

To advise Members of the objections received following the advertisement of the proposed 20mph Speed Limit and 20mph Speed Limit Zone on Leaches Lane, Hawarden Way, Foxes Close, Earle's Crescent, Field View, Cottage Lane, The Paddock, Colliery Lane, Wilton Road, Willow Lane, Hampton Avenue, Clos Coed, Marnel Drive, Mancot Royal Close, Crossways, Mancot Way, Ashfield Crescent, Maxwell Avenue, Wenlock Crescent, Sunnyside, Deiniol's Road, Oakley Road, Leaches Close, Oak Court, Orchard Close, Westway and Mancot Lane, Mancot.

- **Flintshire County Council Highways Act 1980 Section 90C. Notice of Proposal to Construct Flat Top Raised Tables at Church Street, Flint, Flintshire**

To advise Members of an objection received following the advertisement of the proposal Flat Top Raised Tables at Church Street, Flint.

- **Flintshire County Council. A548 Chester Street, A548 Chester Road, A548 Holywell Street, A548 Trelawny Square, Evans Street, Duke Street, Park Avenue, Castle Dyke Street, Marsh Lane, St Mary's Walk, Barons Close Borough Grove, Trelawny Avenue, Lower Sydney Street, Church Street, Earl Street, Lower Mumforth Street, Corporation Street, Salusbury Street, Castle Street, Syndey Street, Feather Street, Queen Street and Market Square / Y Farchnad Flint. Proposed Prohibition of Waiting, Prohibition of Waiting at Any Time and Limited Waiting.**

To advise Members of the objections received following the advertisement of the proposed Prohibition of Waiting At Any Time and Limited Waiting on A548 Chester Street, A548 Chester Road, A548 Holywell Street, A548 Trelawny Square, Evans Street, Duke Street, Park Avenue, Castle Dyke Street, Marsh Lane, St Mary's Walk, Barons Close, Borough Grove, Trelawny Avenue, Lower Sydney Street, Church Street, Earl Street, Lower Mumforth Street, Corporation Street, Salusbusy Street, Castle Street, Sydney Street, Feather Street, Queen Street and Market Square / Y Farchnad Flint.

- **Surface Dressing Contract 2020-2024**

Flintshire County Council propose to undertake a programme of carriageway surface dressing works which will be undertaken annually in various locations throughout the County, up to the value of £350k per annum over a five year period subject to future funding being available. The cumulative value of the works over the full five year term will be up to £1.75M. The report sought a decision on the procurement of an external supplier to undertake the works on behalf of the Council.

- **A5026 Fron Park Road, Pen Y Ball Street, West Drive, Cae Mefus and A5026 Lloc, Holywell. Proposed Prohibition of Waiting At Any Time**

To advise Members of the objections received following the advertisement of the proposed Prohibition of Waiting At Any Time on the A5026 Fron Park Road, Pen Y Ball Street, West Drive, Cae Mefus and the A5026 Lloc, Holywell.

- **Flintshire County Council. B5121 Brynford Street, Holywell. One Way Traffic Order 20-**

To advise Members of the objections received following the advertisement of the proposed One Way on the B5121 Brynford Street, Holywell.

- **Flintshire County Council. Pen-Y-Ball Street, Holywell. One Way Traffic Order 20-**

To advise Members of the objections received following the advertisement of the proposed One Way on Pen-Y-Ball Street, Holywell.

Housing and Assets

- **Council Rent - Application to write off tenancy arrears**

Financial Procedure Rules (section 5.2) stipulates that individual bad and irrecoverable debts in excess of £5,000 are considered for write off in conjunction with the relevant Cabinet Member.

The decision to write off is in respect of one tenant who is subject to a Debt Relief Order (DRO). Rent arrears of £6,761.54 are included in the DRO which are now irrecoverable as a result of the award of the DRO.

- **Council Rent - Application to write off tenancy arrears**

Financial Procedure Rules (section 5.2) stipulates that individual bad and irrecoverable debts in excess of £5,000 are considered for write off in conjunction with the relevant Cabinet Member.

The decision to write off is in respect of one tenant who is subject to a Debt Relief Order (DRO). Rent arrears of £7,086 are included in the DRO which are now irrecoverable as a result of the award of the DRO.

- **Council Tax Write Offs**

Financial Procedure Rules (section 9.6) – Income and Expenditure stipulate that any individual debt between the values of £5,000 and £25,000 shall be reported to the Corporate Finance Manager/Section 151 Officer for consideration to write off, in conjunction with the Cabinet Member for Corporate Management and Assets.

Details of two Council Tax accounts were outlined, with the total being £17,427.90.

- **Business Rates Write Offs**

Financial Procedure Rules (section 9.6) – Income and Expenditure stipulate that any individual debt between the values of £5,000 and £25,000 shall be reported to the Corporate Finance Manager/Section 151 Officer for consideration to write off, in conjunction with the Cabinet Member for Corporate Management and Assets.

A schedule was attached which summarised by the category of write off involving 17 Business Rate accounts where the overall debt for each company is greater than £5,000.

- **Disposal of Land at Hope Hall Farm, Hope**

This land disposal relates to the disposal of seven acres of land which previously formed part of Hope Hall Farm. The Council holds the freehold interest in the land which is shown in edged red on the plan. The Council will receive a capital receipt from the disposal of the land.

179. MEMBERS OF THE PRESS AND PUBLIC IN ATTENDANCE

There was one member of the press in attendance and no members of the public.

(The meeting commenced at 1.00 p.m. and ended at 2.10 p.m.)

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Chair



CABINET

Date of Meeting	Tuesday, 14 th July 2020
Report Subject	Annual Review of Fees and Charges
Cabinet Member	Cabinet Member for Corporate Management and Assets
Report Author	Chief Officer (Streetscene and Transport)
Type of Report	Strategic

EXECUTIVE SUMMARY

In line with the Council's Income Generation Policy, which sets the rationale for charging and calls for an annual review of fees and charges, the 2020 review of fees and charges has been completed. The outcome of this review is set out in Appendix A.

This report also outlines work to date on the recommendations, in relation to income generation and fees and charges, which were endorsed by Cabinet in July 2019, including:

- Applying an inflation uplift to applicable fees and charges as part of the 2020 review using either the Consumer Price Index including owner occupier Housing costs (CPIH), market rate comparison or the local/Council's rate (as part of the work to ensure full cost recovery by 2022);
- Work undertaken to assess whether fees and charges are achieving full cost recovery where permitted to do so and the development of a template to enable service areas to calculate this; and
- A review and update of the Income Generation Policy to ensure a framework for income generation, including consistent charging and cost recovery structure.

Applying the principles contained within the Council's Income Generation Policy, and those agreed by Cabinet in July 2019, to the 2020 annual review of fees and charges has ensured that any increases are appropriately managed to prevent large or unexpected changes to fees and charges from 1st October 2020.

RECOMMENDATIONS

1	That Cabinet approves the schedule of fees and charges documented in Appendix A for implementation on 1 st October 2020.
2	That Cabinet notes the work undertaken to implement the recommendations and criteria endorsed by Cabinet in July 2019 for the annual review of fees and charges and ensuring these are set to enable full cost recovery or market rate comparison wherever possible.
3	That Cabinet approves the updated Income Generation Policy provided as Appendix B to this report.

REPORT DETAILS

1.00	EXPLAINING THE LATEST POSITION ON FEES AND CHARGES AND THE COUNCIL'S UPDATED INCOME GENERATION POLICY
1.01	Background The Council provides a wide range of services, some of which customers are required to pay a fee or charge for. The income generated from these fees and charges forms part of the strategy of options to meet the challenge of the Medium Term Financial Strategy.
1.02	The Council's rationale for charging is set out in its Income Generation Policy, version 1 of which was endorsed by Cabinet in 2017.
1.03	The Policy identifies the role income generation plays in contributing to and supporting the continuation of frontline services and calls for an annual review of fees and charges.
1.04	The first annual review of fees and charges was conducted in 2019 and reported to both the Corporate Resources and Overview Scrutiny Committee and Cabinet in July 2019. In addition, a number of recommendations to inform the process of future reviews, further work around establishing full cost recovery and ensuring a consistent charging structure were made and endorsed.
1.05	This report presents the 2020 annual review of fees and charges and outlines work to date on implementing the recommendations endorsed by Cabinet in July 2019, including presenting an updated version of the Income Generation Policy for approval.
1.06	Annual Review of Fees and Charges 2020 The 2020 annual review of fees and charges has been completed and the results of this review are presented in a collated schedule of fees and charges applicable from 1 st October 2020, which can be found at Appendix A.

1.07	<p>The recommendations and criteria for annual reviews of fees and charges, as endorsed by Cabinet in July 2019, have been applied to the 2020 review of fees and charges. In summary:</p> <ul style="list-style-type: none"> • All fees and charges have been reviewed, confirmed and collated to form a schedule of fees and charges to be applied by the Council from 1st October 2020; • All applicable fees and charges have been subject to an annual inflation uplift using one of the agreed inflation indices; • Fees and charges where an inflation uplift can be made but which are too low to warrant an annual uplift/change will not increase on 1st October 2020. Annual inflation rates are proposed to be applied every three years for these fees/charges, with the first uplift recommended in October 2022; and • The approved annual review format, including reporting to Cabinet in July of each year, has been followed. <p>The application of these principles, and those contained within the Council's Income Generation Policy, has ensured that any increases to fees and charges resulting from the 2020 review have been appropriately managed to prevent large or unexpected changes to fees and charges from 1st October 2020.</p>
1.08	<p>Full Cost Recovery</p> <p>In addition to the criteria for the annual review of fees and charges, Cabinet endorsed further work be completed to establish whether full cost recovery is being achieved for all services fees and charges, where it is permissible for them to do so.</p>
1.09	<p>To undertake this work a cost recovery template was developed, which was tested by a service area, with support from their Finance Business Partner, in each Portfolio. The outcome was a finalised and tested cost recovery template.</p>
1.10	<p>The cost recovery template was distributed to all service areas as part of the 2020 review of fees and charges for them to use, should they need, to assess if the fees and charges applied by their service are set at a level that enables full cost recovery, where permissible.</p>
1.11	<p>It is pertinent to note that some services operate in a more commercial market and may have selected to set fees and charges in line with the market rate. Doing so prevents adverse impact on service demand, and thus associated income, and is consistent with the objectives and principles of the Council's Income Generation Policy.</p>
1.12	<p>Updated Income Generation Policy</p> <p>In line with recommendations endorsed by Cabinet in July 2019, and to ensure a consistent charging structure across all service areas, the Council's Income Generation Policy has been updated. A copy of the updated Policy (version 2) can be found at Appendix B.</p>

1.13	The updated Policy provides more detail around the process for the annual review of fees and charges and incorporates the criteria, as approved by Cabinet in July 2019, for the review of existing, and introduction of new, fees and charges.
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2.00	RESOURCE IMPLICATIONS
2.01	The generation of additional income, including that from fees and charges, is part of the strategy of options to meet the challenge of the Medium Term Financial Strategy (MTFS).
2.02	Income estimations from the application of fees and charges, and any increases to them, will be monitored and factored into the budget setting process and MTFS.
2.03	The specific revenue, capital, human resources and other resource implications for fees and charges is likely to vary by fee or charge and as such should be considered by service areas for the fees and charges they apply and are responsible for.

3.00	IMPACT ASSESSMENT AND RISK MANAGEMENT
3.01	In line with the Council's Income Generation Policy, and as approved by Cabinet in July 2019, applicable fees and charges have been subject to an annual inflation uplift using one of the three agreed inflation indices: the Consumer Prices Index including owner occupier housing costs (CPIH) 12 month rate as of March (1.5% for March 2020); market rate comparison or Council's inflation rate.
3.02	As endorsed by Cabinet the Council, as part of its annual review of fees and charges, is seeking to ensure all fees and charges operate at full cost recovery or market rate comparison wherever possible. For fees and charges which are not currently achieving full cost recovery or market rate comparison which are permitted to do so, a phased approach to raising them to this level is being applied. This is to ensure services remain affordable and increases in price do not detriment demand for services and thus income generated.
3.03	Whilst it is not the purpose of this report to outline the impact of the Covid-19 pandemic on income generation, including from fees and charges, it is pertinent to acknowledge that the pandemic is anticipated to have an adverse effect. Demand for services has/is likely to drop in some areas and some Council services and/or fees and charges have been temporarily suspended during the pandemic. Service provision and charging may therefore be subject to review as part of Covid-19 recovery phase work. As such, changes to charging, including the level of fee/charge or potentially ceasing charging for some services, may need to be made prior to October and/or in advance of the next review of fees and charges.

3.04	<p>Ways of Working (Sustainable Development) Principles Impact</p> <table border="1"> <tr> <td data-bbox="320 197 571 600">Long-term</td> <td data-bbox="579 197 1372 600"> <p>Positive</p> <p>The annual review of fees and charges in line with the criteria and principles outlined in the Income Generation Policy supports service sustainability. This is particularly the case for valued discretionary services as achieving full cost recovery wherever possible will support financial stability and protect service longevity during financially challenging times. This is balanced against considerations of affordability with options for discretionary charging.</p> </td> </tr> <tr> <td data-bbox="320 611 571 857">Prevention</td> <td data-bbox="579 611 1372 857"> <p>Positive</p> <p>Setting fees and charges at full cost recovery wherever possible minimises the subsidy required to continue delivery of discretionary services, ensuring service longevity and supporting the Council to continue to deliver services which fulfil its duties and objectives.</p> </td> </tr> <tr> <td data-bbox="320 869 571 936">Integration</td> <td data-bbox="579 869 1372 936"> <p>Neutral</p> </td> </tr> <tr> <td data-bbox="320 947 571 1171">Collaboration</td> <td data-bbox="579 947 1372 1171"> <p>Positive</p> <p>The process and principles of the annual review of fees and charges requires service areas to work with support services and communicate with stakeholders when reviewing fees and charges.</p> </td> </tr> <tr> <td data-bbox="320 1182 571 1216">Involvement</td> <td data-bbox="579 1182 1372 1216"> <p>Neutral</p> </td> </tr> </table>	Long-term	<p>Positive</p> <p>The annual review of fees and charges in line with the criteria and principles outlined in the Income Generation Policy supports service sustainability. This is particularly the case for valued discretionary services as achieving full cost recovery wherever possible will support financial stability and protect service longevity during financially challenging times. This is balanced against considerations of affordability with options for discretionary charging.</p>	Prevention	<p>Positive</p> <p>Setting fees and charges at full cost recovery wherever possible minimises the subsidy required to continue delivery of discretionary services, ensuring service longevity and supporting the Council to continue to deliver services which fulfil its duties and objectives.</p>	Integration	<p>Neutral</p>	Collaboration	<p>Positive</p> <p>The process and principles of the annual review of fees and charges requires service areas to work with support services and communicate with stakeholders when reviewing fees and charges.</p>	Involvement	<p>Neutral</p>
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Involvement	<p>Neutral</p>										
3.04	<p>Well-being Goals Impact</p> <table border="1"> <tr> <td data-bbox="320 1361 571 1843">Prosperous Wales</td> <td data-bbox="579 1361 1372 1843"> <p>Positive</p> <p>The Council offers a wide array of services and as such employs a large number of people to deliver them. Charging for services where permitted to do so provides the Council with the necessary financial resource to continue delivering these services which also provide local employment to the staff delivering them.</p> <p>Charging for services on a cost recovery basis also allows the Council to be innovative in a time of financial challenge, offering new, locally valued or in demand services which are self-funding.</p> </td> </tr> <tr> <td data-bbox="320 1854 571 2089">Resilient Wales</td> <td data-bbox="579 1854 1372 2089"> <p>Positive</p> <p>Some of the services which the Council provides either directly or indirectly support the maintenance and enhancement of a biodiverse natural environment and healthy ecosystems. By applying charges for some of these services the Council can generate income to help fund their continuation.</p> </td> </tr> </table>	Prosperous Wales	<p>Positive</p> <p>The Council offers a wide array of services and as such employs a large number of people to deliver them. Charging for services where permitted to do so provides the Council with the necessary financial resource to continue delivering these services which also provide local employment to the staff delivering them.</p> <p>Charging for services on a cost recovery basis also allows the Council to be innovative in a time of financial challenge, offering new, locally valued or in demand services which are self-funding.</p>	Resilient Wales	<p>Positive</p> <p>Some of the services which the Council provides either directly or indirectly support the maintenance and enhancement of a biodiverse natural environment and healthy ecosystems. By applying charges for some of these services the Council can generate income to help fund their continuation.</p>						
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	Healthier Wales	Neutral
	More equal Wales	Neutral
	Cohesive Wales	Neutral
	Vibrant Wales	Positive Culture, heritage and recreation services are largely discretionary services. By applying charges for some of these services the Council can generate income to help fund them, ensuring they continue to be available for local residents and visitors.
	Globally responsible Wales	Neutral
3.05	<p>Flintshire County Council's Well-being Objectives</p> <p><i>Ambitious Council:</i> Positive (as captured under Prosperous Wales in paragraph 3.04 above)</p> <p><i>Achieving Council:</i> Positive – the Income Generation Policy and review of fees and charges is part of the Council's strategy to maintain high quality, accessible, responsive and cost effective public services.</p> <p><i>Caring Council:</i> Neutral</p> <p><i>Connected Council:</i> Positive – generating income from fees and charges and operating at full cost recovery wherever possible is part of a resilient service model which will assist in sustaining local public services.</p> <p><i>Green Council:</i> Neutral</p> <p><i>Learning Council:</i> Neutral</p>	

4.00	CONSULTATIONS REQUIRED/CARRIED OUT
4.01	Income generation, including the review of fees and charges and introduction of new fees and charges, is overseen and monitored by Portfolio Programme Boards.
4.02	New discretionary fees and charges are approved under Delegated Powers/Authority processes, prior to which an Integrated Impact Assessment (IIA) should have been completed considering the Sustainable Development Principles, Wellbeing Goals and Council's Wellbeing Objectives, along with any potential equality and/or diversity issues.

4.03	For the purposes of transparency, any changes to fees and charges are published and communicated to customers, as outlined in the Income Generation Policy v2.
4.04	The principles and process for the annual review of fees and charges were considered and endorsed by the Corporate Resources and Overview Scrutiny Committee and Cabinet in July 2019.

5.00	APPENDICES
5.01	Appendix A: 2020 Schedule of Fees and Charges
5.02	Appendix B: Income Generation Policy v2

6.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
6.01	The 2019 Fees and Charges Report to Cabinet, along with recommendations and decisions, can be accessed online: http://committeemeetings.flintshire.gov.uk/ielssueDetails.aspx?IId=27693&PlanId=0&Opt=3#AI19191&LLL=0
6.02	The original Income Generation Policy, as endorsed by Cabinet in October 2017, can be accessed online: https://www.flintshire.gov.uk/en/PDFFiles/Digital-Customer-and-Community-Resilience/Income-Generation-Policy.pdf
6.03	An Integrated Impact Assessment (IIA) for the Income Generation Policy version 2 has commenced and can be found on the Council's CAMMS system, project reference number: PR530

7.00	CONTACT OFFICER DETAILS
7.01	Contact Officer: Kelly Oldham-Jones – Income Generation and Marketing Manager Telephone: 01352 702143 E-mail: kelly.oldham-jones@flintshire.gov.uk

8.00	GLOSSARY OF TERMS
8.01	Differential charging: charging different prices for the same product or service. For example, offering concessions (a reduced price) for people in receipt of certain benefits. Discretionary services: services which the authority has the power but not the duty to provide.

Full cost recovery: the fees and charges applied for services cover both the direct and indirect costs of service delivery/provision.

- Direct costs: costs that are completely associated with the delivery of a service or production of a product. They include things like employee costs, transport and supplies and materials.
- Indirect costs: these are also known as overheads and are the costs that are incurred by organisations as part of their operations but which are not directly attributable to a specific service or product. For example, premises costs such as utilities (water, lighting, heating).

Income Generation Policy: the Council's Policy which sets the rationale for income generation, including the setting and review of fees and charges

Inflation index: is a tool that measures the rate of inflation (rises in prices).

Inflation uplift: increase in price based on an inflation index

Integrated Impact Assessment (IIA): systematic analysis of a service or policy to identify the potential effects on different groups and/or the environment with an aim to then minimise any negative impacts and enhance any positive impacts.

Market rate: is the usual price charged for goods and services.

Medium Term Financial Strategy (MTFS): a written strategy which gives a forecast of the financial resources which will be available to a Council for a given period, and sets out plans for how best to deploy those resources to meet its priorities, duties and obligations.

Service and associated fees and charges	Discretionary or Statutory	VAT Status	Fee/Charge 1st Oct 19	Total Fee/Charge to Pay Oct 19 (incl. VAT where applicable)	2019 Fee/Charge (excl. VAT where this applies)	Uplift Amount (based on CPIH at 1.5% in Mar 20, market rate, local cost recovery or statutory set)	Percentage Increase/Decrease	Fee/Charge 1st Oct 2020	VAT Amount 1st Oct 2020	Fee/Charge 1st Oct 2020 incl. VAT (where applicable)	Does the fee/charge or service overall achieve full cost recovery?	2020 Notes
Allotments												
Allotments 1/2 Plot	Discretionary	Outside scope	£30	£30	£30	£0.45	1.5	£30.45	Not applicable	£30.45		
Allotments - Full Plot	Discretionary	Outside scope	£60	£60	£60	£0.90	1.5	£60.90	Not applicable	£60.90		
Bed and Breakfast/Emergency Accommodation												
Weekly charge for breakfast as part of homeless payments for bed and breakfast/emergency accommodation	Discretionary	Outside scope	£16	£16	£16	Not applicable		Not applicable	Not applicable	Not applicable		Fee/charge to be withdrawn/no longer charged
Building Conservation - Pre-Application and Pre-Purchase												
General Advice	Discretionary	Outside scope	Free	Free	Free	Not applicable	0	Free	Not applicable	Free	No	
Advice Meeting	Discretionary	Outside scope	£55	£55	£55	Not applicable	0	£55	Not applicable	£55	Yes	No inflationary uplift - new service with new fees and charges calculated to achieve full cost recovery
Detailed Advice Site Visit	Discretionary	Outside scope	£95	£95	£95	Not applicable	0	£95	Not applicable	£95	Yes	
Written Report - small/medium site	Discretionary	Outside scope	£50	£50	£50	Not applicable	0	£50	Not applicable	£50	Yes	
Written Report - large site	Discretionary	Outside scope	£65	£65	£65	Not applicable	0	£65	Not applicable	£65	Yes	
Technical Advice (per hour)	Discretionary	Outside scope	£40	£40	£40	Not applicable	0	£40	Not applicable	£40	Yes	
Building Control												
Site history/compliance check (per hour)	Discretionary	Outside scope	£65	£65	£65	£0.00	0	£65.00	Not applicable	£65.00		No inflationary uplift - prices at market comparable rate
Buy with Confidence Scheme												
Application Fee - 0 to 5 employees	Statutory	Standard Rate	£125	£150	£125	Not applicable	0	£125	£25	£150		Fees set collaboratively by all N. Wales Trading Standards Depts. Reviewed annually
Annual Subscriptions fee - 0 to 5 employees	Statutory	Standard Rate	£250	£300	£250	Not applicable	0	£250	£50.00	£300.00		
Application Fee - 6 to 20 employees	Statutory	Standard Rate	£167	£200.40	£167	Not applicable	0	£167	£33.40	£200.40		
Annual Subscriptions fee - 6 to 20 employees	Statutory	Standard Rate	£375	£450	£375	Not applicable	0	£375	£75.00	£450.00		
Application Fee - 21 to 49 employees	Statutory	Standard Rate	£208	£249.60	£208	Not applicable	0	£208	£41.60	£249.60		
Annual Subscription fee - 21 to 49 employees	Statutory	Standard Rate	£500	£600	£500	Not applicable	0	£500	£100.00	£600.00		
Application Fee - 50 plus employees	Statutory	Standard Rate	POA	POA	POA	Not applicable	0	POA	POA	POA		
Annual Subscription fee - 50 plus employees	Statutory	Standard Rate	POA	POA	POA	Not applicable	0	POA	POA	POA		
Cemeteries												
Earth Graves - Resident												
Plot Reservation/Cost	Discretionary	Outside scope	£294	£294	£294	£4.41	1.5	£298.41	Not applicable	£298.41	Yes	
New Grave single depth 4'6"	Discretionary	Outside scope	£810	£810	£810	£12.15	1.5	£822.15	Not applicable	£822.15	Yes	
New Grave double depth 6'0"	Discretionary	Outside scope	£891	£891	£891	£13.37	1.5	£904.37	Not applicable	£904.37	Yes	
New Grave triple depth 8'0"	Discretionary	Outside scope	£954	£954	£954	£14.31	1.5	£968.31	Not applicable	£968.31	Yes	
Re-open Existing Grave to depth 4'6"	Discretionary	Outside scope	£576	£576	£576	£8.64	1.5	£584.64	Not applicable	£584.64	No - able to change	
Re-open Existing Grave to depth 6'0"	Discretionary	Outside scope	£662	£662	£662	£9.93	1.5	£671.93	Not applicable	£671.93	No - able to change	
Re-open Existing Grave to depth 8'0"	Discretionary	Outside scope	£744	£744	£744	£11.16	1.5	£755.16	Not applicable	£755.16	No - able to change	
Earth Graves - Non-Resident												
Plot Reservation/Cost	Discretionary	Outside scope	£587	£587	£587	£8.81	1.5	£595.91	Not applicable	£595.91	Yes	
New Grave single depth 4'6"	Discretionary	Outside scope	£1,619	£1,619	£1,619	£24.29	1.5	£1,643.45	Not applicable	£1,643.45	Yes	
New Grave double depth 6'0"	Discretionary	Outside scope	£1,782	£1,782	£1,782	£26.73	1.5	£1,808.63	Not applicable	£1,808.63	Yes	
New Grave triple depth 8'0"	Discretionary	Outside scope	£1,908	£1,908	£1,908	£28.61	1.5	£1,936.17	Not applicable	£1,936.17	Yes	
Re-open Existing Grave to depth 4'6"	Discretionary	Outside scope	£1,152	£1,152	£1,152	£17.27	1.5	£1,168.81	Not applicable	£1,168.81	Yes	
Re-open Existing Grave to depth 6'0"	Discretionary	Outside scope	£1,325	£1,325	£1,325	£19.87	1.5	£1,344.45	Not applicable	£1,344.45	Yes	
Re-open Existing Grave to depth 8'0"	Discretionary	Outside scope	£1,487	£1,487	£1,487	£22.31	1.5	£1,509.63	Not applicable	£1,509.63	Yes	
Burial of Casket After Cremation - Resident												
Plot Reservation/Cost	Discretionary	Outside scope	£116	£116	£116	£1.75	1.5	£118.14	Not applicable	£118.14	Yes	
New Cremation Plot/Burial	Discretionary	Outside scope	£234	£234	£234	£3.51	1.5	£237.32	Not applicable	£237.32	Yes	
Each ashes interment (re-open)	Discretionary	Outside scope	£145	£145	£145	£2.18	1.5	£147.41	Not applicable	£147.41	No - able to change	
Burial of Casket After Cremation - Non-Resident												
Plot Reservation/Cost	Discretionary	Outside scope	£233	£233	£233	£3.49	1.5	£236.27	Not applicable	£236.27	Yes	
New Cremation Plot/Burial	Discretionary	Outside scope	£468	£468	£468	£7.01	1.5	£474.63	Not applicable	£474.63	Yes	
Each ashes interment (re-open)	Discretionary	Outside scope	£290	£290	£290	£4.36	1.5	£294.82	Not applicable	£294.82	Yes	
Interments for Persons of No Fixed Abode												
Common grave space (no exclusive right of burial) Resident	Discretionary	Outside scope	£308	£308	£308	£4.62	1.5	£312.59	Not applicable	£312.59	No - able to change	
Common grave space (no exclusive right of burial) Non Resident	Discretionary	Outside scope	£616	£616	£616	£9.24	1.5	£625.18	Not applicable	£625.18	No - able to change	
Bricked Graves - Resident												
Plot Reservation	Discretionary	Outside scope	£310	£310	£310	£4.65	1.5	£314.65	Not applicable	£314.65	Yes	
New Bricked Single Depth 4' 6"	Discretionary	Outside scope	£925	£925	£925	£13.88	1.5	£938.88	Not applicable	£938.88	Yes	
New Bricked Double Depth 6'	Discretionary	Outside scope	£1,011	£1,011	£1,011	£15.17	1.5	£1,026.17	Not applicable	£1,026.17	Yes	
New Bricked Triple Depth 8'	Discretionary	Outside scope	£1,080	£1,080	£1,080							No longer offer 8 foot bricked graves due to Health and Safety regulations
Re Open Bricked Single Depth 4' 6"	Discretionary	Outside scope	£648	£648	£648	£9.72	1.5	£657.72	Not applicable	£657.72	Yes	
Re Open Bricked Double Depth 6'	Discretionary	Outside scope	£807	£807	£807	£12.11	1.5	£819.11	Not applicable	£819.11	Yes	
Re Open Bricked Triple Depth 8'	Discretionary	Outside scope	£894	£894	£894							No longer offer 8 foot bricked graves due to Health and Safety regulations
Bricking of Whole Chamber & Concrete Slab (in addition to above excavation) Breeze Block - Single Depth 4' 6"	Discretionary	Outside scope	£1,189	£1,189	£1,189	£17.84	1.5	£1,206.84	Not applicable	£1,206.84		
Bricking of Whole Chamber & Concrete Slab (in addition to above excavation) Breeze Block - Double Depth 6'	Discretionary	Outside scope	£1,377	£1,377	£1,377	£20.66	1.5	£1,397.66	Not applicable	£1,397.66		
Bricking of Whole Chamber & Concrete Slab (in addition to above excavation) Breeze Block - Triple Depth 8'	Discretionary	Outside scope	£1,624	£1,624	£1,624							No longer offer 8 foot bricked graves due to Health and Safety regulations
Conventional Brick - Single Depth 4' 6"	Discretionary	Outside scope	£1,454	£1,454	£1,454	£21.81	1.5	£1,475.81	Not applicable	£1,475.81		
Conventional Brick - Double Depth 6'	Discretionary	Outside scope	£1,744	£1,744	£1,744	£26.16	1.5	£1,770.16	Not applicable	£1,770.16		
Conventional Brick - Triple Depth 8'	Discretionary	Outside scope	£2,114	£2,114	£2,114							No longer offer 8 foot bricked graves due to Health and Safety regulations
Bricked Graves Non-Resident												
Plot Reservation	Discretionary	Outside scope	£620	£620	£620	£9.30	1.5	£629.36	Not applicable	£629.36	Yes	
New Bricked Single Depth 4' 6"	Discretionary	Outside scope	£1,850	£1,850	£1,850	£27.75	1.5	£1,877.63	Not applicable	£1,877.63	Yes	
New Bricked Double Depth 6'	Discretionary	Outside scope	£2,021	£2,021	£2,021	£30.31	1.5	£2,051.17	Not applicable	£2,051.17	Yes	
New Bricked Triple Depth 8'	Discretionary	Outside scope	£2,159	£2,159	£2,159							No longer offer 8 foot bricked graves due to Health and Safety regulations
Re Open Bricked Single Depth 4' 6"	Discretionary	Outside scope	£1,297	£1,297	£1,297	£19.45	1.5	£1,316.22	Not applicable	£1,316.22	Yes	
Re Open Bricked Double Depth 6'	Discretionary	Outside scope	£1,613	£1,613	£1,613	£24.19	1.5	£1,637.17	Not applicable	£1,637.17	Yes	
Re Open Bricked Triple Depth 8'	Discretionary	Outside scope	£1,788	£1,788	£1,788							No longer offer 8 foot bricked graves due to Health and Safety regulations
Bricking of Whole Chamber & Concrete Slab (in addition to above excavation) Breeze Block - Single Depth 4' 6"	Discretionary	Outside scope	£1,189	£1,189	£1,189	£17.83	1.5	£1,206.45	Not applicable	£1,206.45	Yes	
Bricking of Whole Chamber & Concrete Slab (in addition to above excavation) Breeze Block - Double Depth 6'	Discretionary	Outside scope	£1,377	£1,377	£1,377	£20.66	1.5	£1,397.77	Not applicable	£1,397.77	Yes	
Bricking of Whole Chamber & Concrete Slab (in addition to above excavation) Breeze Block - Triple Depth 8'	Discretionary	Outside scope	£1,624	£1,624	£1,624							No longer offer 8 foot bricked graves due to Health and Safety regulations
Conventional Brick - Single Depth 4' 6"	Discretionary	Outside scope	£1,454	£1,454	£1,454	£21.82	1.5	£1,476.18	Not applicable	£1,476.18	Yes	
Conventional Brick - Double Depth 6'	Discretionary	Outside scope	£1,744	£1,744	£1,744	£26.16	1.5	£1,769.95	Not applicable	£1,769.95	Yes	
Conventional Brick - Triple Depth 8'	Discretionary	Outside scope	£2,114	£2,114	£2,114							No longer offer 8 foot bricked graves due to Health and Safety regulations
Bricked Graves - Resident and Non-Resident												

Service and associated fees and charges	Discretionary or Statutory	VAT Status	Fee/Charge 1st Oct 19	Total Fee/Charge to Pay Oct 19 (incl. VAT where applicable)	2019 Fee/Charge (excl. VAT where this applies)	Uplift Amount (based on CPIH at 1.5% in Mar 20, market rate, local cost recovery or statutory set)	Percentage Increase/ Decrease	Fee/Charge 1st Oct 2020	VAT Amount 1st Oct 2020	Fee/Charge 1st Oct 2020 incl. VAT (where applicable)	Does the fee/charge or service overall achieve full cost recovery?	2020 Notes
Whitewash Charges - Single Depth 4' 6"	Discretionary	Outside scope	£80	£80	£80	£1.21	1.5	£81.55	Not applicable	£81.55	Yes	
Whitewash Charges - Double Depth 6'	Discretionary	Outside scope	£100	£100	£100	£1.50	1.5	£101.41	Not applicable	£101.41	Yes	
Whitewash Charges - Triple Depth 8'	Discretionary	Outside scope	£124	£124	£124							No longer offer 8 foot bricked graves due to Health and Safety regulations
Other Fees												
Right to erect headstone	Discretionary	Outside scope	£147	£147	£147	£2.21	1.5	£149.50	Not applicable	£149.50	Yes	
Right to erect tablet	Discretionary	Outside scope	£76	£76	£76	£1.14	1.5	£77.36	Not applicable	£77.36	Yes	
Additional inscription	Discretionary	Outside scope	£36	£36	£36	£0.54	1.5	£36.59	Not applicable	£36.59	Yes	
Saturday burials (in addition to normal charge) Resident	Discretionary	Outside scope	£355	£355	£355	£5.33	1.5	£360.68	Not applicable	£360.68	Yes	
Saturday burials (in addition to normal charge) Non Resident	Discretionary	Outside scope	£711	£711	£711	£10.66	1.5	£721.36	Not applicable	£721.36	Yes	
Saturday ashes interment (in addition to normal charge) Resident	Discretionary	Outside scope	£93	£93	£93	£1.39	1.5	£94.09	Not applicable	£94.09	Yes	
Saturday ashes interment (in addition to normal charge) Non Resident	Discretionary	Outside scope	£185	£185	£185	£2.78	1.5	£188.18	Not applicable	£188.18	Yes	
Use of chapel (1 hr)	Discretionary	Outside scope	£134	£134	£134	£2.01	1.5	£135.91	Not applicable	£135.91	Yes	
Exclusive Right of Burial Transfer of Ownership	Discretionary	Outside scope	£31	£31	£31	£0.47	1.5	£31.47	Not applicable	£31.47	Yes	
Exclusive Right of Burial Transfer of Ownership (Statutory Declaration)	Discretionary	Outside scope	£46	£46	£46	£0.69	1.5	£46.69	Not applicable	£46.69	Yes	
Supply & Fix Memorial Bench (Monmouth)	Discretionary	Standard Rate (Included 2019)	£994	£994	£828.29	£12.42	1.5	£840.72	£168.14	£1,008.86	Yes	
Supply & Fix Memorial Bench (Colwyn)	Discretionary	Standard Rate (Included 2019)	£994	£994	£828.29	£12.42	1.5	£840.72	£168.14	£1,008.86	Yes	
Supply & Fix Memorial Bench (Cavendish)	Discretionary	Standard Rate (Included 2019)	£1,046	£1,046	£872.07	£13.08	1.5	£885.15	£177.03	£1,062.18	Yes	
Supply & Fix Memorial Bench (Westminster)	Discretionary	Standard Rate (Included 2019)	£1,135	£1,135	£945.88	£14.19	1.5	£960.07	£192.01	£1,152.09	Yes	
Memorial Plaque (Kelsterton Garden of Remembrance)	Discretionary	Standard Rate (Included 2019)	£203	£203	£169.09	£2.54	1.5	£171.63	£34.33	£205.95	Yes	
Memorial Plaque (space reservation)	Discretionary	Standard Rate (Included 2019)	£147	£147	£122.74	£1.84	1.5	£124.58	£24.92	£149.50	Yes	
Child's Memorial Plaque (Row 1)	Discretionary	Standard Rate (Included 2019)	£116	£116	£96.99	Not applicable		£0.00	£0.00	£0.00		Welsh Government Guidelines stipulate this service should now be offered free of charge
Child's Memorial Plaque (Row 2)	Discretionary	Standard Rate (Included 2019)	£123	£123	£102.14	Not applicable		£0.00	£0.00	£0.00		
Child's Memorial Plaque (Row 3)	Discretionary	Standard Rate (Included 2019)	£129	£129	£107.29	Not applicable		£0.00	£0.00	£0.00		
Child's Memorial Plaque (Row 4)	Discretionary	Standard Rate (Included 2019)	£136	£136	£113.30	Not applicable		£0.00	£0.00	£0.00		
Child's Memorial Plaque (Row 5)	Discretionary	Standard Rate (Included 2019)	£143	£143	£119.31	Not applicable		£0.00	£0.00	£0.00		
Carelink												
Alarm installation Unless relief applies	Discretionary	Exempt	£25	£25	£25	£0.38	1.5	£25.38	Not applicable	£25.38	Yes - but will require review in year	These charges are subject to review and change in year. The annual inflation uplift for the weekly charge will then be applied every three years with the first uplift due in Oct 2022
Alarm Monitoring - weekly charge Unless relief applies	Discretionary	Exempt	£2.20	£2.20	£2.20	Not applicable	0	£2.20	Not applicable	£2.20		
Civil Parking Enforcement												
Higher rate Penalty Charge Notice	Statutory	Outside scope	£70	£70	£70	Not applicable	0	£70	Not applicable	£70		
Higher rate Penalty Charge Notice - payment within 14 days	Statutory	Outside scope	£35	£35	£35	Not applicable	0	£35	Not applicable	£35		
Higher rate Penalty Charge Notice - Charge Certificate	Statutory	Outside scope	£105	£105	£105	Not applicable	0	£105	Not applicable	£105		
Lower rate Penalty Charge Notice	Statutory	Outside scope	£50	£50	£50	Not applicable	0	£50	Not applicable	£50		
Lower rate Penalty Charge Notice - payment within 14 days	Statutory	Outside scope	£25	£25	£25	Not applicable	0	£25	Not applicable	£25		
Lower rate Penalty Charge Notice - Charge Certificate	Statutory	Outside scope	£75	£75	£75	Not applicable	0	£75	Not applicable	£75		
Countryside												
Hire of Wepre field	Discretionary	Exempt	£400	£400	£400	£6.00	1.5	£406.00	Not applicable	£406.00	Yes	
Hire of Buckley field	Discretionary	Exempt	£400	£400	£400	£6.00	1.5	£406.00	Not applicable	£406.00	Yes	
Hire of Garden Room (per hour)	Discretionary	Exempt	£15.50	£15.50	£15.50	£0.23	1.5	£15.73	Not applicable	£15.73	Yes	
Hire of Garden Room Half Day (4 hours)	Discretionary	Exempt	£51.50	£51.50	£51.50	£0.77	1.5	£52.27	Not applicable	£52.27	Yes	
Hire of Garden Room Full Day (8 hours)	Discretionary	Exempt	£82.50	£82.50	£82.50	£1.24	1.5	£83.74	Not applicable	£83.74	Yes	
Education Visit Wepre Half Day - per child Minimum £60 for 2 hours	Discretionary	Outside scope	£3	£3	£3	Not applicable	0	£3	Not applicable	£3	Yes	
Education Visit Wepre Full Day - per child Minimum £80 for 4 hours	Discretionary	Outside scope	£4	£4	£4	Not applicable	0	£4	Not applicable	£4	Yes	
Evening ranger talk	Discretionary	Outside scope	£33	£33	£33	£0.50	1.5	£33.50	Not applicable	£33.50	Yes	
Domestic Energy Efficiency Project (DEEP)												
LA Flex Declarations	Discretionary	Standard Rate	£100	£120	£100	£1.50	1.5	£101.50	£20.30	£121.80	Yes	
Electoral Services												
Full register of electors and the notice of alteration (data format)	Statutory	Outside scope	£20	£20	£20	Not applicable	0	£20	Not applicable	£20		
For each 1,000 entries (or part thereof) of full register (data format)	Statutory	Outside scope	£1.50	£1.50	£1.50	Not applicable	0	£1.50	Not applicable	£1.50		
Full register of electors and the notice of alteration (printed format)	Statutory	Outside scope	£10	£10	£10	Not applicable	0	£10	Not applicable	£10		
For each 1,000 entries (or part thereof) of full register (printed format)	Statutory	Outside scope	£5	£5	£5	Not applicable	0	£5	Not applicable	£5		
List of overseas electors (data format)	Statutory	Outside scope	£20	£20	£20	Not applicable	0	£20	Not applicable	£20		
For each 100 entries (or part thereof) overseas electors (data format)	Statutory	Outside scope	£1.50	£1.50	£1.50	Not applicable	0	£1.50	Not applicable	£1.50		
List of overseas electors (printed format)	Statutory	Outside scope	£10	£10	£10	Not applicable	0	£10	Not applicable	£10		
For each 100 entries (or part thereof) of overseas electors (printed format)	Statutory	Outside scope	£5	£5	£5	Not applicable	0	£5	Not applicable	£5		
Edited register (data format)	Statutory	Outside scope	£20	£20	£20	Not applicable	0	£20	Not applicable	£20		
For each 1,000 entries (or part thereof) edited register (data format)	Statutory	Outside scope	£1.50	£1.50	£1.50	Not applicable	0	£1.50	Not applicable	£1.50		
Edited register (printed format)	Statutory	Outside scope	£10	£10	£10	Not applicable	0	£10	Not applicable	£10		
For each 1,000 entries (or part thereof) edited register (printed format)	Statutory	Outside scope	£5	£5	£5	Not applicable	0	£5	Not applicable	£5		
Marked electoral registers and absent voters' lists	Statutory	Outside scope	£10	£10	£10	Not applicable	0	£10	Not applicable	£10		
Per 1,000 entries (or part thereof) marked electoral registers (printed)	Statutory	Outside scope	£2	£2	£2	Not applicable	0	£2	Not applicable	£2		
Per 1,000 entries (or part thereof) marked electoral registers (data)	Statutory	Outside scope	£1	£1	£1	Not applicable	0	£1	Not applicable	£1		
Overseas pensions - proof of life confirmation (at County Hall)	Statutory	Outside scope	£20	£20	£20	Not applicable	0	£20	Not applicable	£20		
Overseas pensions - proof of life confirmation (at home)	Statutory	Outside scope	£40	£40	£40	Not applicable	0	£40	Not applicable	£40		
Enforcement Agent fees												
Compliance Notice	Statutory	Outside scope	£75	£75	£75	Not applicable	0	£75	Not applicable	£75	Yes	
Enforcement Visit	Statutory	Outside scope	£235	£235	£235	Not applicable	0	£235	Not applicable	£235	Yes	
Enforcement Visit - debt over £1,500	Statutory	Outside scope	Plus 7.5%	Plus 7.5%	Plus 7.5%	Not applicable	0	Plus 7.5%	Not applicable	Plus 7.5%	Yes	
Removal Fee	Statutory	Outside scope	£110	£110	£110	Not applicable	0	£110	Not applicable	£110	Yes	
Removal Fee - debt over £1,500	Statutory	Outside scope	Plus 7.5%	Plus 7.5%	Plus 7.5%	Not applicable	0	Plus 7.5%	Not applicable	Plus 7.5%	Yes	
Environmental Permitting												
The local authority permits for part B installations and mobile plant and solvent emission activities (fees and charges)(Wales) scheme 2016	Statutory	Outside scope	Up to date information on fees are available at: https://gwdeddill.gov.wales/legislation/subordinate/nonsi/epwales/2016/local-authority-permits-b/?lang=en			Not applicable		Up to date information on fees are available at: https://gwdeddill.gov.wales/legislation/subordinate/nonsi/epwales/2016/local-authority-permits-b/?lang=en				
Explosives and Petroleum												

Service and associated fees and charges	Discretionary or Statutory	VAT Status	Fee/Charge 1st Oct 19	Total Fee/Charge to Pay Oct 19 (incl. VAT where applicable)	2019 Fee/Charge (excl. VAT where this applies)	Uplift Amount (based on CPIH at 1.5% in Mar 20, market rate, local cost recovery or statutory set)	Percentage Increase/Decrease	Fee/Charge 1st Oct 2020	VAT Amount 1st Oct 2020	Fee/Charge 1st Oct 2020 incl. VAT (where applicable)	Does the fee/charge or service overall achieve full cost recovery?	2020 Notes
Storage of explosives up to 2000kg	Statutory	Outside scope				Not applicable						
Petroleum (Consolidation) Regulations 2014	Statutory	Outside scope				Not applicable						
Food Export Certificate												
Food Export Certificate	Discretionary	Outside scope	£50	£50	£50	£0.75	1.5	£51	Not applicable	£51	No	1.5% inflation uplift applied and fee/charge rounded up/down to nearest £1
Food Export Certificate visit (if required) - per hour	Discretionary	Outside scope	£67	£67	£67	£1.00	2.16	£68.00	Not applicable	£68.00	No	
Food Hygiene Rating Scheme - Re-rating												
Re-rating inspection	Statutory	Outside scope	£180	£180	£180	Not applicable	0	£180	Not applicable	£180	No	
Food Safety Business Advice												
Food Safety Business Advice - up to two hours	Discretionary	Outside scope	£150	£150	£150	£2.25	1.5	£152	Not applicable	£152	Yes	1.5% inflation uplift applied and fee/charge rounded up/down to nearest £1
Food Voluntary Surrender Certificate												
Food Voluntary Surrender Certificate	Discretionary	Outside scope	£50	£50	£50	£0.75	1.5	£51	Not applicable	£51	No	1.5% inflation uplift applied and fee/charge rounded up/down to nearest £1
Food Voluntary Surrender Certificate visit (required) - per hour	Discretionary	Outside scope	£67	£67	£67	£1.00	2.16	£68.00	Not applicable	£68.00	No	
Health and Safety												
Factual Statement - per hour	Discretionary	Outside scope	£67	£67	£67	£1.00	1.49	£68.00	Not applicable	£68.00		
Highway Network												
Section 50 licence	Statutory	Outside scope	£487	£487	£487	£64	13.14	£551	Not applicable	£551	Yes	Highways Network fees and charges are subject to review and change in April of each year. Prices shown are correct for April 2020 to March 2021 inclusive. Council/local inflation index used to achieve cost recovery within statutory recharging scheme
Emergency road closure	Statutory	Outside scope	£771	£771	£771	£38.00	4.93	£809	Not applicable	£809	Yes	
Temporary traffic order	Statutory	Outside scope	£1,874	£1,874	£1,874	£93.00	4.96	£1,967	Not applicable	£1,967	Yes	
Switching off of traffic lights (during working day)	Statutory	Outside scope	£126	£126	£126	£6.00	4.76	£132	Not applicable	£132	Yes	
Switching off of traffic lights (out of hours)	Statutory	Outside scope	£188	£188	£188	£9.00	4.79	£197	Not applicable	£197	Yes	
Bus stop closure (during working day)	Statutory	Outside scope	£126	£126	£126	£6.00	4.76	£132	Not applicable	£132	Yes	
Bus stop closure (out of hours)	Statutory	Outside scope	£188	£188	£188	£9.00	4.79	£197	Not applicable	£197	Yes	
Skip and Scaffold Licence	Statutory	Outside scope	£42	£42	£42	£18.00	42.86	£60	Not applicable	£60	Yes	
Unauthorised Scaffolding/Skip	Statutory	Outside scope	£147	£147	£147	£7.00	4.76	£154	Not applicable	£154	Yes	
Consent to temporarily deposit building materials etc.	Statutory	Outside scope	£42	£42	£42	£2.00	4.76	£44	Not applicable	£44	Yes	
Unauthorised consent to temporarily deposit building materials etc.	Statutory	Outside scope	£147	£147	£147	£7.00	4.76	£154	Not applicable	£154	Yes	
Land Charges												
Land Charges - LLC1 only (whole part of register)	Statutory	Not applicable	£6	£6	£6	Not applicable	0	£6	Not applicable	£6	To Follow	
Full Official Search	Statutory	Standard Rate (included 2019)	£115.20	£115.20	£96.00	£24.43	25.45	£120.43	£22.89	£143.32	Yes	
CON29 enquiries only	Statutory	Standard Rate	£91	£109.20	£91	£23	25.75	£114.43	£22.89	£137.32	Yes	
CON29 optional enquiries (each)	Statutory	Standard Rate (included 2019)	£10.80	£10.80	£9.00	£3.57	39.67	£12.57	£2.51	£15.08	Yes	
Applicant's additional question	Statutory	Standard Rate (included 2019)	£23.40	£23.40	£19.50	£5.02	25.74	£24.52	£4.90	£29.42	Yes	
Additional Parcel of land (each)	Statutory	Standard Rate (included 2019)	£13	£13	£10.83	£2.75	25.35	£13.58	£2.52	£16.10	Yes	
£1 LLC1 element included, for which VAT is not applicable	Statutory	Standard Rate (included 2019)	£23.00	£27.60	£23.00	£5.92	25.74	£28.92	£5.78	£34.70	Yes	
Expedited Search (official search)	Statutory	Standard Rate (included 2019)	£23.00	£27.60	£23.00	£5.92	25.74	£28.92	£5.78	£34.70	Yes	
Liability Orders												
Council Tax	Statutory	Outside scope	£70	£70	£70	Not applicable	0	£70	Not applicable	£70	Yes	
Business Rates	Statutory	Outside scope	£70	£70	£70	Not applicable	0	£70	Not applicable	£70	Yes	
Licensing												
HMO/Housing												
HMO Licence application fee for the first five units:	Discretionary	Outside scope	£319	£319	£319.28	£4.79	1.48	£324.00	Not applicable	£324.00	Yes	1.5% inflation uplift applied and fee/charge rounded up/down to nearest £1
HMO each additional unit:	Discretionary	Outside scope	£30	£30	£30.16	£0.45	2.79	£31.00	Not applicable	£31.00	Yes	
Service of an Improvement/Prohibition/Emergency Prohibition Notice under Housing Act 2004	Discretionary	Outside scope	£312	£312	£312.00	£4.68	1.60	£317.00	Not applicable	£317.00	Yes	
Immigration Housing Inspections	Discretionary	Outside scope	£104	£104	£104.00	£1.60	1.92	£106.00	Not applicable	£106.00	Yes	
Caravan and Residential Licences												
Non-principle residence												
New Site Licences Application 0-14 units	Discretionary	Outside scope	£343	£343	£343.20	£5.15	1.40	£348	Not applicable	£348	Yes	1.5% inflation uplift applied and fee/charge rounded up/down to nearest £1
New Site Licences Application 15-49 units	Discretionary	Outside scope	£407	£407	£406.64	£6.10	1.56	£413	Not applicable	£413	Yes	
New Site Licences Application 50+ units	Discretionary	Outside scope	£428	£428	£428.48	£6.43	1.52	£435	Not applicable	£435	Yes	
Variation of existing licence	Discretionary	Outside scope	£214	£214	£214.24	£3.21	1.29	£217	Not applicable	£217	Yes	
Private Hire/ Hackney Carriage Driver Licence												
Pre Licensing Checks for new Driver	Discretionary	Outside scope	£184	£184	£184.00	£2.76	1.63	£187	Not applicable	£187	Yes	1.5% inflation uplift applied and fee/charge rounded up/down to nearest £1
Grant of 3 year Joint Driver Licence	Discretionary	Outside scope	£118	£118	£118.00	£1.77	1.69	£120	Not applicable	£120	Yes	
Grant of 12 month Joint Driver Licence	Discretionary	Outside scope	£63	£63	£63.00	£0.95	1.59	£64	Not applicable	£64	Yes	
New 1 year		Outside scope	N/A	N/A								Historic - no longer in use. Replaced by above
Renewal 1 year	Discretionary	Outside scope	£154	£154	£154.00	£2.31	1.30	£156	Not applicable	£156	Yes	1.5% inflation uplift applied and fee/charge rounded up/down to nearest £1
New 3 year		Outside scope	N/A	N/A								Historic - no longer in use. Replaced by above
Renewal 3 year	Discretionary	Outside scope	£209	£209	£209.00	£3.14	1.44	£212	Not applicable	£212	Yes	1.5% inflation uplift applied and fee/charge rounded up/down to nearest £1
Vehicle Plate Deposit	Discretionary	Outside scope	£15	£15	£15.00	£0.23	0	£15	Not applicable	£15	Yes	
Replacement Plate	Discretionary	Outside scope	£15	£15	£15.00	£0.23	0	£15	Not applicable	£15	Yes	
Enhanced DBS Check (Set by DBS)	Discretionary	Outside scope	£44	£44	£44.00	Not applicable	0	£44	Not applicable	£44	Yes	
Change of Vehicle Reg.	Discretionary	Outside scope	£30	£30	£30.00	£0.45	0	£30	Not applicable	£30	Yes	
Missed Appointment	Discretionary	Outside scope	£26	£26	£26.00	£0.39	0	£26	Not applicable	£26	Yes	
Private Hire and Hackney Carriages												
Private Hire Operator Licence (grant or renewal) 5 year	Discretionary	Outside scope	£610	£610	£610.00	£9.15	1.48	£619	Not applicable	£619	Yes	1.5% inflation uplift applied and fee/charge rounded up/down to nearest £1
Private Hire Operator Licence (grant or renewal) 1 year	Discretionary	Outside scope	£247	£247	£247.00	£3.71	1.62	£251	Not applicable	£251	Yes	
Transfer of Licence (vehicle)	Discretionary	Outside scope	£80	£80	£80.00	£1.20	1.25	£81	Not applicable	£81	Yes	
Transfer of licence (operator)	Discretionary	Outside scope	£93	£93	£93.00	£1.40	1.08	£94	Not applicable	£94	Yes	
New vehicle - six monthly	Discretionary	Outside scope	£101	£101	£101.00	£1.52	1.98	£103	Not applicable	£103	Yes	
Renewal vehicle - six monthly	Discretionary	Outside scope	£86	£86	£86.00	£1.29	1.16	£87	Not applicable	£87	Yes	
Animal Licensing												
Animal Boarding	Discretionary	Outside scope	£141	£141	£141.00	£2.12	1.42	£143	Not applicable	£143		1.5% inflation uplift applied and fee/charge rounded up/down to nearest £1
Home Boarding of Dogs	Discretionary	Outside scope	£100	£100	£100.00	£1.50	2.00	£102	Not applicable	£102		
Animal Breeding	Discretionary	Outside scope	£219	£219	£219.00	£3.29	1.37	£222	Not applicable	£222		
Dangerous Wild Animals												
Vet fees for first inspection are charged for in addition	Discretionary	Outside scope	£210	£210	£210.00	£3.15	1.43	£213	Not applicable	£213		
Pet Shops												
Vet fees for first inspection are charged for in addition	Discretionary	Outside scope	£136	£136	£136.00	£2.04	1.47	£138	Not applicable	£138		
Riding Establishments	Discretionary	Outside scope	£136	£136	£136.00	£2.04	1.47	£138	Not applicable	£138		
Zoos												
Vet fees for first inspection are charged for in addition	Discretionary	Outside scope	£155	£155	£155.00	£2.33	1.29	£157	Not applicable	£157		
Other Licences												
Sex Establishments and Sexual Entertainment Venues	Discretionary	Outside scope	£980	£980	£980.00	Not applicable	0	£980	Not applicable	£980	Yes	
Scrap Metal Dealer 3 year - Site (not due until 2020)	Discretionary	Outside scope	£588	£588	£588.00	£8.82	1.53	£597	Not applicable	£597	Yes	
Scrap Metal Dealer 3 year - Collector (not due until 2020)	Discretionary	Outside scope	£228	£228	£228.00	£3.42	1.32	£231	Not applicable	£231	Yes	
Sunday Trading - Loading Control Area	Discretionary	Outside scope	£78	£78	£78.00	£1.17	1.28	£79	Not applicable	£79	Yes	

Service and associated fees and charges	Discretionary or Statutory	VAT Status	Fee/Charge 1st Oct 19	Total Fee/Charge to Pay Oct 19 (incl. VAT where applicable)	2019 Fee/Charge (excl. VAT where this applies)	Uplift Amount (based on CPIH at 1.5% in Mar 20, market rate, local cost recovery or statutory set)	Percentage Increase/ Decrease	Fee/Charge 1st Oct 2020	VAT Amount 1st Oct 2020	Fee/Charge 1st Oct 2020 incl. VAT (where applicable)	Does the fee/charge or service overall achieve full cost recovery?	2020 Notes
Mold Indoor - Unit 7A	Discretionary	Exempt	£64.50	£64.50	£64.50	£0.97	1.5	£65.47	Not applicable	£65.47	Yes	
Mold Indoor - Unit 7B	Discretionary	Exempt	£85.84	£85.84	£85.84	£1.29	1.5	£87.13	Not applicable	£87.13	Yes	
Mold Indoor - Unit 7C	Discretionary	Exempt	£64.50	£64.50	£64.50	£0.97	1.5	£65.47	Not applicable	£65.47	Yes	
Mold Indoor - Unit 8	Discretionary	Exempt	£130.88	£130.88	£130.88	£1.96	1.5	£132.84	Not applicable	£132.84	Yes	
Mold Indoor - Unit 9	Discretionary	Exempt	£69.52	£69.52	£69.52	£1.04	1.5	£70.56	Not applicable	£70.56	Yes	
Mold Indoor - Unit 10	Discretionary	Exempt	£75.58	£75.58	£75.58	£1.13	1.5	£76.71	Not applicable	£76.71	Yes	
Mold Indoor - Unit 11	Discretionary	Exempt	£52.36	£52.36	£52.36	£0.79	1.5	£53.15	Not applicable	£53.15	Yes	
Mold Indoor - Unit 12	Discretionary	Exempt	£86.46	£86.46	£86.46	£1.30	1.5	£87.76	Not applicable	£87.76	Yes	
Mold Indoor - Unit 13	Discretionary	Exempt	£157.17	£157.17	£157.17	£2.36	1.5	£159.53	Not applicable	£159.53	Yes	
Mold Indoor - Unit 14	Discretionary	Exempt	£141.83	£141.83	£141.83	£2.13	1.5	£143.96	Not applicable	£143.96	Yes	
Licence Events/Car Boot Sales - Commercial	Discretionary	Outside scope	£85	£85	£85	£1.28	1.5	£86.28	Not applicable	£86.28	Yes	
Licence Events/Car Boot Sales - Charity	Discretionary	Outside scope	£8.50	£8.50	£8.50	Not applicable	0	£8.50	Not applicable	£8.50	Yes	Recommend annual inflation uplift applied every three years - first uplift Oct 2022
Licence Local Produce/Craft	Discretionary	Outside scope	£21.50	£21.50	£21.50	£0.32	1.5	£21.82	Not applicable	£21.82	Yes	
Licence Permits - Commercial	Discretionary	Outside scope	£8	£8	£8	Not applicable	0	£8	Not applicable	£8	Yes	Recommend annual inflation uplift applied every three years - first uplift Oct 2022
Licence Permits - Charity/Community	Discretionary	Outside scope	free	free	free	Not applicable	0	free	Not applicable	free	Yes	
Ordnance Survey Map Sales												
A4 - scale 1:500 1 to 6 (max) copies	Discretionary	Standard Rate	£11.67	£13.00	£11.67	£0.39	3.34	£12.06	£1.42	£13.50		VAT only applies to some elements of charges
A4 - scale 1:1250 1 to 6 (max) copies	Discretionary	Standard Rate	£15.24	£17.00	£15.24	£0.41	2.69	£15.65	£1.85	£17.50		
A4 - scale 1:2500 1 to 6 (max) copies	Discretionary	Standard Rate	£16.17	£17.00	£16.17	£0.41	2.54	£16.58	£0.92	£17.50		
A3 - scale 1:500 1 to 6 (max) copies	Discretionary	Standard Rate	£11.83	£13.00	£11.83	£0.42	3.55	£12.25	£1.25	£13.50		
A3 - scale 1:1250 1 to 6 (max) copies	Discretionary	Standard Rate	£15.76	£17.00	£15.76	£0.42	2.66	£16.18	£1.32	£17.50		
A3 - scale 1:2500 1 to 6 (max) copies	Discretionary	Standard Rate	£24.83	£25.00	£24.83	£0.42	1.69	£25.25	£0.25	£25.50		
Parking, Parking Permits and Parking Dispensations												
Pay and Display Car Parking												
Pay and Display Charges	Discretionary	Off street - Standard Rate On street - Outside Scope	Variable	Variable	Variable	Not applicable	0	Information on pay and display car parking, including chargeable hours and charges can be found at: https://www.flintshire.gov.uk/en/Resident/Streetscene/Pay-and-Display-Car-Parking.aspx				No inflation uplift in line with annual review of fees and charges. Car parking charges are reviewed in line with the Car Parking Strategy
Permits												
Trader Parking Permit (per annum)	Discretionary	Standard Rate (Included 2019)	£48	£48	£40	Not applicable	0	£40.00	£8.00	£48.00		No inflation uplift in line with annual review of fees and charges. Parking charges are reviewed in line with the Car Parking Strategy
Designated and Other Parking Permit (per annum)	Discretionary	Standard Rate (Included 2019)	£300	£300	£250	Not applicable	0	£250.00	£50.00	£300.00		
Resident Parking Permit (per annum)	Discretionary	Standard Rate (Included 2019)	£25	£25	£20.83	Not applicable	0	£20.83	£4.17	£25.00		
Staff Parking Permit (per annum)	Discretionary	Standard Rate (Included 2019)	£48	£48	£40	Not applicable	0	£40.00	£8.00	£48.00		
Parking Dispensations												
Daily Permit - per day	Discretionary	Standard Rate (Included 2019)	£12	£12	£10	Not applicable	0	£10	£2	£12		No inflation uplift in line with annual review of fees and charges. Parking charges are reviewed in line with the Car Parking Strategy
Weekly Permit - per week	Discretionary	Standard Rate (Included 2019)	£35	£35	£29.17	Not applicable	0	£29.17	£5.83	£35.00		
Pest Control												
Rats & Mice - Private Household. Potential Disease Vectors.	Discretionary	Standard Rate	£52	£62.40	£52	£3.00	5.77	£55.00	£11.00	£66.00	No	In line with the Council's Income Generation Policy and principles agreed by Cabinet in July 2019, a phased approach to increasing charges with an aim of moving closer to full cost recovery by October 2022 has been implemented for this service
Fleas - Private Household.	Discretionary	Standard Rate	£56	£67.20	£56	£1.50	2.68	£57.50	£11.50	£69.00	No	
Wasps - Private Household.	Discretionary	Standard Rate	£47	£56.40	£47	£3.00	6.38	£50.00	£10.00	£60.00	No	
Ants - Private Household.	Discretionary	Standard Rate	£43	£51.60	£43	£2.00	4.65	£45.00	£9.00	£54.00	No	
Bees (advice only) - Private Household.	Discretionary	Standard Rate	£30	£36	£30	£2.50	8.33	£32.50	£6.50	£39.00	No	
Rats, Mice, Wasps, Ants, Fleas - Commercial Business Premises & Internal Council Depts	Discretionary	Standard Rate	£50	£60	£50	£2.50	5	£52.50	£10.50	£63.00	No	
Missed calls Home Owner / Tenant not available at appointment	Discretionary	Standard Rate	£30	£36	£30	£2.50	8.33	£32.50	£6.50	£39.00	No	
Concessory rate	Discretionary	Standard Rate	£31.20	£37.44	£31.20	£0.47	1.5	£31.67	£6.33	£38.00	No	
Planning												
Planning Pre -Application (Cat A - major development up to 10 dwellings) Plus £160 per additional dwelling	Discretionary	Outside scope	£1,200	£1,200	£1,200	£0.00	0	£1,200.00	Not applicable	£1,200.00		No inflationary uplift for 2020
Planning Pre -Application (single dwelling)	Discretionary	Outside scope	£80	£80	£80	£0.00	0	£80.00	Not applicable	£80.00		
Planning Pre -Application (two to nine dwellings) - per dwelling	Discretionary	Outside scope	£120	£120	£120	£0.00	0	£120.00	Not applicable	£120.00		
Planning Pre-Application (non-residential)	Discretionary	Outside scope	£80	£80	£80	£0.00	0	£80.00	Not applicable	£80.00		
Planning Pre-Application (householder)	Discretionary	Outside scope	£65	£65	£65	£0.00	0	£65.00	Not applicable	£65.00		
Compliance and confirmation letter - per hour	Discretionary	Outside scope	£130	£130	£130	£0.00	0	£130.00	Not applicable	£130.00		
Planning research - per hour	Discretionary	Outside scope	£130	£130	£130	£0.00	0	£130.00	Not applicable	£130.00		
Rights of Way legal order	Discretionary	Outside scope	Variable to cover full costs	Variable to cover full costs	Variable to cover full costs	£0.00	0	Variable to cover full costs	Not applicable	Variable to cover full costs		
Road adoption Section 38 agreement	Discretionary	Outside scope	10% bond	10% bond	10% bond	Not applicable	0	10% bond	Not applicable	10% bond		
Section 278	Discretionary	Outside scope	10% bond	10% bond	10% bond	Not applicable	0	10% bond	Not applicable	10% bond		
Vehicular Crossings	Discretionary	Outside scope	£200	£200	£200	£0.00	0	£200.00	Not applicable	£200.00		
Stopping Up Orders (minimum charge)	Discretionary	Outside scope	£1,800	£1,800	£1,800	£0.00	0	£1,800.00	Not applicable	£1,800.00		
Road & Traffic Scheme Info	Discretionary	Outside scope	£3.00	£3.00	£3.00	Not applicable	0	£3.00	Not applicable	£3.00	Recommend annual inflation uplift applied every three years - first uplift Oct 2022	
Search Highways	Discretionary	Outside scope	£45	£45	£45	£0.00	0	£45.00	Not applicable	£45.00	No inflationary uplift for 2020	
Other Planning fees	Statutory	Outside scope	All other Planning fees are set in legislation. Details of current fees can be found at: https://ecab.planningportal.co.uk/uploads/welsh_application_fees.pdf			N/A	Not applicable	All other Planning fees are set in legislation. Details of current fees can be found at: https://ecab.planningportal.co.uk/uploads/welsh_application_fees.pdf				
The Planning, Environment and Economy Portfolio requires any applicant, agent or relevant third party to pay for any costs incurred by the portfolio when commissioning specialist consultant's to appraise evidence submitted to justify a development proposal.												
Primary Authority												
Primary Authority - hourly rate	Discretionary	Outside scope	£67	£67	£67	£1.00	1.5	£68.00	Not applicable	£68.00		
Private Water Supply												
Private water supply sampling and testing	Statutory	Outside scope	Individually priced on the basis of cost recovery including officer time, testing, and all other associated activities. Details of the statutory upper fee levels can be found at: http://www.legislation.gov.uk/2017/1041/schedule/6/made			N/A	Not applicable	Individually priced on the basis of cost recovery including officer time, testing, and all other associated activities. Details of the statutory upper fee levels can be found at: http://www.legislation.gov.uk/2017/1041/schedule/6/made				
Property Rental												
Licence to allow farmers to use land	Discretionary	Outside scope	Variable	Variable	Variable	1.50%	1.5	Variable	Not applicable	Variable		Subject to review and possible change in light of Covid-19 Recovery Phase work
Rental of adhoc plots of land	Discretionary	Exempt	Variable	Variable	Variable	1.50%	1.5	Variable	Not applicable	Variable		
Adhoc buildings that are rented out to external clients	Discretionary	Exempt	Variable	Variable	Variable	1.50%	1.5	Variable	Not applicable	Variable		
Recharge of services from Enterprise Centre	Discretionary	Exempt	Variable	Variable	Variable	1.50%	1.5	Variable	Not applicable	Variable		
Rental from industrial units	Discretionary	Exempt	Variable	Variable	Variable	1.50%	1.5	Variable	Not applicable	Variable		
Service charges for Industrial units	Discretionary	Exempt	Variable	Variable	Variable	1.50%	1.5	Variable	Not applicable	Variable		
Building Insurance for Industrial units	Discretionary	Exempt	Variable	Variable	Variable	1.50%	1.5	Variable	Not applicable	Variable		
Rental from farms	Discretionary	Exempt	Variable	Variable	Variable	1.50%	1.5	Variable	Not applicable	Variable		
Charge for setting up Tenancies	Discretionary	Standard Rate	£75	£90	£75	£1.13	1.5	£76.13	£15.23	£91.35		
Quarry's and Landfill												

Service and associated fees and charges	Discretionary or Statutory	VAT Status	Fee/Charge 1st Oct 19	Total Fee/Charge to Pay Oct 19 (incl. VAT where applicable)	2019 Fee/Charge (excl. VAT where this applies)	Uplift Amount (based on CPIH at 1.5% in Mar 20, market rate, local cost recovery or statutory set)	Percentage Increase/Decrease	Fee/Charge 1st Oct 2020	VAT Amount 1st Oct 2020	Fee/Charge 1st Oct 2020 incl. VAT (where applicable)	Does the fee/charge or service overall achieve full cost recovery?	2020 Notes	
Inspection/monitoring	Statutory	Outside scope	Fees are set in legislation and price per site is dependent on the number of visits required. Fee legislation can be found at: http://www.legislation.gov.uk/2015/1522/regulation/14/made (paragraph 14)		N/A	Not applicable		Fees are set in legislation and price per site is dependent on the number of visits required. Fee legislation can be found at: http://www.legislation.gov.uk/2015/1522/regulation/14/made (paragraph 14)					
Records Office													
Reprographics (minimum charge for postal order)	Discretionary	Standard Rate (Included 2019)	£5	£5	£4.17	North East Wales Archives launched in April 2020. A list of services provided by North East Wales Archives, along with their associated charges, can be found at: https://www.flintshire.gov.uk/en/PDFFiles/Records-and-Archives/List-of-charges-Eng.pdf							
Photocopies - B&W A4	Discretionary	Standard Rate (Included 2019)	£0.25	£0.25	£0.21								
Photocopies - B&W A3	Discretionary	Standard Rate (Included 2019)	£0.30	£0.30	£0.25								
Prints from microfilm/fiche - A4	Discretionary	Standard Rate (Included 2019)	£0.70	£0.70	£0.58								
Scan or digital photograph by FRO Staff A4 100gsm paper	Discretionary	Standard Rate (Included 2019)	£1	£1.00	£0.83								
Scan or digital photograph by FRO Staff A3 100gsm paper	Discretionary	Standard Rate (Included 2019)	£1.50	£1.50	£1.25								
Scan or digital photograph by FRO Staff A4 photographic paper	Discretionary	Standard Rate (Included 2019)	£5	£5	£4.17								
Scan or digital photograph by FRO Staff A3 photographic paper	Discretionary	Standard Rate (Included 2019)	£7	£7.00	£5.83								
Scan or digital photograph by FRO Staff CD of images - first image	Discretionary	Standard Rate (Included 2019)	£5	£5	£4.17								
Scan or digital photograph by FRO Staff CD of images - additional images	Discretionary	Standard Rate (Included 2019)	£1	£1.00	£0.83								
Self Service Photography Permit - Daily	Discretionary	Standard Rate (Included 2019)	£5	£5	£4.17								
Self Service Photography Permit - Weekly	Discretionary	Standard Rate (Included 2019)	£12.50	£12.50	£10.42								
Self Service Photography Permit - Monthly	Discretionary	Standard Rate (Included 2019)	£30	£30	£25								
Self Service Photography Permit - Annually	Discretionary	Standard Rate (Included 2019)	£50	£50	£41.67								
Research and other professional services - per hour	Discretionary	Standard Rate (Included 2019)	£25	£25	£20.83								
Abandoned mine plan search - per site searched	Discretionary	Standard Rate (Included 2019)	£50	£50	£41.67								
Facilities Fee (use of FRO premises for Filming) - per hour	Discretionary	Standard Rate (Included 2019)	£40	£40	£33.33								
Reproduction fees - in a book or periodical - per item	Discretionary	Standard Rate (Included 2019)	£30	£30	£25								
Reproduction fees - Television/Internet Broadband Broadcast - per item	Discretionary	Standard Rate (Included 2019)	£50	£50	£41.67								
Reproduction fees - Internet usage - per item	Discretionary	Standard Rate (Included 2019)	£50	£40	£41.67								
Meeting room hire - per hour	Discretionary	Exempt	£40	£40	£40								
Group visits	Discretionary	Outside scope	No charge but donation requested	No charge but donation requested	No charge but donation requested								
Conservation work - per hour Plus cost of materials	Discretionary	Outside scope	£30	£30	£30								
Readers Ticket	Discretionary	Outside scope	No charge	No charge	No charge								
Registration Services (births, deaths, marriages and civil partnerships)													
Change of forename added within 12 months of birth registration	Statutory	Outside scope	£40	£40	£40	Not applicable	0	£40	Not applicable	£40			
Consideration by Registrar / Superintendent Registrar of a correction	Statutory	Outside scope	£75	£75	£75	Not applicable	0	£75	Not applicable	£75			
Consideration by the Registrar General of a correction	Statutory	Outside scope	£90	£90	£90	Not applicable	0	£90	Not applicable	£90			
Standard certificate for birth, death, marriage or civil partnership	Statutory	Outside scope	£11	£11	£11	Not applicable	0	£11	Not applicable	£11			
Certificate issued after registration from an archived register - priority service (24 hours)	Statutory	Outside scope	£35	£35	£35	Not applicable	0	£35	Not applicable	£35			
Certificate postage and packaging	Discretionary	Outside scope	£3	£3	£3	Not applicable	-31.33	£2.06	Not applicable	£2.06			
Short birth certificate on the day of registration	Statutory	Outside scope	FREE	FREE	FREE	Not applicable	0	Free	Not applicable	Free			
Fee for Notice of Marriage or Civil Partnership - per person	Statutory	Outside scope	£35	£35	£35	Not applicable	0	£35	Not applicable	£35			
Deposit for Register Office Ceremonies (non refundable but deducted from full ceremony fee)	Discretionary	Outside scope	£30	£30	£30	Not applicable	0	£30	Not applicable	£30			
Deposit for Ceremony Room (non refundable but deducted from full ceremony fee)	Discretionary	Outside scope	£120	£120	£120	Not applicable	-16.67	£100	Not applicable	£100			
Deposit for Approved Premises Ceremonies (non refundable but deducted from full ceremony fee)	Discretionary	Outside scope	£120	£120	£120	Not applicable	-16.67	£100	Not applicable	£100			
Advance Booking Fee for all ceremonies between 12-24 months in advance	Discretionary	Outside scope	£75	£75	£75	Not applicable	0	£75	Not applicable	£75			
Ceremony at Flintshire Register Office, Mold - Superintendent Registrars Office (Mon - Wed only)	Statutory	Outside scope	£46	£46	£46	Not applicable	0	£46	Not applicable	£46			
Ceremony at The Ceremony Room Llywnegrin Hall (Mon - Thurs)	Discretionary	Outside scope	£195	£195	£195	Not applicable	5.13	£205	Not applicable	£205			
Ceremony at The Ceremony Room Llywnegrin Hall (Fri)	Discretionary	Outside scope	£240	£240	£240	Not applicable	4.17	£250	Not applicable	£250			
Ceremony at The Ceremony Room Llywnegrin Hall (Sat)	Discretionary	Outside scope	£260	£260	£260	Not applicable	5.77	£275	Not applicable	£275			
Ceremony at The Ceremony Room Llywnegrin Hall (Sun or Bank Hol)	Discretionary	Outside scope	£290	£290	£290	Not applicable	5.17	£305	Not applicable	£305			
Ceremony at Secular Approved Premises (Mon - Thurs)	Discretionary	Outside scope	£400	£400	£400	Not applicable	5	£420	Not applicable	£420			
Ceremony at Secular Approved Premises (Fri)	Discretionary	Outside scope	£485	£485	£485	Not applicable	4.12	£505	Not applicable	£505			
Ceremony at Secular Approved Premises (Sat)	Discretionary	Outside scope	£505	£505	£505	Not applicable	4.95	£530	Not applicable	£530			
Ceremony at Secular Approved Premises (Sun or Bank Hol)	Discretionary	Outside scope	£565	£565	£565	Not applicable	4.42	£590	Not applicable	£590			
Marriage at Place of Worship (Registrars attendance to register marriage)	Statutory	Outside scope	£86	£86	£86	Not applicable	0	£86	Not applicable	£86			
Celebrants attendance at Celebratory Services at the Ceremony Room (Mon - Thur)	Discretionary	Outside scope	£130	£130	£130	Not applicable	3.85	£135	VAT included	£135			
Celebrants attendance at Celebratory Services at the Ceremony Room (Fri)	Discretionary	Outside scope	£220	£220	£220	Not applicable	4.55	£230	VAT included	£230			
Celebrants attendance at Celebratory Services at the Ceremony Room (Sat)	Discretionary	Outside scope	£270	£270	£270	Not applicable	5.56	£285	VAT included	£285			
Celebrants attendance at Celebratory Services at the Ceremony Room (Sun or Bank Hol)	Discretionary	Outside scope	£315	£315	£315	Not applicable	4.76	£330	VAT included	£330			
Celebrants attendance at Celebratory Services at an Approved Premises (Mon - Thur)	Discretionary	Outside scope	£205	£205	£205	Not applicable	4.88	£215	VAT included	£215			
Celebrants attendance at Celebratory Services at an Approved Premises (Fri)	Discretionary	Outside scope	£240	£240	£240	Not applicable	4.17	£250	VAT included	£250			
Celebrants attendance at Celebratory Services at an Approved Premises (Sat)	Discretionary	Outside scope	£315	£315	£315	Not applicable	4.76	£330	VAT included	£330			

Registration Service fees are set at least two years in advance, with any changes applied from 1st April annually. Inflationary increases are applied and charges set to achieve full cost recovery where applicable/permitted

Service and associated fees and charges	Discretionary or Statutory	VAT Status	Fee/Charge 1st Oct 19	Total Fee/Charge to Pay Oct 19 (incl. VAT where applicable)	2019 Fee/Charge (excl. VAT where this applies)	Uplift Amount (based on CPIH at 1.5% in Mar 20, market rate, local cost recovery or statutory set)	Percentage Increase/ Decrease	Fee/Charge 1st Oct 2020	VAT Amount 1st Oct 2020	Fee/Charge 1st Oct 2020 incl. VAT (where applicable)	Does the fee/charge or service overall achieve full cost recovery?	2020 Notes	
Celebrants attendance at Celebratory Services at an Approved Premises (Sun or Bank Hol)	Discretionary	Outside scope	£380	£380	£380	Not applicable	5.26	£400	VAT included	£400			
Approved Premises Applications - Secular Premises - New application	Discretionary	Outside scope	£1,450	£1,450	£1,450	Not applicable	4.83	£1,520	Not applicable	£1,520			
Approved Premises Applications - Secular Premises - Renewal application	Discretionary	Outside scope	£1,340	£1,340	£1,340	Not applicable	4.48	£1,400	Not applicable	£1,400			
Approved Premises Applications - Religious Premises - New application	Discretionary	Outside scope	£830	£830	£830	Not applicable	0	£830	Not applicable	£830			
Approved Premises Applications - Religious Premises - Renewal	Discretionary	Outside scope	£567	£567	£567	Not applicable	0	£567	Not applicable	£567			
Ceremony Drink/Food Package - non-refundable deposit (packages 1 to 5)	Discretionary	Outside scope	£60	£60	£60	£0.90	1.5	£60.90	£12.18	£73.08			
Ceremony Drink/Food Package - non-refundable deposit (package 6)	Discretionary	Outside scope	£16	£16	£16	£0.24	1.5	£16.24	£3.25	£19.49			
Rights of Way													
Temporary closures and extensions by Order	Discretionary	Outside scope	£1,772	£1,772	£1,772	£26.58	1.5	£1,798.58	Not applicable	£1,798.58	Yes	Fees and charges are set at market comparable rates and achieve full cost recovery	
Closure by notice	Discretionary	Outside scope	£530	£530	£530	£7.95	1.5	£537.95	Not applicable	£537.95	Yes		
Permanent closures and diversions Advert costs are charged in addition	Discretionary	Outside scope	£1,591	£1,591	£1,591	£23.87	1.5	£1,614.87	Not applicable	£1,614.87	Yes		
Follow up Property Search queries - per request	Discretionary	Outside scope	£74	£74	£74	£1.11	1.5	£75.11	Not applicable	£75.11	Yes		
Authorisation for rallies - per request	Discretionary	Outside scope	£106	£106	£106	£1.59	1.5	£107.59	Not applicable	£107.59	Yes		
Room Hire													
Greenfield Enterprise Centre													
Mill Suite	Discretionary	Standard Rate	£30	£36	£30	£0.45	1.5	£30.45	£6.09	£36.54		Subject to review and possible change in light of Covid-19 Recovery Phase work	
Abbey Room	Discretionary	Standard Rate	£40	£48	£40	£0.60	1.5	£40.60	£8.12	£48.72			
Room 80 & 81	Discretionary	Standard Rate	£40	£48	£40	£0.60	1.5	£40.60	£8.12	£48.72			
Chater Room	Discretionary	Standard Rate	£80	£96	£80	£1.20	1.5	£81.20	£16.24	£97.44			
Deeside Enterprise Centre													
Gloucester Room	Discretionary	Standard Rate	£80	£96	£80	£1.20	1.5	£81.20	£16.24	£97.44			
Meeting Room 1	Discretionary	Standard Rate	£30	£36	£30	£0.45	1.5	£30.45	£6.09	£36.54			
Meeting Room 2	Discretionary	Standard Rate	£30	£36	£30	£0.45	1.5	£30.45	£6.09	£36.54			
Meeting Room 33	Discretionary	Standard Rate	£45	£54	£45	£0.68	1.5	£45.68	£9.14	£54.81			
Roundabout Sponsorship													
Sponsorship of a Roundabout	Discretionary	Standard Rate	£2,500	£3,000	£2,500	£37.50	1.5	£2,537.50	£507.50	£3,045.00	Yes		
Ship Sanitation Certificate													
Up to 1,000 tonnes	Statutory	Outside scope	£95	£95	£95	Not applicable	5.26	£100	Not applicable	£100	No		
Up to 3,000 tonnes	Statutory	Outside scope	£130	£130	£130	Not applicable	3.85	£135	Not applicable	£135	No		
Up to 10,000 tonnes	Statutory	Outside scope	£200	£200	£200	Not applicable	2.50	£205	Not applicable	£205	No		
Up to 20,000 tonnes	Statutory	Outside scope	£255	£255	£255	Not applicable	3.92	£265	Not applicable	£265	No		
Up to 30,000 tonnes	Statutory	Outside scope	£330	£330	£330	Not applicable	3.03	£340	Not applicable	£340	No		
Over 30,000 tonnes	Statutory	Outside scope	£390	£390	£390	Not applicable	2.56	£400	Not applicable	£400	No		
Vessels with 50 – 1000 persons	Statutory	Outside scope	£390	£390	£390	Not applicable	2.56	£400	Not applicable	£400	No		
Vessels with over 1000 persons	Statutory	Outside scope	£665	£665	£665	Not applicable	2.26	£680	Not applicable	£680	No		
Extensions	Statutory	Outside scope	-	-	-	-	-	£70	Not applicable	£70	No		
Skin Piercing Registration													
Skin Piercing Registration - Premises	Discretionary	Outside scope	£131	£131	£131	Not applicable	0	£131	Not applicable	£131	Yes		
Skin Piercing Registration - Person	Discretionary	Outside scope	£66	£66	£66	Not applicable	0	£66	Not applicable	£66	Yes		
The above fees will change in year due to legislative changes													
Social Care													
Day Care - flat rate meal charge Meals for residents if these are part of their care are not subject to VAT. VAT applies for employees, visitors and residents where meals are not part of their care	Discretionary	Outside scope	£5	£5	£5	£1	20	£6	Not applicable	£6		Council/Local inflation uplift applied based on full cost recovery	
Non-residential Care (domiciliary) - Per week	Statutory	Outside scope	max. £90	max. £90	max. £90	Not applicable		max. £100	Not applicable	max. £100		This is the maximum cost for non-residential care and short term care stays that are no longer than 8 weeks. If service users have over £24,000 then they will automatically pay this charge. Any service user with capital less than this will be financially assessed based on their ability to pay.	
Night care (non-residential) - per week	Statutory	Outside scope	max. £90	max. £90	max. £90	Not applicable		max. £100	Not applicable	max. £100			
Adult placement scheme	Statutory	Outside scope	max. £90	max. £90	max. £90	Not applicable		max. £100	Not applicable	max. £100			
Short-term care (Stays less than 8 weeks)	Statutory	Outside scope	max. £90	max. £90	max. £90	Not applicable		max. £100	Not applicable	max. £100			
Residential care - Local Authority	Statutory	Outside scope	£562	£562	£562	Not applicable	3.77	£583.44	Not applicable	£583.44		If an individual has capital in excess of £50,000 then they are required to fund their own care home fees. Any service user with capital less than this will be financially assessed based on their ability to pay.	
Residential EMI care - Local Authority	Statutory	Outside scope	£585	£585	£585	Not applicable	3.86	£607.53	Not applicable	£607.53			
Nursing	Statutory	Outside scope	-	-	-	-		£631.64	Not applicable	£631.64			
EMI Nursing	Statutory	Outside scope	-	-	-	-		£667.80	Not applicable	£667.80			
Temporary Residential Care - Local Authority/Private	Statutory	Outside scope	£0	£0	£0	Not applicable		£0	Not applicable	£0			
Day Centre full day	Discretionary	Outside scope	£25	£25	£25	£0.26	1	£25.26	Not applicable	£25.26			
Day Centre half day	Discretionary	Outside scope	£12	£12	£12	£0.63	5.25	£12.63	Not applicable	£12.63			
Deferred Payment Agreed Charges - Valuations (one-off)	Discretionary	Outside scope	£85	£85	£85	Not applicable	0	£85	Not applicable	£85			
Deferred Payment Agreed Charges - Legal Fees (one-off)	Discretionary	Outside scope	£400	£400	£400	Not applicable	0	£400	Not applicable	£400			
Deferred Payment Agreed Charges - Set Up Fees (one-off)	Discretionary	Outside scope	£250	£250	£250	Not applicable	0	£250	Not applicable	£250			
Deferred Payment Agreed Charges - Annual Administration Fee	Discretionary	Outside scope	£92	£92	£92	Not applicable	0	£92	Not applicable	£92			
Deferred Payment Agreed Charges - Interest Charge	Discretionary	Outside scope	0.15% above the 'relevant rate'	0.15% above the 'relevant rate'	0.15% above the 'relevant rate'	Not applicable		0.15% above the 'relevant rate'	Not applicable	0.15% above the 'relevant rate'			
Interest will be charged from day 1 of the Deferred Payment Agreement and will be compounded plus an additional charge of 0.15% above the 'relevant rate'. The relevant rate is the Market Gilt Rate which is provided on the Determinants of the fiscal forecast table which can be accessed on the following website: http://budgetresponsibility.org.uk													
Telecare Monitoring Charge - per week	Discretionary	Exempt	£2	£2	£2	Not applicable	0	£2	Not applicable	£2		Recommend annual inflation uplift applied every three years - first uplift Oct 2022	
Telecare Installation Cost (on-off) Only applicable to individuals who require Telecare and have no other social care needs	Discretionary	Exempt	£50	£50	£50	£0.75	1.5	£50.75	Not applicable	£50.75			
Court of Protection fees - Set up fee (One off)	Statutory	Outside scope	£745	£745	£745	Not applicable	0	£745	Not applicable	£745		All Court Of Protection fees are set by the Office of the Public Guardian	
Court of Protection fees - Annual Management Fee	Statutory	Outside scope	£650	£650	£650	Not applicable	0	£650	Not applicable	£650			
Court of Protection fees - Preparation and Lodgement of COP Report	Statutory	Outside scope	£216	£216	£216	Not applicable	0	£216	Not applicable	£216			
Court of Protection fees - Annual Property Management Fee	Statutory	Outside scope	£300	£300	£300	Not applicable	0	£300	Not applicable	£300			
Court of Protection fees - Capital Under 16k	Statutory	Outside scope	Annual fees are 3.5% of balance held in all accounts on the anniversary of		N/A	Not applicable	0	Annual fees are 3.5% of balance held in all accounts on the anniversary of the order					

Service and associated fees and charges	Discretionary or Statutory	VAT Status	Fee/Charge 1st Oct 19	Total Fee/Charge to Pay Oct 19 (incl. VAT where applicable)	2019 Fee/Charge (excl. VAT where this applies)	Uplift Amount (based on CPIH at 1.5% in Mar 20, market rate, local cost recovery or statutory set)	Percentage Increase/Decrease	Fee/Charge 1st Oct 2020	VAT Amount 1st Oct 2020	Fee/Charge 1st Oct 2020 incl. VAT (where applicable)	Does the fee/charge or service overall achieve full cost recovery?	2020 Notes	
Training - non-attendance charge half day	Discretionary	Outside scope	£25	£25	£25	£0.38	1.5	£25.38	Not applicable	£25.38			
Training - non-attendance charge full day	Discretionary	Outside scope	£50	£50	£50	£0.75	1.5	£50.75	Not applicable	£50.75			
Stray Dogs													
Return direct to Owners	Discretionary	Outside scope	£30	£30	£30	£0.45	1.5	£30.45	Not applicable	£30.45	No		
Kennel fees (per day)	Discretionary	Standard Rate (Included 2019)	£45	£45	£37.50	£0.56	1.5	£38.06	£7.61	£45.68	No		
Street Naming and Numbering													
House Name Change	Discretionary	Outside scope	£70	£70	£70	£0.00	0	£70.00	Not applicable	£70.00		No inflationary increase applied for 2020. Discretionary charging within statutory framework, which fees/charges adhere to	
Re-name of street where requested by residents	Discretionary	Outside scope	£112	£112	£112	£0.00	0	£112.00	Not applicable	£112.00			
Plus £36 per additional property													
Re-numbering Houses/Buildings	Discretionary	Outside scope	£112	£112	£112	£0.00	0	£112.00	Not applicable	£112.00			
Plus £36 per additional property													
Confirmation of addresses for Conveyancing purposes	Discretionary	Outside scope	£35	£35	£35	£0.00	0	£35.00	Not applicable	£35.00			
Conversion of Buildings to form Dwelling/Flats	Discretionary	Outside scope	£100	£100	£100	£0.00	0	£100.00	Not applicable	£100.00			
Plus £10 per additional unit													
New road													
Single Dwelling, Self Build plots on existing Road/Street	Discretionary	Outside scope	£100	£100	£100	£0.00	0	£100.00	Not applicable	£100.00			
Plus £10 per additional unit													
New Development 2-5 plots	Discretionary	Outside scope	£150	£150	£150	£0.00	0	£150.00	Not applicable	£150.00			
Plus £25 per additional unit													
New Development 6-10 plots	Discretionary	Outside scope	£250	£250	£250	£0.00	0	£250.00	Not applicable	£250.00			
Plus £20 per additional unit													
New Development over 10 plots	Discretionary	Outside scope	£500	£500	£500	£0.00	0	£500.00	Not applicable	£500.00			
Plus £15 per additional unit													
Industrial - Allocation of addresses to commercial units (1 unit)	Discretionary	Outside scope	£150.00	£150.00	£150.00	£0.00	0	£150.00	Not applicable	£150.00			
Plus £25 per additional unit													
Sustainable Drainage Systems (SuDS) Pre-Application													
Early Engagement Advice	Discretionary	Outside scope	Free	Free	Free	Not applicable	0	Free	Not applicable	Free	No		
Detailed advice and review													
Single dwelling (householder)	Discretionary	Outside scope	£100	£100	£100	Not applicable	0	£100	Not applicable	£100	Yes	No inflationary uplift - new service with new fees and charges calculated to achieve full cost recovery and market comparable rates	
0.01 to 0.5 hectare	Discretionary	Outside scope	£200	£200	£200	Not applicable	0	£200	Not applicable	£200	Yes		
>0.5 to 1.0 hectare	Discretionary	Outside scope	£400	£400	£400	Not applicable	0	£400	Not applicable	£400	Yes		
>1.0 to 5.0 hectare	Discretionary	Outside scope	£600	£600	£600	Not applicable	0	£600	Not applicable	£600	Yes		
>5.0 hectare	Discretionary	Outside scope	£1,000	£1,000	£1,000	Not applicable	0	£1,000	Not applicable	£1,000	Yes		
Additional Services (per hour)	Discretionary	Outside scope	£40	£40	£40	Not applicable	0	£40	Not applicable	£40	Yes		
Sustainable Drainage Systems (SuDS)													
Application	Statutory	Outside scope	N/A	N/A	N/A	Not applicable		Fees are set in legislation: http://www.legislation.gov.uk/wsi/2018/1075/contents/made			Yes	Statutory fees will enable full cost recovery once service has been fully implemented	
Talks and Presentations													
Environmental Health, Trading Standards and Licensing	Discretionary	Outside scope	£67	£67	£67	£1.01	1.5	£68.01	Not applicable	£68.01			
Trading Standards													
Measuring Instruments Directive													
Automatic discontinuous totalisers, automatic rail weighbridges, automatic catchweighers, automatic gravimetric filling instruments and beltweighers	Statutory	Standard Rate	£67	£80.40	£67	£1.01	1.5	£68.01	£13.60	£81.61		Minimum one hour. In order to reflect additional cost associated with examination, testing and documentation, and maintenance of MID Notified Body Status, certain classes of instrument covered by MID will be subject to additional charges.	
Cold water meters	Statutory	Standard Rate	£67	£80.40	£67	£1.01	1.5	£68.01	£13.60	£81.61			
Measuring instruments for liquid fuel and lubricants	Statutory	Standard Rate	10% surcharge on top of officer hourly rate (minimum 1 hour)	10% surcharge on top of officer hourly rate (minimum 1 hour)	10% surcharge on top of officer hourly rate (minimum 1 hour)			10% surcharge on top of officer hourly rate (minimum 1 hour)		10% surcharge on top of officer hourly rate (minimum 1 hour)			Verification under Measuring Instruments Directive (MID) 2004/22 EC
Measuring instruments for liquid fuel delivered from road tankers	Statutory	Standard Rate	10% surcharge on top of officer hourly rate (minimum 1 hour)	10% surcharge on top of officer hourly rate (minimum 1 hour)	10% surcharge on top of officer hourly rate (minimum 1 hour)			10% surcharge on top of officer hourly rate (minimum 1 hour)		10% surcharge on top of officer hourly rate (minimum 1 hour)			
Special Weighing and Measuring Equipment													
Examining, testing, certifying, stamping, authorising or reporting on special weighing or measuring equipment at the place where the service is provided.	Statutory	Standard Rate	£67	£80.40	£67	£1.01	1.5	£68.01	£13.60	£81.61		Additional charges for officer travel time and equipment hire may apply where necessary.	
Weighing Instruments Non-NAWI													
Not exceeding 1 tonne - per item	Statutory	Standard Rate	£69.25	£83.10	£69.25	£1.66	2.40	£70.91	£14.18	£85.09		Verification under Measuring Instruments Directive (MID) 2004/22 EC	
Exceeding 1 tonne to 10 tonne - per item	Statutory	Standard Rate	£112.18	£134.62	£112.18	£2.69	2.40	£114.87	£22.97	£137.84			
Exceeding 10 tonnes	Statutory	Standard Rate	£234.28	£281.14	£234.28	£5.62	2.40	£239.90	£47.98	£287.88			
Weighing Instruments NAWI													
Not exceeding 1 tonne - per item	Statutory	Standard Rate	£115.26	£138.31	£115.26	£2.77	2.40	£118.03	£23.61	£141.64		VAT will be charged for initial verifications, re-verification work will be charged at outside of scope	
Exceeding 1 tonne to 10 tonne - per item	Statutory	Standard Rate	£178.39	£214.07	£178.39	£4.28	2.40	£182.67	£36.53	£219.20			
Exceeding 10 tonnes - per item	Statutory	Standard Rate	£390.51	£468.61	£390.51	£9.37	2.40	£399.88	£79.98	£479.86			
When testing instruments incorporating remote display or printing facilities, and where completion of the test requires a second person or a second series of tests by the same person, an additional fee may be charged	Statutory	Standard Rate	50% surcharge on officer hourly rate plus travel costs	50% surcharge on officer hourly rate plus travel costs	50% surcharge on officer hourly rate plus travel costs			50% surcharge on officer hourly rate plus travel costs	Standard Rate	50% surcharge on officer hourly rate plus travel costs			
Measuring Instruments for Liquid Fuel and Lubricants													
Single/multi-outlets (nozzles):													
First nozzle tested, per site	Statutory	Standard Rate	£129.87	£155.84	£129.87	£3.12	2.40	£132.99	£26.60	£159.59		Additional charges for officer travel time and equipment hire may apply where necessary.	
Each additional nozzle tested	Statutory	Standard Rate	£79.78	£95.74	£79.78	£1.92	2.41	£81.70	£16.34	£98.04			
Testing of peripheral electronic equipment on a separate visit (per site)	Statutory	Standard Rate	£67	£80.40	£67	£1.01	1.51	£68.01	£13.60	£81.61			
Testing of credit card acceptor (per unit, regardless of no. of slots/nozzles/pumps)	Statutory	Standard Rate	£67	£80.40	£67	£1.01	1.51	£68.01	£13.60	£81.61			
Road Tanker Fuel Measuring Equipment (Above 100 Litres)													
Wet hose with two testing liquids - per item	Statutory	Standard Rate	£278.75	£334.50	£278.75	£6.69	2.40	£285.44	£57.09	£342.53		Additional charges for officer travel time and equipment hire may apply where necessary.	
Wet hose with three testing liquids - per item	Statutory	Standard Rate	£325.21	£390.25	£325.21	£7.81	2.40	£333.02	£66.60	£399.62			
Dry hose with two testing liquids - per item	Statutory	Standard Rate	£309.69	£371.63	£309.69	£7.43	2.40	£317.12	£63.42	£380.54			
Dry hose with three testing liquids - per item	Statutory	Standard Rate	£356.33	£427.60	£356.33	£8.55	2.40	£364.88	£72.98	£437.86			
Wet/dry hose with two testing liquids - per item	Statutory	Standard Rate	£433.59	£520.31	£433.59	£10.41	2.40	£444.00	£88.80	£532.80			

Service and associated fees and charges	Discretionary or Statutory	VAT Status	Fee/Charge 1st Oct 19	Total Fee/Charge to Pay Oct 19 (incl. VAT where applicable)	2019 Fee/Charge (excl. VAT where this applies)	Uplift Amount (based on CPIH at 1.5% in Mar 20, market rate, local cost recovery or statutory set)	Percentage Increase/Decrease	Fee/Charge 1st Oct 2020	VAT Amount 1st Oct 2020	Fee/Charge 1st Oct 2020 incl. VAT (where applicable)	Does the fee/charge or service overall achieve full cost recovery?	2020 Notes
Wet/dry hose with three testing liquids per item	Statutory	Standard Rate	£463.52	£556.22	£463.52	£11.13	2.40	£474.65	£94.93	£569.58		
Certificate of errors												
For supplying a certificate containing results of errors found on testing	Statutory	Outside scope	£56.49	£56.49	£56.49	£1.36	2.41	£57.85	£11.57	£69.42		Upon request and where no other fee is payable Additional charges for officer travel time and equipment hire may apply where necessary.
Traffic Regulation Orders												
Traffic Regulation Orders - Internal Minimum Charge	Discretionary	Outside scope	£2,130	£2,130	£2,130	£31.95	1.5	£2,161.95	Not applicable	£2,161.95		
Traffic Regulation Orders - Internal Maximum Charge	Discretionary	Outside scope	£3,150	£3,150	£3,150	£47.25	1.5	£3,197.25	Not applicable	£3,197.25		
Traffic Regulation Orders - External Minimum Charge	Discretionary	Standard Rate	£3,605	£4,326	£3,605	£54.08	1.5	£3,659.08	£731.82	£4,390.89		
Traffic Regulation Orders - External Maximum Charge	Discretionary	Standard Rate	£4,605	£5,526	£4,605	£69.08	1.5	£4,674.08	£934.82	£5,608.89		
Transport												
Concessionary Seat - per annum Payments split across three terms	Discretionary	Outside scope	£450	£450	£450	Not applicable	0	£450	Not applicable	£450		
Replacement concessionary Bus Pass	Discretionary	Outside scope	£10	£10	£10	Not applicable	0	£10	Not applicable	£10		
Arriva Scholar Passes	Discretionary	Outside scope	£25	£25	£25	Not applicable	0	£25	Not applicable	£25		
Adult Social Services - concessionary Seat (per day)	Discretionary	Outside scope	£7	£7	£7	Not applicable	0	£7	Not applicable	£7		
Waste												
Bulky Waste Collection - Collection of 1-5 items	Statutory	Outside scope	£40	£40	£40	Not applicable	0	£40	Not applicable	£40		No inflationary increase for 2020
Bulky Waste Collection - Each additional item	Statutory	Outside scope	£5	£5	£5	Not applicable	0	£5	Not applicable	£5		
Bulky Waste Collection - Concessions for persons in receipt of benefits/OAPs *	Statutory	Outside scope	£20	£20	£20	Not applicable	0	£20	Not applicable	£20		
Garden Waste Collection - online payments	Discretionary	Outside scope	£32	£32	£32			TBC	Not applicable	TBC		Decision on charges pending following partial suspension of service during 2020
Garden Waste Collection - payments made on or before 29th February 2021	Discretionary	Outside scope	£32	£32	£32			TBC	Not applicable	TBC		
Garden Waste Collection - payments made on or after 1st March 2021	Discretionary	Outside scope	£35	£35	£35			TBC	Not applicable	TBC		
Greenfield Household Recycling Centre - small trader green waste tipping gate fee	Discretionary	Outside scope	£35	£35	£35	£0.53	1.5	£35.53	Not applicable	£35.53		
Youth and Community Services - Room Hire												
Room Hiring - 11-25 age group organisations - per hour	Discretionary	Exempt	£3.66	£3.66	£3.66	Not applicable	0	£3.66	Not applicable	£3.66	No	Recommend annual inflation uplift applied every three years - first uplift Oct 2022 Room hire charges are below cost recovery and would benefit from a review in future
Room Hiring - Organisations outside 11-25 - per hour	Discretionary	Exempt	£4.83	£4.83	£4.83	Not applicable	0	£4.83	Not applicable	£4.83	No	
Room Hiring - Profit making organisations - per hour	Discretionary	Exempt	£8.00	£8.00	£8.00	Not applicable	0	£8.00	Not applicable	£8.00	No	
Room Hiring - Hire on Saturdays - per hour	Discretionary	Exempt	£10.33	£10.33	£10.33	Not applicable	0	£10.33	Not applicable	£10.33	No	
Room Hiring - Hire on Sundays - per hour	Discretionary	Exempt	£13.33	£13.33	£13.33	Not applicable	0	£13.33	Not applicable	£13.33	No	

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Flintshire County Council

Income Generation Policy

Version 2: March 2020

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1. Approach and Objectives

1.1 Approach

The Council provides a range of services to residents, the community and visitors for which it can apply a fee or charge and generate income accordingly.

Good practice suggests that local authorities should have a clear rationale for charging, which should include what services are charged for, how much is charged and how charging supports the delivery of corporate priorities¹.

This policy outlines the Council's rationale for fees and charges. It establishes the process by which fees and charges will be set and reviewed, sets out the key principles that should be used in setting them and outlines how charging for services supports the Council to deliver its corporate priorities.

The Council's high level aim is to maximise income generation wherever possible to contribute towards the delivery of key frontline services. Achieving full cost recovery for discretionary services, where the Council has a power but not a duty to provide the service, is a necessity for service sustainability. As, where the charge applied for these services does not cover the cost of service delivery, or it is not permitted to, this raises strategic questions for the Council to consider, such as if and how the services should be funded.

The setting of fees and charges must be linked to the Council's annual budget planning and Medium Term Financial Strategy (MTFS) planning process to create a strategic and coherent approach.

Any approach to income generation will by necessity need to be flexible, as this is a complex area and maximising income generation is not just about increasing fees and charges. For example, increasing fees/charges for services that operate in a commercial market to above the market rate may reduce demand for services, negatively impacting on income. Raising fees/charges to a level where customers can no longer afford them is likely to have a similar effect. Therefore, in some instances, it may be more appropriate to reduce fees and charges to gain a greater share of the market.

The Council may choose to offer subsidies to promote access to services for those who otherwise could not afford them. Such subsidies (often referred to as concessions) must

¹ Wales Audit Office (2016) Charging for services and generating income by local authorities. Available from: <https://www.audit.wales/system/files/publications/income-generation-2016-eng.pdf>

be transparent, properly understood and have a clear rationale, as each time a service user is not paying the full cost of a service, the council tax payer is providing a subsidy.

By strategically using charging and concessions, the Council can influence the behaviour of residents in line with wider Council policy goals. The Council can also demonstrate the value of its services and discourage the abuse of such services.

This policy document aims to support Council Members and Officers to strike the appropriate balance between these conflicting pressures and priorities.

1.2 Objectives

The objectives of this policy are to ensure that the Council:

- Maximises revenue generation through full cost recovery wherever possible;
- Ensures that a clear and consistent set of principles and criteria underpin all decision making;
- Ensures that fees and charges are set in a way that complements the Council's wider policy goals;
- Sets prices as part of the approach to marketing the service, setting fees and charges that are comparable with our own and/or broader commercial market and which reflect the ability of customers to pay for them;
- Adopts differential pricing for some specific services where warranted;
- Puts in place a consistent process and governance structures;
- Takes into account any competition to deliver the service from the public, private or voluntary/third sectors; and
- Collects payment of fees and charges as efficiently as possible, utilising digital mechanisms and in advance of the point of delivery where possible whilst providing alternative options for customers to make payment where needed.

2. Principles

This section sets out the overarching principles that should be applied when setting fees and charges across the Council.

Flintshire County Council's fees and charges should:

- Maximise the level of income generated from the service within the appropriate legal framework that governs those fees/charges;
- Ensure charges are transparent and communicated to customers with reasonable notice;
- Take into account the nature of demand for the service and any market intelligence available;
- Complement the Council's wider policy goals and objectives;
- Be reviewed annually, overseen by Programme Boards, and reported to Cabinet in July of each year prior to implementation of any changes on 1st October;
- Achieve full cost recovery or market rate comparison wherever possible, with a phased approach to achieving by October 2022 for those not already operating at full cost recovery;
- As a minimum increase in line with inflation each year, where permitted, using one of the agreed inflation indices, unless there is a clear rationale for not doing so, or for reducing the level of the fee in real terms; and
- Take into account equality and diversity issues.

It is acknowledged that a number of these principles are contradictory in nature and that there should be a clear mechanism for deciding the prevailing priorities for each instance where conflicts arise.

3. Process for reviewing and setting fees and charges

3.1 Overview

This section of the policy sets out the process for the setting of fees and charges across the Council. It aims to put in place a transparent process that will take place annually, ensuring that all areas of the Council are taking into account the same principles and criteria in making decisions on the level of fees and charges.

3.2 Monitoring and governance

A governance and oversight structure is required to standardise the process of setting fees and charges and ensure that service areas are consistently basing their decisions on the appropriate criteria. For this purpose income generation will be monitored through current portfolio Programme Boards and the annual review of fees and charges reported to Cabinet in July each year prior to any changes being implemented on 1st October.

Changes to fees and charges at other times during the year can be made in some circumstances, such as statutory fee changes, which are set by government/in legislation and in other extenuating circumstances.

In relation to income management Programme Boards will:

- Receive proposals for adjusting fees and charges on an annual basis, which must be considered in light of the Council's overarching MTFS;
- Review income related business case investment proposals and proposals to introduce new fees or charges;
- Review these proposals to ensure that the appropriate criteria underpin the proposals;
- Recommend the appropriate process for approval for new fees/charges and changes to existing fees/charges where changes are not aligned to the agreed process and principles outlined in this policy and accompanying guidance; and
- Monitor the income generation performance of services against set targets.

3.3 Approval of fees and charges

Programme Boards do not have the authority to approve the setting of fees and charges. The responsibility for this remains with individual Chief Officers in consultation with their respective Cabinet Member under delegated powers/authority and/or Cabinet or Full Council, where necessary.

3.4 Process for annual review of fees and charges

Step 1

Fees and charges should be reviewed annually and this review will commence in April each year, instigated and overseen by the Council's Corporate Finance Team. Service areas will be required to review current levels of fees and charges for all chargeable services.

When reviewing and setting fees and charges the service should ensure it understands the full cost of providing the service, including overheads (indirect costs), and the demand for the service. Services should be prepared to provide supporting information to demonstrate full cost recovery or market rate comparison is being achieved, where permitted.

Services should also take into consideration the following when reviewing and setting fees and charges:

- Intelligence on the nature and elasticity of demand;
- Benchmarking with other local authorities or alternative suppliers in more commercial markets;
- An understanding of the market in which the service operates, including alternative service providers in the private, public and voluntary sectors;
- Any applicable income targets for the service;
- The implications of the level of fees and charges on the total income generated by the service, and the impact of this on the service and Council budget;
- The impact of any increases on customers;
- Whether concessions should be offered/continued, including :
 - The rationale for providing a concession to customers
 - Evidence that the concession is promoting take up of the service and benefiting customers most in need and at risk
 - The financial implications of offering concessions
- The Council's wider policy goals, aims and objectives;
- The impact on communities; and
- Equality and diversity issues.

Step 2

Having reviewed and updated their fees and charges accordingly, service areas will need to report these to their Programme Board.

The Programme Board will assess whether the right balance between competing interests has been struck given the wider financial context and will advise the service area on any changes that may be required. The Programme Board will also determine whether the proposals should be sent for approval. In particular the Programme Board will expect that:

- As a minimum the value of fees and charges should be maintained in real terms over time and increased annually in line with one of the agreed inflation indices;
- Any discretionary services that are not achieving full cost recovery will explain why they are operating at a deficit and more importantly how they will achieve full cost recovery with an accompanying plan for doing so; and
- All concessions will be justified, with evidence that the concession is benefitting the target community and the financial implications of the concession for the wider service budget made clear.

Step 3

When proposals have been supported in principle by the Programme Board they can be returned to Corporate Finance who will collate returns from service areas/Portfolios.

The output of this review will be a collated schedule of all fees and charges applied by the Council which will be reported to Cabinet in July for approval prior to any changes being implemented on 1st October.

Changes to fees and charges at other times of the year are permitted for statutory fee changes and under other extenuating circumstances. However, the processes, principles and approvals outlined in this policy should still be followed and adhered.

Estimates of additional income from increases to fees and charges should be passed to Corporate Finance, agreed and factored into the final budget setting process/MTFS.

Further information and supporting guidance for the annual review of fees and charges will be circulated to service areas at commencement of the annual review.

3.5 Annual inflation uplift

The normative annual inflation index to be used as part of the annual review of fees and charges is the Consumer Prices Index, including owner occupiers' housing costs (CPIH) 12 month inflation rate, as of March in the calendar year of the review. However, the local or Council's inflation rate, which requires a calculation of the annual increases in

direct and indirect costs for each service where a fee/charge is applied, or a market rate comparison inflation rate can be used.

Where the Council has the power to alter fees and charges it is assumed that one of these inflation indices will be used to apply an annual inflation uplift.

3.6 Timescales and responsibilities

The annual review of fees and charges will commence in April each year, instigated by Corporate Finance.

Service areas/Portfolios will be responsible for reviewing their fees and charges in consultation with their Finance Business Partner and for submitting these to Programme Boards for consideration, in line with the process detailed in this policy.

Portfolios should return their fees and charges to Corporate Finance by early June. Corporate Finance will then collate the schedule of fees and charges ready to circulate to Cabinet, with an accompanying report, for approval at their July meeting.

Any changes to fees and charges resulting from the annual review will be implemented on 1st October, allowing adequate time for service areas to communicate changes to customers and other stakeholders in advance of their implementation.

Service areas are responsible for setting any new fees and charges, ensuring these fully recover costs wherever permitted, apply VAT where applicable and go through the appropriate approval processes, as detailed in this policy.

3.7 In year changes

As noted earlier in this policy, the Council's Constitution provides Chief Officers, in conjunction with their respective Portfolio Cabinet Members, a mechanism to set fees and charges in accordance with any policy or strategy approved by the Cabinet or Council, i.e. this policy.

With prior approval charges can be varied on an in year basis, i.e. to manage demand as part of demand management, or ensure costs are fully recovered if these increase significantly in year.

3.8 New opportunities for income generation and the process for introducing new fees or charges

Each year the Members, Chief Officers and Service Managers from across the Council should actively consider new opportunities for income generation. However, this process should not simply be viewed as an annual activity and opportunities to generate additional income should be explored proactively throughout the year.

The purpose of these reviews should be to go beyond the usual paradigms of service delivery and create a more commercial culture within the organisation testing the boundaries of what is possible and exploring new ideas. They should discuss individual services in turn, assess latest development and best practice in income generation nationally, consider new ideas, and establish whether any can be taken forward.

If ideas are identified Chief Officers and Service Managers will be tasked with their exploration, development and implementation.

The process and considerations for introducing any associated new fees or charges is broadly the same as that for the review of fees and charges outlined in section 3.4 above. That is fees and charges should be set to achieve full cost recovery and the Council has developed a cost recovery template to assist service areas with this. In addition, intelligence should be gathered about anticipated demand and the market more broadly to understand the market in which the service will operate, benchmarking against other local authorities and/or the wider market should be undertaken, and the ability of customers to pay, including the use of concession should be considered, alongside the fit with the Council's wider policy goals, aims and objectives. An Integrated Impact Assessment (IIA) should also be completed for any new fees/charges, which will incorporate considerations around equality and diversity issues.

Service areas should seek support from their Finance Business Partner when looking to calculate new fees and charges and should seek advice regarding the VAT status of any new proposed fees or charges, i.e. if they are standard rated, exempt, etc.

As outlined in section 3.2 above, Programme Boards should consider any proposals for new fees and charges. When agreement in principle is sought from Programme Boards, the Board will recommend whether the proposals should be sent for approval under the process of delegated powers/authority.

The following principles and guidelines will apply here:

- The presumption should be that the proposal will be sent for approval under delegated powers as outlined in the Council's Constitution.
- If the proposal raises concerns that it will be politically controversial, it should, in the first instance, be referred to the Cabinet Member with responsibility for the service in conjunction with the Chief Officer for further consideration and approval, who may choose subsequently to refer to Cabinet for approval.

All proposals will be sent for approval using the methods supported by the Programme Board and, if approved, will be enacted by services.

Estimates of additional income from the introduction of new fees and charges should be passed to Corporate Finance, agreed and factored into the final budget setting process/MTFS.

3.9 Communications

The schedule of fees and charges resulting from the annual review will be published. However, service areas should, put in place arrangements to communicate clearly any changes in fees and charges, or the introduction of new fees/charges, to customers.

A segmented approach should be used to ensure that the right messages are communicated to the right stakeholders, which should include, where applicable:

- Council staff;
- Customers/service users’;
- Taxpayers;
- The media;
- Local businesses; and
- Community groups.

A corporate approach will be taken to managing and approving these communications, where considered necessary, in order to ensure consistency of message across the Council. This approach will include the following principles:

- All communications issued should make clear the reason for the change in the fee or charges (e.g. in line with inflation, increases costs, etc.);
- Where there is an increased fee or charge, communications should provide clear advice to customers on the concessions available (if any) to make sure those who are entitled to discounts receive them; and
- The timing of communications should be co-ordinated in line with when the change is implemented.

Any communications proposed to be issued out in respect to this should be cleared by the respective Portfolio Cabinet Member before being sent.

4. Payments

It is vital that the Council receives payment for its chargeable services. Wherever possible customers should be required to pay charges in advance of delivery of services, or at the point of delivery, to minimise the risk of non-payment and to assist customers to manage their own liabilities to the Council.

To facilitate payment, and provide a customer centred service, multiple payment methods should be available to the customer. However, online and direct debits should be promoted as preferred methods.

Each year a review should also be undertaken of the means by which payments are made to all services. As part of the annual review of fees and charges, and when setting new fees and charges, services should consider how payment is collected and how this can be made (more) efficient, using less expensive channels of payment collection and how this will be promoted and signposted to. This work should be consistent with the objectives set out in within the Council's Digital Strategy.

5. Concessions

A concession is applied when a local authority chooses to set a charge below the actual cost of service provision.

Concession setting is a careful balancing act. The Council may wish to target certain services at a specific group of residents and in doing so it may decide to apply a concession. For example, it may wish to offer assistance to the elderly, or those on benefits. However, every time a customer is not paying the full cost of a service, the council tax payer is in effect providing a subsidy. It is therefore important that efforts are made to ensure that subsidies are targeted at those customers whom the Council has made a conscious policy decision to help.

Certain principles are therefore important when determining the need for a concession:

- The Council should be wary of extending concessions to those who may be able or willing to pay the full fee/charge for a service;
- Concessions should not be applied to services which are lower priority for the Council;
- Concessions should be focused on those groups most in need and at risk;
- Concessions must be transparent, properly understood and have a clear rationale for their application;
- The implications of each concession for the Council's overall financial position must be understood;
- There should be evidence that the concession is promoting take up of the service and benefitting customers; and
- Concessions should be non-discriminatory in nature and effect.

Concessions are likely to exist on a service specific level. It is therefore important that when reviewing concessions a consistent approach has been taken. Programme Boards will undertake this role as a part of the process outlined in section 3 of this policy, along with an assessment of whether services proposals for concessions should be supported.

In order to this the Board will:

- Collect information available on subsidies provided for chargeable services;

- Ask finance staff to map the overall financial consequences of current subsidies for the Council's budget;
- Assess the information provided by service areas and consider the financial consequences for the Council's budget submitted by finance. The Board's presumption will be that all concessions need to be justified, and the financial implications of the concession for the wider service budget must be clear;
- As part of this process the Board should compare the need for and cost of subsidies that exist in different services. To do this the Board should rate the chargeable services prioritising who should pay for the service by asking the following questions:
 - Should the council tax payer pay for the services? (in which case the service is free to customers/service users)
 - Or should the service user pay for the service? (in which case there will be no subsidy and the customer will pay the full cost of the service)
 - How much will each of these options cost the taxpayer?

Based on the above, the Board can decide which service proposals and subsidies should be approved. This process will enable the prioritisation of subsidies within a clear financial context, to feed into the Board's decision as to whether to send service proposals for approval.

The Council will undertake this process on an annual cycle.



CABINET

Date of Meeting	Tuesday, 14 th July 2020
Report Subject	End of Year Council Plan Monitoring Report for 2019/20
Cabinet Member	Cabinet Member for Corporate Management and Assets
Report Author	Chief Executive
Type of Report	Operational

EXECUTIVE SUMMARY

This report presents the annual out-turn of performance against the Council Plan 2019/20.

This out-turn report shows that 88% of activities within the Council Plan had made good progress at year-end (31st March), with 91% on track to achieve their desired outcome. At year-end, 78% of performance targets were on target, 14% did not meet target but ended the year within an acceptable range, and 8% were off-track. Risks were being managed effectively with the majority assessed as moderate (67%), minor (12%) or insignificant (6%). 15% of risks were rated as major.

RECOMMENDATIONS

1	Cabinet notes the levels of progress, performance and risk for the Council Plan 2019/20 at year-end.
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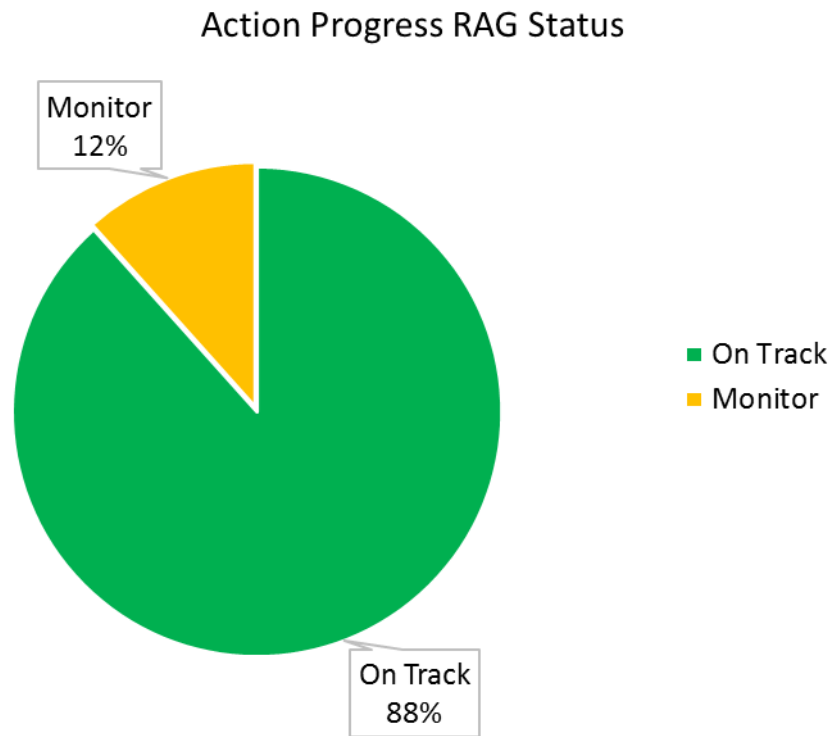
REPORT DETAILS

1.00	EXPLAINING THE END OF YEAR COUNCIL PLAN MONITORING REPORT FOR 2019/20
1.01	The Council Plan monitoring reports throughout the year give an explanation of the progress that has been made toward the delivery of the priorities set out in the 2019/20. This report provides an analysis of the end of year performance against the priorities set in the 2019/20 Council Plan. The narrative is supported by performance indicators and / or milestones which evidence achievement. In addition, there is an assessment of the strategic risks and the level to which they are being controlled.
1.02	This is an exception based report and pulls out the areas of under-performance for review.
1.03	<p>Monitoring our Activities</p> <p><u>Activities Progress</u></p> <p>Each of the sub-priorities have high level activities which are monitored over time. 'Progress' monitors progress against scheduled activity and has been categorised as follows: -</p> <ul style="list-style-type: none">• RED: Limited Progress – delay in scheduled activity; not on track• AMBER: Satisfactory Progress – some delay in scheduled activity, but broadly on track• GREEN: Good Progress – activities completed on schedule, on track <p><u>Activities Outcome</u></p> <p>A RAG status is also given as an assessment of our level of confidence at this point in time in achieving the 'outcome(s)' for each sub-priority. Outcome has been categorised as: -</p> <ul style="list-style-type: none">• RED: Low – lower level of confidence in the achievement of the outcome(s)• AMBER: Medium – uncertain level of confidence in the achievement of the outcome(s)• GREEN: High – full confidence in the achievement of the outcome(s)

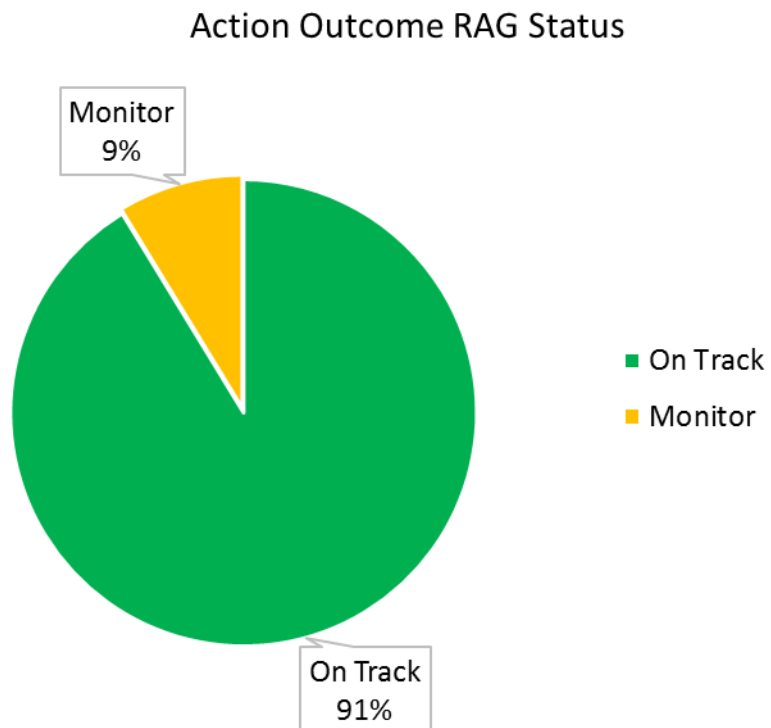
1.04

An analysis of our progress against the high level activities for the year is as follows:

ACTIVITIES PROGRESS:



ACTIVITIES OUTCOME:



No activities have been assessed as 'red' for progress or outcome.

1.05	<p>Monitoring our Performance</p> <p>Analysis of performance against the Improvement Plan performance indicators is undertaken using the RAG (Red, Amber Green) status. This is defined as follows: -</p> <ul style="list-style-type: none"> • RED equates to a position of under-performance against target. • AMBER equates to a mid-position where improvement may have been made but performance has missed the target. • GREEN equates to a position of positive performance against target. 								
1.06	<p>Analysis of current levels of performance against the end of year target shows the following: -</p> <div data-bbox="379 645 1430 1429" style="text-align: center;"> <p>Performance RAG Status</p> <table border="1"> <thead> <tr> <th>RAG Status</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>On Track</td> <td>78%</td> </tr> <tr> <td>Monitor</td> <td>14%</td> </tr> <tr> <td>Off Track</td> <td>8%</td> </tr> </tbody> </table> </div>	RAG Status	Percentage	On Track	78%	Monitor	14%	Off Track	8%
RAG Status	Percentage								
On Track	78%								
Monitor	14%								
Off Track	8%								
1.07	<p>The seven performance indicators which showed a red RAG status for overall performance against target for the year are set out below.</p> <p>Priority: Supportive Council</p> <p>The number of Extra Care units provided across Flintshire Target: 239.00 units; end of year performance: 184.00</p> <p>Plas Yr Ywen, Holywell was due to open in February, with apartments being allocated and residents moving in over a period of eight weeks for full operations by the end of March 2020. The opening has been delayed due to the interruption of the emergency and the care workers assigned to the facility have been deployed elsewhere. This means that we will not be able to increase the number of extra care units to the target as previously planned.</p>								

Priority: Learning Council

Percentage of pupils assessed in Welsh at the end of the Foundation phase (Year 2 pupils)

Target: 9%; end of year performance: 6.17%

We have not met our target of increasing number of pupils being assessed through the medium of Welsh at foundation phase as it is a matter of parental choice to pursue Welsh medium education. However, the development of increased capacity through the capital programme for areas where there is demand e.g. Mold and Flint/Shotton should have a positive impact on the future numbers alongside other strategies to promote Welsh Medium Education. This has been identified as a risk and is being monitored regularly.

Priority: Green Council

The number of Quality Bus Partnerships along Core Network

Target: 2; end of year performance: 0

This work has been challenging due to the innovative nature of the proposals and concerns from operators, which have taken time to deal with. There has been good engagement with the bus operators. The first agreement would have been signed early in the new financial new year. The arrangements have recently been further complicated by the on-going emergency situation, as bus operators have become more concerned about their future viability and less inclined to sign long term agreements.

Priority: Serving Council

Percentage of permanent employees who have left within first year of employment

Target: 6%; end of year performance: 8.6%

The percentage of permanent employees who have left during the first year of employment is 8.60%. Human Resources (HR) actively encourage the use of exit interviews so we can continue to monitor and understand peoples' reasons for leaving. Social Services account for 48% of the total who left within the first year of employment, with the main reason cited as competition from other employers. The introduction of a new 'Values Based Recruitment' approach during quarter should improve recruitment and retention through placing more emphasis on appointing applicants on a values-based match not only the traditional skills-based match.

Percentage of employee turnover (excluding early retirement and voluntary redundancy)

Target: 8.00%; end of year performance: 9.94%

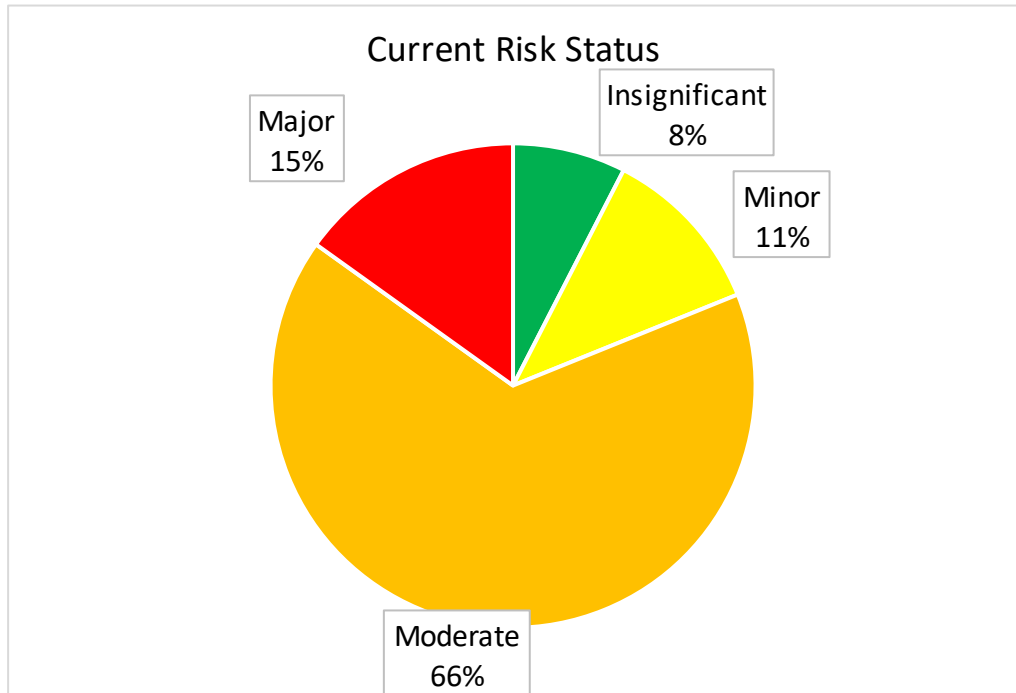
The turnover percentage excluding early retirement and voluntary redundancy 2019-20 is 9.94%. HR continue to actively encourage the use of exit interviews to monitor and understand individual reasons for leaving. Turnover should not be seen as a negative as it can and often does provide opportunities for the organisation. Although our aspirational target was not met, it is worth noting that the overall outturn figure is consistent with the median outturn reported by the Local Government Association. This measure is for trend analysis only and as such will not be reported as a

	<p>performance indicator for future years.</p> <p>The number of working days per full time equivalent (FTE) local authority employees lost due to sickness absence Target: 8 days; end of year performance: 11.05</p> <p>The full time equivalent (FTE) days lost for the Council during 2019/20 is 11.05 days lost per FTE. Four portfolios exceeded the target with an out-turn between 5.11 and 7.15 days lost per FTE. There was an increase in the number of absences during quarter three due to infections and 'flu/infections' was the highest reason for absence in quarter three with a big impact on the overall outturn figure. A separate process was developed to record COVID-19 related absences although it is possible that some have been included in the overall outturn in the early stages of the emergency. The ongoing work between, Occupational Health, HR and Trade Unions is key to improving attendance management and remains a key priority of the people strategy moving forward.</p> <p>% of income target achieved Target: 75%; end of year performance: 51.14%</p> <p>When setting the budget for 2019/20 it was acknowledged that the income target was particularly challenging and only 51% of income was able to be achieved compared with the increased target. Work on fees and charges is ongoing within service portfolios, including where possible moving towards the achievement of full cost recovery. The annual review of fees and charges will be considered by Cabinet in July 2020 and set further inflationary increases to be implemented from October 2020. As part of the 2020/21 budget, the income target has also been adjusted to better reflect realistic income levels.</p>
1.08	<p>All performance indicators which show a red RAG status against target will continue to be monitored in-year. Similarly those with a downward trend will be reviewed to ascertain if performance can be improved in-year.</p>

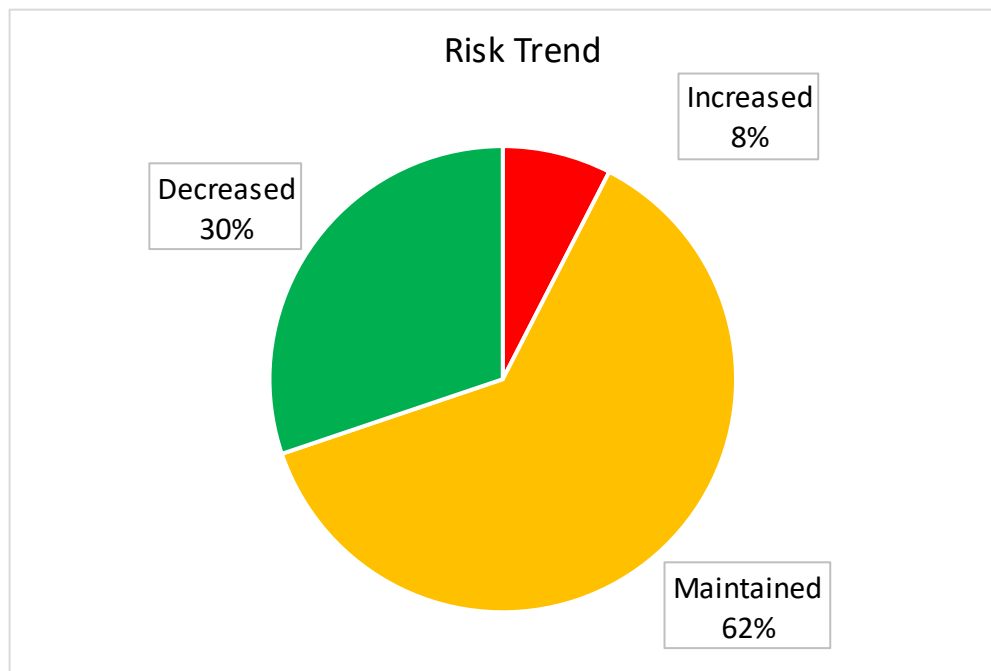
1.09

Monitoring our Risks

Analysis of the current risk levels for the strategic risks identified in the Council Plan is as follows:



Analysis of the current direction of travel in significance of the strategic risks identified in the Council Plan is as follows:



1.10

The 8 major (red) risks are: -

Priority: Supportive Council

Risk: Homelessness will remain a growing area of demand due to the current economic climate

Homelessness remains a high area of risk as a result of a number ongoing factors

but it is important to note the risk of an increase in homelessness post COVID-19 is significant. The service is at the moment receiving only approximately 50% of presentations compared to this time last year. This is mainly due to the measures put in place by the Government to protect people from homelessness during the emergency. At this time it is unclear what will happen once existing measures are withdrawn and there is a real risk of increased homelessness through a number of factors such as:

- Recommencement of possession hearings including the backlog from this period.
- Rent/Mortgage arrears accrued during this period.
- Financial hardship through loss of employment.
- Long term changes to affordability of properties due to impacts of the above.

Risk: Insufficient supply and escalating cost of placements for children with complex needs

Meeting the needs of children with complex needs remains challenging. We have identified the services that we will develop in house, and those that we will seek to commission, to bring greater resilience, choice and enhanced market supply. A joint service model has been developed with Health for an in house assessment and support Team funded through grant allocation. The service will help prevent escalation on needs and reduce reliance on residential care. A North Wales Regional Market Position Statement for Children's Services has been launched setting our commissioning needs and intentions. Flintshire delivered a workshop for all Independent Fostering Agencies and Residential care Providers in November 2019 to help stimulate appropriate market development. Whilst we have put the above management controls in place, our latest assessment of the level of risk is that it remains red.

Priority: Green Council

Risk: Funding will not be secured for priority flood alleviation schemes.

Under the Land Drainage Act 1991, the Council as Lead Local Flood Authority has powers available but is not compelled to undertake flood alleviation works. Flood alleviation schemes are considered in accordance with defined national protocols (based on the Five Case Business Model Approach) in order to be included in Welsh Government's 'Pipeline Programme' which can provide Flood Defence Grant in Aid funding at 85% match funding. At present Flintshire Council have no active schemes in the national programme. Several local sites have been identified with potential for viable flood alleviation schemes. Dedicated resource isolated from delivering statutory legislative Flood Coastal Erosion Risk Management (FCERM) duties is required within the Team to develop these local flood risk sites into schemes for consideration for inclusion into Welsh Government's 'Pipeline Programme'. A Team structure review in quarter one of 2020/21 will seek opportunities to address this. Welsh Government have noted the decline in schemes and are considering implementing measures to support Local Authorities, including regional dedicated 'Project Managers' to facilitate scheme delivery on behalf of local FCERM clients. Recruitment into the team was planned for quarter four but has been put on hold in response to the pandemic.

Risk: Supply chain resilience of transport providers

Control measures have been put in place to mitigate against another major transport services provider going into administration or not able to meet the required operating standards. New processes have been established and officers are carrying out both safety compliance checks and also finance compliance checks on contractors. Due

	<p>to the current emergency situation the risks to suppliers have increased. Action has been taken by Welsh Government and local authorities to mitigate the risk by providing a financial support package to the industry. The risk will escalate in the event that financial support is withdrawn.</p> <p>Priority: Serving Council Risk: The scale of the financial challenge The Council considered the final options for the budget on 18th February 2020 and was able to approve a legally balanced budget, although there were no indicative amounts provided for 2021/22 and beyond. The current emergency began towards the end of the financial year and will have a significant impact on public finances including local government. Even prior to the pandemic, the medium term was forecast to be challenging with an initial high level forecast for 2021/22 of a gap of £10m. This is currently being reviewed following a Medium Term Financial Strategy (MTFS) workshop held in early March 2020 and an update on the future outlook is due to be reported to Members prior to the Summer recess.</p> <p>Risk: Fully funding demand led services and inflationary pressures The Council successfully developed its case through a Cross Party Working Group of Members and supporting officers to align with the work the Welsh Local Government Association (WLGA). The Council will continue to press for fully funded demand led services and inflationary pressures as it progresses and updates its Medium Term Financial Strategy.</p> <p>Risk: Meeting Internal Targets Recurring shortfalls in income and expenditure that cannot be mitigated are included as pressures in the Medium Term Financial Strategy (MTFS). Programme Boards receive an update on the financial position for the portfolio at each meeting. The Month11 revenue monitoring report confirms that 91% of the in-year efficiencies will be met by the end of the financial year. The 2020/21 budget included some pressures for efficiencies that were unable to be mitigated and the MTFS continues to be updated as part of the ongoing review.</p> <p>Risk: Increasing costs of service delivery and rising demand for some services The Council monitors the cost of service delivery through revenue monthly monitoring with service managers and reports to Cabinet. The Council approved a balanced budget at its meeting on 18 February 2020 for 2020/21 and this will be monitored on a monthly basis through reporting to Cabinet. Any issues relating to service delivery and rising demand are considered as part of the ongoing work on the Councils Medium Term Financial Strategy.</p>
1.11	<p>Four risks through the year have increased from Amber to Red:</p> <p>Priority: Supportive Council Risk: Homelessness will remain a growing area of demand due to the current economic climate</p> <p>Risk: Insufficient supply and escalating cost of placements for children with complex needs</p>

	<p>Priority: Green Council Risk: Supply chain resilience of transport providers</p> <p>Priority: Serving Council Risk: Meeting Internal Targets</p> <p>Latest commentary on these risks can be found above in section 1.12</p>
1.12	All risks which show a red RAG status or have increased in significance will continue to be monitored in-year.

2.00	RESOURCE IMPLICATIONS
2.01	There are no specific resource implications for this report.

3.00	CONSULTATIONS REQUIRED / CARRIED OUT
3.01	The Council Plan Priorities are monitored by the appropriate Overview and Scrutiny Committees according to the priority area of interest.
3.02	Chief Officers have contributed towards reporting of relevant information.

4.00	RISK MANAGEMENT
4.01	Progress against the risks identified in the Council Plan is included in the report at Appendix 1. Summary information for the risks assessed as major (red) is covered in paragraphs 1.09 and 1.10 above.

5.00	APPENDICES
5.01	Appendix 1: End of Year Council Plan Monitoring Report 2019/20

6.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
6.01	Council Plan 2019/20: https://www.flintshire.gov.uk/en/PDFFiles/Policy-and-Performance/Full-Council-Plan-2019-23.pdf

7.00	CONTACT OFFICER DETAILS
7.01	Jay Davies, Strategic Performance Advisor, Corporate Services jay.davies@flintshire.gov.uk ;

Council Plan: the document which sets out the annual priorities of the Council. It is a requirement of the Local Government (Wales) Measure 2009 to set Improvement Objectives and publish a Council Plan.

CAMMS – An explanation of the report headings

Actions

Action – Each sub-priority have high level activities attached to them to help achieve the outcomes of the sub-priority.

Lead Officer – The person responsible for updating the data on the action.

Status – This will either be ‘In progress’ if the action has a start and finish date or ‘Ongoing’ if it is an action that is longer term than the reporting year.

Start date – When the action started (usually the start of the financial year).

End date – When the action is expected to be completed.

% complete - The % that the action is complete at the time of the report. This only applies to actions that are ‘in progress’. An action that is ‘ongoing’ will not produce a % complete due to the longer-term nature of the action.

Progress RAG – Shows if the action at this point in time is making limited progress (Red), satisfactory progress (Amber) or good progress (Green).

Outcome RAG – Shows the level of confidence in achieving the outcomes for each action.

Measures (Key Performance Indicators - KPIs)

Pre. Year Period Actual – The period actual at the same point in the previous year. If the KPI is a new KPI for the year then this will show as ‘no data’.

Period Actual – The data for this quarter.

Period Target – The target for this quarter as set at the beginning of the year.

Perf. RAG – This measures performance for the period against the target. It is automatically generated according to the data. Red = a position of under performance against target, Amber = a mid-position where improvement may have been made but performance has missed the target and Green = a position of positive performance against the target.

Perf. Indicator Trend – Trend arrows give an impression of the direction the performance is heading compared to the period of the previous year:

- A ‘downward arrow’ always indicates poorer performance regardless of whether a KPI figure means that less is better (e.g. the amount of days to deliver a grant or undertake a review) or if a KPI figure means that more is better (e.g. number of new jobs in Flintshire).
- Similarly an ‘upward arrow’ always indicates improved performance.

YTD Actual – The data for the year so far including previous quarters.

YTD Target – The target for the year so far including the targets of previous quarters.

Outcome RAG – The level of confidence of meeting the target by the end of the year. Low – lower level of confidence in the achievement of the target (Red), Medium – uncertain level of confidence in the achievement of the target (Amber) and High - full confidence in the achievement of the target (Green).

Risks

Risk Title – Gives a description of the risk.

Lead Officer – The person responsible for managing the risk.

Supporting Officer – The person responsible for updating the risk.

Initial Risk Rating – The level of the risk at the start of the financial year (quarter 1).

The risks are identified as follows; insignificant (green), minor (yellow), moderate (amber), major (red) and severe (black).

Current Risk Rating – The level of the risk at this quarter.

Trend Arrow – This shows if the risk has increased (upward arrow), decreased (downward arrow) or remained the same between the initial risk rating and the current risk rating (stable arrow).

Risk Status – This will either show as 'open' or 'closed'. If a risk is open then it is still a relevant risk, if the risk is closed then it is no longer a relevant risk; a new risk may be generated where a plan or strategy moves into a new phase.



End of Year Council Plan Monitoring Report 2019/20

Flintshire County Council

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Print Date: 25-Jun-2020

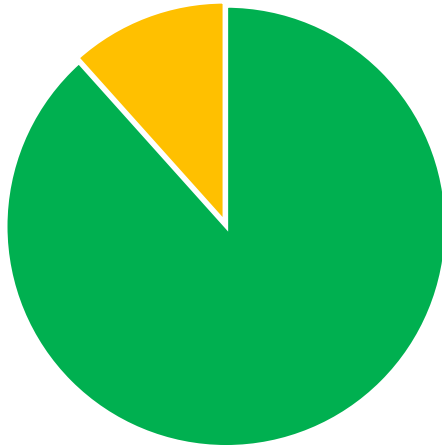
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Performance Charts

Action Progress RAG Status

Monitor
12%

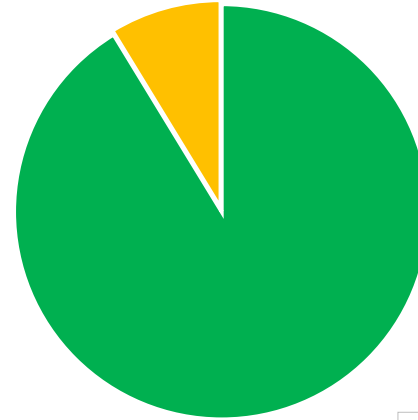


■ On Track
■ Monitor

On Track
88%

Action Outcome RAG Status

Monitor
9%



■ On Track
■ Monitor

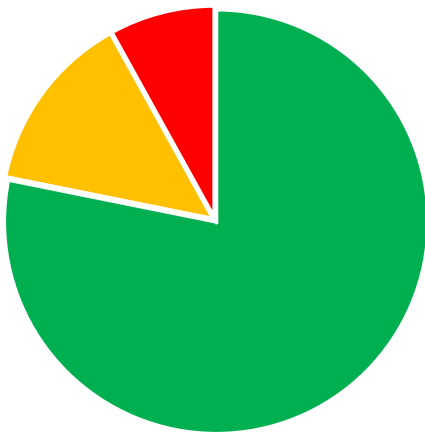
On Track
91%

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Performance RAG Status

Off Track
8%

Monitor
14%



■ On Track
■ Monitor
■ Off Track

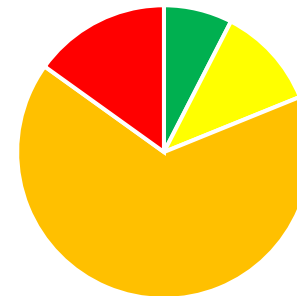
On Track
78%

Current Risk Status

Insignificant
8%

Major
15%



Minor
11%







Moderate
66%



Caring Council

Actions

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.1.1.1 (CP) Opening of the Holywell Extra Care Scheme to extend supply in another community area	Susie Lunt - Senior Manager, Integrated Services and Lead Adults	Deferred	01-Apr-2019	31-Mar-2020	90.00%	 AMBER	 AMBER
<p>ACTION PROGRESS COMMENTS: Plas Yr Ywen was due to open in February 2020, with apartments being allocated and residents moving in over a period of eight weeks. The facility was due to be fully operational by the end of March 2020 however the opening has been delayed indefinitely due to planning for the COVID-19 response. Last Updated: 22-Jun-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.1.1.2 (CP) Agreement of a preferred option to further extend supply in a further community area with Buckley as the priority	Neil Ayling - Chief Officer - Social Services	Deferred	01-Apr-2019	31-Mar-2020	50.00%	 AMBER	 AMBER
<p>ACTION PROGRESS COMMENTS: Further discussions have not identified an appropriate site to develop as yet. The Draft Council Plan for 2020/21 includes a commitment to review capital investment in accommodation for older people, to include completion of the Extra Care expansion. The work is on hold due to the pandemic but we intend to progress it post-recovery. Last Updated: 16-Jun-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.1.2.1 (CP) Implementing a Quality Framework for Microcare	Dawn Holt - Commissioning Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: Development officers met internally with key social care managers in January to agree an outline draft Quality Framework. Following comments from the Care Inspectorate Wales in February, additional elements have been added. The revised draft is awaiting final approval from key social care managers. Officers have worked with Social Firms Wales to develop an online tool that can support Micro-carers to progress through the Quality Framework and have been developing templates and guidance that can support micro-carers going through the framework. Last Updated: 16-Apr-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.1.2.2 (CP) Seed funding developed to support the start-up and development of new Microcare services	Dawn Holt - Commissioning Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN

ACTION PROGRESS COMMENTS:

Seed funding for Microcare is incorporated into the Foundation Economy Grant Application (FEGA), although development officers are also looking for alternative sources of funding that might support business start-up. The grant has now been approved, and it has been agreed that we will offer £1,000 seed funding per care-based microcarer, and £500 seed funding per well-being microcarer. We have three organisations interested in the microcare concept in Flintshire, and eight individuals.



Last Updated: 23-Dec-2019

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.1.2.3 (CP) Recruitment of Microcare Development Officer	Dawn Holt - Commissioning Manager	Completed	01-Apr-2019	31-Dec-2019	100.00%	 GREEN	 GREEN

ACTION PROGRESS COMMENTS:

As of early September 2019, through Flintshire's financial contribution and funding from the LEADER fund via Cadwyn Clwyd, two Officers have been recruited to deliver the Microcare programme.



Last Updated: 22-Oct-2019



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.1.2.4 (CP) Adopting a new approach to Homecare recruitment using value based recruitment processes	Jane M Davies - Senior Manager, Safeguarding & Commissioning	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN



ACTION PROGRESS COMMENTS:



We were actively involved in the WeCare Wales event for value based recruitment in each of the 5 key localities. Following success of the recent training, we have internally recruited four non-traditional care workers as a direct result of the value based recruitment programme. These staff undertook training in Quarter 4 specifically targeted at independent care providers to help support their recruitment challenges.



Last Updated: 16-Apr-2020



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.1.3.1 (CP) Increase the number of people who access the social prescribing / third sector service through the Single Point of Access (SPOA).	Michael Jones - Planning and Development Officer	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: Between April – September 2019, the two SPOA based workers providing a Social Prescribing response responded to 202 referrals for support. The support offered is in response to a discussion about “what matters” to the individual meaning that the responses are person centred and bespoke to their individual needs. The number of referrals from GPs is continuing to increase; the next data was due to be collected in March 2020, but has not been collected due to the redeployment of BCUHB staff as part of the pandemic response. Last Updated: 16-Jun-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.1.3.2 (CP) Increase the number of domiciliary providers working towards the silver standard for Progress for Providers	Dawn Holt - Commissioning Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: This year, three in house, three Extra Care and six independent sector domiciliary providers have been working towards achieving the Silver standard for Progress for Providers, the quality standard for domiciliary care. Two in house domiciliary and two Extra Care providers have so far achieved the Silver standard. Last Updated: 16-Apr-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.1.4.1 (CP) Implementation of a system for collecting and evaluating feedback from adults involved in the safeguarding process	Jayne Belton - Children's Safeguarding Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: Feedback from adults involved in the Safeguarding process is currently included in our regular case file audits. An annual audit was planned for March to look at themes arising from the case conference, including the experience of adults who go through the process, however this was not completed due to the pandemic response. Last Updated: 16-Jun-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.1.4.2 (CP) Include the recommendations from Strategy Meetings in the case file audit process	Jayne Belton - Children's Safeguarding Manager	Completed	01-Apr-2019	31-Dec-2019	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: Questions related to reviewing the actions from Strategy Meetings have been included in our case file audit tool from January 2020. Last Updated: 18-Mar-2020							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.1.4.3 (CP) Implement electronic monitoring for recommendations from Strategy Meetings	Jayne Belton - Children's Safeguarding Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: The Looked After Review document is on our Client Information System (Paris); the tracking of recommendations is included in this document. Last Updated: 08-Oct-2019							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.1.5.1 (CP) Meeting the annual inflationary costs of care providers	Jane M Davies - Senior Manager, Safeguarding & Commissioning	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: The North Wales fee setting group agreed the model for fee setting, and draft percentage uplift figures were produced. The model was amended to reflect budget announcements in February and was agreed across North Wales. Flintshire implemented uplifts to keep in line with other North Wales authorities whilst maintaining spend within the agreed MTFS (Medium Financial Term Strategy) envelope. Last Updated: 16-Apr-2020							



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ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.1.5.2 (CP) Implement active use of digital mapping to assist in the brokerage of domiciliary care	Dawn Holt - Commissioning Manager	Completed	01-Apr-2019	31-Dec-2019	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: The digital map is in place, and being used actively to broker packages of care across the County. Last Updated: 09-Oct-2019							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.1.5.3 (CP) Marleyfield House planning phase completed	Susie Lunt - Senior Manager, Integrated Services and Lead Adults	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: Following Planning Committee approval in January 2020, the extension of Marleyfield House was in contract by March 2020. Construction was due to start in April 2020 but has been delayed due to issues with the supply chain and risk of infection to residents. Last Updated: 16-Jun-2020							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.1.5.4 (CP) Introduction of an online financial self-assessment to give people the opportunity to arrange their own self-funded care	Jane M Davies - Senior Manager, Safeguarding & Commissioning	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: Individuals are now able to complete an initial assessment online to determine their eligibility for care funding. Last Updated: 28-Feb-2020							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.1.6.1 (CP) Successful application to become a Dementia Friendly Council	Dawn Holt - Commissioning Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: Flintshire is the first Dementia-Friendly Council in North Wales, supporting intergenerational work and alternative therapies. The Council was recognised as 'Working Towards Becoming Dementia Friendly' in August 2019. Last Updated: 08-Oct-2019							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.2.1.1 (CP) Implementing an agreed Placement Strategy	Craig Macleod - Senior Manager, Children's Services & Workforce	Completed	01-Apr-2019	31-Dec-2019	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: Solid progress is being made against the 13 actions set in the Placement Strategy. Five actions have been fully implemented with good progress in delivering the remaining eight actions. This continues to provide the key platforms for increasing placement types, stability in placements, effective contract and commissioning of external resources and sound financial planning. Last Updated: 21-Apr-2020							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.2.1.2 (CP) Agreed provider and implementation plan	Craig Macleod - Senior Manager, Children's Services & Workforce	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: The Regional Market Positioning Statement for children and young people in residential care, fostering and secure accommodation seeks to realign current independent provision to meet the needs of looked after children in North Wales. The Statement was formerly launched at the National Social Care Conference on 11 September 2019. Last Updated: 08-Jan-2020							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.2.1.3 (CP) Testing and agreeing new regional models of support to extend and complement local provision	Craig Macleod - Senior Manager, Children's Services & Workforce	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: A model for a sub-regional approach has been agreed, including the intensive therapeutic model provided with BCUHB for children at risk of placement breakdown or those at risk of entering the care system. Significant work has been achieved with the appointment of key staff both across the health and social sector elements of the project.</p> <p>Last Updated: 16-Jun-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.2.2.1 (CP) Ensure that pre-birth assessments are included in the regular audit process	Jayne Belton - Children's Safeguarding Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: Questions on the Pre-Birth Risk Assessment have been included in the case file audit tool for Children's Services, and are reviewed on a quarterly basis.</p> <p>Last Updated: 08-Oct-2019</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.2.2.2 (CP) Implement a system to track data on children who are reported missing	Jayne Belton - Children's Safeguarding Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: This has been implemented through our Client Information System (Paris). Current data is regularly extracted and reported to Missing, Exploitation, and Trafficking (MET) Panel.</p> <p>Last Updated: 24-Jan-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.2.3.1 (CP) Test and evaluate the Mockingbird Model of Fostering in 2019/2020 with the aim to have a proposed model ready for full implementation in 2020/2021	Peter Robson - Service Manager, Children's Resources	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: A full business case including market research, financial forecasting and service sustainability was developed and submitted as an Invest to Save project. Funding has been awarded. We have established our first constellation of mockingbird foster carers as of February 2020 and looking to establish the second group after the summer of 2020. Key Carers and staff have been employed and we are making progress in establishing the practices of the mocking bird model within our foster care service.</p> <p>Last Updated: 21-Apr-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.2.3.2 (CP) Approval of regional fostering manager to take forward the work on the National Fostering Framework across North Wales	Peter Robson - Service Manager, Children's Resources	Completed	01-Apr-2019	31-Dec-2019	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: Progress continues with the Lead authority (GCC) overseeing the work streams in relation to establishing Regional/ National agreements around Foster Care Funding, recruitment, retention and common practices. These actions are reported to the North Wales Head of Service for update and review.</p> <p>Last Updated: 21-Apr-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.2.4.1 (CP) Agree with Welsh Government a local strategy for effective and cost-efficient edge of care services	Craig Macleod - Senior Manager, Children's Services & Workforce	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: A strategic approach to supporting children on the edge of care, safely, and appropriately, reducing the number of known children in the care system, and improving outcomes for our looked after children has been agreed. Quarterly reporting on progress will be undertaken to measure progress and impact.</p> <p>Last Updated: 08-Jan-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.2.4.2 (CP) Achievement of the actions and targets within our Corporate Parenting Strategy	Craig Macleod - Senior Manager, Children's Services & Workforce	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: Specific actions for delivery in 2019/20 were endorsed by the Joint Education & Youth and Social & Health Care Overview & Scrutiny Committee. A report summarising progress against all 20 actions was presented to Social Services Programme Board, and to our Children's Services Forum, in November 2019. The report identified positive progress with actions to be taken forward in six areas. We continue to apply the practices and principles of the Corporate Parenting Strategy through effective and meaningful engagement with our children looked after, via the Children Services Forum, working with our colleagues across health, education and third sector providers to ensure a child focused approach and continue to be scrutinized in accordance with Local Authority governance arrangements.</p> <p>Last Updated: 22-Apr-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
3.1.1 (CP) Opening of Hwb Cyfle, the new learning disability day service in Deeside on time, on budget and to standard	Jo Taylor - Disabilities Services Manager	Completed	01-Apr-2019	30-Jun-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: Construction of the new Learning Disability Day Centre was completed in May 2019. The Council's Service Delivery partner, Hft, moved into the new building on 24th June, transferring the day service from the ageing day centre at Glanrafon, Queensferry. The building provides a modern, accessible and vibrant place for people with learning disabilities to develop skills, increase independence and broaden social relationships.</p> <p>Last Updated: 18-Feb-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.3.1.2 (CP) Achievement of the actions and targets for the Regional Learning Disability Service Transformation project both regionally (as the lead Authority) and locally	Jo Taylor - Disabilities Services Manager	Deferred	01-Apr-2019	31-Mar-2020	75.00%	 AMBER	 AMBER

ACTION PROGRESS COMMENTS:

North Wales Together Learning Disability Transformation programme have concluded the first phase of their project plan and have identified themes to take forward. Bids from potential providers have been received and considered. The Transformation team have been temporarily disbanded to provide support and services across the region to assist in the COVID-19 response. With regard to re-establishing the programme, we will await a steer from Welsh Government (WG) following the outbreak.



Last Updated: 16-Apr-2020



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.4.1.1 (CP) Establishing a permanent emergency bed provision in Flintshire	Jenni Griffiths - Homeless and Advice Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN



ACTION PROGRESS COMMENTS:



The Glanrafon Centre in Deeside opened fully on 17 February 2019. The Wallich have been commissioned to manage the facility and ensure that all service users that access are provided with support in terms of benefits, housing and wellbeing. In response to the COVID-19 pandemic the Glanrafon Centre has evolved into a 24/7 provision as an emergency interim response to safeguard rough sleepers. Additional support and accommodation is being developed to ensure those who may otherwise sleep rough, have access to facilities for self-isolation and to support lockdown and social distancing pressures.



Last Updated: 22-Jun-2020



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.4.1.2 (CP) Supporting rough sleepers through the employment of an Outreach Worker	Jenni Griffiths - Homeless and Advice Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: This provision enables the service to engage with rough sleepers, offer support and assistance and link them in with support services available in the area. This provision has worked well in terms of the ability to react to reports of rough sleepers in a more efficient way and isn't restricted to office working hours. The employee undertaking this work has however given notice to terminate the position and with the end of contract date being March 2020 it is unlikely this post will be successfully recruited into during this timeframe. In running this pilot contract there have been some issues identified with resilience of the service in terms of covering absences and leave with this being a standalone post. The service is reviewing this provision and currently investigating options to align this service to an existing contract to ensure it is robust and resilient moving forward. In the meantime the Housing Solutions Service will continue to monitor and react to all rough sleeper reports during this time.</p> <p>Last Updated: 22-Jun-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.4.1.3 (CP) Completion of a feasibility study for short term emergency provision for young people with follow-up actions	Jenni Griffiths - Homeless and Advice Manager	Deferred	01-Apr-2019	31-Mar-2020	40.00%	 AMBER	 AMBER
<p>ACTION PROGRESS COMMENTS: A further visit with the Chief Officer Team was planned but has not been possible to progress. This is due to the immediate pressures on the service to deliver an in house emergency bed provision during the last quarter of 19/20 as the original provider had given notice and ensuring a suitable Severe Emergency Weather Protocol for rough sleepers was in place was a Council priority. Resource was reallocated to this project to ensure the Council could meet its statutory obligation towards rough sleepers over the winter months. This is an ongoing piece of work that needs to be linked in with the Young Persons Positive Pathway and will inform the future commissioning of The Council's provision for young people through its Housing Support Grant in 2020/21.</p> <p>Last Updated: 22-Jun-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.4.1.4 (CP) Completion of feasibility study for a Housing First approach in Flintshire for people with complex needs with follow up actions	Jenni Griffiths - Homeless and Advice Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: We have completed a pilot scheme that looked into a number of concepts and models of delivery. This has led to the recruitment of two Housing First Officers who will start their new roles in January 2020. Last Updated: 23-Jan-2020							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.4.1.5 (CP) Increasing the number of available rented properties in the Private Rented Sector (PRS) to provide housing solutions	Jenni Griffiths - Homeless and Advice Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: The letting agency are proactively working in Flintshire to increase the number of Private Rented Sector (PRS) properties available to meet housing demand. This work will continue into 2020/21 with a focus on how to engage the Private Rented Sector and better understand the barriers and challenges they face. Last Updated: 22-Jun-2020							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.4.2.1 (CP) Meeting the targets within the comprehensive capital delivery programme of modernisation and refurbishment work to our housing stock	Sean O'Donnell - Contract Surveyor	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: The Welsh Government target for delivering the Welsh Housing Quality Standards (WHQS) to all council owned properties was to be delivered by December 2020. We were on target with regards to our comprehensive capital delivery programme, however all WHQS works have now been paused until such time they are able to resume in a safe and practical manner. This has obviously impacted upon delivery and spend within the Capital Programme. There are targets set within the Capital Programme in order for the Council to reach the previous deadline that now will be required to be reviewed and amended to reflect the restrictions placed upon delivery. There are also areas and work streams of the Capital Programme that may have to be postponed and rescheduled such as internal works unless they are essential or urgent. These targets will need to be reviewed and agreed with Welsh Government whilst also meeting the Council's Landlord statutory obligations grant funding requirements. Last Updated: 22-Jun-2020							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.4.2.2 (CP) Achieving WHQS for the total stock by 2020/21	Sean O'Donnell - Contract Surveyor	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN

ACTION PROGRESS COMMENTS:

The Welsh Government target for delivering the Welsh Housing Quality Standards (WHQS) to all council owned properties was to be delivered by December 2020. We were on target with regards to our comprehensive capital delivery programme, however all WHQS works have now been paused until such time they are able to resume in a safe and practical manner. This has obviously impacted upon delivery and spend within the Capital Programme. There are targets set within the Capital Programme in order for the Council to reach the previous deadline that now will be required to be reviewed and amended to reflect the restrictions placed upon delivery. There are also areas and work streams of the Capital Programme that may have to be postponed and rescheduled such as internal works unless they are essential or urgent. These targets will need to be reviewed and agreed with Welsh Government whilst also meeting the Council's Landlord statutory obligations grant funding requirements.



Last Updated: 22-Jun-2020

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.4.2.3 (CP) Capital Expenditure is within budget for Housing work.	Sean O'Donnell - Contract Surveyor	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN

ACTION PROGRESS COMMENTS:

The Welsh Government target for delivering the Welsh Housing Quality Standards (WHQS) to all council owned properties was to be delivered by December 2020. We were on target with regards to our comprehensive capital delivery programme, however all WHQS works have now been paused until such time they are able to resume in a safe and practical manner. This has obviously impacted upon delivery and spend within the Capital Programme. There are targets set within the Capital Programme in order for the Council to reach the previous deadline that now will be required to be reviewed and amended to reflect the restrictions placed upon delivery. There are also areas and work streams of the Capital Programme that may have to be postponed and rescheduled such as internal works unless they are essential or urgent. These targets will need to be reviewed and agreed with Welsh Government whilst also meeting the Council's Landlord statutory obligations grant funding requirements.



Last Updated: 22-Jun-2020

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.4.3.1 (CP) Meeting the in-year aims and targets of the Housing Strategy and Action Plan for 2019-2024	Melville Evans - Senior Manager - Housing Programmes	In Progress	01-Apr-2019	31-Mar-2020	50.00%	 GREEN	 GREEN

ACTION PROGRESS COMMENTS:

The Housing Strategy has been adopted by the Council, following endorsement from Cabinet in October 2019. A Task and Finish Group has been established to oversee and co-ordinate the delivery on actions set out in the strategy. This work will now begin in July 2020. There are a large number of activities, some of which are cross cutting with other Council services, and these need to be developed through the setting up of suitable task and finish groups.



Last Updated: 22-Jun-2020



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.4.4.1 (CP) Providing new social and affordable housing (1) as set out in the Housing Revenue Account (2) through NEW Homes Development Plans and (3) through the commitments of our Housing Association partners drawing on Welsh government funding where possible	Melville Evans - Senior Manager - Housing Programmes	In Progress	01-Apr-2019	31-Mar-2020	75.00%	 GREEN	 GREEN



ACTION PROGRESS COMMENTS:



The Council and NEW Homes continue to work proactively to increase the number of social and affordable rent properties available to meet identified housing demand across Flintshire. This has included developing new schemes at Llys Dewi, Penyffordd, Former Council Depot, Dobshell, Maes Gwern, Mold and St. Andrews, Garden City. Moving into 2020/21 a pipeline of schemes are being developed to meet approved targets for new housing delivery, including at Nant y Gro, Gronant. In accordance with Welsh Government's strategic housing policy, the Council will work with an increased focus upon working collaboratively with partner housing associations to jointly deliver new housing schemes.



Last Updated: 22-Jun-2020



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.4.4.2 (CP) Maximising the provision of affordable housing through market led schemes and developer obligations in line with planning policy requirements	Melville Evans - Senior Manager - Housing Programmes	In Progress	01-Apr-2019	31-Mar-2020	75.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: Ongoing negotiations are continuing with developers and housing association partners to work collaboratively with both the Council and NEW Homes to bring forward identified housing schemes which will maximise the provision of social and affordable housing. The launch of the North Wales Contractors Framework in April 2020 will provide a new delivery route for such schemes. Last Updated: 22-Jun-2020							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.4.5.1 (CP) The availability of suitable housing through new build social housing developments and other supported housing provision	Melville Evans - Senior Manager - Housing Programmes	In Progress	01-Apr-2019	31-Mar-2020	60.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: We are currently on target to deliver 70 new social units of accommodation through our partner Registered Social Landlords (RSL) this year. This has reduced from the last quarter due to slippage in delivery target completions set by the RSLs themselves. Last Updated: 22-Jun-2020							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.4.5.2 (CP) Effective implementation of the Welsh Government's recommended Service Standards for delivery of Housing Adaptations	Jen Griffiths - Benefits Manager	In Progress	01-Apr-2019	31-Mar-2020	60.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: The Housing Adaptations Best Practice Group is comprised of representatives from the Local Authority, Registered Social Landlords and Third Sector. Terms of reference have been established with the objective of improving the access to housing that meets people's health needs, regardless of tenure, provide a platform for sharing best practice and help develop new ways of delivering adaptations. The group has met and agreed a number of sub-groups to facilitate the changes required for each of the relevant areas such as application form, process and contractor engagement. Further development of this work has been put on hold due to key resource being reassigned in response to COVID-19. A virtual meeting for the group has been scheduled for August 2020 to reinstate the required work to deliver the recommended service standards within Flintshire. Last Updated: 22-Jun-2020							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.4.5.3 (CP) Supporting people to remain in their homes through the provision of housing support and advice	Jenni Griffiths - Homeless and Advice Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: Prevention work continues to be a priority for households who are potentially at risk of becoming homeless. Households are identified as soon as possible and support is put in place to resolve the issues faced and minimise the risk of homelessness. This work is carried out through a number of functions which include the Supporting People Team and Housing Solutions Team. Last Updated: 22-Jun-2020							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.4.5.4 (CP) Adoption of a renewed strategy for our sheltered and supported housing schemes following review	Dawn Kent - Housing Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: In terms of our wider sheltered housing stock, a desk based analysis has been undertaken and has provided an overview of all of our sheltered accommodation. The analysis has identified a series of issues where some of the schemes appear to be unpopular and as a consequence, have high turnover and void levels which are considered excessive. Key findings of the data to date is that the primary reason behind the stock turn-over (66%) occurs as a result of the tenant's death or their transfer to residential care accommodation. This does not diminish the fact that there are still some significant issues with specific schemes and / or property types, which result in longer term voids and hard to let properties. Last Updated: 22-Jun-2020							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.4.5.5 (CP) Effective management of the Specialist Housing register in partnership with Housing Associations to ensure the housing needs of vulnerable households are met	Cheryl Marland - Housing Access and Sarth Team Leader	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN

ACTION PROGRESS COMMENTS:

The specialist housing register currently has 52 applicants of which 46 require specialist adapted properties and 6 require large properties. At the end of quarter four, two households from the specialist housing register were successfully rehoused into suitable accommodation. The SARTH partnership continue to work closely to meet the needs of vulnerable households and representatives from all organisations. Normally they meet every six weeks to review current voids against specialist housing register needs to identify properties that can be adapted. The Specialist Housing Register is currently being reviewed with our partners during the Operations meetings which are on a monthly basis. A new Service Manager for Housing & Prevention is now in post and will be reviewing the approach to “unmet need” which is captured through, the Specialist Housing panel to ensure specialist property requirements are factored into build programmes across all housing partners and through Empty Homes activities in an effort to increase supply of adapted homes and larger properties.

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ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.5.1.1 (CP) Forming a new social food enterprise with short and medium term objectives and targets	Jen Griffiths - Benefits Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN



ACTION PROGRESS COMMENTS:



The Council and its partners have been exploring a number of options which will see progress maintained through the development of a longer term and sustainable solution to food poverty. In order to address these issues in the long term, a local social-food-enterprise Well-Fed has been established and is now trading. The mission of the company is to “connect everyone with good fresh food”. A primary aim e is to reach and develop sustainable models for people to access good affordable fresh food, particularly linking in with work we do and services we provide such as:



- Domiciliary care and linking food provision with care services.
- Developing a transition programme from food aid to food purchase for vulnerable groups, i.e. homeless families.
- To link in with services which support residents and embed support around food provision within those services.
- To use food provision as a catalyst to begin to tackle loneliness and isolation.



Last Updated: 22-Jun-2020



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.5.1.2 (CP) Mapping / detailing areas where there are gaps in provision and then developing solutions	Jen Griffiths - Benefits Manager	In Progress	01-Apr-2019	31-Mar-2020	70.00%	 AMBER	 GREEN
ACTION PROGRESS COMMENTS: The Good Food Flintshire group is now well established and its membership includes public, private and third sector representation. The mapping has been challenging. We will continue to work on this now that the relevant resources are in place so we can ensure we make a targeted approach to the areas with greater need. Last Updated: 22-Jun-2020							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.5.1.3 (CP) Setting a food insecurity / food poverty action plan for Flintshire with partners with short and medium term objectives and targets	Jen Griffiths - Benefits Manager	In Progress	01-Apr-2019	31-Mar-2020	70.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: The Flintshire Food Poverty Strategy was adopted by the Public Services Board in 2018 and work is now in progress to develop a detailed action plan for the County. The action plan is in the early stages currently and the Good Food Flintshire group are working around agreed themes in order to collate the information and develop this into a progressive plan for 2020 and beyond. Last Updated: 22-Jun-2020							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.5.2.1 (CP) Agreeing a funded action plan to support those in greatest fuel poverty	Leanna Jones - Energy Projects Coordinator	Completed	01-Apr-2019	30-Jun-2020	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: A fully funded plan has been agreed for the next 18 months including Warm Homes Fund, Crisis Fund, Arbed, Clwyd Alyn and FCC social housing stock. Last Updated: 18-Feb-2020							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.5.2.2 (CP) Improvement of the energy efficiency ratings of current housing in Flintshire measured through Energy Performance Certificate Scores	Leanna Jones - Energy Projects Coordinator	Completed	01-Apr-2019	31-Mar-2021	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: The first SAP action plan and carbon reduction report has been completed to inform future works over the coming years. Improvements are also being installed where older heating systems are failing or reaching the end of their service life, or where wider improvement works create an opportunity. These include the installation of more energy efficient heating systems, solar panels or improved insulation. Last Updated: 17-Apr-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.5.2.3 (CP) Implement solutions to extend gas supplies to those communities with no gas service including Ffynnongroyw	Leanna Jones - Energy Projects Coordinator	Completed	01-Apr-2019	31-Mar-2021	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: The Council worked with Wales and West Utilities and the Welsh Government Arbed programme to extend the availability of mains gas in Ffynnongroyw and to support fuel poor households to receive new heating systems to take advantage of the new infrastructure. Many other properties have been brought onto mains gas through the Warm Homes Fund programme. Further schemes have been identified ready to start when the COVID-19 restrictions are lifted. Last Updated: 17-Apr-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.5.2.4 (CP) Increasing the take up of solar, water and electricity systems by supporting their installation in vulnerable households	Leanna Jones - Energy Projects Coordinator	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: Continued installation of air source heat pumps (air to water) systems in public and private properties identified as fuel poor households through Warm Homes Fund. Last Updated: 17-Apr-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.5.3.1 (CP) In-year mapping and assessment of child poverty to inform future programme and strategy development	Gail Bennett - Early Intervention Services Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: Mapping and assessment are ongoing, aligning with the national wellbeing goals and PSB priorities, as well as programme specific requirements. Work is being developed to use data to capture needs from a variety of systems to better inform cross-service delivery. The sharing of information is helpful to inform and transform future programme and strategy. Last Updated: 12-May-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.5.3.2 (CP) Outline our commitments in working with partner agencies to target interventions to reduce levels of child poverty	Gail Bennett - Early Intervention Services Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: A number of programmes and services have been identified as services or agencies working towards reducing the level of child poverty. Welsh Government are conducting a national review of programmes commencing Jan 2020, and this will align with other work including the funding flexibilities, early intervention and prevention approach. Last Updated: 21-Apr-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.5.3.3 (CP) Effective planning, performance and implementation as the 'Delivery Authority' for the Childcare Offer for Flintshire, Wrexham and Denbighshire and of its supporting capital programme	Gail Bennett - Early Intervention Services Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: Collaborative arrangement with partner Authorities are firmly established. Flintshire exceeded its initial funding for children taking up the Offer. A pilot for Early Entitlement rate to align with Childcare Offer rate was offered via Welsh Government funding. This minimized the risk of loss of early education providers, and has been successful. Welsh Government are considering national implications and it is not known if further funding will be available from January 2021. The Childcare capital programme is on target, and a time extension exceeding the initial two years has been granted by Welsh Government due to national pressures and the scale of the projects. £375k of the £500k small grants capital has been allocated to childcare providers and have been used for a variety of capital projects in various venues including school, community resources and private childcare facilities. Last Updated: 17-Apr-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.5.4.1 (CP) Access to sanitary products in schools and youth clubs to support wellbeing and school attendance	Claire Sinnott - Learning Advisor, Health, Wellbeing and Safeguarding	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: There is now access to sanitary products in all schools and youth clubs. Last Updated: 17-Jan-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.5.5.1 (CP) Residents being supported to sustain their tenancies, pay their rent and remain in their property	David Barnes - Manager - Revenues	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: Residents are continuing to be supported to sustain their tenancies through the continued deployment of Mobyssoft 'Rent Sense' module, changes in working practices, better target of resources, all of which are aimed to a process of early interventions to assist tenants in need of help. Despite the ongoing challenges with welfare reform and an increasing number of tenants claiming Universal Credit, rent arrears were stabilised during 2019/20 and fell from £1.880m to £1.815m as at 31/3/20. The early interventions and the ongoing joint working between Housing teams in Rent Income and Supporting People is helping to ensure tenancies are sustained by preventing arrears building up and ensure tenants with complex needs or those in financial difficulty receive 'fast-tracked' support they need to address their rent payments. The number of evictions in 2019/20 fell to 26 compared to the 30 evictions undertaken in the previous year - a 13% reduction. The reduction in evictions are projected to fall further in 2020/21 through the combination of the control measures and earlier interventions. Last Updated: 15-Apr-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.5.6.1 (CP) Effective deployment of the two new tenants under new governance and management arrangements	Craig Macleod - Senior Manager, Children's Services & Workforce	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: Governance arrangements are fully operational, with quarterly progress reports submitted to Welsh Government. Work has commenced to develop a local outcomes framework to support programme delivery in 2020/2021. Last Updated: 17-Apr-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.5.6.2 (CP) Meeting need through streamlining services and developing new methods of delivery and commissioning	Craig Macleod - Senior Manager, Children's Services & Workforce	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: A multi-agency workshop was held to take forward the work. It has been agreed to appoint a Coordinator to review the recommendations and to progress the positive working, providing a conduit for the leadership group and the various elements of the Grant, to continue to work towards transformational change and integration for service delivery detailed within the Housing Support plan and the Children and Communities Plan. Last Updated: 17-Apr-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.5.6.3 (CP) Successful engagement of stakeholders to inform choices on new service models	Craig Macleod - Senior Manager, Children's Services & Workforce	Completed	01-Apr-2019	30-Jun-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: Partnership workshop in September 2019 identified four priorities to take forward. A further Workshop is planned for early 2020 where findings will be shared and discussed with partners, to ensure informed choices and approaches to new service models. Last Updated: 18-Feb-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.5.6.4 (CP) Measured performance of the Flexible Funding Programme and how it protects the most vulnerable people in our communities by using new and meaningful performance measures	Gail Bennett - Early Intervention Services Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: The Children and Communities 20/21 Plan has been endorsed by the Chief Executive, and approved by Welsh Government. It details the funding activity for each of the programmes contained within the Grant and their interdependence to support the most vulnerable in the communities. The national Framework remains outstanding. Work is being progressed on the Flintshire framework. Last Updated: 17-Apr-2020</p>							


ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
1.5.7.1 (CP) Achievement of targets for supporting individuals to enter employment, learning or volunteering	Sharon Jones - Communities For work	In Progress	01-Apr-2019	31-Mar-2020	75.00%	 AMBER	 GREEN
<p>ACTION PROGRESS COMMENTS: Although currently below target for the twelve month period on the Communities For Work Programme. Welsh government have acknowledge that targets across Wales needed to be revised for 2020/2021. Communities For Work plus have exceeded 2019/2020 targets, these have been increased for 2020/2021 and been agreed by Welsh Government. Both the Communities For Work and Communities For Work plus teams are now fully staffed and engagement activity and events have increased. Successful Employability Pathways were held in Mold and Flint and further pathways are planned for 2020/2021. The teams have helped support our mentoring scheme participants with 40 entering employment and 44 accessing further training. Employment outcomes include manufacturing, customer services, security, health care, Flintshire County Council Care assistant and retail. Last Updated: 14-Apr-2020</p>							


Performance Indicators


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.1.1M01 (SS008) The number of Holywell Extra Care (Plas yr Ywen) units created	New Measure	No Data	N/A	50	
<p>Lead Officer: Susie Lunt - Senior Manager, Integrated Services and Lead Adults Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: Plas Yr Ywen was due to open in February 2020, with apartments being allocated and residents moving in over a period of eight weeks, with the facility being fully operational by the end of March 2020. The opening has been delayed indefinitely however, due to planning for the COVID-19 response. Last Updated: 22-Jun-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.1.1M02 (SS009) The number of Extra Care units provided across Wiltshire	184	184	↔	239	
<p>Lead Officer: Susie Lunt - Senior Manager, Integrated Services and Lead Adults Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: Plas Yr Ywen, Holywell was due to open in February, with apartments being allocated and residents moving in over a period of eight weeks for full operations by the end of March 2020. The opening has been delayed due to the interruption of the emergency and the care workers assigned to the facility have been deployed elsewhere. This means that we will not be able to increase the number of extra care units to the target as previously planned. Last Updated: 22-Jun-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.1.3M01 / CP5.1.1M01 (SS010) The number of people who access the social prescribing / 3rd sector service through the Single Point of access.	282	451	↑	290	
<p>Lead Officer: Susie Lunt - Senior Manager, Integrated Services and Lead Adults Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: Activity in social prescribing is measured at two points in the year; two social prescribing officers worked with 249 individuals between October and March, bringing the annual total to 451. Last Updated: 15-Jun-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.1.3M02 (SS011) The number of admissions to step up / step down beds.	163	108	↓	0	 GREEN
<p>Lead Officer: Susie Lunt - Senior Manager, Integrated Services and Lead Adults Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: Between April and September there were 108 admissions to step down beds. Data has not been collected for the second half of this year due to the redeployment of BCUHB staff as part of the pandemic response. Last Updated: 16-Jun-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.1.3M03 (SS012) The number of in house and independent sector domiciliary providers working towards the silver standard for Progress for Providers	New Measure	12	N/A	10	 GREEN
<p>Lead Officer: Susie Lunt - Senior Manager, Integrated Services and Lead Adults Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: This year, three in house, three Extra Care and six independent sector domiciliary providers have been working towards achieving the Silver standard for Progress for Providers, the quality standard for domiciliary care. Two in house domiciliary and two Extra Care providers have so far achieved the Silver standard. Last Updated: 16-Apr-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.1.3M04 (SS015) Percentage of urgent requests for equipment that meet or exceed the national 1 Day response standards	90	100	↑	98	 GREEN
<p>Lead Officer: Jacque Slee - Team Manager Performance Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: Equipment is managed by the North East Wales Community Equipment Service (NEWCES). The National standard for urgent requests is 90% within one day. Last Updated: 16-Apr-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.1.3M05 (SS016) Percentage of requests for equipment that meet or exceed the national 7 Day standard	80	100	↑	80	 GREEN
<p>Lead Officer: Jacque Slee - Team Manager Performance Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: The National standard for the provision of equipment requests within 7 days is 80%. Last Updated: 16-Apr-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.1.3M06 (SS017) Percentage of equipment that is re-used	70%	89	↑	70	 GREEN
<p>Lead Officer: Susie Lunt - Senior Manager, Integrated Services and Lead Adults Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: The National standard for the reuse of equipment is 70%. Last Updated: 16-Apr-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.1.4M01 (PM18) [SEP] The percentage of adult protection enquiries completed within 7 days	95.28	94.85	↓	78	 GREEN
<p>Lead Officer: Jane M Davies - Senior Manager, Safeguarding & Commissioning Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: Overall this year, 94.9% of adult protection enquiries were completed within the 7 day timescale, against an annual target of 85%. The Safeguarding Unit continue to prioritise and act on adult safeguarding reports in a timely manner Last Updated: 14-May-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.1.4M02 The percentage of adult safeguarding reports which proceeded to an enquiry	88.32	91.92	↑	89	 GREEN
<p>Lead Officer: Jane M Davies - Senior Manager, Safeguarding & Commissioning Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: We continue to work closely with agencies to ensure that safeguarding reports are appropriate and that the information submitted is of good quality. Last Updated: 11-Jun-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.2.2M01 (SS001) The percentage pre-birth assessments completed within timescales.	New Measure	92.59	N/A	90	 GREEN
<p>Lead Officer: Craig Macleod - Senior Manager, Children's Services & Workforce Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: Data has been refreshed for the full year, to ensure that all assessments have been counted. 40 out of 43 of pre-birth assessments were completed within timescales during the year; sometimes assessments are delayed due to the mother's late presentation to Health. Last Updated: 22-Apr-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.2.2M02 (SS002) The percentage of children who were reported as having run away or gone missing from home who had a return interview	New Measure	100	N/A	Baseline Year	 GREEN
<p>Lead Officer: Craig Macleod - Senior Manager, Children's Services & Workforce Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: All 18 of the children who were reported missing had a return interview. This is a baseline year and no target has been set. Last Updated: 22-Apr-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.2.2M03 (SCC/034) The percentage of reviews of children on the Child Protection Register due in the year that were carried out within the statutory timescales	100	100	↔	98	 GREEN
<p>Lead Officer: Craig Macleod - Senior Manager, Children's Services & Workforce Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: 100% of child protection reviews were held in timescales in quarter 4, giving an overall performance for the year of 99.3% Last Updated: 22-Apr-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.2.2M04 (SCC/014) The percentage of initial child protection conferences that were due in the year and were held within 15 working days of the strategy discussion	100	86.36	↓	95	 AMBER
<p>Lead Officer: Craig Macleod - Senior Manager, Children's Services & Workforce Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: In quarter four, one family of 9 siblings had their conference held outside timescales due to scheduling difficulties, bringing us to an overall percentage for the year of 86%. Delays were due to difficulties scheduling over the holiday periods, and ensuring the attendance of the relevant parties. Last Updated: 22-Apr-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.2.3M01 (SS003) Number of new foster carer approvals in the year	22	18	↓	10	 GREEN
<p>Lead Officer: Craig Macleod - Senior Manager, Children's Services & Workforce Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: In quarter four we completed approvals for 3 general and 2 kinship carers. The total number of approvals has exceeded the target set for the year. Last Updated: 22-Apr-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.2.4M01 (SS004) Number of referrals to the Family Group Meeting Service	277	348	↑	280	 GREEN
<p>Lead Officer: Craig Macleod - Senior Manager, Children's Services & Workforce Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: A further 33 actions following a multi-agency meeting were recorded where it was felt that a Family Group Meeting would benefit the family, but the family declined support. Last Updated: 22-Apr-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.2.4M02 (SS005) Number of Special Guardianship Orders made	6	5	↓	2	 GREEN
<p>Lead Officer: Susie Lunt - Senior Manager, Integrated Services and Lead Adults Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: Special Guardianship orders are awarded as an alternative to being a looked after child, for those children who cannot live with their birth parents and who would benefit from a legally secure placement. Five were awarded in the year, with a further two in the process but delayed in Court. Last Updated: 22-Apr-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.3.1M01 / CP2.1.6M02 (SS013) People with a learning disability accessing Project Search to improve their employability skills	New Measure	9	N/A	Baseline Year	 GREEN
<p>Lead Officer: Susie Lunt - Senior Manager, Integrated Services and Lead Adults Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: Nine young people enrolled in Project Search in the September intake. No target has been set as we are establishing a baseline for the year. Last Updated: 16-Apr-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.3.1M02 (SS014) Number of people transitioning into Hwb Cyfle	New Measure	52	N/A	50	 GREEN
<p>Lead Officer: Susie Lunt - Senior Manager, Integrated Services and Lead Adults Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: This figure represents the average number of individuals attending the day service at Hwb Cyfle up until the start of the COVID-19 outbreak. Last Updated: 16-Apr-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.4.1M01 Number of Private Rented Sector (PRS) properties available via HAWS Lettings contract for Housing Solutions	New Measure	3	N/A	Baseline Year	 GREEN
<p>Lead Officer: Jenni Griffiths - Homeless and Advice Manager Reporting Officer: Denise Naylor - Housing Programmes Support Manager Progress Comment: Although no allocations for homeless clients have been made this quarter, three homeless clients have been put forward for consideration for the three new properties HAWS have secured and we are confident these will result in positive homeless outcomes for these clients. Last Updated: 22-Jun-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.4.1M02 Number of additional Private Rented Sector (PRS) properties available via HAWS lettings contract	New Measure	4	N/A	Baseline Year	 GREEN
<p>Lead Officer: Jenni Griffiths - Homeless and Advice Manager Reporting Officer: Denise Naylor - Housing Programmes Support Manager Progress Comment: An additional 3 private rented properties were secured through HAWS in quarter four of this year. Last Updated: 21-Apr-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.4.1M03 (PAM/012) Percentage of households successfully prevented from becoming homeless	79.54	81.33	↑	85	 AMBER
<p>Lead Officer: Martin Cooil - Housing & Prevention Service Manager Reporting Officer: Jenni Griffiths - Homeless and Advice Manager Progress Comment: The Housing Solutions Service achieved 84% successful outcomes this quarter which is an increase on previous quarters. The year to date percentage is 81.33%. Whilst this is below the target set at 89% it is within the variance set. There continue to be significant challenges for homeless prevention. Welfare reform changes and the availability of suitable properties within the private rented sector has limited the options available for customers. The service is continuing to develop new and innovative working practices to assist with early intervention and prevention of homelessness. (Un-validated) Last Updated: 22-Jun-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.4.2M01 The percentage of council houses that meet the Welsh Housing Quality standards within our annual programme	100	117.77	↑	100	 GREEN
<p>Lead Officer: Sean O'Donnell - Contract Surveyor Reporting Officer: Denise Price - Business Performance Manager Progress Comment: We are yet to conclude the Welsh Housing Quality standards (WHQS) Capital Programme, however we were ahead of programme on a number of workstreams due to the good weather and early engagement with our tenants at the start of the financial year. We were also able to include additional properties without exceeding set budgets etc. and we were able to surpass our target number of properties before the end of the financial year. Our target up to quarter four was to complete 1914 properties. We have completed 2512 properties. Last Updated: 22-Jun-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.4.2M02 Tenant satisfaction level	95.8	95.8	↔	95	 GREEN


Lead Officer: Sean O'Donnell - Contract Surveyor
Reporting Officer: Denise Price - Business Performance Manager
Progress Comment: The hard work achieved in quarter one and quarter two to improve our contractors engagement and also to ensure that all operatives showed their ID badges has assisted with the very high tenant satisfaction score of 95.8%.
There are further improvements to be implemented and areas where we can improve such as communicating delays with our tenants as soon as possible. This should further improve these questions where low scores are recorded moving forwards.
Last Updated: 22-Jun-2020


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.4.3M01 Increase supply and variety of affordable homes	249	307	↑	228	 GREEN


Lead Officer: Melville Evans - Senior Manager - Housing Programmes
Reporting Officer: Denise Naylor - Housing Programmes Support Manager
Progress Comment: SHARP has delivered or is currently on site delivering 307 affordable homes. In addition, the Council and NEW Homes have also acquired a further 32 units from private schemes in partnership with local developers.
Last Updated: 22-Jun-2020


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.4.4M01 The number of Council homes completed or under construction through the Strategic Housing and Regeneration Programme (SHARP)	123	170	↑	91	 GREEN

Lead Officer: Melville Evans - Senior Manager - Housing Programmes
Reporting Officer: Denise Naylor - Housing Programmes Support Manager
Progress Comment: Up to the end of March 2020 116 Council homes have been completed and handed over to the Council.
A further 78 either on site or scheduled to begin.
Last Updated: 16-Apr-2020

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.4.4M02 The number of affordable homes owned and managed by NEW Homes	62	128	↑	101	 GREEN
<p>Lead Officer: Denise Naylor - Housing Programmes Support Manager Reporting Officer: Melville Evans - Senior Manager - Housing Programmes Progress Comment: 128 units owned and managed by NEW Homes as at 31st March 2020. Last Updated: 23-Mar-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.4.4M03 The number of affordable homes completed or under construction through the Strategic Housing and Regeneration Programme (SHARP)	61	115	↑	39	 GREEN
<p>Lead Officer: Denise Naylor - Housing Programmes Support Manager Reporting Officer: Melville Evans - Senior Manager - Housing Programmes Progress Comment: As at 31st March 2020 a total of 115 affordable units have been delivered or are under construction through the SHARP. Last Updated: 16-Apr-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.4.4M04 Number of affordable homes provided through planning permission	168	82	↓	0	 GREEN
<p>Lead Officer: Lynne Fensome - Management and Support Manager Reporting Officer: Mandy Lewis - Manager - Planning Development Progress Comment: There is a lower level of affordable housing approved as many of the larger housing applications were not considered policy compliant and were refused. Some of those which were approved had viability assessments which meant the development was not capable of delivering affordable housing. There were also a number of smaller residential applications which did not meet the policy trigger or the need in the local area to provide affordable housing was not established. Last Updated: 23-Jun-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.4.5M01 (PAM/015) Average number of calendar days taken to deliver a DFG	300	195.83	↑	247	 GREEN


Lead Officer: Rafaela Rice - Disabled Facilities Manager
Reporting Officer: Jen Griffiths - Benefits Manager
Progress Comment: Disabled Facilities Grant (DFG) is a mandatory grant to help individuals living with a disability with the cost of adapting their homes to enable them to continue living at their residence with the maximum amount of independence. The Private Sector DFG Service has had a change in management which has provided an opportunity to review key areas of the business and has highlighted a number of key areas of focus such as performance management, process redesign with the aim to improve customer experience. A slight improvement has been observed in delivery performance from the previous two quarters.
 Last Updated: 22-Jun-2020


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.5.2M01 Delivery of energy efficiency measures to domestic properties in Flintshire	New Measure	2175	N/A	1000	 GREEN


Lead Officer: Leanna Jones - Energy Projects Coordinator
Reporting Officer: Niall Waller - Service Manager - Enterprise and Regeneration
Progress Comment: The Domestic Energy Efficiency Project Team were able to exceed the target this year through our delivery under Warm Homes Fund, as well as expansion of our crisis fund and our fee-based work for social housing providers. The partnership work with utility companies and Welsh Government has allowed even more households to benefit from efficient heating systems, insulation, and renewable energy. This has allowed us to reduce fuel poverty and our carbon footprint across the county.
 Last Updated: 23-Jun-2020


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.5.2M02 Number of vulnerable households supported through the Healthy Homes Healthy People programme	New Measure	1440	N/A	1000	 GREEN


Lead Officer: Leanna Jones - Energy Projects Coordinator
Reporting Officer: Niall Waller - Service Manager - Enterprise and Regeneration
Progress Comment: Based on reports provided by the Warm Homes Fund Healthy Homes Healthy People project.
 Last Updated: 17-Apr-2020


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.5.3M01 Number of children who accessed the Childcare offer	1900	3385	↑	2500	 GREEN
<p>Lead Officer: Gail Bennett - Early Intervention Services Manager Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: 3385 children accessed the childcare offer between April 2019 and March 2020. Last Updated: 16-Jun-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.5.3M02 Number of childcare providers	No Data	178	↓	0	 GREEN
<p>Lead Officer: Gail Bennett - Early Intervention Services Manager Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: 333 childcare providers in total took part; 178 of these were Flintshire providers. Last Updated: 22-Apr-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.5.4M01 Access to sanitary products in schools (percentage)	New Measure	100	N/A	100	 GREEN
<p>Lead Officer: Vicky Barlow - Senior Manager - School Improvement Systems Reporting Officer: Kim Brookes - Senior Manager - Business Change and Support Progress Comment: All schools, youth clubs and foodbanks had 3 deliveries. Last Updated: 08-Apr-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.5.4M02 Access to sanitary products in youth clubs (percentage)	New Measure	100	N/A	100	 GREEN
<p>Lead Officer: Vicky Barlow - Senior Manager - School Improvement Systems Reporting Officer: Kim Brookes - Senior Manager - Business Change and Support Progress Comment: All schools, youth clubs and foodbanks now had their 3 deliveries. Last Updated: 08-Apr-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.5.4M03 Access to sanitary products in Foodbanks	New Measure	100	N/A	100	 GREEN
<p>Lead Officer: Vicky Barlow - Senior Manager - School Improvement Systems Reporting Officer: Kim Brookes - Senior Manager - Business Change and Support Progress Comment: All schools, youth clubs and foodbanks now had their 3 deliveries. Last Updated: 08-Apr-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.5.5M01 Average number of days to process new claims for housing benefit and council tax reduction	21.29	17.28	↑	20	 GREEN
<p>Lead Officer: Jen Griffiths - Benefits Manager Reporting Officer: Suzanne Jones - Team Manager - Benefits and Council Tax Reduction Assessment Progress Comment: The target has been achieved due to a review of key processes and changes implemented. Last Updated: 17-Apr-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.5.5M02 Average number of days to process change in circumstances for housing benefit and council tax reduction	4.73	4.66	↑	8	 GREEN
<p>Lead Officer: Jen Griffiths - Benefits Manager Reporting Officer: Suzanne Jones - Team Manager - Benefits and Council Tax Reduction Assessment Progress Comment: The target has been achieved due to a review of key processes and changes implemented. Last Updated: 17-Apr-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.5.6M01 Total grant claim achieved	New Measure	99.7	N/A	100	 GREEN
<p>Lead Officer: Gail Bennett - Early Intervention Services Manager Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: The total underspend for Children and Communities Grant and Housing Support Grant is £38,507 which gives a 0.3% percentage underspend against the combined Grants of £11.2m Last Updated: 08-Jun-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.5.7M01 Number of individuals supported through the mentoring service that enter employment, learning or volunteering	366	346	↓	260	 GREEN
<p>Lead Officer: Sharon Jones - Communities For work Reporting Officer: Lynne Fensome - Management and Support Manager Progress Comment: Communities For Work (CFW) Welsh Government (WG) set out revised targets in October 2019 for the remainder of the Communities for Work 2019/20 year. We are currently below target for Communities for Work with 15 into employment for 2019/20 out of a target of 36. Learning outcomes are on target and 26 have been achieved. Combined with the employment figures, the volume of learning outcomes reflects the distance from the labour market and the lack of qualifications held by the participants in their chosen field. Volunteering continues to be below the target of 18 with just 6 taking up this opportunity. Welsh Government acknowledged that targets across Wales needed to be revised for 2020/2021.</p> <p>Communities for Work Plus (CFW+) Communities for Work Plus (CFW+) continues to lead the way in terms of target achievement. The target of assisting 65 participants into employment was met and exceeded as 94 participants gained employment. The learning target of 105 was also exceeded, reaching 195 in either training or Basic Skills. Again this reflects the distance from the labour market and the lack of relevant qualifications. The number of volunteering participants was lower than the target of 90, with just 10 taking this up. This reflects that a large proportion of participants feel confident and comfortable re-joining the labour market. Communities For Work plus have exceeded 2019/20 targets, these have been increased for 2020/21 and been agreed by Welsh Government.</p> <p>Last Updated: 25-Jun-2020</p>					

Risks

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Homelessness will remain a growing area of demand due to the current economic climate	Jenni Griffiths - Homeless and Advice Manager	Denise Naylor - Housing Programmes Support Manager				Open




Potential Effect: Homelessness remains an area of risk. The lack of suitable, settled accommodation for those on welfare benefits has caused delays in being able to achieve positive outcomes for customers.




Management Controls: The Council has been awarded in year funding to assist with additional measures to develop Landlord incentives within the private rented sector and a strategic partnership with HAWs commenced in May 2019. The emergency beds provision is in place and is proving to be in demand.




Progress Comment: Homelessness remains a high area of risk as a result of a number ongoing factors but it is important to note the risk of an increase in homelessness post COVID-19 is significant. The service is at the moment receiving only approximately 50% of presentations compared to this time last year but this is in the main due to the measures put in place by the Government to protect people from homelessness during COVID-19. At this time it is unclear what will happen once existing measures are withdrawn post COVID-19 but there is a real risk of increased homelessness through a number of factors such as:




- Recommencement of possession hearings including the backlog from this period.
- Rent/Mortgage arrears accrued during this period.
- Financial hardship through loss of employment.
- Long term changes to affordability of properties due to impacts of the above.




Last Updated: 22-Jun-2020

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
The supply of affordable housing will continue to be insufficient to meet community needs	Melville Evans - Senior Manager - Housing Programmes	Denise Naylor - Housing Programmes Support Manager				Open
<p>Potential Effect: i) Increase in homelessness ii) Increased pressure on the Housing Options Team iii) Increase in people sleeping rough</p> <p>Management Controls: Housing Strategy and Action Plan 2019 - 24 used to manage Section 106 and Social Housing Grant programmes. A framework to maximize the level of affordable housing. HRA Business Plan will target 50 new social rent homes each year. Introduction of North Wales Construction Framework.</p> <p>Progress Comment: This is, and will remain to be, an ongoing risk as the shortfall of affordable housing to meet local housing need as identified in the Local Housing Market Assessment is 238 per annum, which is rarely met year on year. Therefore, whilst the Council, our Housing Association partners and developers are committed to delivering significant number of affordable housing there will continue to be a shortfall for the foreseeable future. To this effect, the Council's SHARP has delivered a total of 180 new social (114) and affordable rent (66) homes to date. A further 125 new social (72) and affordable rent / low cost home ownership (53) units are under construction or scheduled to start. This includes a scheme at Nant y Gro, Gronant which will deliver a further 41 council and affordable homes subject to planning approval in March 2020. Three further schemes which will deliver a further 111 units are being worked up. The Housing Associations are committed to delivering 229 affordable housing by 2021 through the Social Housing Grant programme. In addition, NEW homes has a Council approved Development Strategy which is looking to deliver a further 200 units over the next two years. In light of the findings of the Welsh Government's Affordable Housing Review, the Council is now working with other local authorities and North Wales Housing Associations to develop a North Wales Procurement Framework with North Wales based contractors which could enable it to deliver new housing schemes under new arrangements post the SHARP contract. This could enable the Council to engage with local developers and partner housing associations to deliver sites locally. It is proposed that the new Framework will be live by August 2020.</p> <p>Last Updated: 22-Jun-2020</p>						




RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Department for Works and Pension's Welfare Reform Programme, including Universal Credit full service implementation which would place increasing demand on the Council for affordable and social housing	Cheryl Marland - Housing Access and Sarth Team Leader	Denise Naylor - Housing Programmes Support Manager				Closed
<p>Potential Effect: Increased homelessness</p> <p>Management Controls: Developing innovative housing schemes that will aim to provide housing at a cost that under 35's can meet. The Common Housing Register recognises affordability as a housing need and gives priority to those who are suffering financial hardship in terms of housing costs due to the impacts of welfare reforms</p> <p>Progress Comment: This risk has been closed due to not being able to measure the impact of the Welfare Reform Programme directly on the demand for social and affordable housing.</p> <p>Last Updated: 02-Jan-2020</p>						




RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Diminishing land supply for council housing construction	Melville Evans - Senior Manager - Housing Programmes	Denise Naylor - Housing Programmes Support Manager				Closed
<p>Potential Effect: i) Reduction in number of units delivered</p> <p>Management Controls: On-going work to maximise the use of Council land and other publically owned land. The Council is working with private developers and housing associations to jointly develop sites to purchase and develop privately owned sites. Introduction of a North Wales Construction Framework in April 2020.</p> <p>Progress Comment: To date the number of new Council and affordable homes completed, being built or scheduled to be built has reached 305. The target of 500 by 2021 is within reach with work underway to identify land suitable for the construction of the remaining 195 new affordable and council homes. This could include development on sites which are not council owned in partnership with local developers and housing associations through the North Wales Construction Framework which is being established by local authorities and housing associations. The new Framework is scheduled to go live April 2020.</p> <p>Last Updated: 22-Jun-2020</p>						

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Diminishing land supply for council housing construction	Melville Evans - Senior Manager - Housing Programmes	Denise Naylor - Housing Programmes Support Manager				Closed
<p>Potential Effect: i) Reduction in number of units delivered</p> <p>Management Controls: On-going work to maximise the use of Council land and other publically owned land. The Council is working with private developers and housing associations to jointly develop sites to purchase and develop privately owned sites. Introduction of a North Wales Construction Framework in April 2020.</p> <p>Progress Comment: To date the number of new Council and affordable homes completed, being built or scheduled to be built has reached 305. The target of 500 by 2021 is within reach with work underway to identify land suitable for the construction of the remaining 195 new affordable and council homes. This could include development on sites which are not council owned in partnership with local developers and housing associations through the North Wales Construction Framework which is being established by local authorities and housing associations. The new Framework is scheduled to go live April 2020.</p> <p>Last Updated: 22-Jun-2020</p>						

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Capital borrowing limits for Council housing	Melville Evans - Senior Manager - Housing Programmes	Denise Naylor - Housing Programmes Support Manager				Closed
<p>Potential Effect: A reduction in the construction and delivery of Council houses</p> <p>Management Controls: Welsh Government (WG) has reduced Borrowing CAP restrictions for the housing Revenue Account (HRA).</p> <p>Progress Comment: This is no longer considered to be a risk as the cap on borrowing within the housing revenue account ended May 2019. The ending of the cap means that Flintshire will continue to invest in building council homes.</p> <p>Last Updated: 10-Jan-2020</p>						

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RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Customer expectations for the timeliness of adaptations undertaken through Disabled Facilities Grants (DFGs) may not be met due to competing demands on resources	Jen Griffiths - Benefits Manager	Rafaela Rice - Disabled Facilities Manager	 Amber	 Amber		Open
<p>Potential Effect: There will be a reputational risk to the Council if adaptations fail to meet the expectations of customers. This is increased because of the national ranking of performance by Welsh Government.</p> <p>Management Controls: i) Monitoring and management of adaptation cases. ii) Ongoing process review. iii) Continually seek ways to further increase cost-efficiency. iv) Increase in budget allocation to meet demand.</p> <p>Progress Comment: The performance on DFG timescales has been an area of challenge over time and a management board was established to improve and monitor progress. The budget for the programme is currently on track. There has been improved performance in relation to timescales for completing adaptations, which also improves the outcomes for our customers. A new procurement process is currently being implemented. Last Updated: 12-May-2020</p>						

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Universal Credit Full Service roll out: by working in partnership with the Department of Working Pensions (DWP) and other stakeholders to manage any negative impact from falling upon both residents and Council services.	Jen Griffiths - Benefits Manager	Dawn Barnes - Welfare Reform Manager				Open

Potential Effect: Potential increased in rent arrears and decrease of Council Tax collection.
Potential increased risk of homelessness and need for accommodation.
Increased demand in existing support services.

Management Controls: Welfare Reform is undoubtedly impacting services. Collaborative working is taking place to improve communication across the teams and active participation with other agencies at hubs and community events will help to identify opportunities for early intervention.
Council Tax Collection continues to be under pressure and a recent review of the claims process for Council Tax Reduction are now in place to make it easier and quicker and will continue to monitor the success of this review. Although there is no evidence of links to increased presentations for homelessness, this remains a risk and will continue to monitor the rate of homelessness.

Regular budget reviews of the Discretionary Housing Payments funding remains a priority to maximise support for residents.

Progress Comment: Work is underway to identify and manage the impacts of Universal Credit on Council Tenants and their rent accounts. This work is concentrated around early intervention which enables support to be provided to those who need it. This support provides a more realistic chance of the rent accounts becoming more manageable and out of an arrears situation.
There will inevitably always be an element of cash flow arrears on accounts due to the Universal Credit payments (whether direct to the Council or directly to the tenant) are made in arrears.
During 2019/20 the Welfare Reform Team continue to provide assistance and support to residents who are impacted by Welfare Reforms with a focus on early identification and intervention to prevent the problem from escalating.
As a result of the current emergency situation, the Welfare Reform Team will continue to respond to and provide ongoing intensive assistance to support residents through personal changes in household financial circumstances for 2020/21.
Commencement in July 2019 of a Department for Works & Pensions Pilot of moving those in receipt of existing benefits or tax credits onto Universal Credit known as managed migration will remain a risk of an increase in demand in services for 2020/21.
A programme of improving communications across teams to help identify customers who will require further support and guidance is ongoing. Council Tax Collection remains under pressure.
Last Updated: 22-Jun-2020




RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Demand for advice and support services will not be met	Jen Griffiths - Benefits Manager	Sian Humphreys - Welfare Reform Manager	Amber	Amber	↔	Open




Potential Effect: The impact of Welfare Reform on Flintshire households increasing the demand for advice and support to levels beyond what resource can handle in a timely manner.




Management Controls: The Flintshire Advice and Support Gateways are ensuring residents in need of help are referred to an appropriate service provider and maximising effective use of resources as far as possible.




Progress Comment: The Council's Welfare Reform Response Team provides assistance and support with the implementation of Universal Credit. The team are also responsible for providing welfare and budgeting support and actively engage with customers, landlords and other service providers to ensure customers' needs can be met. There is still a significant numbers accessing this support due to residents presenting with underlying debt issues. Managers across Customer Services, Neighbourhood Housing and Revenues and Benefits continue to work together to develop early intervention strategies.




Last Updated: 11-May-2020




RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Debt levels will rise if tenants are unable to afford to pay their rent or council tax	David Barnes - Manager - Revenues	Sheila Martin - Income Team Leader				Open
<p>Potential Effect: With the introduction of universal credit and reduction in benefits being paid it is anticipated that tenants will struggle to maintain their payments increasing the level of debts owed to the Council for Rent and Council Tax.</p> <p>Management Controls: i) Continue the proactive response to Council tenants impacted by the spare room subsidy ensuring they are supported to remain in, or move from their property, lessening the negative impact on the Housing Revenue Account and the risk of homelessness. ii) Flintshire County Council (FCC) funding a personal budgeting support service (delivered by the CAB) for Universal Credit (UC) claimants who experience problems managing their single monthly UC payment, including their housing costs. iii) FCC continuing to provide advice and support services helping Flintshire households maximise their income through accessing social security benefits & better managing their financial commitments. iv) FCC effective management of Discretionary Housing Payment budget is enabling target support to households, primarily impacted by the welfare reforms.</p> <p>Progress Comment: Rent arrears have stabilised and being brought under control as the year end outturn reflects an improved financial position where rent arrears have fallen, as a result of the measures introduced to tackle rent arrears through early intervention with tenants, but where necessary, also escalating cases to court quickly for those tenants who fail to engage or pay.</p> <p>To ensure the rent recovery process is more efficient to meet the challenges of the future, the investment and 'go-live' deployment of the Mobysoft Rent Sense solution in quarter one allowed the Rent Income service to track and monitor rent arrears much more quickly through systems that will offer predictive analytics, trend-analysis and risk profiling, meaning that officer time will not be wasted on cases that do not require contact.</p> <p>The unprecedented additional work generated by the launch of Universal Credit full service rollout from April 2017 continues to create a changing and challenging rent collection environment but on a positive note, the increasing reliance of managed/direct payments through the Department of Work and Pensions (DWP) is helping to stabilise the increase in rent arrears by ensuring those in receipt of UC are able to meet their obligations to pay rent, even though as a social landlord, the Council receives managed payments in arrears.</p> <p>Council Tax collection rates have not been majorly impacted by the introduction of Universal Credit and the Council continues to achieve the highest collection level of any Welsh local authority.</p> <p>Last Updated: 22-Apr-2020</p>						

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
The local economy will suffer if residents have less income to spend	Jen Griffiths - Benefits Manager	Sian Humphreys - Welfare Reform Manager				Open
<p>Potential Effect: Local economy will suffer as people can only just afford to spend on essential items.</p> <p>Management Controls: The council is continuing to support residents to access advice and support to enable them to better manage their financial situation. The Welfare Team provide support with budgeting to assist in this area.</p> <p>Progress Comment: Welfare Rights and Supporting People teams continue to work with residents during the year to explore areas of income maximisation for residents of the County. This work is critical to ensure residents receive the correct levels of Social Security Benefits. Therefore allowing residents to be in a position to contribute more widely to the local economy.</p> <p>Last Updated: 12-May-2020</p>						

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Demand outstrips supply for residential and nursing home care bed availability	Jane M Davies - Senior Manager, Safeguarding & Commissioning	Jacque Slee - Team Manager Performance				Open
<p>Potential Effect: Increase in hospital admissions and delayed transfers from hospital. Increased pressure on primary care services leading to deteriorating relationship with local partners.</p> <p>Management Controls: Working with Corporate colleagues to use capital investment to support the development of our in-house provision. Increase bed and extra care capacity for dementia/ learning disabilities. Joint marketing and recruitment campaign, including portals, sharing of candidates, and shared approach. Rolling out the value-based recruitment programme to make advertising for care staff more appealing to a wider audience.</p> <p>Progress Comment: The expansion of Marleyfield House to support the medium term development of the nursing sector remains on track, with a target date of 2021. Value based recruitment is seeing a positive impact for in-house recruitment; however recruitment within the independent sector remains challenging. No care homes are currently in Escalating Concerns. Situation is fluid with COVID-19 response; launch of Discharge Facilitation Group and opening of 2 new care homes will have an impact.</p> <p>Last Updated: 20-Apr-2020</p>						

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Deprivation of Liberty Safeguarding (DoLS) assessment waiting list increases	Jane M Davies - Senior Manager, Safeguarding & Commissioning	Jacque Slee - Team Manager Performance				Open
<p>Potential Effect: Increased waiting times for DoLS assessments and impact on reputation of the Council.</p> <p>Management Controls: Actively prioritise waiting list for DoLS assessments Regularly engage with providers to keep the priority list refreshed. Develop internal processes in preparation for the introduction of legislation relating to Liberty Protection Safeguards.</p> <p>Progress Comment: The waiting list continues to be actively managed, with urgent and review authorisations being prioritised. Training on Liberty Protection Safeguard legislation has taken place, and the additional resource implications are becoming clearer. National guidance remains to be finalised. Last Updated: 20-Apr-2020</p>						

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Failure to implement safeguarding training may impact on cases not being recognised at an early stage.	Fiona Mocko - Strategic Policies Advisor					Open
<p>Potential Effect: Employees will not identify potential safeguarding issues. Referrals will not be made through the right channels which may delay investigation or result in evidence being contaminated.</p> <p>Management Controls: Safeguarding training is included in induction programme ensuring all new employees receive training. Attendance on safeguarding training is a standing agenda item on the Corporate Safeguarding Panel.</p> <p>Progress Comment: Safeguarding is included in the corporate induction ensuring all new employees have a basic understanding of safeguarding. Corporate Safeguarding e-learning modules are available for employees who do not need to undertake specialist training. Further training has been provided by AFTA Thought, who provide drama based training. The training is aimed at employees and the Independent sector working with young children in pre-school settings. Further training on County Lines, Modern Slavery and Prevent has been provided by North Wales Police. These sessions have been well attended by the workforce, school employees and elected members. Last Updated: 20-Apr-2020</p>						




RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Insufficient supply and escalating cost of placements for children with complex needs	Craig Macleod - Senior Manager, Children's Services & Workforce	Jacque Slee - Team Manager Performance				Open

Potential Effect: Increasingly difficult to secure appropriate placements for children with complex needs within budget constraints.

Management Controls: Supporting resilient families through the Early Help Hub.
 Targeted support to families on the edge of care.
 Combat exploitation through the Strategic and Operational MET (Missing, Exploitation, Trafficking) group.
 Policies and models to attract new foster carers and expand the type of placements offered.
 Working with local providers to reshape the residential market.
 Maximising local housing options.

Progress Comment: Meeting the needs of children with complex needs remains challenging. We have identified the services that we will develop in house, and those that we will seek to commission, to bring greater resilience, choice and enhanced market supply. A joint service model has been developed with Health for an in house assessment and support Team funded through grant allocation. The service will help prevent escalation on needs and reduce reliance on residential care. A North Wales Regional Market Position Statement for Children's Services has been launched setting our commissioning needs and intentions. Flintshire delivered a workshop for all Independent Fostering Agencies and Residential care Providers in November 2019 to help stimulate appropriate market development. Whilst we have put the above management controls in place, our latest assessment of the level of risk is that it remains red.

Last Updated: 20-Apr-2020




RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Demand outstrips supply for domiciliary care	Jane M Davies - Senior Manager, Safeguarding & Commissioning	Jacque Slee - Team Manager Performance				Open

Potential Effect: Delayed discharge from hospital; unable to fulfil need for care packages at home.

Management Controls: Utilising the Care@Flintshire portal to promote vacancies.
 Working with providers to establish appropriate fee rates.
 Regional Domiciliary Care Agreement in place.
 Value Based recruitment.
 Investment in the Microcare model.

Progress Comment: We are rolling out training on value based recruitment both in house and in the independent sector, and a task group is looking at recruitment and retention with Communities for Work.
 Fee rates have been developed for 2020/21, and providers have been consulted.
 Recent work has focused on using our in house domiciliary and reablement resources flexibly to meet the demands of the market. This has enabled us to reduce the waiting list for domiciliary care. Current mitigation in place around COVID-19 response.

Last Updated: 20-Apr-2020

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Relationship issues of families under stress and the impacts on relationship quality could increase due to additional financial pressures	Gail Bennett - Early Intervention Services Manager	Jacque Slee - Team Manager Performance				Open
<p>Potential Effect: Deteriorating parental relationships and a resulting instability and negative experience for children, and possible escalation into statutory services. Exposure to parental conflict is estimated to feature in the lives of more than 1.2 million children nationally. It does huge damage to children through emotional and behavioural problems during childhood and impact on life chances. It is estimated that for 'intact' families 11% of all children are affected by parental conflict, rising to 28% in workless families. In separated families 50% of children experience levels of parental conflict that are potentially damaging and have longer term impacts on individuals, families, communities and services.</p> <p>Management Controls: In-year mapping and assessment of child poverty to inform future programme and strategy development ensuring maximizing income and reducing family outgoings. Outline our commitments working with partner agencies to target interventions to reduce levels of child and family poverty. Effective planning, performance and implementation as the 'Delivery Authority' for the Childcare Offer for Flintshire, Wrexham and Denbighshire and of its supporting capital programme.</p> <p>Progress Comment: We are undertaking a high level mapping exercise to help us understand the issues around relationship conflicts. Plans going forward include the use of an element of the grant to increase the knowledge and skills of the workforce to meaningfully support parents with relationship difficulties, to reduce stress on the family and raise awareness and educate into the implications that parental conflict has on the child. The grant will also be used to support innovative provision such as parenting groups and peer support groups.</p> <p>Last Updated: 20-Apr-2020</p>						

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Failure to secure sufficient funding to meet the needs of vulnerable families	Gail Bennett - Early Intervention Services Manager	Jacque Slee - Team Manager Performance	Amber	Amber	↔	Open

Potential Effect: Shows us that age 5 is the key age for intervention, before the opportunity is lost. Children’s developmental needs will not be met.



Management Controls: In-year mapping and assessment of pathways to ensure that the needs of families are met.
Outline our commitments working with partner agencies to target interventions to reduce levels need.
Effective planning of services at various tiers of need.



Progress Comment: Welsh Government continue to progress the Funding Flexibilities Agenda, with two new Grants with ten programmes of activity; Housing Support (three) and Children and Communities (seven). An outcomes framework is being developed nationally with the aim to support strategic, cross-organisational alignment and ways of working across programmes to enhance the delivery of early intervention, prevention and support services whilst still meeting the terms of the Grant. Flintshire has been successful this year, through Early Years of becoming an Early Years Pathfinder and securing additional funding of £550k, as well as £16k for relationship support. We continue to use these Grants and additional Grants and funding, such as the Transformation Fund to build upon core services and keep in the fore our commitment to integrated services that support the needs of the vulnerable children and adults in our communities through a range of early intervention, prevention and support mechanisms. Despite funding reductions we aim to mitigate or remove disadvantages to vulnerable people to enable them to have the same life chances as others, contributing to a more equal Flintshire and Wales. We continually keep our eye on population needs and opportunities for funding.



Last Updated: 20-Apr-2020



Ambitious Council



Actions

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
2.1.1.1 (CP) The Region reaching agreement of a Heads of Terms with the governments of UK and Wales to unlock a Growth Deal for the region and for Flintshire	Niall Waller - Service Manager - Enterprise and Regeneration	Completed	01-Apr-2019	31-Dec-2019	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: Outline Heads of Terms have been signed with UK Government (UKG) and Welsh Government (WG) enabling Growth Deal projects to enter the next stage of development; the preparation of detailed business cases for investment. Last Updated: 24-Oct-2019							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
Page 11 2.1.1.2 (CP) Assessment of the priority needs of Flintshire for improved digital connectivity to contribute to regional digital strategy	Niall Waller - Service Manager - Enterprise and Regeneration	Completed	01-Apr-2019	31-Dec-2019	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: A digital action plan for Flintshire has been produced and its priorities are included within the overarching regional digital connectivity strategy. Last Updated: 09-Oct-2019							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
2.1.1.3 (CP) Agreement and the first stage of implementation of a digital strategy for the region which improves connectivity (access and processing capacity / speed) for businesses, public sector partners and communities in Flintshire)	Niall Waller - Service Manager - Enterprise and Regeneration	Completed	01-Apr-2019	31-Mar-2022	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: The digital strategy for North Wales is now in place. There are four main work streams underway: 1) Connection of all public buildings across North Wales to the fibre network to future-proof connectivity - currently being delivered 19/20 and 20/21 following a successful bid to the UK Government (UKG) Local Full Fibre Network programme. 2) Support for rural communities to connect to faster broadband - recruited a shared officer with Wrexham County Borough Council (WCBC) following successful bid to Rural Development Plan programme. 3) Developing projects to provide leading-edge connectivity infrastructure into strategic employment sites and along strategic transport routes - Growth Deal project under development. 4) Seeking further Welsh Government (WG) support to improve connectivity infrastructure for rural communities. Last Updated: 16-Apr-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
2.1.2.1 (CP) The introduction of a regional hub by Welsh Government (WG) and North Wales Economic Ambition Board (NWEAB) to co-ordinate inward investment and respond to the demands of businesses	Niall Waller - Service Manager - Enterprise and Regeneration	Ongoing	01-Apr-2019	31-Mar-2020	-	 AMBER	 GREEN
<p>ACTION PROGRESS COMMENTS: The regional business hub is still at an early stage of development by Welsh Government and the North Wales Economic Ambition Board. The Council has contributed to the development process and remains committed to strengthening business support and inward investment through increased regional working. Last Updated: 23-Jun-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
2.1.2.2 (CP) Planning of new infrastructure schemes to provide business growth in Flintshire (Deeside Enterprise Zone (DEZ) etc.) for the medium-term	Ian Bushell - Technical and Performance Manager	In Progress	01-Apr-2019	31-Mar-2020	35.00%	 GREEN	 GREEN



ACTION PROGRESS COMMENTS:

The medium term Integrated Transport Plan for the Deeside Industrial Estate involves providing multi model sustainable transport which includes the provision of a Park & Ride/Share facility, Shuttle Interchange and the Deeside Parkway Station. Shared use walking and cycling infrastructure, to Active Travel Standards, provides access to the entrance to every place of employment in the park. In addition to this, Deeside Parkway Station is in the options appraisal stage along with the proposed shuttle interchange. Last Updated: 17-Apr-2020

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
2.1.2.3 (CP) Maximise opportunities to achieve available funding for scheme improvements whilst also achieving timely grant submissions	Anthony Stanford - Highways Strategy Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN



ACTION PROGRESS COMMENTS:



Having recently received Welsh Government funding invitations for the forthcoming financial year (2020/21), we have now submitted applications under a number of grant funding streams for which we expect to receive notification from WG in the coming weeks. Last Updated: 15-Apr-2020



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
2.1.2.4 (CP) Provision of a new Park and ride facility within Deeside Industrial Park	Ian Bushell - Technical and Performance Manager	In Progress	01-Apr-2019	31-Mar-2021	45.00%	 GREEN	 GREEN



ACTION PROGRESS COMMENTS:



The detail design stage is now complete as part of the design and build contract. The expected start date of full construction is May 2020 with a possible 10 month construction period. Last Updated: 17-Apr-2020



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
2.1.2.5 (CP) Preparation of a support plan for businesses to manage the eventuality of a transition out from the European Union (Brexit)	Niall Waller - Service Manager - Enterprise and Regeneration	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 AMBER
<p>ACTION PROGRESS COMMENTS: The Council has developed a transitional plan which will take effect once the outcome of the Brexit process is known. This includes: 1) Monitoring vulnerable business sectors to identify potential impacts and work with Welsh Government and North Wales Economic Ambition Board to develop bespoke support. 2) Accelerating support for the development of local supply chains. 3) Increasing support for local businesses to build resilience. In the meantime, the Council is sharing all Brexit information with businesses to ensure that they can base their preparations on the latest information. Last Updated: 24-Jan-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
2.1.3.1 (CP) Placing the LDP on deposit on time in quarter two for consultation with stakeholders and the public as the next step towards adoption of the Plan	Adrian Walters - Team Leader	Completed	01-Apr-2019	30-Jun-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: The Deposit Local Development Plan (LDP) was approved by Council on 11 September 2019 and the Plan was made available for public consultation for a six week period commencing 30 September 2019 and ending 11 November 2019. Last Updated: 18-Feb-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
2.1.3.2 (CP) Final preparation of the Plan for submission to Welsh Government by June 2020	Adrian Walters - Team Leader	In Progress	01-Apr-2019	30-Jun-2019	30.00%	 AMBER	 GREEN
<p>ACTION PROGRESS COMMENTS: The Deposit Local Development Plan (LDP) opened for public consultation on the 30 September 2019 and closed on 11 November 2019. Whilst the Council remain on track to prepare responses to the comments received to the Deposit LDP and the consideration given to date confirms that the plan remains sound in the view of Officers, the COVID-19 emergency restrictions will prevent the plan proceeding as per its agreed timetable. Consideration is currently being given to the extent of the revision required, which will be a minimum of three months and possibly up to six months. Last Updated: 17-Apr-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
2.1.4.1 (CP) Adoption of a strategy by quarter one to ensure long term sustainability of town centres leading to updated bespoke local town plans	Niall Waller - Service Manager - Enterprise and Regeneration	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: The Strategy was adopted in May 2019 by Cabinet. Discussions are underway in a number of towns to review the current approach to supporting them. In addition, the Council has worked with the Town Council and business community in Holywell to secure Welsh Government resources to re-open the High Street to vehicles to encourage more customers into the town. The Council is also supporting Mold businesses in developing a Business Improvement District (BID) for the town centre. The Council is supporting Buckley Town Council with a trial depedestrianisation scheme and with a review of their town action plan. Last Updated: 16-Apr-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
2.1.4.2 (CP) Testing of the model of a Business Improvement District for Mold (through a local ballot of rate paying businesses) as a pilot exercise	Niall Waller - Service Manager - Enterprise and Regeneration	In Progress	01-Apr-2019	31-Mar-2020	75.00%	 AMBER	 AMBER
<p>ACTION PROGRESS COMMENTS: The BID process has been delayed in Mold due to concerns over the levels of business engagement that had taken place. Following a series of successful meetings with businesses a well-represented task group has been established and the business plan for the Business Improvement District (BID) is being redrafted. The ballot will not now take place until well into 2020/21. Last Updated: 17-Apr-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
2.1.5.1 (CP) Key interventions for cycleways, active travel, highway improvements, bus network and rail improvements	Anthony Stanford - Highways Strategy Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: A number of key integrated transport interventions have been developed and included within a number of funding applications to Welsh Government (WG), under a variety of grant funding streams for the forthcoming financial year (2020/21). We expect to receive notification from WG in the coming weeks. The Councils Integrated Transport Strategy, which was approved by Cabinet in February of this year, details the Council's long term transport aspirations which will see the methodology utilised in Deeside being replicated across the County as a whole in order to develop a fully integrated transport solution. Last Updated: 15-Apr-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
2.1.5.2 (CP) Key interventions for accessing employment, health, leisure and education facilities by accessing national funds with winning business cases	Anthony Stanford - Highways Strategy Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: The core aim of the Authorities Integrated Transport Strategy is to facilitate access to sites of employment, health, leisure & education. A number of key integrated transport interventions have been developed and included within a number of funding applications submitted to Welsh Government under a variety of grant funding streams for the forthcoming financial year (2020/21). We expect to receive notification from WG in the coming weeks. The Councils Integrated Transport Strategy, which was approved by Cabinet in February of this year, details the Council's long term transport aspirations which seeks to replicate the methodology utilised in Deeside across all strategic locations of the County, thus achieving a fully integrated transport solution for Flintshire as a whole and cross border. Streetscene's forward work programme ensures that applications for numerous funding streams are prepared in advance thus ensuring highest chance of bid success. Last Updated: 15-Apr-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
2.1.5.3 (CP) The LDP Deposit Plan making provision for local growth which will be supported by new or improved infrastructure	Adrian Walters - Team Leader	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: The Deposit Local Development Plan (LDP) is accompanied by an Infrastructure Plan which identifies the approach the preparation of the Plan has taken in terms of engaging with infrastructure providers and ensuring appropriate infrastructure either exists or can be provided. The Infrastructure Plan will be reviewed and updated as the Plan progresses. Last Updated: 18-Oct-2019</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
2.1.6.1 (CP) Sustainability of the social enterprises supported/created by the Council	Niall Waller - Service Manager - Enterprise and Regeneration	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN

ACTION PROGRESS COMMENTS:

The Council continues to provide a dedicated resource to support the social enterprise sector. This includes intensive one to one support for new social enterprises to help them to establish themselves as well as ongoing support. 20 Social enterprises have been supported. The dedicated support included the provision of 44 business support sessions of which 37 were delivered to social enterprises registered in Flintshire, including; business planning, policy development, cash flow forecasting, preparing for investment, social media training, business awards applications and Social Enterprise Places accreditation. The other seven sessions were delivered to five members of the public in Flintshire carrying out pre-start work exploring the opportunity to register as social enterprises.



Last Updated: 16-Apr-2020



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
2.1.6.2 (CP) Implement Project Search with Hft to achieve real jobs for people with a learning disability	Niall Waller - Service Manager - Enterprise and Regeneration	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN



ACTION PROGRESS COMMENTS:



Project Search is an internship for young people up to the age of 25 who have a learning disability, with the aim of providing a range of skills for individuals to apply in the workplace. It is hoped that at the end of the internship, full paid employment will be achieved. The first intake was in September of this year, with nine young people involved.



Last Updated: 22-Jan-2020



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
2.2.1.1 (CP) National financial support secured (from Welsh Government and Arts Council for Wales) for major capital investment for refurbishment of Theatr Clwyd	Colin Everett - Chief Executive	In Progress	01-Apr-2019	31-Mar-2020	75.00%	 AMBER	 AMBER
<p>ACTION PROGRESS COMMENTS: Formal application was made to Welsh Government for strategic funding in quarter two. Arts Council of Wales funding (£6m estimate) has already been reserved. A letter was received from Welsh Government on 23 December 2019 signalling positive support for scheme, recognising the urgency around a comital decision, and inviting urgent engagement with civil servants to explore capital funding solutions. Ministers and senior civils servants later confirmed in quarter 4 that a funding package was in the late stages of development with reconfirmation that the project remains a high priority for Welsh Government. The Arts Council has confirmed in quarter four that the £6M estimated funding has passed the final stage of approvals in its process, and is fully aligned as a body to the Council case for Welsh Government funding. A formal announcement on a Welsh Government funding package has been delayed due to the onset of the COVID-19 emergency situation. Last Updated: 23-Apr-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
2.2.1.2 (CP) Reaching an agreement between the Board of Theatr Clwyd, the Council and the Arts Council of Wales on the most sustainable, legal, governance and financial / commercial model for the Theatr for the future from 2021/22	Colin Everett - Chief Executive	Completed	17-Sep-2019	31-Dec-2019	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: Cabinet, on the recommendation of the Theatre Board, has agreed in principle to transition to an independent trust model in April 2021. A full project plan in place is in place with the support of a dedicated project manager. A further report was made to Cabinet in December 2019. Cabinet endorsed the plan to enter a full and final stage of due diligence with a comital decision to be made to a transfer by mid-2020. Last Updated: 07-Jan-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
2.2.1.3 (CP) Performance of the theatre against its adopted business plan targets (reported quarterly to the Board of Theatr Clwyd)	Colin Everett - Chief Executive	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: The Theatre has performed well against its annual and medium-term business plan aims, objectives and targets. Quarterly reports have been made to the Theatre Board. The 2020/21 business plan will be presented to both Cabinet and Overview and Scrutiny when committee meetings have returned to normal. Last Updated: 23-Apr-2020							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
2.2.2.1 (CP) Agreement of a Masterplan for the County Hall campus, recognising the needs of existing and future occupiers, with agreed aims and objectives, timelines, financing and a preferred solution for a future civic hub.	Andrew Farrow - Chief Officer - Planning, Environment and Economy	In Progress	01-Apr-2019	31-Mar-2020	10.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: The Masterplan has yet to be developed in any detail, however, we have undertaken an initial officer workshop to seek initial views and potential options. The civic hub will fall out of this study and we are exploring with other public sector bodies, their appetite to be part of a wider site strategy which will include location. This project has a long lead in time, is complex and will require extensive discussions and consultation with a wide number of stakeholders. Last Updated: 22-Jun-2020							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
2.2.3.1 (CP) Complete construction projects at Connah's Quay High School (phase two) and Ysgol Penyffordd on time, to budget and to standard	Damian Hughes - Senior Manager, School Planning & Provision	Completed	01-Apr-2019	31-Dec-2019	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: The new school in Penyffordd opened to pupils and staff in September 2019 (phase one). The demolition of the former school, external works and car parking provision (phase two) were completed in November 2019. Connah's Quay High School (phase two) was completed in November 2019. Both projects were completed on time and within budget. Last Updated: 24-Jan-2020							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
2.2.3.2 (CP) Commencement of investment projects at Ysgol Glan Aber, Ysgol Castell Alun	Damian Hughes - Senior Manager, School Planning & Provision	In Progress	01-Apr-2019	31-Mar-2021	50.00%	 GREEN	 GREEN

ACTION PROGRESS COMMENTS:

The construction project at Ysgol Glan Aber has completed as anticipated in March 2020. The proposed construction project at Ysgol Castell Alun is in detailed design development stage, the anticipated completion date for construction is August 2021.



Last Updated: 17-Apr-2020



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
2.2.3.3 (CP) Commencement of investment projects at Queensferry CP (linked to the Plas Derwen project) and Ysgol Glanrafon, Mold (Welsh Government Welsh Medium Grant)	Damian Hughes - Senior Manager, School Planning & Provision	In Progress	01-Apr-2019	31-Mar-2020	30.00%	 GREEN	 GREEN



ACTION PROGRESS COMMENTS:



A contractor was formally commissioned in January 2020 for the proposed project at Ysgol Glanrafon, Mold. The project is now in design development stage, which will lead to cost certainty, thereafter, the construction phase will follow. The Queensferry Campus project is currently in Design Development stage, with the expectation that the Full Business case is submitted to Welsh Government (WG) within the next few months. This will enable capital release and construction phase start.



Last Updated: 17-Apr-2020

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
2.2.3.4 (CP) Successful navigation of the proposed remaining Band B through both Council democratic process and Welsh Government Business case process	Damian Hughes - Senior Manager, School Planning & Provision	In Progress	01-Apr-2019	31-Mar-2020	25.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: The agreed Band B investment programme has already started with a completed project at Connah's Quay High School and the Queensferry Campus project in Design Development stage. Cabinet had previously agreed that Welsh Government are approached to establish whether the original funding envelope could be increased from £85m to £103m. The advice received was to continue to progress individual projects contained within the programme and to continue dialogue with WG colleagues. Recently, Cabinet agreed to proceed with a MIM pathfinder project in the Mynydd Isa Area, for a 3-16 campus, for which work is progressing to tie in with key WG milestones. Additionally, Cabinet have agreed that officers should to consult with the key stakeholders in the communities at of Broughton and Saltney in respect of primary and secondary educational models. In addition to consult with key stakeholders at Ysgol Croes Atti, Flint in respect of the proposed new replacement school in a nearby location. These planned consultations will be implemented when the current situation allows. Last Updated: 17-Apr-2020</p>							


ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
2.2.4.1 (CP) Creation of a single joint Archives Service between Flintshire and Denbighshire County Councils	Claire Harrington - Principal Archivist	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: The new joint Archive Service of Flintshire and Denbighshire County Councils officially came into existence on 1 April 2020. It is known as the North East Wales Archive (NEWA). A new Senior Management Team has been created under the leadership of the Temporary Joint Service Manager with representation from both services. A new service logo has been designed. Work will now continue to embed the new joint service and enhance its offer to the public. Last Updated: 14-Apr-2020</p>							


ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
2.2.4.2 (CP) Securing national support from the Heritage Lottery Fund for capital funding for a new regional Archives facility.	Claire Harrington - Principal Archivist	In Progress	01-Apr-2019	31-Mar-2020	80.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: Formal presentation to the National Lottery Heritage Fund Board delivered by the two Chief Officers from Flintshire and Denbighshire and the Project Manager on 7 February 2020. Confirmation received on 17 February 2020 that the bid was successful at the Expression of Interest stage and this bid is now in the final twelve national projects out of the original 146 invited to progress to the final bidding stage. The original timescale for this submission was November 2020 but this has now been delayed until February 2021 as a result of the COVID-19 national emergency. The Archive Programme Board will continue to work remotely on developing the bid with support from the National Lottery, the Museum and Library Division of Welsh Government and an expert adviser on heritage funding applications. Last Updated: 14-Apr-2020							


ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
2.2.5.1 (CP) Entering a framework agreement with Social Services to integrate the Welsh Government (WG) Childcare and WG 21st Century school funding grants to enable an investment project at Ysgol Croes Atti, Shotton.	Damian Hughes - Senior Manager, School Planning & Provision	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: The project will be commissioned via the school modernisation team at construction phase. Last Updated: 23-Jan-2020							


ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
2.2.5.2 (CP) Obtain cost certainty through design development of the Ysgol Croes Atti project and submit a Business Case to Welsh Government to release the balance capital funding	Damian Hughes - Senior Manager, School Planning & Provision	In Progress	01-Apr-2019	31-Mar-2020	25.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: The project is currently at detailed design stage. Once cost certainty is established a Full Business Case (FBC) will be submitted to Welsh Government (WG) to release capital funding for the construction phase. This is likely be in the next three to four months Last Updated: 17-Apr-2020							

Performance Indicators




KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.3.1M01 / CP2.1.6M02 (SS013) People with a learning disability accessing Project Search to improve their employability skills	New Measure	9	N/A	Baseline Year	 GREEN
<p>Lead Officer: Susie Lunt - Senior Manager, Integrated Services and Lead Adults Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: Nine young people enrolled in Project Search in the September intake. No target has been set as we are establishing a baseline for the year. Last Updated: 16-Apr-2020</p>					




KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP2.1.2M01 Number of businesses supported through the regional hub	New Measure	5781	N/A	120	 GREEN
<p>Lead Officer: Niall Waller - Service Manager - Enterprise and Regeneration Reporting Officer: Lynne Fensome - Management and Support Manager Progress Comment: The regional hub is under development but is not yet in place. The output figures represents the local out-turn in the interim. Last Updated: 20-Apr-2020</p>					




KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP2.1.2M02 New jobs created through the support of the regional hub	New Measure	2777	N/A	Baseline Year	 GREEN
<p>Lead Officer: Niall Waller - Service Manager - Enterprise and Regeneration Reporting Officer: Lynne Fensome - Management and Support Manager Progress Comment: The regional hub is not in place although development work is well underway. The year to date figure provided is the local figure for jobs created. No target has been set as we are establishing the first year baseline. Last Updated: 20-Apr-2020</p>					




KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP2.1.6M01 Number of Social Enterprises supported	84	70	↓	50	 GREEN
<p>Lead Officer: Niall Waller - Service Manager - Enterprise and Regeneration Reporting Officer: Mike Dodd - Social Enterprise Development Lead Officer Progress Comment: During this period 15 social enterprises received business support advice and guidance. The entailed the delivery of 42 business support sessions overall. The support provided ranged from, but not limited to: preparing for investment, business planning, exploring appropriate and adopting legal structures and developing policies and procedures. During this period one commercial business was supported to convert into a social enterprise. Last Updated: 08-Apr-2020</p>					

Risks

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Availability of sufficient funding to resource key priorities	Jen Griffiths - Benefits Manager	Rafaela Rice - Disabled Facilities Manager				Open
<p>Potential Effect: Customers will wait longer to receive adaptation work in their homes</p> <p>Management Controls: Monthly monitoring of adaptations budgets and consideration of the business case for an increased budget allocation.</p> <p>Progress Comment: The performance on Disabled Facility Grant (DFG) timescales has been an area of challenge over time and a management board was established to improve and monitor progress.</p> <p>The budget for the programme is currently on track.</p> <p>Last Updated: 12-May-2020</p>						



RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Number of school places not matching the changing demographics	Damian Hughes - Senior Manager, School Planning & Provision	Kim Brookes - Senior Manager - Business Change and Support				Open
<p>Potential Effect: Higher teacher ratios, unfilled places, backlog maintenance pressures, inefficient estate</p> <p>Management Controls: Continuation of school modernisation and investment programme, will over time, reduce unfilled places, reduce backlog maintenance, remove unwanted fixed costs and infrastructure</p> <p>Progress Comment: Reducing unfilled school places via school organisation change is an ongoing process. School change projects can take between three and five years from inception to delivery before reductions of unfilled places can be realised. This continues to be an ongoing process linked to the school modernisation programme. To supplement this the Council will continue to work closely with schools to consider innovative ways for reduction in capacity on a school by school basis (i.e. alternative use of school facilities by other groups) with the objective of meeting national targets of circa 10% unfilled places in all school sectors.</p> <p>Last Updated: 19-Mar-2020</p>						

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Failure to obtain grant funding to support educational delivery.	Kim Brookes - Senior Manager - Business Change and Support					Open
<p>Potential Effect: Larger class sizes in all phases and potential breach of infant class size regulations. Challenge in meeting WG recommendations on staffing levels to deliver Foundation Phase curriculum. Reduction in standards achieved by pupils – risk to Council reputation and risk of Estyn follow up for Education Services. Reduction in quality of education delivered by schools resulting in more schools in Estyn categories. Reduction in support for vulnerable pupils e.g. FSM, LAC, ALN. Higher deficit budgets in schools – corporate finance risk. Unsustainable schools in some communities. Increasing redundancy costs for Council as schools cut staff. Increasing challenge in recruiting senior leaders in schools. Increasing sickness absence in the school workforce.</p> <p>Management Controls: Regular finance monitoring through various channels e.g. Cabinet; Chief Officer Team; Overview & Scrutiny; School Budget Forum; Portfolio Finance Team. Regular interface with Headteachers & Chairs of Governors to maintain open communication. to support strategic planning by school leaders. Regular interface with Welsh Government and Welsh Local Government Association to maintain. high profile on education spending. Management of school estate through School Organisational Change Strategy. Timely referrals to Occupational Health & Care First.</p> <p>Progress Comment: The risk remains the same overall in that if we do not receive grant funding then core service delivery and impact on learners remains the same. However, at this time, there is no specific example of where we have not received a grant as expected and continuation of some areas of grant funding are expected to be confirmed by the end of March 2020. Some grant funding for schools from Wales Government has been received. Further impact on grants regime following re-purposing of schools has yet to be determined.</p> <p>Last Updated: 18-Apr-2020</p>						



RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Failure to deliver Growth Deal projects within Flintshire	Niall Waller - Service Manager - Enterprise and Regeneration	Lynne Fensome - Management and Support Manager	 Amber	 Amber		Open
<p>Potential Effect: "• Reputational risk to the Council.</p> <ul style="list-style-type: none"> • Infrastructure investment does not keep pace with needs and business is lost to the economy. • Support for businesses in Flintshire does not match need and fails to encourage investment. • The region having a sufficient voice at Welsh Government and UK Government levels to protect its interests. • Delays to or reductions to funding streams from UK and Welsh Governments. • Progress in delivering infrastructure investment falls behind schedule. <p>Management Controls: Establish oversight structure to review progress towards delivering growth deal projects (AF).</p> <p>Progress Comment: The Council is involved in the development of all relevant Growth Deal projects and is gearing up to take advantage of the opportunities arising for the County once they have been approved from 2021 onwards.</p> <p>Last Updated: 17-Apr-2020</p>						



Learning Council



Actions



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
3.1.1.1 (CP) Pupil performance in 2019 assessment/examination outcomes at ages 7, 11, 14, 16 and 18 years exceeding the Wales national average	Vicky Barlow - Senior Manager - School Improvement Systems	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: National changes in the reporting of teacher assessments have been introduced over the past two years. This supports the key objectives of the Welsh Government in delivering robust assessment, evaluation and accountability arrangements to support a self-improving system. As part of this, data that has traditionally been aggregated upwards for comparison at Foundation Phase (FP), Key Stage 2 and Key Stage 3 has been removed. New interim Key Stage 4 measures were introduced for 2019 as part of the significant education reform programme in Wales. The data provided for individual schools will be based on first entry results and so, across several indicators, it will not be possible to compare 2019 figures with previous performance. An interim annual report on outcomes for 2019 was presented at the November meeting of the Education and Youth Overview Scrutiny Committee and final key stage 4 and 5 performance outcomes tabled for March although the meeting was not held due to the current emergency situation. Last Updated: 20-Apr-2020</p>							



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ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
3.1.1.2 (CP) Following the Estyn inspection of the Local Authority in June, completion of the post inspection action plan and commence implementation	Vicky Barlow - Senior Manager - School Improvement Systems	Completed	01-Apr-2019	31-Dec-2019	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: The local authority was inspected by Estyn in June 2019 and the report published on 9 August 2019. Development of the Post Inspection Action Plan (PIAP) included consultation with key stakeholders including teams within the Education Portfolio and Head teacher Federations. The Estyn report and recommendations made were presented to the October 2019 meeting of the Education and Youth Overview Scrutiny meeting. The PIAP was presented at the November meeting of the Education and Youth Overview Scrutiny Committee and to Cabinet in their December meeting. Last Updated: 23-Jan-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
3.1.2.1 (CP) Schools making suitable preparations for the transition to the new curriculum	Vicky Barlow - Senior Manager - School Improvement Systems	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: All schools are engaging positively with the national focus on implementing the new curriculum for Wales. Flintshire schools have good representation on local and national leadership development programmes. GwE and the six regional local authorities have consulted with head teacher representatives and are currently implementing a regional peer engagement model. The refined version of the new school curriculum was made available to schools on 28 January 2020 to be used across schools by 2022. Last Updated: 20-Apr-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
3.1.2.2 (CP) Teaching staff receiving quality professional development through the self-evaluation system	Vicky Barlow - Senior Manager - School Improvement Systems	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: The regional professional development offer available to all schools is targeted to ensure that schools can deliver a transformational and engaging curriculum. Flintshire schools are engaging positively in the regional action research and peer engagement work. GwE's Supporting Improvement Advisers (SIAs) regularly review with individual schools their bespoke professional development needs, as part of continuous self-evaluation and school improvement. Last Updated: 20-Apr-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
3.1.3.1 (CP) Effective implementation of the new corporate and schools system to support pupils with Additional Learning Needs	Jeanette Rock - Senior Manager - Inclusion and Progression	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: The Council's Additional Learning Needs (ALN) Transformation Plan was amended to accommodate the revised implementation date of September 2021. The ALN provision map for schools was completed and this is now feeding into regional planning. Schools have completed a trial of the Individual Development Plan documentation. The milestones identified for working with local colleges on defining universal provision for ALN have been met. The first phase of the procurement process for the IT system has been completed and this will continue into next year. Last Updated: 17-Apr-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
3.1.3.2 (CP) Training completed for all key employees as part of the implementation of the new Additional Learning Needs (ALN) Act	Jeanette Rock - Senior Manager - Inclusion and Progression	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN

ACTION PROGRESS COMMENTS:

Schools and central staff have engaged in the training offered to prepare for the revised ALN Act implementation date. Six of the planned eight officers have completed the training to become Person Centred Planning trainers; the remaining two will complete in the coming year. Schools have recorded the training they have accessed in relation to the Act via the ALN Audit tool and 96% of Flintshire schools are reportedly on track with this. Further training will continue into the coming year, including national, regional and local for all stakeholders.



Last Updated: 17-Apr-2020

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
3.1.3.3 (CP) Effective implementation of the Communications Strategy as part of the implementation of the Additional Learning Needs (ALN) act	Jeanette Rock - Senior Manager - Inclusion and Progression	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN

ACTION PROGRESS COMMENTS:

Regular events have ensured that key stakeholders have been kept informed over the year. This has included Headteacher Federation Meetings and Conferences, Governor Training sessions, Additional Learning Needs Coordinator Forums, School Cluster Meetings, Portfolio Team Meetings and Overview and Scrutiny Meetings. The Council's website has also been updated. Meetings arranged to share information with health colleagues have had to be re-scheduled due to the Coronavirus; these will commence in the coming year. School clusters have worked on plans for raising parental awareness and these will be implemented across 2020/21.

Last Updated: 17-Apr-2020


ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
3.1.4.1 (CP) Home to school Transport Policy change agreed by quarter one and implementation of a revised and sustainable policy	Damian Hughes - Senior Manager, School Planning & Provision	Completed	01-Apr-2019	30-Jun-2020	100.00%	 GREEN	 GREEN


ACTION PROGRESS COMMENTS:


Cabinet agreed that that the Home to school transport policy be amended. Policy has been amended and published. Measures will come into effect for pupils/students from September 2020.


Last Updated: 18-Feb-2020


Performance Indicators


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP3.1.1M01 (PAM/032) Educational Attainment at Key Stage 4- average capped 9 score for pupils in Year 11	352.2	347.2	↓	354.4	 GREEN
<p>Lead Officer: Vicky Barlow - Senior Manager - School Improvement Systems Reporting Officer: Kim Brookes - Senior Manager - Business Change and Support Progress Comment: The LA performance on the Capped 9 indicator is 347.2pts, just slightly below the national average of 354.4pt. Last Updated: 20-Apr-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP3.1.1M02 Capped 9 Score for pupils entitled to Free School meals	New Measure	288.8	N/A	Baseline Year	 GREEN
<p>Lead Officer: Vicky Barlow - Senior Manager - School Improvement Systems Reporting Officer: Kim Brookes - Senior Manager - Business Change and Support Progress Comment: The performance of pupils entitled to free school meals is slightly lower than the national average of 298.9 but there has been a slight decrease in the performance gap since 2018. Last Updated: 20-Apr-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP3.1.1M03 (PAM/007) Percentage of pupil attendance in primary schools	94.6	95.25	↑	95	 GREEN
<p>Lead Officer: Jeanette Rock - Senior Manager - Inclusion and Progression Reporting Officer: Kim Brookes - Senior Manager - Business Change and Support Progress Comment: The number of primary schools with attendance above the Welsh average increased with attendance across primary schools improving by 0.65% compared with the previous year. Illness remains the reason for the majority of absences. Last Updated: 17-Apr-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP3.1.1M04 (PAM/008) Percentage of pupil attendance in secondary schools	93.7	94.65	↑	94.1	 GREEN
<p>Lead Officer: Jeanette Rock - Senior Manager - Inclusion and Progression Reporting Officer: Kim Brookes - Senior Manager - Business Change and Support Progress Comment: Attendance across secondary schools improved by 0.95% compared with the previous year. Schools and officers are working in collaboration to provide a broader curriculum offer which is supporting increased engagement across the sector. Last Updated: 17-Apr-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP3.1.1M05 (PAM/033) Percentage of pupils assessed in Welsh at the end of the Foundation phase (Year 2 pupils)	6.5	6.17	↓	9	 RED
<p>Lead Officer: Vicky Barlow - Senior Manager - School Improvement Systems Reporting Officer: Kim Brookes - Senior Manager - Business Change and Support Progress Comment: We have not met our target of increasing number of pupils being assessed through the medium of Welsh at foundation phase as it is a matter of parental choice to pursue Welsh medium education. However, the development of increased capacity through the capital programme for areas where there is demand e.g. Mold and Flint/Shotton should have a positive impact on the future numbers alongside other strategies to promote Welsh Medium Education. This has been identified as a risk and is being monitored regularly. Last Updated: 23-Apr-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP3.1.1M06 (PAM/034) Percentage of year 11 pupils studying Welsh (first language)	5.10	5.26	↑	5.5	 AMBER
<p>Lead Officer: Vicky Barlow - Senior Manager - School Improvement Systems Reporting Officer: Kim Brookes - Senior Manager - Business Change and Support Progress Comment: This is slightly below the target set. The difference equates to 6 learners. Last Updated: 22-Apr-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP3.1.1M07 Percentage of pupils aged 16 achieving 5A* - A grades at GCSE	16.6	16.38	↓	18	 AMBER
<p>Lead Officer: Vicky Barlow - Senior Manager - School Improvement Systems Reporting Officer: Kim Brookes - Senior Manager - Business Change and Support Progress Comment: The percentage of pupils achieving 5 A*/A GCSEs or equivalent was 0.4% below previous year of 16.6%, after a significant improvement from 14.5% in 2017. This continues to be a priority moving forward as the national percentage is 18%. Last Updated: 20-Apr-2020</p>					




KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP3.1.1M08 (PAM/009) Percentage of year 11 leavers not in education, training, or employment.	1.17	No Data	N/A	1.2	
<p>Lead Officer: Jeanette Rock - Senior Manager - Inclusion and Progression Reporting Officer: Kim Brookes - Senior Manager - Business Change and Support Progress Comment: Data on the percentage of NEETs is currently unavailable from Welsh Government (WG). Last Updated: 17-Apr-2020</p>					




KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP3.1.1M09 The percentage of young people aged 16 – 18 in the youth justice system offered education, training or employment	59	72	↑	55	 GREEN
<p>Lead Officer: James Warr - Operations Manager Reporting Officer: Louisa Greenly - Performance Management & Information Officer Progress Comment: This measure looks at those young people undertaking 16 hours or more of education, training and/or employment. The Youth Justice Service assesses young people who commence a prevention or statutory intervention with the Youth Justice Service in the period. There were 18 young people above Statutory School Age who had a Youth Justice intervention end in the period. Of these 13 were offered at least 16 hours of education, training or employment. This age group is a challenging one, and especially in a criminal justice setting. Therefore the service needs to work closely with external providers of education and vocational projects to ensure that young people reach their full potential. Last Updated: 01-Apr-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP3.1.1M10 Reduction in the number of pupils who receive fixed term exclusions from school	1189	1267	↓	1150	 AMBER
<p>Lead Officer: Jeanette Rock - Senior Manager - Inclusion and Progression Reporting Officer: Kim Brookes - Senior Manager - Business Change and Support Progress Comment: There has been an overall increase of 5% in the level of fixed term exclusion across Flintshire schools however, there was a reduction in the number of exclusions of more than 5 days. Last Updated: 17-Apr-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP3.1.1M11 Reduction in the number of pupils who are permanently excluded from school	28	26	↑	28	 GREEN
<p>Lead Officer: Jeanette Rock - Senior Manager - Inclusion and Progression Reporting Officer: Kim Brookes - Senior Manager - Business Change and Support Progress Comment: The level of permanent exclusion remains comparatively high when compared with other local authorities particularly in the secondary sector. Whilst the number in this academic year is under target, this remains a priority to support a further reduction in the level of permanent exclusion across Flintshire schools. Last Updated: 17-Apr-2020</p>					

Risks

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Limited funding to address the backlog of known repair and maintenance works in Education & Youth assets	Damian Hughes - Senior Manager, School Planning & Provision					Open
<p>Potential Effect: The fabric of Education and Youth buildings will continue to decline.</p> <p>Management Controls: Condition surveys are carried out to identify priorities.</p> <p>Limited funding to address the backlog of known repair and maintenance works.</p> <p>Capital works reducing the backlog of known repair and maintenance works as part of refurbishments of schools or new schools are being constructed.</p> <p>Progress Comment: Condition and maintenance of the school estate is well managed by the Council, with no schools falling into category "D" for condition. Continuation of capital investment through the School Modernisation Programme is of vital importance, this enables the Council to make significant progress into the repair and maintenance backlog. This programme also supports a reduction of unfilled places and provides a more efficient school estate. The risk will be reviewed when the next cycle of condition surveys are available.</p> <p>Last Updated: 21-Apr-2020</p>						

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
A failure to meet the duties on schools and the Council by the Additional Learning Needs and Education Tribunal (Wales) Act 2018	Jeanette Rock - Senior Manager - Inclusion and Progression	Kim Brookes - Senior Manager - Business Change and Support				Open
<p>Potential Effect: The Council does not have sufficient staff to discharge its duties in line with the published timelines and is challenged through the Education Tribunal system. The duties are extended to cover a wider age range, from 0-25 (previously 3-19) and to also now include young people who engage with further education. The Council currently has no funding allocated to cover the additional learning provision that may be required by the individuals covered by the extended age range. Failure to provide is challengeable through the tribunal system. This is likely to create a corporate financial risk.</p> <p>There are officer capacity issues associated with the transfer of responsibility for commissioning Post 16 specialist provision. Whilst a methodology for funding transfer is being developed, any provision costs which exceed the allocation will need to be funded through the Council's own budget creating a volatile financial risk similar to the current 'Out of County' expenditure.</p> <p>Schools do not have sufficient capacity to meet their duties towards pupils with Additional Learning Needs (ALN) resulting in additional workload for Council officers and potential redress through tribunal.</p> <p>Increasing sickness absence in the workforce due to increase workload demands.</p> <p>Management Controls: Development of Transformation Plan outlining actions against key Welsh Government/Council milestones, particularly in relation to finance.</p> <p>Monitoring of Plan activity on a monthly basis through DMT and Portfolio Finance meetings.</p> <p>Development of a communication strategy to ensure all key stakeholders are informed in a timely manner.</p> <p>Escalation when factors become known to forums such as Programme Board and Overview & Scrutiny Committees.</p> <p>Monitoring through cross Portfolio Meetings/events to ensure wider corporate awareness and understanding of the potential implications.</p> <p>Progress Comment: The duties placed on the Council by the Act have been deferred to the new implementation date of September 2021. Publication of the operating Code has also been delayed to the end of 2020. This will impact on the Council's ability to prepare fully to meet the revised statutory duties however, the current risk level remains low due to the revised implementation date.</p> <p>Last Updated: 17-Apr-2020</p>						



RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Schools not have planned effectively for the introduction of the new curriculum and assessment model	Vicky Barlow - Senior Manager - School Improvement Systems	Kim Brookes - Senior Manager - Business Change and Support	Yellow	Yellow	↔	Open
<p>Potential Effect: Schools unprepared for significant changes to the curriculum and assessment models Lack of clarity for schools and individual teachers around areas of learning and experience Increasing challenge in recruiting and retaining senior leaders and teachers in schools Reducing standards in quality of education and learner outcomes Poor Estyn outcomes for LA and for schools Reputational damage to Council</p> <p>Management Controls: Regular interface with the Regional School Improvement Service (GwE) and Welsh Government to maintain overview of progression of new curriculum introduction. Identification of future school leaders & engagement in Regional School Improvement Service (GwE) professional offer for school leadership. Regular monitoring of progress of individual schools in mapping and evaluation progress in line with national timelines through G6. Regular interface with Headteachers & Chairs of Governors to maintain open communication to support strategic planning by school leaders to meet the requirements of the new curriculum. Regular Quality and Standards meetings with GwE Core Leads. Regular monitoring of vacancies – schools.</p> <p>Progress Comment: All schools are engaged with the "clusters of schools" model adopted regionally to implement the new curriculum. Schools have good levels of involvement on national and local leadership development programmes. The new curriculum for schools was published in January 2020 for implementation in September 2021.</p> <p>Last Updated: 20-Apr-2020</p>						

Green Council

Actions

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
4.1.1.1 (CP) Establishment of an officer group by quarter three to lead on the Council's commitment to be carbon neutral by 2030	Sadie Waterhouse - Energy Conservation Engineer	In Progress	01-Apr-2019	31-Mar-2020	75.00%	GREEN	GREEN
<p>ACTION PROGRESS COMMENTS: Chief Officer for Planning Environment and Economy has responsibility for the Council's Carbon Reduction Strategy. A themed discussion at the Senior Leader Academi was held on 6th November introduced the concept of introducing a response to Climate Change Strategy Board. Following this the first meeting of the officer group will be convened. A report on the Council's response to Climate Change was presented to Cabinet in December 2019 and Environment Overview and Scrutiny Committee in January 2020 when all recommendations were supported. A key recommendation was to establish a climate change strategy programme board. Cabinet on the 17th December 2019 endorsed the establishment of a climate change strategy board. The Boards terms of reference and attendees will be finalised by 31st January. Due to the COVID-19 pandemic there has been limited resource to establish a group and hold the first meeting. Last Updated: 14-Apr-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
4.1.1.2 (CP) Completion of a 'state of play analysis' of current Council activities on carbon reduction underpinned by the mapping of existing activity data	Sadie Waterhouse - Energy Conservation Engineer	Completed	01-Apr-2019	31-Mar-2020	100.00%	GREEN	GREEN
<p>ACTION PROGRESS COMMENTS: Once agreement was secured at the meeting of the Cabinet in December for the officer group for carbon reduction to be established. Terms of reference for the group will be agreed which will include responsibility to report back on current carbon reduction activities within all service areas within the Council. Last Updated: 24-Jan-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
4.1.1.3 (CP) Completion of a greenhouse gas inventory covering scope 1, 2 and 3 emissions and greenhouse gas sequestration across the Council's land assets	Sadie Waterhouse - Energy Conservation Engineer	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN

ACTION PROGRESS COMMENTS:

Using Welsh Government's draft unified reporting standard; Welsh Public Sector Net Zero Carbon Reporting Guide; the total greenhouse gas emissions across all Flintshire County Council's operations and services has been calculated. In 2018-19 the Council's greenhouse gas emissions were 55,276 tCO₂e (tonnes of carbon dioxide equivalent). Direct emissions from scope 1 sources such as burning fuels for heating was 5,346 tCO₂e whilst indirect emissions from electricity used in buildings and street lighting was 4,772 tCO₂e. However nearly 82% of the Council's greenhouse gas emissions are produced from indirect sources such as purchasing goods and services, business travel, use of fleet vehicles, waste produced through operations, assets that the Council leases to others and those it leases from others and water use. Of these scope 3 emissions; the three biggest contributors were purchased goods and services, leased assets and fleet vehicles. Land assets and their habitat type and management regime have been assessed for sequestering greenhouse gas emissions. The total amount of carbon stored in these land assets and the rate of annual sequestration will be calculated once further guidance has been received from Welsh Government. A number of key data improvements are required to improve the accuracy and reduce uncertainty in the base year greenhouse gas emissions (2018-19) and future calculations. This includes internal verification of processes and data by Internal Audit and defining responsibilities for greenhouse gas emission reporting.



Last Updated: 14-Apr-2020



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
4.1.1.4 (CP) An agreed plan to design and resource further energy efficiency and sustainable energy schemes such as the ground mounted solar PV schemes in Flint and Connah's Quay	Sadie Waterhouse - Energy Conservation Engineer	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN



ACTION PROGRESS COMMENTS:

Funding secured to install energy efficiency measures and solar PV at Marleyfield, Llys Gwenffrwd and Croes Atti Residential Care Homes - These are planned for Summer 2020. Contractor appointed to install solar PV at Ty Dewi Sant and Ysgol Abermorddu - These are planned for Summer 2020. -Final business cases for the Crumps Yard and Flint Landfill solar PV projects were approved by Cabinet in December and the construction contract has now been awarded - Installation is planned for Summer 2020. Detailed technical design work is underway by the Contractor. Full review of Council assets for renewable energy and carbon sequestration opportunities is ongoing.

Last Updated: 14-Apr-2020

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
4.1.1.5 (CP) Completing the renewable energy assessment through the Local Development Plan process in support of the future strategy	Sadie Waterhouse - Energy Conservation Engineer	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: Completed by Aecom and planning policy officers for the Local Development Plan. The Assessment highlighted potential locations for solar PV in the south of the County. Also indicated that there were no opportunities for wind at 120 metre turbine height scale. Last Updated: 22-Oct-2019							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
4.1.1.6 (CP) Agreement of a strategy for fleet conversion, away from diesel and petrol vehicles, for the medium and longer-term	Barry Wilkinson - Highways Network Manager	In Progress	01-Apr-2019	31-Mar-2020	20.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: We are currently in the process of analysing data collected in order to identify our own Fleet that can utilise an alternative fuel source. Informal discussion with suppliers and stakeholder have taken place to gain an understanding of the marketplace and options to move forward. Last Updated: 18-Apr-2020							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
4.1.1.7 (CP) Developing a local plan to meet the need access to E- charging points across the county network	Anthony Stanford - Highways Strategy Manager	In Progress	01-Apr-2019	31-Mar-2020	80.00%	 GREEN	 GREEN

ACTION PROGRESS COMMENTS:

We are working closely with Welsh Government, specialist consultants and Scottish Power Energy Networks in identifying strategic locations across the County where a business case exists for the implementation of electric vehicle charging infrastructure. In December 2019, Cabinet approved the Councils proposal to bid for Office for Low Emission Vehicles (OLEV) funding in order to accelerate the implantation of the eight immediate priority sites identified as a result of the recent Leader Study. The report recognises the importance of developing a regional approach to standardise the provision and management of charging infrastructure, for which the Council are currently in the process of developing a framework for which other Local Authorities can utilise. As a result of Cabinet approval, an application for funding was submitted in January of this year for which the outcome is expected to be known within the coming weeks. Whilst not for purposes of publically accessible charging, the Council submitted a further application under the Ultra-Low Emission Vehicle Transformation Fund for the introduction of 10 Electric Vans, 10 e-bikes, 1 electric sweeper and associated charging infrastructure (which included x20 vehicle charge points and x10 e-bike charge points) to be installed at the Councils Buckley Standard depot. The proposed infrastructure will form part of the wider depot improvement works and will be powered utilising the Councils own energy supplied by the nearby solar farm. Provision of this funding will provide the foundations required to expand the Councils fleet of electric vehicles, greatly contributing to the Councils vision of an 'all electric' fleet. Information on the outcome of bids have been held up due to the current emergency.



Last Updated: 22-Jun-2020



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
4.1.1.8 (CP) Completion of the Council's Leader Project to identify commercially viable sites enabling private sector uptake	Anthony Stanford - Highways Strategy Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN



ACTION PROGRESS COMMENTS:



Report now complete which has identified strategic locations across the County where the implementation of electric vehicle charging points is deemed viable. The report recommends type of charging units, associated operational models and also costs associated with the required upgrade of existing infrastructure which will assist with future grant applications. Although the aims of the Leader project are predominantly focused to rural areas, the study does cover the entire County. In December 2019, Cabinet approved the Councils proposal to bid for OLEV funding in order to accelerate the implantation of the eight immediate priority sites identified as a result of the recent Leader Study. As a result, an application for funding was submitted in January of this year for which the outcome is expected to be known within the coming weeks.



Last Updated: 15-Apr-2020



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
4.1.1.9 (CP) Approval of the Council's Strategy to act as an enabler rather than a direct provider for electric charging infrastructure	Anthony Stanford - Highways Strategy Manager	In Progress	01-Apr-2019	31-Mar-2021	90.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: Following the identification of commercially viable sites, we will bid to Welsh Government to upgrade the existing electricity network for which can then be offered to the Private sector for uptake. This approach will protect the Authority against the risk of outdated infrastructure within a rapidly advancing market and will ensure the costs of on-going maintenance are not carried by the Council. In December 2019, Cabinet approved the Councils proposal to bid for funding in order to accelerate the implementation of the eight immediate priority sites identified as a result of the recent Leader Study. As a result, an application for funding was submitted in January of this year for which the outcome is expected to be known within the coming weeks. If successful, the sites will be offered to the external market for purposes of management with an aim to standardise the provision and management of charging infrastructure both within County and across the region. Last Updated: 15-Apr-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
4.1.1.10 (CP) Identification of commercially viable sites for the introduction of appropriate charging infrastructure	Anthony Stanford - Highways Strategy Manager	Completed	01-Apr-2019	31-Dec-2019	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: We are working closely with Welsh Government, specialist consultants and Scottish Power Energy Networks in identifying strategic locations across the County where a business case exists for the implementation of electric vehicle charging infrastructure. This will then allow the Authority to bid for funding to upgrade the existing electricity supply to allow private sector uptake in line with the Councils strategy to act as an enabler. In December 2019, Cabinet approved the Councils proposal to bid for Office of Low Emission Vehicles (OLEV) funding in order to accelerate the implantation of the eight immediate priority sites identified as a result of the recent Leader Study. As a result of Cabinet approval, an application for funding was submitted in January of this year for which the outcome is expected to be known within the coming weeks. Whilst not for purposes of publically accessible charging, the Council submitted a further application under the Ultra-Low Emission Vehicle Transformation Fund for the introduction of 10 Electric Vans, 10 e-bikes, 1 electric sweeper and associated charging infrastructure (which included x20 vehicle charge points and x10 e-bike charge points) to be installed at the Councils Buckley Standard depot. The proposed infrastructure will form part of the wider depot improvement works and will be powered utilising the Councils own energy supplied by the nearby solar farm. Provision of this funding will provide the foundations required to expand the Councils fleet of electric vehicles, greatly contributing to the Councils vision of an 'all electric' fleet. Last Updated: 15-Apr-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
4.1.1.11 (CP) The adoption of a strategy to reduce the Council's reliance on single use plastics	Andrew Farrow - Chief Officer - Planning, Environment and Economy	In Progress	01-Apr-2019	31-Mar-2020	25.00%	 AMBER	 GREEN
<p>ACTION PROGRESS COMMENTS: The Council's response to climate change and the requirements of Welsh Government for the public sector to be carbon neutral by 2030 was endorsed by Cabinet on 17th Dec 2019. They supported the revision of our existing Carbon Reduction Strategy which will, in turn, be supported by a series of Action Plans, including one for reducing our reliance on single use plastics. Cabinet approval was given to establish an officer task force group that would and the terms of reference for the group were due to be set out in quarter four, however the impact of the COVID-19 pandemic has impacted on the time available to move forward with the task group. Last Updated: 17-Apr-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
P R O G R E S S I O N S 1.2.1 (CP) Revise the Waste Management strategy for the medium-term with aims, objectives and targets	Ruth Cartwright - Regulatory Services Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: The Council are set recycling targets by Welsh Government. Operating to the current waste management strategy, Flintshire are achieving these targets in advance of statutory timescales. Welsh Government have suggested that targets will be increased in the future which would make achieving them difficult with the current services provided. Therefore, there was a need to review the current waste management strategy. A public consultation was undertaken between September 2019 and October 2019 to gauge public opinion on the current recycling and waste collection service and to consider alternative delivery model options. The outcome of the consultation was presented to the Councils Cabinet Committee on the 17th December with a recommendation to revise the current waste collection strategy to provide a more robust enforcement approach to those residents who do not recycle and to improve education and understanding on what can be recycled. Last Updated: 24-Jan-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
4.1.2.2 (CP) Parc Adfer opened on time and to operational requirements with the diversion of regional and local non-recyclable domestic waste to the new facility	Ruth Cartwright - Regulatory Services Manager	Completed	01-Apr-2019	31-Dec-2019	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: Parc Adfer began accepting regional and local non-recyclable waste from the 27 August 2019. Last Updated: 22-Jan-2020							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
4.1.2.3 (CP) The development and implementation of an education programme to promote behavioural change	Ruth Cartwright - Regulatory Services Manager	In Progress	01-Apr-2019	31-Mar-2020	80.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: The development of a multi-regional education suite is being undertaken at Parc Adfer to educate and inform schools and communities on recycling and waste processes with the aim to influence change. The education suite is now complete and work has begun on developing educational materials to utilise at the facility. This piece of work is being developed jointly with colleagues in education. The development of an education/informative campaign for Flintshire residents is being developed following feedback from the public consultation undertaken in 2019. Increased communications and information has been released to Flintshire residents on waste and recycling during the national pandemic. Development of the education programme has been suspended due to school closures and the impact of the current emergency. Last Updated: 22-Jun-2020							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
4.1.2.4 (CP) Achievement of Parc Adfer Commissioning / Environmental permit award	Ruth Cartwright - Regulatory Services Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: Parc Adfer was awarded its environmental permit in October 2015, by Natural Resources Wales, with a permit variation approved in March 2018. The site began accepting non-recyclable waste on 27th August 2019 and achieved commissioned status on 20th December 2019. Last Updated: 22-Jan-2020							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
4.1.3.1 (CP) Effective management of our natural environment and accessible green space networks to deliver health, well-being and resilience goals	Tom Woodall - Access and Natural Environment Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: A New Park run at Greenfield Valley has been established. The litter picking hub at Greenfield was officially launched in partnership with Tesco. We completed the long forest projects in Flintshire, which amounted to the planting of 6,000 hedgerow plants. Needle clearance and scrub clearance completed around the Rock, Connahs Quay in an attempt to open up the area, making it less attractive to anti-social behaviour. Wales Coast Path management NRW grant completed to include a way marking project completed at Greenfield Dock. Hedge laying and pond works have been completed at Llwyni, Connah's Quay. A new bench has been installed at Etna Country Park. Tree clearing and planting project completed at Coed Talon. New 2020 event booklets have been produced for Wepre and Greenfield Valley with new online booking system. Access team have resolved 85 path issues over the quarter and a total of 436 over the year, with 50 new kissing gates installed Last Updated: 17-Apr-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
4.1.3.2 (CP) Protecting the resilience of our natural environment by increasing the biodiversity value of council owned or managed land	Tom Woodall - Access and Natural Environment Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: We have continued to coordinate the regional nature partnership and a number of partnership projects which support improved use of green spaces. In addition we have continued to coordinate volunteer wildlife recording groups including Sand Lizard and Dormouse monitoring. Section 6 of the Biodiversity Duty Plan Report is complete for 2019: 67% of actions have been either completed or good progress has been made. The tree planting programme has continued with an additional 583 trees planted this winter to date and further planned this winter season. A wildflower campaign has been initiated working with Streetscene, key objectives include reduced mowing regimes, establishing trial perennial wildflower verges and improving management at wildflower rich verges. Last Updated: 17-Apr-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
4.1.4.1 (CP) The success of measures to protect the built and environmental assets through the LDP process	Adrian Walters - Team Leader	In Progress	01-Apr-2019	31-Mar-2020	30.00%	 AMBER	 AMBER

ACTION PROGRESS COMMENTS:

The policies in the Deposit Local Development Plan (LDP) cannot be afforded weight in the determination of planning applications until the Plan is adopted. Once adopted, this indicator and the policies will be monitored as to their effectiveness over the remaining Plan period i.e. up to 2030. However, the consultation representations received on the relevant policies in the Deposit LDP has not indicated that there is any fundamental deficiency with the policies or conflict with national planning guidance, and have not attracted objection from Welsh Government. The built and natural environment policies are therefore likely to remain largely intact through the examination of the LDP with possible minor policy wording changes only. The team have been processing consultation responses and the position remains that there have been no fundamental deficiencies with the policies



Last Updated: 21-Apr-2020

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
4.1.4.2 (CP) The publication of policies and proposals within the Deposit Plan to protect the built and natural environment	Adrian Walters - Team Leader	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN

ACTION PROGRESS COMMENTS:

The Local Development Plan (LDP) was placed on deposit for public consultation on 30 September 2019 for a six week period, having been approved by the Council at its respective meetings on 23 July 2019 and 11 September 2019.



Last Updated: 22-Oct-2019

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
4.2.1.1 (CP) The effective introduction of an in-house minibus service as an innovative and sustainable based transport scheme to meet need and demand	Ceri Hansom - Integrated Transport Unit Manager	In Progress	01-Apr-2019	31-Mar-2020	70.00%	 GREEN	 AMBER

ACTION PROGRESS COMMENTS:

The Council has obtained a Public Service Vehicle Operators licence and been successful in purchasing four, 16 seat wheelchair accessible, minibuses for the provision of an in-house transport service for providing small areas based Local Travel Arrangements. The minibuses purchased are now been utilised throughout the County under contract to operators, the next step is to recruit drivers to operate the vehicles in-house.



Last Updated: 16-Apr-2020

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
4.2.1.2 (CP) Development of area based appropriate and sustainable Local Travel Arrangements	Ceri Hansom - Integrated Transport Unit Manager	Ongoing	01-Apr-2019	31-Mar-2020	-	 GREEN	 GREEN

ACTION PROGRESS COMMENTS:

There are 10 Local Travel Arrangements in service which operate in one of four agreed geographical areas of the County. Following passenger monitoring it has been identified that areas with low passenger numbers may require an alternative transport service, such as demand responsive bus services, to operate sustainably. These options are being developed while the existing bus service still operate. Demand responsive transport has now been introduced within one area of the County (January 2020), monitoring of all local travel arrangements and demand responsive transport is required on an ongoing basis. The services have been suspended due to the restrictions on travel imposed during the current emergency.



Last Updated: 22-Jun-2020

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
4.2.2.1 (CP) The range, quality, reliability and frequency of services on the core bus network other through commercially viable services, partnership arrangements or contracted services	Ceri Hansom - Integrated Transport Unit Manager	In Progress	01-Apr-2019	31-Mar-2020	50.00%	 GREEN	 GREEN

ACTION PROGRESS COMMENTS:

The Council are working with local bus operators to develop Quality Bus partnerships along the core bus network, from Rhyl to Chester, to ensure the quality of local bus services encourages increased passenger numbers. The Quality Partnership will deliver integrated ticketing, improved infrastructure (bus stops/highway network) and reliability of services. The current contacted and commercial bus service will be included in future Quality Partnership considerations.



Last Updated: 16-Apr-2020



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
4.2.3.1 (CP) Maintaining the infrastructure on the highway network to ensure the resilience, efficiency and reliability of road transport	Sam Tulley - Road Space Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN



ACTION PROGRESS COMMENTS:

Following the negative impact of the 2018/19 winter period, pothole repairs have been undertaken throughout the County to ensure that the Highway Network is in a safe condition for the travelling public. Additional resources were contracted during May and June to prioritise the roads in need of repair and improve the overall condition of the network. Following the 2019/20 winter period condition surveys have been undertaken to establish a preventative maintenance programme for the forthcoming financial year.


Last Updated: 17-Apr-2020


ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
4.2.3.2 (CP) Delivery of the annual Highways Asset Management Plan	Sam Tulley - Road Space Manager	In Progress	01-Apr-2019	31-Mar-2020	95.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS:</p> <p>The capital made available for Highway infrastructure maintenance programmes has been allocated. Those monies remain below the level of funding required to maintain a Steady State in the condition of the road network. Streetscene & Transportation ensure that available funding is allocated appropriately, and ensure best value for the expenditure to maintain the highway network. Highways Asset Management Plan (HAMP) schemes are underway as follows.</p> <ul style="list-style-type: none"> • Resurfacing - Programme of schemes progressing 22 sites completed with 3 sites outstanding- expected completion 31/03/2020. • Surface Dressing – Completed; Patching – Complete. • Undertake condition surveys to produce the annual resurfacing programme by March 2020 – Complete – The delivery of the programme will be subject to national guidance in relation to advice and guidance from UK Government, Welsh Government and public health bodies regarding the spread of the COVID-19. • Undertake post completion inspections of utility work by March 2020 - Complete Priority is given to the areas of the network that require the investment whilst considering the local infrastructure. There has been a delay in the complete of the resurfacing programme, following advice and guidance from UK Government, Welsh Government and public health bodies regarding the spread of the COVID-19. <p>Last Updated: 17-Apr-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
4.2.4.1 (CP) Meeting the statutory requirements of the Active Travel Act measured by the spend on projects	Anthony Stanford - Highways Strategy Manager	In Progress	01-Apr-2019	31-Mar-2020	90.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS:</p> <p>The introduction and development of Active Travel infrastructure is at the heart of all transport improvements for which the Authorities approved Integrated Network Map acts as a forward works programme. Active Travel links have now been provided to every business on the Deeside industrial Park, thus providing sustainable access and improved journey times to a major centre of employment. A package of local improvements has also been developed to improve walking and cycling links through the Greenfield Valley to link Holywell with the coast which is scheduled to be delivered over a three year phased programme In May 2019, Cabinet approved the progression of the Mold to Broughton Cycle scheme as the Councils Strategic application under the Welsh Government Active Travel fund for the forthcoming 2020/21 financial year. The scheme also forms an integral part of the Councils Integrated Transport Strategy that received Cabinet approval in February 2020. As a result, an application for funding was submitted in February of this year for which the outcome is expected to be known within the coming weeks.</p> <p>Last Updated: 15-Apr-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
4.2.4.2 (CP) Submission of annual report on active travel development across all portfolios to Welsh Government	Anthony Stanford - Highways Strategy Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: Annual report submitted to Welsh Government in September of this year. Last Updated: 31-Oct-2019							

Performance Indicators

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP4.1.2M01 (PAM/030) Percentage of waste reused, recycled or composted	70.23	67.84	↓	70	 AMBER
<p>Lead Officer: Ruth Cartwright - Regulatory Services Manager Reporting Officer: Gabrielle Povey - Recycling and Compliance Officer Progress Comment: Unverified data -not uploaded onto Waste Data Flow. Seasonal fluctuations including no garden waste collections Mid December - March and service suspended in March 2020 due to the current emergency Last Updated: 17-Apr-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP4.1.2M02 Average recycling rate across all HRC sites	77.37	82.1	↑	80	 GREEN
<p>Lead Officer: Ruth Cartwright - Regulatory Services Manager Reporting Officer: Gabrielle Povey - Recycling and Compliance Officer Progress Comment: Unverified data - slight delay in March Data due to COVID-19. Overall increase in materials into site, including mattresses and carpets. Last Updated: 17-Apr-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP4.2.1M01 Provide Local Travel Arrangements in geographical areas of the County	New Measure	8	N/A	4	 GREEN

Lead Officer: Anthony Stanford - Highways Strategy Manager

Reporting Officer: Ceri Hansom - Integrated Transport Unit Manager

Aspirational Target:

Progress Comment: Work has been carried out to review the local travel arrangements in place. There are now 8 Local Travel Arrangements as follows:

LT8 – Caergwrle - Hope - Higher Kinnerton - Broughton

CT3 – Northop Hall - Connah's Quay

CT6 – Cymau - Broughton

LT1 – Holywell – Lixwm – Rhos Y –Cae

LT2 – Holywell – Caerwys

LT3 – Holywell to Greenfield

LT4 – Buckley

LT7 – Mold - Treuddyn - Caergwrle - Hope

Local travel arrangements which were not well utilised and patronage was significantly low have been removed. Two travel arrangements (LT5 & 6) were identified and replaced with Demand Responsive Transport. A new bus service operating along the core bus network has also been introduced January 2020. A review of the local travel arrangements in Holywell in due to be undertaken in April with a view to remove the services with lower patronage and replace the services with Demand Responsive Transport.

Last Updated: 16-Apr-2020


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP4.2.2M01 The number of Quality Bus Partnerships along Core Network	New Measure	0	N/A	2	 RED


Lead Officer: Anthony Stanford - Highways Strategy Manager


Reporting Officer: Ian Bushell - Technical and Performance Manager


Progress Comment: This work has been challenging due to the innovative nature of the proposals and concerns from operators, which have taken time to deal with. There has been good engagement with the bus operators. The first agreement would have been signed early in the new financial new year. The arrangements have recently been further complicated by the on-going emergency situation, as bus operators have become more concerned about their future viability and less inclined to sign- long term agreements.

Last Updated: 17-Apr-2020




KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP4.2.3M01 (PAM/020) Percentage of A roads in overall poor condition	1.65	2.15	↓	2	 AMBER
<p>Lead Officer: Barry Wilkinson - Highways Network Manager Reporting Officer: Sam Tulley - Road Space Manager Progress Comment: Welsh Government (WG) Scanner Data received in September 2019 shows an increase in the length of roads deemed to be in a poor conditions. This was anticipated and is a result of the annual level of investment in the highway network being below the level required to maintain a steady state. However, national data continues to show that the roads within Flintshire have the lowest proportion in poor condition. Last Updated: 21-Apr-2020</p>					




KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP4.2.3M02 (PAM/021) Percentage of B roads in overall poor condition	1.39	1.82	↓	3	 GREEN
<p>Lead Officer: Barry Wilkinson - Highways Network Manager Reporting Officer: Sam Tulley - Road Space Manager Progress Comment: WG Scanner Data received in September 2019 shows an increase in the length of roads deemed to be in a poor conditions. This was anticipated and is a result of the annual level of investment in the highway network being below the level required to maintain a steady state. However, national data continues to show that the roads within Flintshire have the lowest proportion in poor condition. Last Updated: 21-Apr-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP4.2.3M03 (PAM/022) Percentage of C roads in overall poor condition	5.76	4.95	↑	7	 GREEN
<p>Lead Officer: Barry Wilkinson - Highways Network Manager Reporting Officer: Sam Tulley - Road Space Manager Progress Comment: WG Scanner Data received in September 2019 shows a marginal decrease in the length of 'C' roads deemed to be in a poor conditions. This is a result of the focused maintenance on the network in 2019. However, national data continues to show the roads within Flintshire have the lowest proportion in poor condition. Last Updated: 21-Apr-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP4.2.3M04 Undertake post completion inspections of utility works	90.57	98.19	↑	90	
<p>Lead Officer: Barry Wilkinson - Highways Network Manager Reporting Officer: Sam Tulley - Road Space Manager Progress Comment: Utility companies (such as Welsh Water, BT or Scottish Power) carry out excavation works on the public highway, the repairs to the road are guaranteed by the Utility Company for a period of 2 years. Every Highway Authority is required to inspect 10% of all repairs before the end of this guarantee period, but FCC inspect more than required to promote best practice and avoid future costs. If any defects are identified during the inspection the Utility are required to carry out the required remedial works, preventing the Authority from being burdened with the future repair costs. Inspections are allocated on a weekly basis, and therefore in order to provide a meaningful and reflective report, the data provided for quarter four are inspections generated in quarter three. Last Updated: 17-Apr-2020</p>					

Risks

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Reduction of the Single Environment Grant	Tom Woodall - Access and Natural Environment Manager	Lynne Fensome - Management and Support Manager				Closed
<p>Potential Effect: Income targets not met Potential reduction could impact staffing resource to maintain service delivery</p> <p>Management Controls: Raised as a pressure for 2017/18.</p> <p>Progress Comment: The grant ceased to exist in 18/19 and was replaced but the competitive Enabling Nature Grant. An application was made but was unsuccessful, therefore the shortfall in funding from the Single Environment Grant is having to be found from service budgets.</p> <p>Last Updated: 04-Nov-2019</p>						

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Funding will not be secured for priority flood alleviation schemes	Ruairi Barry - Senior Engineer	Lynne Fensome - Management and Support Manager				Open
<p>Potential Effect: Flooding of homes and businesses across the county. Potential homelessness.</p> <p>Management Controls: Review our approach to funding capital projects.</p> <p>Progress Comment: Under the Land Drainage Act 1991, the Council as Lead Local Flood Authority has powers available but is not compelled to undertake flood alleviation works. Flood alleviation schemes are considered in accordance with defined national protocols (based on the Five Case Business Model Approach) in order to be included in Welsh Government's 'Pipeline Programme' which can provide Flood Defence Grant in Aid funding at 85% match funding. At present Flintshire Council have no active schemes in the national programme. Several local sites have been identified with potential for viable flood alleviation schemes. Dedicated resource isolated from delivering statutory legislative Flood Coastal Erosion Risk Management (FCERM) duties is required within the Team to develop these local flood risk sites into schemes for consideration for inclusion into Welsh Government's 'Pipeline Programme'. A Team structure review in quarter one of 2020/21 will seek opportunities to address this. Welsh Government have noted the decline in schemes and are considering implementing measures to support Local Authorities, including regional dedicated 'Project Managers' to facilitate scheme delivery on behalf of local FCERM clients. Recruitment into the team was planned for quarter four but has been put on hold in response to the pandemic.</p> <p>Last Updated: 23-Jun-2020</p>						

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Insufficient funding to ensure our highways infrastructure remains safe and capable of supporting economic growth	Barry Wilkinson - Highways Network Manager	Ruth Cartwright - Regulatory Services Manager				Open

Potential Effect: Deterioration of the condition of highways in Flintshire.


Management Controls: Focussed investment through the funding of schemes that maintain or reduce the pace of deterioration of the condition of the main highway infrastructure.

Road Safety Scheme identification for improvement to routes through available funding.

Maximise funding received through the quality of the bid submission by aligning submissions to follow successful bid model techniques.

Progress Comment: The funding provided for the highway infrastructure maintenance programmes has been allocated and will be spent by the end of the financial year, however the delivery of some of the final schemes were impacted by COVID-19 and will be completed once restrictions and resources allow. The annual funding remained below the level of funding required to maintain a Steady State in the condition of the road network, which would need to be more than £2.7m per annum. Streetscene & Transportation agree strategies for investment in highway asset groups, and ensure improved highway asset management and best value for highways investment is achieved. Condition surveys are undertaken and reviewed annually to produce the annual resurfacing programme for the next financial year. Priority is given to the areas of the network that require the investment whilst considering the local infrastructure, and this will continue whilst being mindful of the impact of COVID-19 on the deliverability of the schemes during the summer season, which is the best time of year for the works to be carried out.

Last Updated: 18-Apr-2020




RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Sufficient funding will not be found to continue to provide subsidised bus services.	Ceri Hansom - Integrated Transport Unit Manager	Anthony Stanford - Highways Strategy Manager				Open




Potential Effect: Decrease in bus services to residents, particularly in rural areas

Management Controls: Develop services so that they become more commercially viable




Progress Comment: The bus subsidy is now complete with 10 Local Travel arrangements in place. A review of the local travel arrangements is now taking place and alternative solutions have been recommended where utilisation and patronage on arrangements is particularly low. This will allow the routes to be sustainable going forward.




Last Updated: 16-Apr-2020

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Supply chain resilience of transport providers	Ceri Hansom - Integrated Transport Unit Manager	Anthony Stanford - Highways Strategy Manager				Open
<p>Potential Effect: Transport services cannot be provided</p> <p>Management Controls: i) Management of safety compliance checks. ii) Management of financially compliant contracts</p> <p>Progress Comment: Control measures have been put in place to mitigate against another major transport services provider going into administration or not able to meet the required operating standards. New processes have been established and officers are carrying out both safety compliance checks and also finance compliance checks on contractors. Due to the current emergency situation the risks to suppliers have increased. Action has been taken by Welsh Government and local authorities to mitigate the risk by providing a financial support package to the industry. The risk will escalate in the event that financial support is withdrawn.</p> <p>Last Updated: 16-Apr-2020</p>						

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Adverse weather conditions on the highway network	Barry Wilkinson - Highways Network Manager					Open
<p>Potential Effect: Increase in cost to future planned repairs as network deteriorates beyond that can be rectified by planned maintenance Increase in insurance claims.</p> <p>Management Controls: Targeting funding on those schemes that maintain or reduce the pace of deterioration of the condition of the main highway infrastructure.</p> <p>Progress Comment: During the Summer of 2019, pothole repairs were undertaken in a countywide programme of patching to ensure that the Highway Network is in a safe condition for the travelling public.</p> <p>Repairing the Council's roads is a priority for the service and Area Coordinators continue to identify safety defects on the network, and prioritise the roads in need of repair. This response to defect repair is delivery through the in-house Streetscene & Transportation Service Delivery teams.</p> <p>Last Updated: 18-Apr-2020</p>						



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RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Lack of community support for transport options	Ceri Hansom - Integrated Transport Unit Manager	Ruth Cartwright - Regulatory Services Manager				Open
<p>Potential Effect: i) Planned programme of community transport hubs not delivered. ii) Decreased passenger numbers on bus services. iii) Increase in individual car usage.</p> <p>Management Controls: Officer appointed to work full time on the Community Transport / Local Travel arrangement project. Review of schemes to be undertaken 2019/2020</p> <p>Progress Comment: An officer has been appointed in October 2019 to review local travel arrangements implemented and develop work with demand responsive transport. Following a review of services where patronage is low, from January 2020, two local transport arrangements have been replaced with a demand responsive transport arrangement. Further work is ongoing with local communities and operators to review local travel arrangements throughout the County.</p> <p>Last Updated: 16-Apr-2020</p>						



RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Public acceptance and support for recycling and re-use	Ruth Cartwright - Regulatory Services Manager					Open
<p>Potential Effect: Increased financial pressure to pay for disposal of residual waste. Failure to meet Welsh Government statutory recycling/re-use/composting targets.</p> <p>Management Controls: Continued public engagement with Flintshire residents to educate on waste management issues. Monitoring of resident recycling participation rates. The use of enforcement to ensure compliance with recycling collection requirements.</p> <p>Progress Comment: The Council has achieved the statutory recycling target for 2024-5. The Council recently consulted with residents on the future of the collection service. Almost 9000 responses were received clearly showing that residents are engaged and value the current service. Feedback received will be used to target education campaigns to improve understanding and engagement. The Christmas waste campaign was well received by residents and Members. Ongoing engagement through the month of March (via email/press/website) to update residents on changes to waste service in light of the coronavirus pandemic.</p> <p>Last Updated: 14-Apr-2020</p>						



Safe and Clean Council



Actions



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
5.1.1.1 (CP) Achievement against the actions of the Regional Community Safety Plan and the Flintshire Well-Being Plan	Sian Jones - Public Protection Manager - Community and Business	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: The People are Safe Board has undertaken a review of performance in quarter one and quarter two and all actions are on track. Members of the Board attended Corporate Resources Overview and Scrutiny Committee (CROSC) in September 2019 to present the current work plan and reflect upon the work that had taken place over the last 12 months. The Plan was supported and endorsed by CROSC. The basis of the People are Safe Plan is derived from the North Wales Community Safety Plan and also through local intelligence and analysis. Achievements are also monitored through the Well-being Plan by the Public Services Board. During quarter three the North Wales Safer Communities Board reviewed all local Community Safety Partnership plans to seek assurance that they continued to deliver against strategic priorities. All plans (including Flintshire's) met this requirement. There has been no change in quarter four. Partners continue to work effectively together, and have met the requirements of the regional Plan. Last Updated: 17-Apr-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
5.1.1.2 (CP) The performance of North Wales Police in partnership with the Council as statutory Community Safety partners	Sian Jones - Public Protection Manager - Community and Business	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: Flintshire County Council and North Wales Police continue to work effectively together both as individual partner agencies and members of the Community Safety Partnership (whose work is discharged through the People are Safe Board) and the Public Services Board. Both have assumed lead roles in local fora such as the Community Demand Reduction Partnership which considers crime and anti-social behaviour drivers every month, and also through their work in the Multi Agency Risk Assessment Conferences (MARAC) also held monthly. MARACs review the safety of those who are at highest risk of harm from domestic abuse in the County. North Wales Police are also responsive to specific requests for assistance or support when requested by Flintshire County Council officers. Flintshire County Council and North Wales Police continue to contribute to the work of the wider Community Safety Partnership, and are active members of the People are Safe Board. The position remains the same as previous quarters. FCC and North Wales Police have an excellent working relationship at both a strategic and operational level. Last Updated: 17-Apr-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
5.1.1.3 (CP) Meeting our responsibilities under the Violence Against Women, Domestic Abuse and Sexual Violence (VAWDASV) programme	Sharon Carney - Lead HR Business Partner	In Progress	01-Apr-2019	31-Mar-2020	49.00%	 AMBER	 AMBER
<p>ACTION PROGRESS COMMENTS: At the time of writing this update, 49% of employees are recorded as having completed the first of the Violence Against Women and Domestic Abuse (VAWADA) Welsh Government e-learning modules. We will continue to encourage all employees to complete this module, and to find alternative methods of delivery, including tool box talks for front line employees. Last Updated: 21-May-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
5.1.2.1 (CP) Achievement against the actions and targets of the Corporate Safeguarding Action Plan	Fiona Mocko - Strategic Policies Advisor	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: The Corporate Safeguarding Policy has been updated to reflect the new All Wales Safeguarding Procedures. A Corporate Safeguarding e-Learning module is available and completion rates are monitored through the Corporate Safeguarding Panel. Two more theatre style safeguarding workshops have been delivered by AFTA Thought to early year providers. In addition, workshops on Prevent, Modern Slavery and County Lines have been delivered to employees and elected members. A new action plan for 2020/21 will be developed. Last Updated: 21-Apr-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
5.1.2.2 (CP) Corporate Safeguarding Policy reviewed and updated	Fiona Mocko - Strategic Policies Advisor	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: The Corporate Safeguarding Policy has been reviewed and updated to reflect changes in the All Wales Protection Procedures. The updated Corporate Safeguarding Policy was presented to the Corporate Safeguarding Panel and agreed at their meeting in March 2020. Last Updated: 21-Apr-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
5.1.3.1 (CP) Maintaining the percentage of broadly compliant establishments within the County for public protection	Helen O'Loughlin - Team Leader - Food Safety & Food Standards	Ongoing	01-Apr-2019	31-Mar-2020	-	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: National Indicator that is reported annually. The team carry out a planned programme of inspections throughout the year to ensure the percentage of compliant establishments remains at a consistently high percentage. However the team have been foremost in the Council response to the pandemic and planned inspection visits in quarter four have been postponed. Last Updated: 22-Apr-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
5.1.4.1 (CP) Performance against current performance standards for front-line Streetscene and Transportation	Barry Wilkinson - Highways Network Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: The Streetscene Standards have been agreed through a working group of elected members at the implementation of the service. These standards have been set as a minimum standard of service delivery to the county. The operations within Streetscene & Transportation continue to deliver these standards to the highest degree possible whilst responding to the prevailing demands. The standards of service delivery were significantly impacted during March 2020 due to COVID-19. Front-line service have been maintained wherever possible, however some services areas have had to be reduced and curtailed in line with National Government guidelines, and to redirect a diminished workforce to priority service areas. Last Updated: 18-Apr-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
5.1.4.2 (CP) Completion of a review and of performance standards for front-line Streetscene and Transportation Services	Katie Wilby - Transportation and Logistics Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: In July 2019, the Council's Cabinet approved the adoption of revised Streetscene service standards detailed, which included the additional service standards as a result of the portfolio changes. Last Updated: 18-Oct-2019</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
5.1.5.1 (CP) Levels of enforcement against our standards for car parking, litter and dog fouling	Vicky Plant - Support Services Manager	Ongoing	01-Apr-2019	31-Mar-2020	-	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: Flintshire County Council currently undertake Civil Parking Enforcement and Environmental Enforcement. Civil Parking is the issuing of Penalty Charge Notices, off street and on street. And Environmental Enforcement covers, Fly Tipping, Littering, Side Waste, Public Space Protection Order (PSPO), Dogs Control Orders including dog fouling and abandoned vehicles. The standards for enforcement are set out in the environmental enforcement policy. Services are restricted or suspended due to COVID-19 lockdown. Last Updated: 16-Apr-2020							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
5.1.5.2 (CP) Develop and implement five education programmes for environmental awareness	Vicky Plant - Support Services Manager	In Progress	01-Apr-2019	31-Mar-2020	65.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: Three educational programmes have taken place. Two programmes relate to specific hot spot area of side waste and fly tipping, these areas are Shotton and Queensferry. Residents have been educated by leaflet drops and door knocking face to face talks with officers from the Council and also local members. The programmes have included the installation of camera systems to record evidence and these have so far have proved to be a very successful deterrent and the areas are seeing an improvement in cleanliness. The third programme is the education and engagement of residents regarding dog fouling and dog control at specific locations across Flintshire. An educational campaign is being considered in relation to school visits and parking issues in school areas. The enforcement team has seen an increase in the complaints received about parking in school areas and feel it would be beneficial to provide some education and hands on engagement with pupils. During the month of February 2020, three further campaigns were carried out, two in Mold and one in Bagillt, all were letter drops regarding dog fouling. Engagement with residents was also carried out along with distribution of dog bags. Last Updated: 22-Jun-2020							


ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
5.1.5.3 (CP) Patrol Pay and Display Car parks and on street traffic restriction to ensure compliance, monitored via back office technology and reporting	Vicky Plant - Support Services Manager	Ongoing	01-Apr-2019	31-Mar-2020	-	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: Weekly rotas are produced to ensure that all of the public car parks and on street traffic restrictions are monitored on a consistent and regular basis. On street logs are produced for each officer via their hand held terminals and these can be crossed checked with rota details for further accuracy. The Civic Enforcement Officers' meet with the Administration and Enforcement manager at monthly one to one meetings. On street logs of officer work activity are reviewed at these meetings and form a basis of the cross checks. Enforcement officers are working to a restricted rota due to COVID-19 lockdown. Officers are still on duty and are supporting other service areas in need of further capacity. Last Updated: 16-Apr-2020							


ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
5.1.5.4 (CP) Ensure that all Pay and Display infrastructure is operational utilising back office technology and reporting	Vicky Plant - Support Services Manager	Ongoing	01-Apr-2019	31-Mar-2020	-	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: Daily checks are made on back office systems to ensure that all car parking machines are up and running and reporting any faults. If a fault does occur an email is sent from the machine to all the enforcement officers to update them. An officer in the area will then attend the machine to troubleshoot the problem. Any issues that cannot be resolved are then escalated to supervisor/manager level to see if they can resolve the issue. The final step would be to call out the Supplier if any issues cannot be resolved. Enforcement officers are working to a restricted rota due to COVID-19 lockdown. Officers are still on duty and are also supporting other service areas in need of further capacity. Last Updated: 16-Apr-2020</p>							


ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
5.1.5.5 (CP) Respond to, and monitor, environmental crime complaints (in line with Streetscene standards)	Vicky Plant - Support Services Manager	Ongoing	01-Apr-2019	31-Mar-2020	-	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: Streetscene standards for fly tipping require a completion within 24 hours. All incidents are emailed through to the Enforcement Officers via the Customer Contact Centre Customer Relationship Management (CRM) System. The officer will attend the fly tip and carry out an investigation. Following this the officer will send a return email to confirm that the item(s) are ready for collection. The Customer Contact Centre will then email the relevant Area Supervisor to arrange collection. Abandoned vehicles will follow a similar process but there is no 24 hour collection standard. In this instance the monitoring will be at the Officer discretion based on the nature of the incident. Both Fly Tipping and Abandoned vehicles are recorded by the Enforcement Team in a spreadsheet to show dates reported and dates visited. Enforcement officers are working to a restricted rota due to COVID-19 lockdown. Officers are still on duty and are also supporting other service areas in need of further capacity. Last Updated: 16-Apr-2020</p>							


ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
5.1.5.6 (CP) Ensure all Fixed Penalty Notices / Penalty Charge Notices are progressed to ensure ongoing compliance	Vicky Plant - Support Services Manager	Ongoing	01-Apr-2019	31-Mar-2020	-	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: For Penalty Charge Notice's (PCN's) the progression includes administrative processes that are carried out via the Partnership company Wales Penalty Processing Partnership (WPPP). To include taking payments, processing appeals, notice to owner, bailiff engagement and Traffic Penalty Tribunal. Fixed Penalty Notice's (FPN's) are logged internally by the Enforcement Team, non-payment within 14 days will instigate a reminder letter giving another seven days to make payment. Failure to pay in this period will result in a second reminder giving another seven days to make payment. Failure to pay in this window will result in Single Justice Procedure paperwork being issued and an attendance at court if pursued. The internal spreadsheet gives an up to date record of payments made and current timescales. Enforcement officers are working to a restricted rota due to COVID-19 lockdown. Officers are still on duty and are also supporting other service areas in need of further capacity. Last Updated: 16-Apr-2020</p>							


Performance Indicators

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP7.1.2M02 [SEP] Number of employees who complete the Corporate safeguarding e-learning modules	64	179	↑	150	 GREEN
<p>Lead Officer: Jane M Davies - Senior Manager, Safeguarding & Commissioning Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: The e-learning module was launched in September. 179 employees have completed it to date. Last Updated: 27-Apr-2020</p>					




KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP7.1.3M01 (PAM/023) Percentage of food establishments that meet food hygiene standards	97.9	98.1	↑	97	 GREEN
<p>Lead Officer: Helen O'Loughlin - Team Leader - Food Safety & Food Standards Reporting Officer: Helen O'Loughlin - Team Leader - Food Safety & Food Standards Progress Comment: Well managed team who continue to meet their targets and remain in the highest performing bracket in Wales.</p>					




KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP7.1.4M01 Achieve minimum level of agreed standards	85	85	↔	85	 GREEN
<p>Lead Officer: Barry Wilkinson - Highways Network Manager Reporting Officer: Barry Wilkinson - Highways Network Manager Progress Comment: The service are continues to deliver on the agreed standards whilst balancing the demands against the available resources. Last Updated: 18-Apr-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP7.1.5M01 Number of targeted environmental educational campaigns	New Measure	12	N/A	5	 GREEN
<p>Lead Officer: Ruth Cartwright - Regulatory Services Manager Reporting Officer: Vicky Plant - Support Services Manager Progress Comment: Three campaigns took place in February 2020. One in Bagillt and two in Mold. Letters were presented to residents along with dog bags and any issues noted and brought back to service area for action. Two other campaigns were carried out in Shotton and Queensferry regarding fly tipping, officer and councillors worked together issuing door to door advice and letter drop. An ongoing campaign is the continued education from officers when they patrol Public Space Protection Order sites. Officers engage with members of the public and issue advice and guidance relating to the relevant orders. Educational feedback is recorded. Last Updated: 17-Jun-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP7.1.5M02 Progress non-payment of all Penalty Charge Notice (PCN) / Fixed Penalty Notice (FPN).	New Measure	98.13	N/A	100	 AMBER
<p>Lead Officer: Ruth Cartwright - Regulatory Services Manager Reporting Officer: Vicky Plant - Support Services Manager Progress Comment: For the period Jan to March 2020, 967 Penalty Charge Notice's (PCN's) issued with 696 paid in full 202 outstanding and 69 closed for other reasons. There were nine Fixed Penalty Notice's (FPN's) issued, four withdrawn due to IT issues, one withdrawn due to officer error and four paid in full. Enforcement officers are working to a restricted rota due to COVID-19 lockdown. Officers are still on duty and are also supporting other service areas in need of further capacity. Management and supervisor working from home with limited availability to some software systems. Last Updated: 16-Jun-2020</p>					



Risks

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Increased demand on enforcement services with introduction of new legislation	Vicky Plant - Support Services Manager	Ruth Cartwright - Regulatory Services Manager				Open
<p>Potential Effect: Lack of resilience to respond to parking contraventions or environmental crimes. Increased environmental crimes resulting in deterioration of natural environment. Decreased highway safety.</p> <p>Management Controls: Review upcoming legislative changes. Improved time management of current enforcement team.</p> <p>Progress Comment: Management Control in terms of Improving the Time Management of the Officers. The rota was changed Spring 2018 to effectively change the conflict of crossover within the job roles and allow the continuity of patrol to be more time effective. The team numbers have also increased from four to eight, and flexible working hours have also been introduced. Management changes to the rota are reflected in service demand and issues as reported in specific areas by members of the public, school, councillors etc. Cabinet approval to employ two further enforcement officers with increase in workload.</p> <p>Last Updated: 17-Apr-2020</p>						

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Lack of public support for enforcement services	Vicky Plant - Support Services Manager	Ruth Cartwright - Regulatory Services Manager				Open
<p>Potential Effect: Lack of support for the enforcement services. Rescinding of enforcement action leading to lack of confidence in service. Abuse and aggression towards the enforcement team. Increased traffic contraventions and environmental crime occurrences.</p> <p>Management Controls: Improved engagement with public via education and engagement events. Improved understanding of what a parking or environmental crime is. Engagement with NWP via Chief Officer, monthly reports now being circulated and logging of all incidents reported by Enforcement Officers.</p> <p>Progress Comment: Ongoing Educational Campaigns have been progressed to provide residents with understanding on current legislation and the need to comply. Education takes place before the implementation of any new legislation introduced. Enforcement services fully operated by in-house team, focusing on education before enforcement.</p> <p>Last Updated: 17-Apr-2020</p>						

Connected Council



Actions

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
6.1.1.1 (CP) Achievement of the aims, objectives and targets for: The Holway, Holywell – community-led regeneration	Jane M Davies - Senior Manager, Safeguarding & Commissioning	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN

ACTION PROGRESS COMMENTS:

The community Hub refurbishment is now complete and the Housing Tenant Liaison Officer is working with key organisations to establish a rota when agencies will be present. Work has started on the Community Centre, to make alterations to the kitchen and install new kitchen units donated by one of our key contractors as part of the Community Asset commitment.



Last Updated: 16-Apr-2020

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
6.1.1.2 (CP) Achievement of the aims, objectives and targets for: Social Value – a social value framework to maximise local investment in communities	Niall Waller - Service Manager - Enterprise and Regeneration	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN

ACTION PROGRESS COMMENTS:

The Social Value Strategy was approved early in 2019 and sets out the ambitions for generating new social value from Council activities. A software system to record social value generated by suppliers and services has been procured. A development officer to support officers and suppliers has been recruited and is engaging services and supporting procurement activity.



Last Updated: 16-Apr-2020



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
6.1.1.3 (CP) Achievement of the aims, objectives and targets for: Social Prescribing – a model for participation by local people with improvements in personal well-being	Michael Jones - Planning and Development Officer	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN



ACTION PROGRESS COMMENTS:

The number of referrals from GPs to the Single Point of Access (SPOA) for a Social Prescribing response is increasing due to targeted activity. The support offered is in response to a discussion about “what matters” to the individual meaning that the responses are person centered and bespoke to the individuals' needs.

Last Updated: 21-Apr-2020

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
6.1.1.4 (CP) Achievement of the aims, objectives and targets for: Get Flintshire Moving – participation by local people with improvements in personal health	Neil Ayling - Chief Officer - Social Services	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: Let's Get Moving aims to develop opportunities for residents to be more active in their communities to achieve improvements in health and well-being. Work has been undertaken to encourage Council staff to be more active during the day through lunchtime walks, development and mapping of community walks, and working with Flintshire Public Services Board (PSB) organisations to support their workforce to move more and sit less. Activity in the year has included working with Cheshire Wildlife Trust on the Dee Coastliners project, with Greenfield Valley Board to increase use by the community, lunchtime walks for Council employees and the Active Colleges programme with Coleg Cambria. Last Updated: 16-Apr-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
6.1.1.2 (CP) Delivery of Aura Business Plan 2019/20	Colin Everett - Chief Executive	In Progress	01-Apr-2019	31-Mar-2020	75.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: Aura has performing well against its annual and medium-term business plan aims, objectives and targets. Regular reports have been made to the Aura Board and to the Partnership Board with the Council. Periodic reports have been made to Overview and Scrutiny. A report was made to Cabinet in January 2020 on the renewal of the service contract with Aura for years four and five (from 1 September 2020). The 2020/21 business plan will be presented to both Cabinet and Overview and Scrutiny when committee meetings have returned to normal. Last Updated: 23-Apr-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
6.1.3.1 (CP) Adopting a Social Value Framework with an action plan with aims, objectives and targets, to make progressive impact on the value of monetary and non-monetary investment by contractors and suppliers, the geographic spread of investment across communities, and the social policy priorities of the Council and its partners.	Niall Waller - Service Manager - Enterprise and Regeneration	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN

ACTION PROGRESS COMMENTS:

The Social Value Strategy was approved Spring 2019 and sets out the ambitions for generating new social value from Council activities. A software system to record social value generated by suppliers and services has been procured. A development officer to support officers and suppliers has been recruited.



Last Updated: 16-Apr-2020

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
6.2.1.1 (CP) A seamless and successful transition to an Integrated Contact Centre	Rebecca Jones - Customer Services and Registration Manager	Completed	01-Apr-2019	31-Dec-2019	100.00%	 GREEN	 GREEN

ACTION PROGRESS COMMENTS:

Housing and Streetscene Contact Centres amalgamated on 7 August, 2019. The single Contact Centre is now based at Ty Dewi Sant, Ewloe.



Last Updated: 22-Jan-2020



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
6.2.1.2 (CP) Improvements in customer service response and resolution times	Rebecca Jones - Customer Services and Registration Manager	Ongoing	01-Apr-2019	31-Mar-2020	-	 GREEN	 GREEN



ACTION PROGRESS COMMENTS:

Performance against our published response times remains good with an average of 83% of complaints responded to within 10 working days. Performance fell in March due to the national emergency with a number of complaints taking longer than 10 working days to respond to.


Last Updated: 16-Apr-2020


ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
6.2.1.3 (CP) Extension of the range of digitised services in Social Services, Education and Revenues and Benefits	Rebecca Jones - Customer Services and Registration Manager	Ongoing	01-Apr-2019	31-Mar-2020	-	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: The number of residents signing up to My Account continues to grow and now stands at 10,943. Each new service area made available through the website is linked to My Account so that residents need only sign in once. The next service area to be digitised will be Revenues and Benefits. Thereafter the intention is to renew the payment portal which will improve the look and feel for residents making digital payments. The delayed direct debit module will be added late in quarter one though, given the problems experienced with the initial release, there will be a substantial test period to ensure that all aspects are functioning correctly. Last Updated: 16-Apr-2020</p>							


ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
6.2.2.1 (CP) Meeting the aims, objectives and targets of the adopted Strategy	Rebecca Jones - Customer Services and Registration Manager	Ongoing	01-Apr-2019	31-Mar-2020	-	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: The range of service areas available over the website continues to grow in line with the project plan. Work has commenced on improving access to broadband via the LFFN (Local Full Fibre Network Project). Significant investment is being made (via Welsh Government grant) in improving Wi-Fi connectivity within schools. Key technologies are being replaced so that the Council IT systems are secure (e.g. Windows 7 has now been wholly replaced). Gov.roam has been put in place which enables all our employees and public sector partners to log in to network systems as though they were in their own premises which facilitates remote/mobile working and the co-location of employees. Last Updated: 16-Apr-2020</p>							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
6.2.2.2 (CP) Meeting the set customer standards	Rebecca Jones - Customer Services and Registration Manager	Ongoing	01-Apr-2019	31-Mar-2020	-	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: The volume and nature of enquiries through Connects Centres continues to grow (and is reported on separately in more detail). Performance within the combined contact centre continues to improve and the percentage of calls answered remains at just over 90% for the third consecutive month. The percentage of calls answered within 30 seconds has increased slightly to 66%, with 58% of calls being answered within 15 seconds. Average call waiting time has reduced to just under a minute, there is a decrease in the number of calls abandoned (to 7%) and this is likely to be a result of the decrease in number of calls offered. Last Updated: 16-Apr-2020</p>							

Performance Indicators

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP1.1.3M01 / CP5.1.1M01 (SS010) The number of people who access the social prescribing / 3rd sector service through the Single Point of access.	282	451	↑	290	 GREEN
<p>Lead Officer: Susie Lunt - Senior Manager, Integrated Services and Lead Adults Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: Activity in social prescribing is measured at two points in the year; two social prescribing officers worked with 249 individuals between October and March, bringing the annual total to 451. Last Updated: 15-Jun-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP5.1.1M02 Number of partner services accessed by residents via the new Holway Hub	New Measure	No Data	N/A	Baseline Year	
<p>Lead Officer: Jane M Davies - Senior Manager, Safeguarding & Commissioning Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: Data is not yet available for this measure. Last Updated: 21-Apr-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP5.1.1M03 Resident involvement in community activities as a measure of vibrancy	New Measure	2	N/A	Baseline Year	 GREEN
<p>Lead Officer: Jane M Davies - Senior Manager, Safeguarding & Commissioning Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: Two residents have been helping us to engage with the over 50's through a number of activities. Numbers at each event have been very low, but we hope that they will improve if the activities are regular. Last Updated: 27-Apr-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP5.1.3M01 Calculated monetary value* of total investment in Flintshire by contractors and suppliers	New Measure	No Data	N/A	Baseline Year	
Lead Officer: Niall Waller - Service Manager - Enterprise and Regeneration Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: Baseline year - The monitoring software is not available at this time to produce the figures needed for this measure. Last Updated: 03-Jun-2020					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP5.1.3M02 Calculated monetary value* of investment by social policy priority area	New Measure	No Data	N/A	Baseline Year	
Lead Officer: Niall Waller - Service Manager - Enterprise and Regeneration Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: The monitoring software is not available at this time to produce the figures needed for this measure. Last Updated: 03-Jun-2020					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP5.1.3M03 Calculated monetary value* of investment by geographic area across Flintshire	New Measure	No Data	N/A	Baseline Year	
Lead Officer: Niall Waller - Service Manager - Enterprise and Regeneration Reporting Officer: Jacque Slee - Team Manager Performance Progress Comment: The monitoring software is not available at this time to produce the figures needed for this measure. Last Updated: 03-Jun-2020					


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KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP5.2.1M01 Call abandonment rate for a combined Housing and Streetscene Contact Centre	32.00	10.97	↑	15	 GREEN
<p>Lead Officer: Rebecca Jones - Customer Services and Registration Manager Reporting Officer: Rebecca Jones - Customer Services and Registration Manager Progress Comment: There was significant improvement in call handling during the year with the overall abandonment rate of calls falling to 10.97% exceeding the target. This is positive considering the abandonment rate was 32% the previous year. Last Updated: 15-Apr-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP5.2.1M02 Call answering rate for a combined Housing and Streetscene Contact Centre	New Measure	87.81	N/A	Baseline Year	 GREEN
<p>Lead Officer: Rebecca Jones - Customer Services and Registration Manager Reporting Officer: Rebecca Jones - Customer Services and Registration Manager Progress Comment: Following the merging of two teams (Housing and Streetscene Contact Centres) in August 2019, the call answering rate for 2019/20 was 87.81%. The team will look to further improve performance in 2020/21 to ensure customers can access services without delay. Last Updated: 15-Apr-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP5.2.1M04 My Account sign up	1900	10943	↑	1250	 GREEN
<p>Lead Officer: Rebecca Jones - Customer Services and Registration Manager Reporting Officer: Rebecca Jones - Customer Services and Registration Manager Progress Comment: The number of people subscribing to My Account continues to grow each quarter. Last Updated: 15-Apr-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP5.2.2M01 Reduced telephone contact where services are available digitally	No Data	0	N/A	0	
<p>Lead Officer: Rebecca Jones - Customer Services and Registration Manager Reporting Officer: Rebecca Jones - Customer Services and Registration Manager Progress Comment: Housing and Streetscene merged in August 2019 and no baseline data is available to compare the shift from telephone to digital. This action will be taken forward as part of the Council's Digital Strategy. Last Updated: 15-Apr-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP5.2.2M02 Increased digital self-service by customers across multiple services	New Measure	55987	N/A	Baseline Year	 GREEN
<p>Lead Officer: Rebecca Jones - Customer Services and Registration Manager Reporting Officer: Rebecca Jones - Customer Services and Registration Manager Progress Comment: The Council offer 113 online services for people to apply, request and report issues to the Council. We received 55,987 online enquiries in 2019-20 which is a small reduction of 2,756 on the previous year owing to a reduced number of enquiries for services such as complaints, concessionary travel, in year school transfers and recycling item requests. 24,690 self-serve payments were completed in 2019-20 equating to over 4 million pounds - methods included e.g. online, payment kiosks and automated payment lines. My Account was launched in 2019 and the number of subscriptions continue to increase with over 11,000 accounts now registered. We can see from Google Analytics that people continue to use smartphones and tablets as their preferred device when contacting the Council. Last Updated: 21-Apr-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP5.2.2M03 Percentage of chargeable services available to pay online	New Measure	16	N/A	16	 GREEN

Lead Officer: David Barnes - Manager - Revenues

Reporting Officer:




Progress Comment: All chargeable services can be paid on-line by debit and/or credit card or by Pay Pal.




These include the mainstream high volume customer transactions associated with Council Tax, Business Rates, Housing Rents, Flintshire Invoices, Brown Bin collections.




Other chargeable services for smaller volumes of customer transactions are also available on-line. These include payment of fees for Building Control, Planning Applications, Sustainable Drainage, Animal and Pest Control, Flintshire Business Awards.



Last Updated: 22-Apr-2020



Risks




RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
The capacity and appetite of the community and social sectors	Neil Ayling - Chief Officer - Social Services	Jacque Slee - Team Manager Performance				Open
<p>Potential Effect: Lack of capacity to and desire of the sector resulting in unsustainable community and social sector projects such as Community Asset Transfers and Alternative Delivery Models.</p> <p>Management Controls: Work with Flintshire Community Voluntary Sector, Co-operative Wales, and local community groups and social enterprises to develop skills.</p> <p>Progress Comment: We continue to make progress in growing the social sector through the development of Community Asset Transfers and Alternative Delivery Models. Regular review meetings and partnership board meetings are in place.</p> <p>Last Updated: 20-Apr-2020</p>						

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Market conditions which the new alternative delivery models (ADM's) face	Neil Ayling - Chief Officer - Social Services	Jacque Slee - Team Manager Performance				Open
<p>Potential Effect: More competition from other agencies or decreasing use of the services means they are in the future unsustainable.</p> <p>Management Controls: Continue to work with the Alternative Delivery Models (ADM's) to grow their entrepreneurial skills and meet with them annually at least to review progress.</p> <p>Progress Comment: Aura, Newydd and HFT have now successfully taken forward their Business Plans. Regular reporting to the Council through the appropriate Scrutiny Committees continues to take place.</p> <p>Last Updated: 20-Apr-2020</p>						

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Limitations on public funding to subsidise alternative models (ADM's)	Neil Ayling - Chief Officer - Social Services	Jacque Slee - Team Manager Performance				Open
<p>Potential Effect: Reductions in funding to these models by the public sector resulting in the new to stop or close services and facilities.</p> <p>Management Controls: Support to Alternative Delivery Models (ADM's) to ensure their financial plans are resilient if public funding decreases.</p> <p>Progress Comment: Review meetings are providing an update on the future financial context so organisations can plan for potential reductions when appropriate. Business Plans have been shared with the Council and show that funding levels for organisations moving forward into 2020/21 are sustainable.</p> <p>Last Updated: 20-Apr-2020</p>						



RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Newly established Social Enterprises and Community Asset Transfers failing in their early stages of development.	Neil Ayling - Chief Officer - Social Services	Jacque Slee - Team Manager Performance			↔	Open
<p>Potential Effect:</p> <p>Management Controls: Open book accounting by key social enterprises with the Council and where issues identified cooperative work to resolve these.</p> <p>Progress Comment: Review meetings of Community Asset Transfers (CATs) have been ongoing and it has been identified that the new organisations running CATs are sustainable and well regarded social businesses. The programme of CAT review and support is ongoing to ensure that these social businesses continue to offer well regarded services.</p> <p>Last Updated: 20-Apr-2020</p>						

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Reduced national funding reduces our ability to invest in communities and work proactively with them to develop their resilience	Neil Ayling - Chief Officer - Social Services	Jacque Slee - Team Manager Performance			↔	Open
<p>Potential Effect: Communities cannot capitalise on their resources and resort to support from statutory services.</p> <p>Management Controls: Work with communities to identify key challenges and barriers that they face as individuals and collectively; and use a framework of tools to help them design a local response to address them.</p> <p>Help communities, and leaders from within communities, to develop the skills and confidence to support their community to respond to challenges and optimise opportunities to thrive.</p> <p>Be smarter about securing and linking potential social investment to locally identified priorities.</p> <p>Work proactively with our supply chain to maximise the impact that our investment and collaboration has for communities across Flintshire.</p> <p>Progress Comment: The Council and other stakeholders have been proactive in maximizing the available funding to invest in communities. We are engaging and working with local alternative delivery models (ADM's), and other alternatives to improve community resilience. We are actively reviewing community asset transfer (CAT) projects to ensure that they are successful and pursue key priorities of the council.</p> <p>Last Updated: 20-Apr-2020</p>						



RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Customers who do not have access to technology, or the confidence to use it.	Rebecca Jones - Customer Services and Registration Manager	Margaret Parry-Jones - Overview & Scrutiny Facilitator				Closed
<p>Potential Effect: Customers are excluded from accessing Council services e.g. school admissions, and do not access benefits they are entitled to receive e.g. Council Tax Reduction.</p> <p>Management Controls: Flintshire Connects provides face to face support for vulnerable customers who need assistance to access services. All Connects Centre are equipped with self-service facilities to assist those people who do not have access to technology and the team can signpost to other support e.g. Aura (libraries). The Customer Service Advisors are trained to support customers who do not have confidence to use digital technology e.g. creating email accounts, navigating website, applying for services online. The intention is to introduce Digital Champions moving forward to further support our customers and ensure no one is excluded from accessing Council services now and in the future.</p> <p>Progress Comment: This risk has been closed due to it also being measured through various KPI's.</p> <p>Last Updated: 13-Jan-2020</p>						



Serving Council



Actions



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
7.1.1.1 (CP) Implementation of a compliant and sustainable new pay model within 2019/20	Sharon Carney - Lead HR Business Partner	Completed	01-Apr-2019	30-Jun-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: The priority for the year has been a fundamental review of our pay model to accommodate the national pay agreement and implement year two of the nationally agreed pay award and maintain a modern, cost-effective, competitive and 'equality proofed' pay model. Year two of the National Joint Council (NJC) pay agreement included the introduction of a 'new' pay spine with assimilation to newly created spinal column points. The agreement introduces far greater change than a simple cost of living monetary award. If the Council were to implement the second year of the two year NJC pay agreement as per the national model on a straight like for like 'read across' our pay model would be disrupted to such an extent that it would no longer meet our organisational design and pay policy principles, and might also be open to challenge on the grounds of gender inequality. Local agreement was reached on the preferred model in March 2019 which passed the tests of being legal and equitable, workable and sustainable, acceptable and affordable. The target date for implementation was July 2019 which was achieved, backdated to April 2019. Last Updated: 18-Feb-2020</p>							



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ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
7.1.1.2 (CP) Retention rates of key personnel through offering competitive pay and reward	Sharon Carney - Lead HR Business Partner	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: The Council's new pay model provides for a competitive salary across the majority of its evaluated positions. The new pay model provides for a minimum hourly rate of £9.00 per hour which meets the Foundation Living Wage. Last Updated: 11-May-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
7.1.2.1 (CP) Adoption of a Well Being Strategy for the overall well-being of the workforce with aims, objectives and targets	Sharon Carney - Lead HR Business Partner	Ongoing	01-Apr-2019	31-Dec-2019	-	 AMBER	 GREEN
ACTION PROGRESS COMMENTS: The overarching aim of the strategy is to improve the health, safety and wellbeing of employees and to prevent work associated ill health, for the overall benefit of all. This encompasses the physical, mental and social health of employees and recognises that employees' values, personal development and work across the organisation contribute to their overall wellbeing at work. The creation of the initial well-being strategy has been carried out. However, it has not yet been launched and will be reviewed in 20/21 to ensure the strategy is fit for purpose taking into account workplace considerations to ensure compliance with Coronavirus Act and supplementary risks. Last Updated: 22-Jun-2020							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
7.1.2.2 (CP) Reduction in the number of referrals to Occupational Health on the grounds of mental health	Sharon Carney - Lead HR Business Partner	Deferred	01-Apr-2019	31-Mar-2020	50.00%	 AMBER	 AMBER
ACTION PROGRESS COMMENTS: Progress for the reduction in the number of referrals to Occupational Health on the grounds of mental health has been deferred to 2020/2021. Last Updated: 09-Jun-2020							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
7.1.3.1 (CP) Adoption of a renewed plan for effective succession planning for senior and supporting management positions	Sharon Carney - Lead HR Business Partner	In Progress	01-Apr-2019	31-Dec-2019	25.00%	 AMBER	 AMBER
ACTION PROGRESS COMMENTS: The progress for succession planning will be brought forward into 2020/2021. The focus has now been shifted to the resilience and sustainability of workforce due to current COVID-19 pressures. Last Updated: 09-Jun-2020							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
7.1.3.2 (CP) Maintaining competitive pay and reward, and terms and conditions of employment	Sharon Carney - Lead HR Business Partner	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: The Council's new pay model provides for a competitive salary across the majority of its evaluated positions. The new pay model provides for a minimum hourly rate of £9 per hour which meets the Foundation Living Wage. We continue to look for non-financial benefits to supplement and extend employee's pay, with recent initiatives which include VECTIS retail discount cards, and the introduction of Salary Sacrifice Additional Voluntary Contributions (AVCs). Last Updated: 11-May-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
7.1.3.3 (CP) Reductions in the local gender pay gap	Sharon Carney - Lead HR Business Partner	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
<p>ACTION PROGRESS COMMENTS: The Equal Pay Audit 2019 was completed and published in March 2020. This provides information on the Council's current gender pay gap. As we monitor the sizes of our gender pay gaps within Flintshire County Council, we will seek to continue to ensure that our HR policies and practices help to improve awareness across the organisation and help close the gender pay gap. Since the last audit, we have worked hard to improve our diversity data by carrying out diversity questionnaires and encouraging employees to update their diversity data via an organisational campaign. This has resulted in an improved picture since last year and overall since the first audit in 2016, however there is still further work that can be done in this area. The Council's biggest challenge remains occupational segregation. Flintshire County Council is composed of 77% females, which are more highly concentrated lower down the pay and grading structure. Last year's action was to begin campaign that "challenges gender stereotypes", it remains our aim to continue with this work. We will continue to work on a campaign that "challenges gender stereotypes." We have some good, albeit small numbers of examples across the County Council where employees have challenged that stereotype. As part of our campaign, we want to complete case studies on some of these employees to highlight that some roles that may have traditionally been filled with a particular gender, can be accessible to all genders. We then plan to target this campaign through our apprentice and graduate recruitment as well as general recruitment across the organisation. Last Updated: 09-Jun-2020</p>							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
7.2.1.1 (CP) A report on performance against the adopted set of KPI's is produced alongside the Annual Financial Outturn	Sara Dulson - Strategic Finance Manager	Ongoing	01-Apr-2019	31-Mar-2020	-	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: The final outturn for the financial year 2019/2020 was approved by Cabinet in June and the report included the performance of some KPI's, for example the percentage achievement rate of efficiencies. An overall report on all financial indicators will be compiled in early July and reported as required as they cut across a number of professional disciplines. Last Updated: 14-Apr-2020							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
7.2.1.2 (CP) Selected KPI's are reported monthly in the Monitoring Report	Sara Dulson - Strategic Finance Manager	Ongoing	01-Apr-2019	31-Mar-2020	-	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: The monitoring of the revenue budget for Council fund and for the Housing Revenue Account (HRA) is reported to Cabinet on a monthly basis. The following KPI's are included specifically in that monthly report; 1) Achievement of efficiencies. 2) Housing Revenue Account closing balance against budget. An additional KPI on the variance between the outturn and the budget are reported as part of the Councils quarterly performance monitoring. Last Updated: 14-Apr-2020							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
7.2.1.3 (CP) Achievement of a balanced annual budget which support the policy aims of the Council by March 2020	Sara Dulson - Strategic Finance Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: The final settlement from Welsh Government represented an increase of 3.7% for Flintshire with the all Wales average being 4.3%. This equated to a cash uplift of £10.4m, however once the additional responsibilities of teachers' pension employers increase and teacher pay grant were taken into account, this left around £6.5m to contribute to the budget gap. The Council met on 18th February. The finalisation of the triennial Actuarial Review of the Clwyd Pension Scheme and the use of the additional grant funding for Social Services all contributed to the achievement of a balanced budget with the increase in Council Tax for 2021/21 for Council Services agreed at 4.5% with an additional 0.25% for the increase in the North Wales Fire and Rescue Levy. Last Updated: 23-Jun-2020							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
7.2.2.1 (CP) Management of a cost-effective Housing Revenue Account Business Plan for 2020/21	Rachael Corbelli - Finance Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: The Housing Revenue Account (HRA) business plan was approved by County Council on the 28th January 2020. Last Updated: 12-Feb-2020							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
7.2.2.2 (CP) Maintaining affordable service charges which achieve income targets	Dawn Kent - Housing Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: Ongoing monitoring of customer satisfaction. The impact of service charges will be less for households on a low income as most of the service charges are currently eligible to be paid by Housing Benefit/Universal Credit (UC). As part of this work, consideration will need to be given to work through options which consider the impact to any approach to full cost recovery for those not able to access benefits. There has been discussion with the Housing Board members and elected members with regards to introducing full cost recovery for service charges in a phased approach. For 2019/20 the Council was at 70% service charge recovery for implemented charges, it is recommended that the increase in service charges to take the HRA to full cost recovery should be stepped over the next two years (2020/21 and 2021/22). The maximum increase that any one property would receive in 2020/21 would be £1.53 per week, if they were subject to all four service charges. Last Updated: 13-Apr-2020							



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
7.2.2.3 (CP) Effective management of rent arrears to maintain income targets	David Barnes - Manager - Revenues	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: Good progress was made to improve rent collection and reduce rent arrears during 2019/20. The implementation of the Mobysoft 'Rent Sense' module in quarter one helped the service to direct resource capacity to those tenants at risk of falling further into arrears and not paying rent on time. Despite the ongoing challenges with welfare reform and an increasing number of tenants switching to Universal Credit, rent arrears fell to £1.815m as at 2019/20 year end compared to the previous year outturn of £1.880m - a reduction of £65k. The deployment of Mobysoft 'Rent Sense' continues to target resources through a combination of early interventions to assist tenants in need of help and taking recovery action against tenants who fail to engage or pay. . Last Updated: 15-Apr-2020							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
7.2.3.1 (CP) Re-adoption of a fees and charges policy	Kelly Oldham Jones - Income Generation and Marketing Manager	Completed	01-Apr-2019	30-Jun-2020	100.00%	 GREEN	 GREEN

ACTION PROGRESS COMMENTS:

The Council's Income Generation Policy, which was endorsed by Cabinet in 2017, sets the rationale for fees and charges. The objectives and principles of the Policy include: Maximisation of revenue generation with full cost recovery wherever possible; Comparability within the public sector and market; Annual increases in line with inflation; and Transparency in charging. The Income Generation Policy also calls for an annual review of fees and charges, with annual cycles of resetting fees and charges and appropriate delegations for enacting changes. The 2019 annual review of fees and charges was reported to Cabinet in July 2019, along with a number of recommendations to enhance the process and clarify and refine elements such as annual inflation indices. The recommendations made were endorsed, resulting in: Agreed annual inflation indices - CPIH (Consumer Price Index with Housing), market rate/local; Further work to verify whether fees and charges are achieving full cost recovery; A three year staged approach to achieving full cost recovery (or market rate comparison) for all services where it is permissible to do so; and A review of the Income Generation Policy to develop a policy framework for income generation which will include consistent charging and cost recovery structure. The endorsement by Cabinet in July 2019 signifies the re-adoption of the policy on fees and charges. NB: The review, and subsequent revised version, of the Income Generation Policy will document the Council's re-adopted policy for fees and charges.



Last Updated: 18-Feb-2020

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
7.2.3.2 (CP) Agreement and implementation of a programme of cost recovery and commercial set models	Kelly Oldham Jones - Income Generation and Marketing Manager	In Progress	01-Apr-2019	31-Mar-2020	33.00%	 AMBER	 AMBER

ACTION PROGRESS COMMENTS:



The Council's Income Generation Policy sets the rationale for charging and calls for an annual review of fees and charges and full cost recovery wherever possible. In July 2019 Cabinet and the Corporate Resources and Overview Scrutiny Committee endorsed that the annual review of fees and charges will achieve full cost recovery wherever possible by October 2022 and an annual uplift in line with a recognised inflation index will be applied to all applicable fees and charges. The annual uplift in line with a recognised inflation index will be implemented in the 2020 annual review of fees and charges, which is due to commence in April 2020. Services will also be asked to demonstrate whether or not their fees and charges are achieving full cost recovery. To assist services with setting fees and charges that operate at full cost recovery, and demonstrating this, a template has been developed and tested. This has been modelled to recover some corporate costs/overheads and has been used to set new fees/charges in year. The Council's mechanisms for verifying full cost recovery will be enhanced in future with an aim to have a robust process in place that accounts for all costs incurred when delivering services, captures service demand data and which is clear and communicated to all employees. Cabinet endorsed a second phase of Alternative Delivery Models in July 2019 (please see Collaboration Sub-priority below). Since this time the model for two of the services in scope has changed with greater focus around enhancing commercial approaches within existing working arrangements. As such, feasibility studies and/or options appraisals will follow to explore practical application of a suitable commercial approach.

Last Updated: 23-Jun-2020

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
7.2.3.3 (CP) Achievement of corporate income target	Kelly Oldham Jones - Income Generation and Marketing Manager	Ongoing	01-Apr-2019	31-Mar-2020	-	 AMBER	 AMBER



ACTION PROGRESS COMMENTS:

The £207,000 income target for 2018/19 was not achieved and with an additional £100,000 target for 2019/20 the 2019/20 income target totalled £307,000. Business planning efficiencies for 2019/20 totalled £143,000, requiring a further £164,000 to be found to achieve the 2019/20 income target. The annual review of fees and charges has identified additional income of £13,000 to date, leaving £151,000 to be found in year to achieve the 2019/20 income target. An income target deficit at this level has been included in the forecast outturn for the 2019/20. The corporate review of all fees and charges - both existing charges and new opportunities - has been completed. The outcomes have been included in the draft budget for 2020/21 and the annual income target has been adjusted to account for the revised forecast levels of income. Given the completion of the review, future income targets can be predicted with a high level of confidence. A residual target of £50k for new income is likely to remain for 2020/21.
Last Updated: 21-Apr-2020

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
7.2.3.4 (CP) Agreement of a model for cost recovery for application to service level agreements	Kelly Oldham Jones - Income Generation and Marketing Manager	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN



ACTION PROGRESS COMMENTS:



An internal review of service level agreements (SLA) for Council support services commenced in June 2019. As part of the review a model template to support services to calculate the full cost of service delivery (direct and indirect costs) has been drafted. Alongside this, a service specification template (for customers) and a standard SLA template has been drafted. The draft model template was presented to the October meeting of the review group and will be used/tested by service area leads to cost existing SLA provision. The model template will be refined accordingly and a final version used to calculate full cost recovery to inform future/renewal SLAs from 1st April 2020.
Last Updated: 21-Apr-2020



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
7.3.1.1 (CP) Maintaining the effective and cost-efficient performance of all principal regional, sub-regional and local collaborative services	Joanne Pierce - Executive Officer (Chief Executives Suite)	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN



ACTION PROGRESS COMMENTS:



All collaborations have been collated and are monitored on a six monthly basis by the Chief Officer Team and reported to Corporate Resource Overview and Scrutiny Committee annually. No new risks to report with all principal collaborations performing to their set objectives and timescales.
Last Updated: 23-Apr-2020



ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
7.3.1.2 (CP) An annual report will be produced with a set of Red/Amber/Green status' of service (1) Performance and (2) Sustainability	Joanne Pierce - Executive Officer (Chief Executives Suite)	Ongoing	01-Apr-2019	31-Mar-2020	-	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: The final annual report was due to be published at the end of quarter four 2019/20. This has been deferred due to the interruption of the COVID-19 emergency and will be revisited once we have exited the Recovery Phase of the Emergency. Last Updated: 23-Apr-2020							

ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
7.3.1.3 (CP) Successful transition to a combined CCTV monitoring service hosted by Wrexham County Borough Council	Neal Cockerton - Chief Officer - Housing and Assets	In Progress	01-Apr-2019	31-Mar-2020	85.00%	 AMBER	 GREEN
ACTION PROGRESS COMMENTS: Discussions were progressing in relation to transfer but progress has been suspended until the current COVID-19 Pandemic has ended. Last Updated: 22-Jun-2020							


ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
7.3.1.4 (CP) Agreement to implement a sub-regional sustainable urban drainage system approval body as a new statutory service	Andrew Farrow - Chief Officer - Planning, Environment and Economy	In Progress	01-Apr-2019	31-Mar-2020	50.00%	 AMBER	 GREEN
ACTION PROGRESS COMMENTS: There have been significant delays to progressing with the new/amended posts needed for the SAB role whilst agreement was reached with HR on the context and grading level, specifically around the management/supervision element. This has delayed the process of agreeing and advertising these posts and whilst they are now ready for panel consideration, the present Covid-19 emergency means that no panels are currently being convened and it is unclear when these will resume. Whilst the present team therefore is operating a SAB service, there is increasing pressure on the present small team as SAB duties are conflicting with other responsibilities in the absence of the new posts, which will add a dedicated resource to the team when agreed and recruited to. In practical terms it is not envisaged that these posts can be recruited to and filled until well into the third quarter of 2020/21. Last Updated: 17-Apr-2020							


ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
7.3.1.5 (CP) Successful transition to a new service model for enforcement services	Stephen Jones - Chief Officer - Streetscene and Transportation	Completed	01-Apr-2019	31-Mar-2020	100.00%	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: The new in-house service has taken on the role of enforcement against littering and dog fouling from the previous contractual arrangement. The new arrangement is bedded in and the target for Fixed Penalty Notice (FPN) income are being achieved. Last Updated: 22-Oct-2019							


ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
7.3.1.6 (CP) Agreement of the scope and objectives of the next phase of Alternative Delivery Models for Council managed services	Colin Everett - Chief Executive	Completed	01-Apr-2019	30-Jun-2020	100.00%	 GREEN	 AMBER
ACTION PROGRESS COMMENTS: The second phase of the Alternative Delivery Models for medium-term implementation has been agreed by Cabinet. The various transformation projects are at different stages of maturity according to their respective project plans and time lines. Last Updated: 18-Feb-2020							


ACTION	LEAD OFFICER	STATUS	START DATE	END DATE	COMPLETE %	PROGRESS RAG	OUTCOME RAG
7.4.1.1 (CP) Successful implementation of priority projects within the digital programme plan	Lisa McQuaide - Project Manger	Ongoing	01-Apr-2019	31-Mar-2020	-	 GREEN	 GREEN
ACTION PROGRESS COMMENTS: The Council has a rolling list of priority projects within the scope of the Digital Strategy which are prioritised in accordance with Digital Strategy Board governance arrangements. The Council has completed priority projects that it intended to complete in order to deliver a range of services and continues to work through these as per the programme work plan. The programme plan was impacted in March with some rescheduling of items as a result of COVID-19 measures. Last Updated: 22-Jun-2020							


Performance Indicators


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP6.1.1M01 Percentage of permanent employees who have left within first year of employment	2.00	8.6	↓	1.5	 RED
<p>Lead Officer: Andrew Adams - Business Information and Compliance Adviser Reporting Officer: Sharon Carney - Lead HR Business Partner Progress Comment: The percentage of permanent employees who have left during the first year of employment is 8.60%. Human Resources (HR) actively encourage the use of exit interviews so we can continue to monitor and understand peoples' reasons for leaving. Social Services account for 48% of the total who left within the first year of employment, with the main reason cited as competition from other employers. The introduction of a new 'Values Based Recruitment' approach during quarter should improve recruitment and retention through placing more emphasis on appointing applicants on a values-based match not only the traditional skills-based match. Last Updated: 23-Jun-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP6.1.1M02 Percentage of employee turnover (excluding early retirement and voluntary redundancy)	10.48	9.94	↑	8	 RED
<p>Lead Officer: Andrew Adams - Business Information and Compliance Adviser Reporting Officer: Sharon Carney - Lead HR Business Partner Progress Comment: The turnover percentage excluding early retirement and voluntary redundancy 2019-20 is 9.94%. HR continue to actively encourage the use of exit interviews to monitor and understand individual reasons for leaving. Turnover should not been seen as a negative as it can and often does provide opportunities for the organisation. Although our aspirational target was not met, it is worth noting that the overall outturn figure is consistent with the median outturn reported by the Local Government Association. This measure is for trend analysis only and as such will not be reported as a performance indicator for future years. Last Updated: 23-Jun-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP6.1.2M01 (PAM/001) The number of working days per full time equivalent (FTE) local authority employees lost due to sickness absence	10.44	11.05	↓	8	 RED
<p>Lead Officer: Sharon Carney - Lead HR Business Partner Reporting Officer: Andrew Adams - Business Information and Compliance Adviser Progress Comment: The full time equivalent (FTE) days lost for the Council during 2019/20 is 11.05 days lost per FTE. Four portfolios exceeded the target with an out-turn between 5.11 and 7.15 days lost per FTE. There was an increase in the number of absences during quarter three due to infections and 'flu/infections' was the highest reason for absence in quarter three with a big impact on the overall outturn figure. A separate process was developed to record COVID-19 related absences although it is possible that some have been included in the overall outturn in the early stages of the emergency. The ongoing work between, Occupational Health, HR and Trade Unions is key to improving attendance management and remains a key priority of the people strategy moving forward. Last Updated: 23-Jun-2020</p>					


Page 134	KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
	CP6.1.2M02 Increase in attendance of managers and employee Stress management training	145	453	↑	200	 GREEN
<p>Lead Officer: Andrew Adams - Business Information and Compliance Adviser Reporting Officer: Sharon Carney - Lead HR Business Partner Progress Comment: Target specific Portfolios and Services Areas who are likely to benefit most. Last Updated: 18-May-2020</p>						

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP6.1.2M03 Number of accredited Mental Health First Aiders across the organisation	New Measure	Not started	N/A	10	
<p>Lead Officer: Andrew Adams - Business Information and Compliance Adviser Reporting Officer: Sharon Carney - Lead HR Business Partner Progress Comment: The Health and Wellbeing Strategy is now complete with it due to be published in due course. The Council have agreed an action plan with 'Time to Change' and implementation date to be confirmed. This will enable training of mental health champions and recruitment of Mental Health First Aiders across the Council. Last Updated: 18-May-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP6.1.3M01 (PAM/044) The number of apprentices (excluding teachers) on formal recognised apprenticeship schemes within the authority during the year per 1,000 employees	New Measure	18.33	N/A	Baseline Year	 GREEN
<p>Lead Officer: Heather Johnson - Corporate Training Officer Reporting Officer: Sharon Carney - Lead HR Business Partner Progress Comment: This measures the number of apprentices employed by the local authority that are undertaking learning through a formal, recognised apprenticeship scheme funded by Welsh Government during the year. This includes those which were completed during the year. Both new entrants and existing staff that are up-skilling should be included. There are no age restrictions. This measure extends to all staff, excluding teachers. For details of the formal, recognised apprenticeship schemes funded by Welsh Government, please refer to the Apprenticeships Framework. Last Updated: 19-May-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP6.1.3M02 The number of apprentices that complete the programme with positive outcome	100	97	↓	95	 GREEN
<p>Lead Officer: Heather Johnson - Corporate Training Officer Reporting Officer: Sharon Carney - Lead HR Business Partner Progress Comment: 33 apprentices were due to complete this year and 32 had a positive outcome. Positive outcome is deemed to be those who complete the apprentice programme and gain internal/ external employment or progress to higher level qualifications. Last Updated: 19-May-2020</p>					

KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP6.1.3M03 Percentage of all direct employees achieving Foundation Living Wage	New Measure	100	N/A	100	 GREEN
<p>Lead Officer: Andrew Adams - Business Information and Compliance Adviser Reporting Officer: Sharon Carney - Lead HR Business Partner Progress Comment: The Council's new pay model provides for a competitive salary across the majority of its evaluated positions. The new pay model provides for a minimum hourly rate of £9.00 per hour which meets the Foundation Living Wage. Last Updated: 05-May-2020</p>					


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP6.1.3M04 Percentage of eligible employees receiving an annual appraisal	80.04	80.42	↑	100	 AMBER

Lead Officer: Sharon Carney - Lead HR Business Partner

Reporting Officer: Andrew Adams - Business Information and Compliance Adviser

Progress Comment: As at 31 March 2020, based on the information recorded in iTrent, the percentage of our eligible workforce who had received an appraisal was 77%. Five of the eight Portfolios achieved 80% or higher completion rates. We have worked hard as a council over recent years, to stress the importance of appraisals and make sure all employees have the opportunity. All managers are responsible for recording completed appraisals in iTrent. Any outstanding appraisals should be scheduled, and where possible, also recorded in iTrent. An Appraisal Advisory Review was carried out by Internal Audit in August 2019. The review identified that not all managers were updating iTrent once the appraisal was complete. The same review also identified issues with consistency of appraisals across the Council. This resulted in the appraisal policy, forms and tools in support of performance management being revised and then shared with key stakeholders prior to implementing. The new, simplified process is flexible enough to accommodate the diverse range of services, positions occupied across the Council. A manager's guide has also been developed to support the managers and the process with a view to ensuring consistency of approach.

Last Updated: 21-May-2020


KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP6.2.1M01 The percentage of planned efficiencies achieved	98	91	↓	95	 AMBER


Lead Officer: Gary Ferguson - Corporate Finance Manager


Reporting Officer: Sara Dulson - Strategic Finance Manager


Progress Comment: The 91% is reported within the M11 Revenue monitoring report as the latest position. It is not anticipated that this will change however final outturn will not be reported until July 2020.

Last Updated: 14-Apr-2020




KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP6.2.1M02 Percentage of income target achieved	No Data	51.14	N/A	75	 RED
<p>Lead Officer: Gary Ferguson - Corporate Finance Manager Reporting Officer: Sara Dulson - Strategic Finance Manager Progress Comment: When setting the budget for 2019/20 it was acknowledged that the income target was particularly challenging and only 51% of income was able to be achieved compared with the increased target. Work on fees and charges is ongoing within service portfolios, including where possible moving towards the achievement of full cost recovery. The annual review of fees and charges will be considered by Cabinet in July 2020 and set further inflationary increases to be implemented from October 2020. As part of the 2020/21 budget, the income target has also been adjusted to better reflect realistic income levels. Last Updated: 25-Jun-2020</p>					




KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP6.2.1M03 Maximise the collection of Council Tax	98.23	97.9	↓	98.2	 AMBER
<p>Lead Officer: Gareth Owens - Chief Officer - Governance Reporting Officer: David Barnes - Manager - Revenues Progress Comment: The 'in-year' Council Tax collection level fell by 0.3% during 2019/20 with a final outturn of 97.9% compared to 98.2% in the previous year. The reduction in 2020 year; collections was due to the combined effects of: 1) loss of committal as a recovery tool. 2) ongoing recovery of monies due from the bulk Single Person Discount Review, 3) the impact on collections during the last 3 weeks in March as a result of the COVID-19 emergency measures. Last Updated: 15-Apr-2020</p>					




KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP6.2.1M04 The percentage variance between the revenue budget out-turn and the budget set	0.2	0.56	↓	0.5	 AMBER
<p>Lead Officer: Gary Ferguson - Corporate Finance Manager Reporting Officer: Sara Dulson - Strategic Finance Manager Progress Comment: The M11 Revenue monitoring report is showing a projected overspend of £1.524m against budget. This is not the final outturn position which will be reported in July 2020 Last Updated: 14-Apr-2020</p>					




KPI Title	Previous Year Actual	Actual	Performance Indicator Trend	Target	Performance RAG
CP6.2.2M01 Level of Rent Arrears as a percentage of the Annual Rent Yield	4.9%	4.54	↓	4.7	 GREEN
<p>Lead Officer: David Barnes - Manager - Revenues Reporting Officer: Sheila Martin - Income Team Leader Progress Comment: Rent arrears for 2019/20 closed at £1.815m as opposed to £1.881m in the previous year a reduction of £65k. The year-end position demonstrates rent arrears have been brought under control and we are slowly moving back to the position last seen in 2017/18 when we compare rent arrears to the gross rent yield. Last Updated: 22-Apr-2020</p>					




Risks



RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
The scale of the financial challenge	Gary Ferguson - Corporate Finance Manager	Sara Dulson - Strategic Finance Manager				Open
<p>Potential Effect: Reduction in funding of Revenue Support Grant leading to challenging financial position for the Council in its ability to set a balanced budget.</p> <p>Management Controls: In view of the significant financial challenge and in the absence of indicative future funding allocations from Welsh Government, the Council has primarily needed to focus on the year ahead. However, known pressures are able to be modelled for the life of the current Council term with the strategy to be reviewed during the period based on the best available intelligence and identification of solutions available.</p> <p>Progress Comment: The Council considered the final options for the budget on 18th February 2020 and was able to approve a legally balanced budget, although there were no indicative amounts provided for 2021/22 and beyond.</p> <p>The current emergency began towards the end of the financial year and will have a significant impact on public finances including local government. Even prior to the pandemic, the medium term was forecast to be challenging with an initial high level forecast for 2021/22 of a gap of £10m. This is currently being reviewed following a Medium Term Financial Strategy (MTFS) workshop held in early March 2020 and an update on the future outlook is due to be reported to Members prior to the Summer recess.</p> <p>Last Updated: 23-Jun-2020</p>						



RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
The capacity and capability of the organisation to implement necessary changes.	Gareth Owens - Chief Officer - Governance					Open
<p>Potential Effect: That projects agreed as part of the Digital Strategy will be hindered or delayed thereby delaying the potential benefits to residents or causing cost to be incurred in correcting mistakes</p> <p>Management Controls: Capacity will be taken into account when selecting projects for inclusion in the action plan and will be timed to fit with the needs of the service and availability of employees. Each separate project will also undergo a risk assessment to establish the capacity and capability necessary to take it forward and any gaps that might need to be addressed</p> <p>Progress Comment: A detailed programme of works has been developed including all the Council's aspirations. This has been developed into a phased action plan with sufficient resource allocated to achieve the aspirations. Resources are tight, especially in certain teams, and work is planned based on an assessment of which teams are needed to complete the task and whether they have capacity. Any significant extra requests for work will delay the existing planned actions.</p> <p>Last Updated: 20-Apr-2020</p>						




RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Fully funding demand led services and inflationary pressures	Sara Dulson - Strategic Finance Manager	Gary Ferguson - Corporate Finance Manager				Open
<p>Potential Effect: Reductions or cessation of services and high increases in Council Tax levels</p> <p>Management Controls: National lobbying for improved funding for local government in Wales to include indexation of nationally agreed pay award, increases in demand and Nationally agreed legislative changes.</p> <p>Maximisation of business planning efficiencies from Portfolios and increases to fees and charges</p> <p>Progress Comment: The Council successfully developed its case through a Cross Party Working Group of Members and supporting officers to align with the work the Welsh Local Government Association (WLGA). The Council will continue to press for fully funded demand led services and inflationary pressures as it progresses and updates its Medium Term Financial Strategy.</p> <p>Last Updated: 23-Jun-2020</p>						




RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Competing priorities and limited organisational capacity slow the pace of change	Gareth Owens - Chief Officer - Governance	Lisa McQuaide - Project Manger				Open
<p>Potential Effect: It will delay implementation of projects and the improvements to service or income they might generate.</p> <p>Management Controls: The Digital Strategy Board has ranked all the current projects based on organisational significance and is preparing work plan based on the available capacity.</p> <p>Progress Comment: Planned work programme discussions have taken place and some items within have been scheduled - risk level currently remains the same in terms of competing priorities and capacity. Digital Strategy Board governance arrangements are in place to support this.</p> <p>Last Updated: 15-Apr-2020</p>						




RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Encouraging our customers to access services digitally results in some people finding it more difficult to get the support or service they need	Cher Lewney - Digital Customer & Community Resilience Programme Manager	Aled Griffith - IT Infrastructure Manager				Closed
<p>Potential Effect: Sectors of our population could find it more difficult or be unable to access the services they need.</p> <p>Management Controls: The Council will continue to provide services via its telephone contact centre and Connects offices.</p> <p>Progress Comment: This risk has been closed due to the risk no longer being appropriate and the lack of opportunity to measure a meaningful and reflective impact.</p> <p>Last Updated: 13-Jan-2020</p>						




RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
A shift in technical and digital skill-sets is required to ensure we can support new digital ways of working.	Cher Lewney - Digital Customer & Community Resilience Programme Manager	Aled Griffith - IT Infrastructure Manager			↔	Closed
<p>Potential Effect: It will sub-optimize the benefits or savings that might be achieved from digital services and will slow the pace of take up of digital services.</p> <p>Management Controls: Each project will include its own staff development plan to ensure that skills exist to utilize new digital technology as it is installed. Digital skills will be included essential criteria when recruiting. The Council will need to consider building a team to support the website.</p> <p>Progress Comment: This risk is to be reassessed as we are not able to report on it efficiently or effectively.</p> <p>Last Updated: 24-Jan-2020</p>						




RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Potential impact on service demand when setting fees and charges	Kelly Oldham Jones - Income Generation and Marketing Manager	Rachael Corbelli - Finance Manager			↔	Open
<p>Potential Effect: Reduced service demand and knock on effect on workforce capacity. Reduced income and/or failure to achieve income target.</p> <p>Management Controls: Market analysis for new fees/charges to inform level of charging. Three year staged approach to achieve full cost recovery, allowing incremental increases rather than one significant in year change. Annual review of fees and charges which will consider service demand and enable fees and charges to be reviewed in line with demand/cost analysis.</p> <p>Progress Comment: This risk is ongoing, with the management controls deployed when setting new fees/charges and for the annual review as and when required.</p> <p>Last Updated: 21-Apr-2020</p>						

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Meeting Internal Targets	Sara Dulson - Strategic Finance Manager	Gary Ferguson - Corporate Finance Manager				Open
<p>Potential Effect: Impact on the overall financial position of the Authority impacting on Medium Term Financial Strategy (MTFS).</p> <p>Management Controls: Review of in year efficiencies and mitigate any shortfalls. Review of income and expenditure to ensure financial management is robust. Review at Programme Board and escalation as necessary.</p> <p>Progress Comment: Recurring shortfalls in income and expenditure that cannot be mitigated are included as pressures in the Medium Term Financial Strategy (MTFS). Programme Boards receive an update on the financial position for the portfolio at each meeting. The Month 11 revenue monitoring report confirms that 91% of the in-year efficiencies will be met by the end of the financial year. The 2020/21 budget included some pressures for efficiencies that were unable to be mitigated and the MTFS continues to be updated as part of the ongoing review. Last Updated: 14-Apr-2020</p>						

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
<p>Page 202</p> <p>The appetite of collaborative partners limits the scope for new collaborations and can bring into question the long-term viability of existing collaborations where performance and/or cost-benefit is questioned.</p>	Colin Everett - Chief Executive	Joanne Pierce - Executive Officer (Chief Executives Suite)				Open
<p>Potential Effect:</p> <ul style="list-style-type: none"> • Failure to deliver efficiencies • Reputational damage • Failure to deliver corporate priorities <p>Management Controls:</p> <ul style="list-style-type: none"> • Ensure that all service change takes into account collaborative benefits as one of the options • Regularly monitor progress of existing collaborations • Ensure appropriate governance arrangements are in place, both at transition and as part of the final collaboration • Provide political and professional profile for ongoing collaborative projects <p>Progress Comment:</p> <ul style="list-style-type: none"> - All portfolio business plans consider collaborations as a model of delivery. - Progress against collaboration models is monitored and reported upon twice annually; including providing a position statement to WLGA. - All collaborations consider and make arrangements for appropriate governance; following the governance arrangements of the lead authority. - Cabinet are informed of the progress against ongoing collaborative projects twice annually. Flintshire takes a professional role in all the collaborations we are a partner in. <p>Last Updated: 23-Apr-2020</p>						

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
The transition of one service model to another	Neal Cockerton - Chief Officer - Housing and Assets	Lynne McAlpine - Personal Assistant				Open
<p>Potential Effect: • Delay in the transition</p> <ul style="list-style-type: none"> • Anticipated efficiencies will not be realised leading to potential increased cost <p>Management Controls: Ensure adequately resourced</p> <ul style="list-style-type: none"> • Realistic programmes regularly managed and monitored • Regular reporting to COT , Cabinet and Scrutiny <p>Progress Comment: This risk affects a number of service areas. The specific risk to Housing and Assets is related to housing repairs expanding on external opportunities. This is at concept stage.</p> <p>Last Updated: 17-Apr-2020</p>						

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Increasing costs of service delivery and rising demand for some services	Gary Ferguson - Corporate Finance Manager	Sara Dulson - Strategic Finance Manager				Open
<p>Potential Effect: The Council may not be able to deliver services or may not be able to set a legal balanced budget</p> <p>Management Controls: • Regular monitoring of budgets</p> <ul style="list-style-type: none"> • Escalation of areas of increasing financial risk such as increased cost and demand • Seek additional national funding for inflationary uplifts and areas of high service demand • Challenge by finance for mitigation within the service • Prevention strategies to minimise demand • Regular reporting to COT/Cabinet/Council <p>Progress Comment: The Council monitors the cost of service delivery through revenue monthly monitoring with service managers and reports to Cabinet. The Council approved a balanced budget at its meeting on 18 February 2020 for 2020/21 and this will be monitored on a monthly basis through reporting to Cabinet. Any issues relating to service delivery and rising demand are considered as part of the ongoing work on the Councils Medium Term Financial Strategy.</p> <p>Last Updated: 23-Jun-2020</p>						

RISK TITLE	LEAD OFFICER	SUPPORTING OFFICERS	INITIAL RISK RATING	CURRENT RISK RATING	TREND ARROW	RISK STATUS
Not investing sufficiently in the resource to modernise our business processes and technologies.	Mandy Humphreys - IT Business Services Manager	Aled Griffith - IT Infrastructure Manager, Gareth Barclay - Senior Performance and Business Data Officer				Closed

Potential Effect: This will impact both our customers, who increasingly expect to access services digitally and our partners, who increasingly wish to collaborate with us digitally.
Failure to digitise services will limit the degree to which the council will be able to deliver associated efficiencies.

Management Controls: The Digital Strategy Board will assess business cases for inclusion in the Digital Strategy with prioritization given to those likely to deliver tangible benefits to the public.
Funding arrangements to support business cases will need to be included.
Any business cases/projects that are considered critical to the success of the strategy where no funding is available should be submitted as bids as part of the councils Medium Term Financial Strategy/Capital Strategy.

Progress Comment: Closed as the risk is a duplicate of another risk - 'Competing priorities and limited organisation capacity slow the pace of change'.
Last Updated: 16-Jun-2020



CABINET

Date of Meeting	Tuesday, 14 th July 2020
Report Subject	Interim Revenue Budget Monitoring Report 2020/21
Cabinet Member	Cabinet Member for Finance
Report Author	Corporate Finance Manager
Type of Report	Operational

EXECUTIVE SUMMARY

The report provides the first overview of the budget monitoring position for the 2020/21 financial year.

The report explains the impacts of the emergency situation and the significant additional costs and income losses incurred across portfolios.

To date there have been three significant announcements to meet the financial impacts of the emergency situation in Wales:-

- COVID19 Hardship Fund of £30m: for general costs and including provision for Homelessness (£10m) and Temporary Mortuaries (£7m) (confirmed to the end of June);
- COVID19 Hardship Fund of £40m: for Free School Meals (confirmed to the end of August); and
- COVID 19 Hardship Fund for Social Care (Adults) of £40m: for additional costs incurred by councils and by commissioned providers (confirmed to the end of June).

A proportion of the additional amount of £78m included in the May Welsh Government Supplementary Budget for local government will be set aside to compensate for income losses. However, this amount is unlikely to be sufficient to cover all twenty-two claims in full. The method of allocation for the loss of income funding is being decided by Welsh Government. Our claim estimate for the period from March to June is £3.0m. A formal announcement on income claims is expected in July with payments to be made in August.

Our ability to mitigate the financial risks from Quarter Two onwards will largely depend on the continuation of funds for hardship and income loss by Welsh Government.

The range of the financial risk for 2020/21 is £2.8m to £5.4m (excluding the outcome of the national negotiations over the annual pay award).

These figures are based on assumptions over the success of our claims to the Hardship Funds and the Income Loss Fund. Based on current advice from Welsh Government we might receive two-thirds of the amount claimed in Quarter One for income loss. If this were to be the case then we would have an additional budget pressure of £1.0m to meet.

The above figures cover the Council Fund only and do not include the future risks to Aura, Newydd, Theatr Clwyd and the principal Community Asset Transfers. This report does not cover the Housing Revenue Account.

RECOMMENDATIONS

1	To note the report and the estimated financial impact on the 2020/21 budget of the emergency situation.
2	To formally request that Welsh Government set aside sufficient funds to compensate local government in full for the significant and ongoing additional costs and income losses they have incurred.

REPORT DETAILS

1.00	EXPLAINING THE REVENUE BUDGET MONITORING 2020/21
1.01	The report provides the first overview of the budget monitoring position for the 2020/21 financial year and is one which reports by exception on variances and financial risks only. The first full monthly in-year budget monitoring report will come in September.
1.02	The Council's response to the pandemic was immediate with an internal command structure led by an Emergency Response Management Team (Gold Command) supported by a number of Silver Tactical Groups including one for Finance. The Finance Tactical Group has a key role in ensuring that all financial impacts are captured, monitored and reported, and that claims for reimbursement and compensation are made to Welsh Government.
1.03	Some examples of the emergency actions which have necessitated additional costs are:- <ul style="list-style-type: none"> • Additional financial support to commissioned adult social care providers • Enabling early discharges from hospital • Significant funding/rate relief to local businesses and residents on behalf of Central Government. • Procuring Personal Protective Equipment (PPE) • Operating school hubs for the children of key workers • Temporary accommodation for rough sleepers • Additional equipment to enable the workforce to work remotely

1.04	<p>Emergency Grant Funding – Additional Costs Only</p> <p>To date there have been three significant announcements to meet the financial impacts of the emergency situation in Wales:-</p> <ul style="list-style-type: none"> - COVID19 Hardship Fund of £30m: for general costs and including provision for Homelessness (£10m) and Temporary Mortuaries (£7m) (confirmed to the end of June); - COVID19 Hardship Fund of £40m: for Free School Meals (confirmed to the end of August); and - COVID 19 Hardship Fund for Social Care (Adults) of £40m: for additional costs incurred by councils and by commissioned providers (confirmed to the end of June). <p>Claims need to be submitted retrospectively, for actual costs incurred, on a monthly basis.</p>																														
1.05	<p>Claim History – Additional Costs</p> <p>The table below sets out the latest position on the three claims submitted to date:</p> <table border="1" data-bbox="389 824 1337 1211"> <thead> <tr> <th>Month</th> <th>Claim Value (£m)</th> <th>Funding Received (£m)</th> <th>On Hold (£m)</th> <th>Disallowed (£m)</th> <th>ICT at 50% (£m)</th> </tr> </thead> <tbody> <tr> <td>March</td> <td>0.007</td> <td>0.007</td> <td></td> <td></td> <td></td> </tr> <tr> <td>April</td> <td>0.909</td> <td>0.860</td> <td></td> <td>0.042</td> <td>0.007</td> </tr> <tr> <td>May</td> <td>0.896</td> <td>0.522</td> <td>0.211</td> <td>0.163</td> <td></td> </tr> <tr> <td>Totals</td> <td>1.812</td> <td>1.389</td> <td>0.211</td> <td>0.205</td> <td>0.007</td> </tr> </tbody> </table> <p>Further information will be provided to Welsh Government to challenge the decisions to treat certain parts of the claims as ‘on hold’ or ‘disallowed’. The claim for additional costs incurred in June is to be submitted by 15 July. This is estimated to be in the region of £1.750m.</p>	Month	Claim Value (£m)	Funding Received (£m)	On Hold (£m)	Disallowed (£m)	ICT at 50% (£m)	March	0.007	0.007				April	0.909	0.860		0.042	0.007	May	0.896	0.522	0.211	0.163		Totals	1.812	1.389	0.211	0.205	0.007
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1.06	<p>Emergency Grant Funding – Income Loss</p> <p>A proportion of the additional amount of £78m included in the Welsh Government Supplementary Budget for local government will be set aside to compensate for income losses. However, this amount is unlikely to be sufficient to cover all twenty-two claims in full. The method of allocation for the loss of income funding is being decided by Welsh Government. Our claim estimate for the period from March to June is £3.0m. A formal announcement is expected in July on grant awards with payments to be made in August.</p>																														
1.07	<p>With the exception of the Free School Meals funding (end August) all other emergency grants are now confirmed to the end of June. The Social Care Hardship Fund was not fully allocated by the original deadline of May and has now been extended for claims until the end of June. Welsh Government is expected to increase the size of this Hardship Fund to sustain the social care sector. Welsh Government is being pressed to extend these funds. The Welsh Local Government Association (WLGA)</p>																														

	<p>are running a survey to collate the estimated additional costs and income losses for Quarter Two of the financial year to inform the discussions and negotiations with Welsh Government for the continuation of special funding support.</p>
1.08	<p>Welsh Government is expected to receive estimated allocations of £30m and £140m from the UK Government as a consequence of new funding allocations announced for local government in England over the past two weeks (allocations made under the Barnett Formula). These allocations and amounts are working assumptions and subject to confirmation. This additional funding would place Welsh Government in a strong position to continue to financially support local government for an extended period and to a higher level.</p>
1.09	<p>OVERVIEW OF THE IN-YEAR BUDGET POSITION</p> <p>The following paragraphs set out the significant variances and financial risks by portfolio.</p>
1.10	<p>Social Services (Up to £0.200m)</p> <p>We aim to recover all additional costs incurred to date. There is an ongoing cost pressure of £0.200m for Ty'r Treffynnon, a former residential home in Holywell that has been re-opened under our management for faster hospital discharges and the prevention of hospital admissions.</p> <p>There will be a need to continue with enhanced financial support for our local commissioned providers. Unless Welsh Government funding is extended this will be a financial risk to the Council.</p>
1.11	<p>Education and Youth (Range of £0.350m to £0.450m)</p> <p>Uncharged school meals have been provided to pupils for the final three weeks of the academic year at a cost of up to £0.120m. We aim to recoup this cost from the Hardship Fund. Eligibility has not yet been confirmed.</p> <p>We aim to recoup the cost of providing uncharged meals to school hubs (from late March to the end of June) of £0.180m. Eligibility has not yet been confirmed.</p> <p>There has been a significant increase in take up for free school meal eligibility with an in-year cost pressure of £0.050m - £0.150m.</p>
1.12	<p>Streetscene & Transportation (Range of £1.557m to £2.507m)</p> <p>Significant additional costs have been incurred for agency staff, fleet and external contractors to introduce essential changes to service provision. We aim to recoup all additional costs from the Hardship Fund for the first quarter. The estimated costs for the remainder of the year range from £0.700m - £1.250m and is a financial risk unless further funding is made available by Welsh Government.</p>

	<p>Charging for public car parking has been suspended and we aim to recoup the shortfall in income for the first quarter from the income loss fund. Even if car park charges were to be re-instated from September there is the risk of an annual income loss in the region of £0.550m - £0.650m without further reimbursement from Welsh Government from Quarter 2.</p> <p>Trunk Road Agency support services income losses of £0.050m per month are being incurred due to the reallocation of Streetscene operatives away from this support. The total income loss for the Council could be in the region of £0.150m - £0.450m depending on the length of the delay before returning to service resumption and income generation.</p> <p>Other additional in-year pressures have also been identified in School Transport (£0.050m), Social Services Transport (£0.063m) and Children's Services Transport (£0.044m) all of which are demand driven.</p>
1.13	<p>Planning & Environment (Range of £0.540m to £0.772m)</p> <p>Delays in sourcing core materials means that the construction industry is operating at a low level of capacity. This is resulting in a projected Building Control fee income loss of £0.260m in the financial year. We aim to recoup the first quarter loss of £0.065m from the income loss fund. There is a financial risk in the range £0.145m - £0.195m for the remainder of the year unless there is extended Welsh Government support for income loss.</p> <p>There has been a lull in the property market and a reduced need for Land Charge searches. An estimated reduction of 60% on fees and charges would result in a shortfall of £0.120m for the financial year. We aim to recoup the first quarter loss of £0.030m from the income loss fund leaving a financial risk of £0.050m - £0.090m for the remainder of the year unless there is extended Welsh Government support for income loss.</p> <p>Planning Fee income is forecast to reduce by £0.340m for the financial year. We aim to recoup the first quarter losses of £0.085m from the income loss fund leaving a financial risk of £0.190m - £0.255m for the remainder of the year unless there is extended Welsh Government support for income loss.</p> <p>Income reductions in Markets and Minerals & Waste are estimated to be £0.304m for the financial year. We aim to recoup £0.068m from the income loss fund leaving a financial risk of £0.155m - £0.232m for the remainder of the year unless there is extended Welsh Government support for income loss.</p>
1.14	<p>Housing & Assets (Range of £0.428m to £1.232m)</p> <p>There has been a significant impact on income levels for Enterprise Centres and Industrial Units (range of £0.050m-£0.200m), Agricultural Estates (range of £0.050m-£0.125m) and Property Holdings (range of £0.100m - £0.175m). All rental income that has been deferred in quarter one to assist local businesses has been included in the income loss return to Welsh Government.</p> <p>There is a potential cost pressure within the Carelink Service, in the range of £0.100m - £0.150m, arising from grant changes for the Housing Support</p>

	<p>grant allocation. In addition, there is a risk of increased contract prices of up to £0.100m for the year.</p> <p><u>Council Tax Reduction Scheme (CTRS)</u></p> <p>There has been an increase in take up of the Council Tax Reduction Scheme (CTRS) in the first quarter of the financial year. If the trend continues additional benefits subsidy payments of between £0.800m - £1.300m could have to be met by the Council. Welsh Government is expected to allocate additional funds for CTRS in Wales for quarter one. In the short term, the workload increase has been managed using overtime and the teams have been working hard to maintain the high standards our customers expect. However, this is not sustainable, resources cannot be extended any further and the impacts on staff welfare needs to be considered.</p> <p>Since mid-June, the workloads have started to reduce which indicates that the initial impacts have levelled out. However, the position is forecast to change as the economy goes into and through its recovery phase and the Furlough Scheme undergoes a phased exit from August to October. A separate report on this agenda identifies a flexible recruitment plan that has been developed to enable resources to be stepped up and stepped down to meet service demands. The cost of the resources at full capacity would be £0.200m - £0.300m.</p> <p>Utilities and NDR Gas, Electric and Water: low building usage during the lock-down will achieve energy savings in the range of £0.150m to £0.175m. The previous Climate Levy Charge is now shown in the utility invoices as an ongoing contribution, and not as a one off payment as first thought. This change to Levy payments will have a positive benefit of £0.318m for the financial year.</p> <p>National Non-Domestic Rates (NNDR): savings of £0.225m to £0.250m for County Hall are forecast based on an estimated 50% reduction of the building 'footprint' with a further £0.229m saving in the final outturn for 2019/20 (due to the vacation and demolition of Phases 3 and 4 of the complex).</p>
1.15	<p>Corporate Services (Range of £0.145m to £0.165m savings)</p> <p>A saving of £0.145m - £0.165m is forecast based on vacancies and additional income recharges.</p>
1.16	<p>Governance (Range of £0.460m to £0.585m)</p> <p>The national lockdown restrictions have resulted in the cessation of all recovery activities including enforcement duties. Income generated totalled £0.557m in 2019/20 and we aim to claim lost income of £0.137m for the first quarter. Income levels should start to increase once enforcement restrictions are lifted. An additional resource is required to clear the backlog of cases at a cost of £0.050m.</p>

	<p>The level of financial risk will be dependent on how long enforcement restrictions are in place and an income loss range of £0.335m to £0.420m is included at this stage.</p> <p>Within the Registration Service there is an estimated loss of income for the remainder of the year of £0.125m - £0.165m. We aim to recoup £0.070m from the income loss fund for the first quarter.</p>
1.17	<p>Central & Corporate Finance (Range of £0.250m to £0.400m savings)</p> <p>In the previous financial year there was an underspend in employer pension fund contributions of £1.010m, and the budget for 2020/21 was adjusted downward by £0.800m accordingly. Based on the contributions in year to date, and the evidence of the previous year trend, a positive variance between £0.250m and £0.400m is forecast.</p>
1.18	<p>Council Tax Income</p> <p>For the first quarter, Council Tax income collection is down £1.1m on target. Enforcement activity is in progress alongside support and advice for those unable to pay in full or on time. This activity is helping recover debt with many residents co-operating in response to the letter.</p>
1.19	<p>OPEN RISKS</p> <p>Members were advised when setting the annual budget for 2020/21 that there were a number of open risks that would need to be kept under close review. An update on these is provided below.</p> <p>Pay Award</p> <p>The 2020/21 budget provides for a 2% pay award for NJC employees across the Council. National negotiations are ongoing. The latest offer made by the employers is 2.75%. If this were to be agreed and implemented it would mean that we would have to increase our budget provision for 2020/21 by a minimum of £1.0m. This would have to be met from the Contingency Reserve and built into the base budget from 2021/22 onwards.</p> <p>Charging for Post 16 Transport</p> <p>The budget for 2020/21 provided for expected additional income of £0.449m based on the introduction of charging from September. This policy decision was reversed by Cabinet in May. The developing financial solution whereby Coleg Cambria will reimburse the Council for their share of the procurement cost for school to home/college transport, in full, will partially mitigate the in-year financial risk.</p> <p>Out of County Placements</p> <p>Additional funding of £2.7m was included in the budget for 2020/21 to meet the forecast demand. The budget is considered to be sufficient for this financial year based on current and forecast demand.</p>

1.20	<p>Summary of Overall Financial Impact</p> <p>Our ability to mitigate the financial risks will largely depend on the continuation of funds for hardship and income loss by Welsh Government.</p> <p>The range of the financial risk for 2020/21 is £2.8m to £5.4m (excluding the outcome of the national negotiations on the annual pay award)</p> <p>These figures are based on assumptions over the success of our claims to the Hardship Funds and the Income Loss Fund. Based on current advice from Welsh Government we might receive two-thirds of the amount claimed in Quarter One for income loss. If this were to be the case then we would have an additional budget pressure of £1.0m.</p> <p>The above figures cover the Council Fund only and do not include the future risks to Aura, Newydd, Theatr Clwyd and the principal Community Asset Transfers. These are summarised below.</p>
1.21	<p>Alternative Delivery Models (ADM's) and Community Asset Transfers (CAT's)</p> <p>Theatr Clwyd</p> <p>Theatr Clwyd was closed in March in line with UK Government advice and has modelled a number of scenarios for the financial year. The theatre has secured support under the Furlough Scheme, accessed rate relief and made financial savings through largely being non-operational to mitigate the impact. The net impact for Quarter One is a budget pressure of £0.201m (full year estimate £0.443m). Welsh Government will receive an additional £59m from the UK Government as a consequential of the recent announcement of a national 'rescue package' for the arts, cultural and entertainment industries in the UK. As one of the top three clients funded by the Arts Council of Wales, we expect a significant additional grant for Theatr Clwyd.</p>
1.22	<p>Newydd</p> <p>Newydd have been impacted by the loss of school meal income. Some of this loss has been mitigated by the provision of a funded free school meal delivery service and by supporting the school hubs for key workers. Newydd have secured support under the Furlough Scheme. The net impact for Quarter One is a budget pressure of £0.274m (full year estimate £0.895m).</p>
1.23	<p>Other ADM's and CAT's</p> <p>The Council has funding agreements in place with Aura, Holywell Leisure and Cambrian Aquatics for the provision of services. Leisure centres have been heavily impacted by enforced closure and are likely to be one of the last businesses to be reopened following the lockdown. Government support has been secured from the Furlough Scheme, business rate relief and government grants/loans. The net impact for Quarter One is estimated to be:-</p>

	Aura - £0.301m (full year estimate £2.279m) Holywell Leisure Centre - £0.044m (full year estimate £0.303m) Cambrian Aquatics: being calculated (full year estimate £0.033m)
1.24	<u>UNEARMARKED RESERVES</u> The level of Council Fund Contingency Reserve brought forward into 2020/21 was £2.370m as detailed in the 2019/20 outturn report. This is the amount available for general purposes following the set-aside of £3.0m for a COVID-19 Emergency Fund. There will be a minimum additional requirement of £1.0m as an outcome of the national pay award negotiations.

2.00	RESOURCE IMPLICATIONS
2.01	As set out within the report.

3.00	IMPACT ASSESSMENT AND RISK MANAGEMENT
3.01	The financial impacts of the emergency as set out in the report are a combination of actual costs and losses to date, and estimates of costs and losses for the future. There is the possibility that the estimates will change over time. The budget will be monitored closely and mitigating actions taken wherever possible.

4.00	CONSULTATIONS REQUIRED/CARRIED OUT
4.01	None specific.

5.00	APPENDICES
5.01	None.

6.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
6.01	Various budget records.

7.00	CONTACT OFFICER DETAILS
7.01	Contact Officer: Dave Ledsham Strategic Finance Manager Telephone: 01352 704503 E-mail: dave.ledsham@flintshire.gov.uk

8.00	GLOSSARY OF TERMS
8.01	<p>Budget: a statement expressing the Council’s policies and service levels in financial terms for a particular financial year. In its broadest sense it includes both the revenue budget and capital programme and any authorised amendments to them.</p> <p>Council Fund: the fund to which all the Council’s revenue expenditure is charged.</p> <p>Financial Year: the period of twelve months commencing on 1 April.</p> <p>Housing Revenue Account: the Housing Revenue Account (HRA) is a local authority account showing current income and expenditure on housing services related to its own housing stock. The account is separate from the Council Fund and trading accounts and is funded primarily from rents and government subsidy.</p> <p>Intermediate Care Fund: Funding provided by Welsh Government to encourage integrated working between local authorities, health and housing.</p> <p>Projected Outturn: projection of the expenditure to the end of the financial year, made on the basis of actual expenditure incurred to date.</p> <p>Reserves: these are balances in hand that have accumulated over previous years and are held for defined (earmarked reserves) and general (general reserves) purposes. Councils are required to regularly review the level and purpose of their reserves and to take account of the advice of the Chief Finance Officer.</p> <p>Revenue: a term used to describe the day-to-day costs of running Council services and income deriving from those services. It also includes charges for the repayment of debt, including interest, and may include direct financing of capital expenditure.</p> <p>Variance: difference between latest budget and actual income or expenditure. Can be to date if reflecting the current or most up to date position or projected, for example projected to the end of the month or financial year.</p> <p>Virement: the transfer of budget provision from one budget head to another. Virement decisions apply to both revenue and capital expenditure heads, and between expenditure and income, and may include transfers from contingency provisions. Virements may not however be approved between capital and revenue budget heads.</p>



CABINET

Date of Meeting	Tuesday, 14 th July 2020
Report Subject	21 st Century Schools - Mutual Investment Model Update
Cabinet Member	Leader of the Council & Cabinet Member for Education and Youth, and Cabinet Member for Corporate Management and Assets
Report Author	Chief Officer (Education and Youth) Chief Officer (Housing and Assets)
Type of Report	Operational

EXECUTIVE SUMMARY

The report provides an update on the Welsh Government's 21st Century School Programme, Mutual Investment Model (MIM).

The report provides detail on progress to date and the next steps of the MIM process. It seeks approval to execute the Strategic Partnership Agreement (SPA) with the Welsh Education Partnership company (WEPco) when they are appointed by Welsh Government in Autumn 2020.

RECOMMENDATIONS

1	That Cabinet underpins its previous commitment to the Ysgol Mynydd Isa 3-16 project as a Welsh Government MIM Pathfinder.
2	Approves the execution, delivery and performance of the Strategic Partnering Agreement with the Welsh Education Partnership Co in autumn 2020 to facilitate the delivery of a range of infrastructure services and the delivery of the proposed 3-16 campus at Mynydd Isa.
3	Approves the appointment of Neal Cockerton, Chief Officer (Housing and Assets) as 'Participant Representative' to sit on the national Strategic Partnering Board (SPB)

REPORT DETAILS

1.00	BACKGROUND
1.01	<p>Mutual Investment Model (MIM) is a new form of Public Private Partnership (PPP). It enables Welsh Government to deliver infrastructure projects beyond that set by present UK Government borrowing limits. If Welsh Government do not use MIM, £500 million pounds of investment in the education estate will not be available to councils within Wales and this would have implications on the Council's proposed programme locally.</p> <p>A private sector contractor is appointed via a new Welsh Government framework and the contractor finances, constructs and provides a 25 year 'life cycled' building product. This means that responsibility for funding and constructing the building, and then repairing and maintaining the building for 25 years once built, remains with the contractor. This results in buildings funded by MIM being maintained at a consistently high level for 25 years.</p> <p>The Council pays an annual charge which is funded from revenue similar to a rental payment called the 'service payment'. Through this programme councils will receive intervention rate funding from Welsh Government for a period of 25 years, thereafter the building is handed over to the Council. The funding from Welsh Government will be received in the form of a specific grant.</p>
1.02	<p>The intervention rate from Welsh Government is higher for MIM than traditionally funded capital projects, with the intervention rate being 81% Welsh Government / 19% Local Authority (through revenue budgets of both organisations). The value for money achieved through this model is comparable with the traditional capital intervention rate.</p>
1.03	<p>In March 2020, Cabinet agreed to amend the Council's nominated MIM project to the proposed project for the Mynydd Isa area and provided a mandate to officers to engage with Welsh Government's Strategic Partner for MIM, when they become available in Autumn 2020.</p>
1.04	<p>Consequently, Welsh Government have agreed that the proposed project in Mynydd Isa is pathfinder project, having passed a Welsh Government gateway. Since the Cabinet decision in March the School Modernisation Team have been working alongside Welsh Government commissioned specialist teams to progress the project up to the next stage of the MIM process.</p>
1.05	<p>In progressing the project detailed briefing work is now underway and a number of technical surveys have been instigated on site. This work will form:</p> <ul style="list-style-type: none"> • A detailed briefing package for the appointed Welsh Education Partnership company • Prepares the project for a Stage 1 submission &

	<ul style="list-style-type: none"> Assists in risk mitigation for the project at an early stage. <p>Appendix 1 – highlights the WEP new projects approval process, which the Council has to follow.</p>
1.06	In terms of the Welsh Government business case process, with a MIM project there is still a requirement to follow the four business case stages. Therefore, Officers have formally submitted an amendment to Strategic Outline plan (SOP) to Welsh Government, namely the formal request to swap the Council's nominated MIM project to the proposed 3-16 campus project at Mynydd Isa.
1.07	The next stage of the process, which was submission of the Strategic Outline Case (SOC) to Welsh Government was completed in June 2020.
1.08	The business case stages that will follow as the project progresses are; the Outline Business case (OBC) and Full Business Case (FBC). An FBC can only be planned once the project has been through full design development and cost certainty has been achieved. THE FBC approval releases finances and allows a construction start.
1.09	<p><u>The MIM Process</u></p> <p>Welsh Government have been actively procuring a private sector partner to work with it on the delivery of education and community facilities in Wales, under the MIM 21st Century Schools Programme. It will be the only means of delivering revenue funded Band B projects. The Welsh Government is expected to select and appoint a preferred bidder during the summer of 2020.</p>
1.10	The successful private sector partner and a subsidiary of the Development Bank of Wales will be required to form Welsh Education Partnership company (WEPco), which will deliver infrastructure services to the Participants (I.e. The Council) in Wales.
1.11	The Council and WEPco (subject to Cabinet approval) will enter into a Strategic Partnering Agreement. Under the Strategic Partnering Agreement, WEPco will be required to provide partnering services to the Council, including (i) project development and delivery; and (ii) supply chain assembly and management.
1.12	The Council, in order to proceed, is required to sign a Strategic Partnering Arrangement (SPA) with the WEPco.
1.13	Welsh Government have appointed have appointed legal advisors, Bevan Brittan through the Crown Commercial Services (CCS) Framework to act on the Council's behalf to support, advise and guide the Council through the terms of, and entry into, the Strategic Partnering Agreement.
1.14	<p><u>The Strategic Partnering Agreement</u></p> <p>The Participants to the arrangements will be a number of Local Authorities (including Flintshire County Council) and Further Education institutions.</p>

	<p>The Participants and the WEPco will enter into a Strategic Partnering Agreement (SPA). The SPA provides for how the parties act together over the long term in a collaborative partnering, non-adversarial and open manner to support the effective planning, procurement and delivery of education and community facilities in Wales and the delivery of infrastructure services.</p>
1.15	<p>The initial term of the SPA is 10 years. This may be extended by 5 years by any one or more Participants. Under the SPA, WEPco is required to provide partnering services to the Participants. These services include (i) project development and delivery; (ii) supply chain assembly and management and (iii) other professional services necessary to fund and deliver education and community facilities.</p>
1.16	<p>If a Participant receives funding for a 21st Century Schools and Colleges Band B MIM Programme project, WEPco has the exclusive right to develop proposals for the delivery of that project (Project Development Partnering Services) within the first 10 years of the SPA.</p>
1.17	<p>The Council is able to use the WEPco for other services as defined in the SPA.</p>
1.18	<p>Bevan Brittan's (Welsh Governments appointed legal advisors) role it is to support the Council through the MIM process and provide the standardised legal agreements for MIM, a draft SPA and any other ancillary documentation required.</p>
1.19	<p>Bevan Brittan have completed a draft SPA, these will need to be tailored to individual Council/project requirements post WEPco appointment. This legal work will be undertaken with Bevan Brittan, the Welsh Education Partnership company and appropriate officers from the Council. It should be noted that entering into the SPA (at this stage) does not bind the Council in any way.</p> <p>A summary of the SPA is included as appendix 2.</p>
1.20	<p>The SPA commits the council and the Welsh Education Partnership company to nine key principles:</p> <ul style="list-style-type: none"> • to develop close working relationships between WEPCo and the Participants at all levels; • to focus on achieving the best value for money operational performance within agreed timescales; • to set in place business and cultural processes to enable the Participants and WEPCo to establish and agree challenging time and performance objectives and to meet or better them; • to recognise each other's needs, constraints, limitations, capabilities, roles and responsibilities to achieve mutually beneficial outcomes; • to identify by regular monitoring, weaknesses and strengths in the relationship between and amongst the Participants and WEPCo and to work together to overcome the weaknesses and to build on the strengths; • to commit to the early recognition and resolution of differences, conflicts and disputes between and amongst the Participants and

	<p>WEPCo in a 'no surprises' environment;</p> <ul style="list-style-type: none"> • to appoint within each of the Participants and WEPCo co-ordinators at senior level who will support, defend and promote the long term strategic partnership between them and its principles of operation; • to develop openness and trust in a transparent information and data sharing environment; and • to positively promote equal opportunities and the Ethical Employment Code by combating discrimination on the grounds of race, ethnicity, religion, nationality, gender, disability, age or sexuality and promoting good relations between all sections of the community in 'everything we do' including; Delivering high quality Education Sector Services and (where relevant) Community Services for end users; and working with the local community and partners in the public, private or voluntary sectors.
1.21	<p><u>The Strategic Partnering Board (SPB)</u></p> <p>The SPB will act as the primary mechanism for managing WEPCo's performance. The SPB will be the central forum in which the Participants can work together with WEPCo, Welsh Government and other stakeholder representatives to ensure that the key principles of the SPA are met. See appendix 4.</p>
1.22	<p>In summary, the SPB's role will be to approve the Strategic Delivery Plan (SDP); ensure any new project proposals are consistent with the SDP; monitor WEPCo's performance against agreed Key Performance Indicators; approve any extension to the SPA term; and approve any proposed disposal of interest in share capital resulting in a loss of control by WEPCo. More detail of the role of the SPB is noted in Appendix 3.</p>
1.23	<p>There is a requirement for the Council to have a senior representative on the SPB, with the appropriate authority to make decisions on behalf of the Council.</p>
1.24	<p>The role of the Council's representative would be to attend the SPB meetings at least every three months, together with representatives of each Participant, WEPCo, Welsh Government and other stakeholder representatives as agreed. These meetings are to review financial and operating issues and provide strategic input into the partnering arrangements including the exchange of ideas in relation to each of the Participants' accommodation and service delivery requirements.</p>
1.25	<p>The SPB must have a quorum of five (5) Participants' representatives (one of whom must be a representative from Welsh Government) and a WEPCo Representative.</p>

2.00	RESOURCE IMPLICATIONS
2.01	<p>Decisions to commit to capital expenditure investing in assets to deliver high quality services efficiently have long term implications for future revenue budgets. Consideration must be given to schemes to ensure that they are affordable, sustainable and therefore prudent.</p>

2.02	<p>Regardless of the financial model chosen to invest in the school estate, whether it be traditional Capital or MIM, the funding of the schemes would be classed as long term debt. The debt would need to be repaid, along with associated interest costs through the Council's revenue budget over the life of the investment.</p> <p>Traditional capital is funded by prudential borrowing to fund the capital works which is managed by the Council. Interest is funded from revenue payable as soon as borrowing is incurred, and the borrowing is repaid (by the Minimum Revenue Provision) the year after the building becomes operational. The Council's MRP policy is to spread the charge over the life of the asset on an annuity basis, which results in an increasing charge over time to reflect the diminishing value of money over time.</p> <p>The capital works in MIM are managed and funded by the contractor so the Council will not borrow to fund the capital works and the associated risks are transferred to the contractor. Revenue payments will not start until the facilities have been built and available for use, and will be paid for via a monthly revenue charge over a period of 25-years (the Service Payment). The required accounting is that the asset remains on the Local Authority balance sheet matched with the total liability to pay the unitary charge over 25 years.</p>																								
2.03	<p>The initial stages of the Band B programme which has already been agreed and concentrates on projects at Connah's Quay High School (this has now completed), Queensferry campus (Including Plas Derwen), Ysgol Croes Atti, Shotton and Brynford CP School and have been included in the Council's Medium Term Financial Strategy (MTFS).</p>																								
2.04	<p>Annual contractual payments over the lifespan of MIM based on the Council's intervention rate (19% Council/81% Welsh Government) would commence post school construction/handover.</p>																								
2.05	<p>The estimated associated debt revenue costs arising from the schemes proposed within this report are set out in the table below:</p> <table border="1" data-bbox="320 1451 1273 1585"> <thead> <tr> <th colspan="8">MTFS - Total Profiled Estimated Revenue Pressures (£)</th> </tr> <tr> <th>2019/20</th> <th>2020/21</th> <th>2021/2022</th> <th>2022/23</th> <th>2023/24</th> <th>2024/25</th> <th>2025/26</th> <th>2026/27</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>5,475</td> <td>7,248</td> <td>25,987</td> <td>665,902</td> <td>670,814</td> <td>675,871</td> <td>681,079</td> </tr> </tbody> </table>	MTFS - Total Profiled Estimated Revenue Pressures (£)								2019/20	2020/21	2021/2022	2022/23	2023/24	2024/25	2025/26	2026/27	0	5,475	7,248	25,987	665,902	670,814	675,871	681,079
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0	5,475	7,248	25,987	665,902	670,814	675,871	681,079																		

3.00	CONSULTATIONS REQUIRED / CARRIED OUT
3.01	Reports on the SOP for 21 st Century school have previously been to E&Y Overview and Scrutiny Committee and Cabinet.
3.02	Where a project or area require school organisational change, consultation will be carried out in accordance with the School Organisation code.
3.03	Consultation will be required through the planning application process at the appropriate stage of development.

4.00	IMPACT ASSESSMENT AND RISK MANAGEMENT	
4.01	All projects are managed using a risk register. Risks are managed accordingly, and financial risks are managed through a project contingency. Any high level risk which cannot be managed with the projects/programme will be incorporated into the risk register for the Education and Youth Portfolio.	
4.02	Under the five delivery principles of the Well-being of Future Generations Act this report will have the following impacts:	
	Ways of Working Principle	Impact
	Long-term	Positive – assists in securing the future of schools in their local communities
	Prevention	Positive – appropriate capital investment provide better facilities and elongates the life of the building/s
	Integration	No Change
	Collaboration	No change- effective collaboration is already in existence
	Involvement	Positive – The proposed projects will help promote greater community integration/use/involvement.
4.03	Against the seven well-being goals of the Act, the potential impact of the report and its recommendations would be evaluated as follows:-	
	Well-being Principle	Impact
	Prosperous Wales	Positive impact - Capital investment directly benefits local supply chain/economy. A percentage of local expenditure is a requirement of the grant funding.
	Resilient Wales	Positive impact - Use of sustainable and recycled materials during construction, more energy efficient, potential reduction in carbon emissions.
	Healthier Wales	Positive Impact – Improved physical infrastructure and facilities which positively impact on the wellbeing of the school and its community.
	More Equal Wales	Neutral Impact – Equalities Impact Assessments are already

		embedded in school culture.
	Cohesive Wales	Positive Impact – Potential that the school could become a community hub through its better accommodation offer.
	Vibrant Wales	Positive Impact – Enables new facilities to improve, both curricular, extra-curricular and community use of school buildings.
	Globally Responsible Wales	Positive - Capital investment, delivers a more sustainable product, local spend and added benefits for apprenticeships, work experience in construction.

5.00	APPENDICES
5.01	Appendix 1 – WEP - New Projects Approval Process Appendix 2 – Strategic Partnering Agreement Summary Appendix 3 – WEP - Role of the Strategic Partnering Board

6.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
6.01	N/A Contact Officer: Damian Hughes Telephone: 01352 704135 Email: damian.hughes@flintshire.gov.uk

21st Century Schools - Is a collaboration between the Welsh Government (WELSH GOVERNMENT), the Welsh Local Government Association (WLGA) and local authorities. It is a major, long-term and strategic capital investment programme with the aim of creating a generation of 21st century schools in Wales.

Capital Funding - Capital funding is usually linked to acquiring or improving a long-term asset such as equipment or buildings.

Revenue Funding - Is linked to items that will be used within a year. Examples include salaries, heating, lighting, services and small items of equipment. Routine repairs are revenue expenditures and can include significant repairs that do not extend the life of the asset or do not improve the asset (the repairs merely return the asset to its previous condition).

MIM – Mutual Investment Model - MIM is a new form of Public Private Partnership (PPP). MIM is funded by revenue and is an alternative to traditional capital funding.

WEPco – A private Sector Partner and subsidiary of the Development Bank of Wales (known as Welsh Government co) will be required to form WEPco, which will deliver infrastructure services to Participant (I.e. the Council) in Wales

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WEP STRATEGIC PARTNERING DELIVERY MODEL

APPROVAL PROCESS FOR NEW PROJECTS

1 INTRODUCTION

- 1.1 The WEP Strategic Partnering Agreement (**SPA**) is the agreement entered into between the Local Authorities and Further Education Institutions (the **Participants**) and WEPCo (being the joint venture company established between the Private Sector Delivery Partner and a subsidiary of the Development Bank of Wales).
- 1.2 Schedule 5 of the SPA sets out the procedure by which WEPCo and the Participants will work together to agree which New Projects will be taken forward and approved for development by WEPCo and on what basis. Schedule 5 sets out a two stage Approval Process for such New Projects. The approval process (as discussed in more detail below) shall only apply in relation to Qualifying Projects regardless of whether the period of ten (10) years from the Commencement Date has expired.
- 1.3 The Parties may agree to utilise this process (amended as appropriate) in respect of other Project Services under Clause **Error! Reference source not found.** but are not obliged to do so.
- 1.4 A flow diagram outlining the Approval Process for New Projects is appended to this guidance note at Appendix A.
- 1.5 Capitalised terms in this guidance note shall have the meaning given to them in the SPA unless otherwise defined in this guidance note.

2 OBLIGATIONS OF THE PARTIES

How are New Projects identified at the outset?

- 2.1 WEPCo will work with Participants to develop local delivery plans (addressing Participants' requirements) which will form part of the annual Strategic Delivery Plan (**SDP**). WEPCo will then review the applicability of the SDP to the provision of education services in the Participant's Region to decide which New Projects should progress. The SPB shall ensure that WEPCo's proposals for New Projects are consistent with delivery of the latest SDP.

How far will WEPCo's role extend in developing New Projects and obtaining approval?

- 2.2 Paragraphs 2.1 and 2.2 of Schedule 5 lists WEPCo's general obligations in developing New Projects. WEPCo has a full set of obligations, including:
 - 2.2.1 identifying Participants' requirements for future New Projects;
 - 2.2.2 prioritising New Projects and advising on best timeframes for New Projects;
 - 2.2.3 engaging with stakeholders and advising on the preferred funding options;
 - 2.2.4 preparing outline business cases;
 - 2.2.5 obtaining all necessary approvals;
 - 2.2.6 agreeing an appropriate Comparator for determining adjustments to the Project Development Fee Cap; and
 - 2.2.7 agreeing each part of the Project Development Fee Estimate..
- 2.3 WEPCo shall (pursuant to Paragraph 2), without entitlement to specific or additional payment, work with the Participants and other members of the Strategic Partnering Board (**SPB**) to (including but not limited to) analyse and discuss the range of potential funding options for New Projects, as well as

develop the Participants' requirements in relation to New Projects (as more explicitly set out in Paragraphs 2.2.1 to 2.2.11).

What are the Participants expected to do by way of the Approval Process for New Projects?

- 2.4 Paragraph 2.3 of Schedule 5 sets out the Participants' obligations, which mainly includes obligations of co-operation with WEPCo, including providing necessary information; identifying its needs and funding opportunities (including benchmarks); and providing assistance in obtaining necessary Consents.
- 2.5 Each Participant will co-operate with WEPCo in its performance of its obligations (as set out in Paragraphs 2.2.1 to 2.2.11) in relation to any New Project or any potential New Project being developed by WEPCo. Where the potential Participant and WEPCo are unable to agree the matters referred to in paragraph 2.2.11 within a period of three (3) months, the SPB shall determine such matters.

3 NEW PROJECT REQUEST

- 3.1 Any Participant wishing to procure a New Project (**Relevant Participant**) shall first submit a New Project Request to WEPCo to produce a Stage 1 Submission (Paragraph 3.1). This New Project Request will need to set out matters, including but not limited to, the Affordability Cap, Specific Requirements, a clear detailed Project Brief and any requirements in relation to a New Project that must be satisfied as part of a Stage 1 Submission and/or Stage 2 Submission (as set out more explicitly in Paragraphs 3.1.1 to 3.1.3).
- 3.2 WEPCo shall be entitled (pursuant to paragraph 3.2) to raise any queries and request clarification from the Participant in relation to the New Project Request to enable it to fully assess the request and provide a meaningful response.
- 3.3 WEPCo shall then (in accordance with Paragraph 3.3) confirm in writing to the Participant, within twenty (20) Business Days of receipt of a New Project Request, whether it will submit a Stage 1 Submission to the Participant. If WEPCo confirms that it does not intend to do so, or fails to give the necessary confirmation, then the Participant shall be entitled to procure such New Project outside the terms of the SPA and shall not be in breach of the exclusivity provisions as set out in Clause 9 of the SPA (Exclusive Nature of this Agreement).
- 3.4 It is important to note that where the reason for WEPCo not proceeding is the Affordability Cap being unrealistically low, the parties shall (pursuant to Clause 3.3.1) work together in good faith to seek to agree an alternative Project Brief and/or Affordability Cap which will form the basis of a revised New Project.
- 3.5 If the parties fail to agree such terms within six (6) months of WEPCo's original confirmation, the Participant shall be entitled to procure the New Project outside the terms of the SPA and shall not be or be deemed to be in breach of the Clause **Error! Reference source not found.** exclusivity provisions. If the New Project is a Qualifying Project and they commence to procure such New Project prior to the expiry of ten (10) years from the Commencement Date at a substantially greater cost than the Affordability Cap, the Clause 9 exclusivity provisions will still apply.

4 STAGE 1 SUBMISSION AND APPROVAL

- 4.1 Upon WEPCo's confirmation of the New Project Request, WEPCo will (pursuant to Paragraph 4.1) produce outline proposals for New Projects, which develop and are consistent with the SDP where so requested. This is known as the Stage 1 Submission.
- 4.2 All Stage 1 Submissions will be produced within three (3) months (or such longer period up to a maximum of six (6) months where necessary) from the New Project Request. A Stage 1 Submission shall (as set out in Paragraph 4.2) be produced in accordance with the relevant Partnering Services Method Statement (to be incorporated into the SPA) and contain as a minimum (more expressly set out in Paragraphs 4.2.1 to 4.2.13):

- 4.2.1 a value for money assessment in respect of the New Project Request;
 - 4.2.2 a concept design (to RIBA Stage 2) of the New Project;
 - 4.2.3 a desktop study meeting the requirements of the Partnering Services Method Statements, site investigation studies and environmental impacts (as appropriate and as set out in Clause 4.2.3 more explicitly);
 - 4.2.4 confirmation as to whether the New Project requires the transfer of properties by the Participant to WEPCo, to a Project Service Provider, or to a wholly owned Subsidiary of WEPCo;
 - 4.2.5 the identity of the contractual structure and proposed corporate structure;
 - 4.2.6 a schedule of all material amendments required to the New Project Specific Project Agreement and template Project Agreement for MIM Projects taking into account the Approval Criteria;
 - 4.2.7 the identity of the Participant and/or other parties who will become Project Agreement Counterparties;
 - 4.2.8 an explanation as to how the New Project fits into the service delivery strategy as set out in the latest SDP;
 - 4.2.9 the effect (if any) on any employees of the Participant or relevant third party service providers;
 - 4.2.10 a planning brief;
 - 4.2.11 a maximum time period for submission of a Stage 2 Submission on the assumption that the New Tender Project achieves Stage 1 Approval;
 - 4.2.12 the proposed Project Development Fee Estimate; and
 - 4.2.13 a BIM Execution Plan.
- 4.3 The Stage 1 Submission must also be accompanied by a copy of the most recent WEPCo Performance Report and confirmation as to whether or not the Track Record Test has been passed at the date of submission of the Stage 1 Submission.
- 4.4 In developing a Stage 1 Submission, WEPCo shall (pursuant to Paragraph 4.3) liaise with the Participant and relevant end users as necessary to ensure the best available value for money is achieved through the appropriate consideration of all viable options and informed choices by WEPCo, stakeholders and the Relevant Participant(s). WEPCo shall also be obliged to enter into the Project BIM Agreement for the New Project and comply with its obligations thereunder. The Participant shall also (pursuant to Paragraph 4.4) without prejudice to the requirements of Schedule 6 of the SPA, provide WEPCo with such information as to its requirements and other inputs as WEPCo may reasonably require.
- 4.5 As part of its preparation for each Stage 1 Submission, WEPCo shall, save in respect of Pathfinder Projects, carry out a desktop study of the relevant site or sites and report to the Participant of such studies (in accordance with Paragraph 4.5).
- 4.6 Following receipt of a Stage 1 Submission by the Participant, (pursuant to Paragraph 4.6), the Participant shall have a period of two (2) months from the date of receipt of the Stage 1 Submission in which to notify WEPCo that it approves or rejects the Stage 1 Submission. If approved, this then becomes a Stage 1 Approved Project (Paragraph 4.6).

- 4.7 WEPCo's costs in relation to the preparation of a Stage 1 Submission that has been submitted in accordance with Paragraph 4 of Schedule 5 shall be borne by WEPCo unless in certain circumstances e.g. where the New Project subsequently becomes an Approved Project and the relevant costs are included as part of the Project Development Fee for such Approved Project (as more explicitly set out in Paragraphs 4.8.1 – 4.8.3).
- 4.8 It should be noted that if a Stage 1 Submission does not become a Stage 1 Approved Project, then in certain limited circumstances (as set out in detail in Paragraphs 4.9.1 – 4.9.3 including but not limited to where the New Project in question is not a Qualifying Project, then the Participant shall be entitled to procure the New Project outside the terms of the SPA and shall not be deemed to be in breach of the exclusivity provisions as set out in Clause 9 of the SPA, unless (in the case of Paragraph 4.9.1(a)) they seek to commence procurement of such New Project during any period when exclusivity in respect of the Participant has been reinstated pursuant to Clause **Error! Reference source not found.**, Clause **Error! Reference source not found.** or Clause **Error! Reference source not found.**
- 4.9 Finally, in relation to the Stage 1 Submission, where in respect of a New Project demolition of an existing facility is anticipated within the scope of a New Project and an Asbestos Management survey has not been carried out by the Participant and included within the New Project Request, WEPCo, shall then procure an Asbestos Management Survey with the support and guidance of the Participant, in accordance with the provisions as set out in Paragraphs 4.10.1 to 4.10.5.

5 STAGE 2 SUBMISSION AND APPROVAL

- 5.1 Once the Stage 1 Submission becomes a Stage 1 Approved Project, WEPCo, will (pursuant to Paragraph 5.1) when requested to do so in writing by the Participant, provide further Project Development Partnering Services to proceed regularly and diligently to develop a Stage 1 Approved Project into a detailed submission. This is known as a Stage 2 Submission. This shall then be presented to the Participant as soon as reasonably practicable and in any case within the maximum period specified in the Stage 1 Submission.
- 5.2 WEPCo shall, in developing a Stage 2 Submission (pursuant to Paragraph 5.2) continue to liaise with the Participant and relevant end users (Paragraph 5.2.1) and WEPCo shall be obliged to comply with its BIM protocol obligations under the Project BIM Agreement and submit a BIM Execution plan to the Participant within one month of commencing Stage 2.
- 5.3 As part of the Stage 2 process, the Participant shall provide WEPCo with any such information as to its/their requirements (including the Specific Requirements) and other inputs as WEPCo may reasonably require and shall assist WEPCo in the review of any draft designs and proposals in relation to the Stage 2 Submission (Paragraph 5.3.1) and generally co-operate with WEPCo in relation to any Stage 2 Submission (Paragraph 5.3.2).
- 5.4 WEPCo shall produce each Stage 2 Submission in accordance with the relevant Partnering Services Method Statement and shall procure that the Stage 2 Submission shall address all issues that have a potential impact on risk and/or price in respect of the proposed New Project and shall include as a minimum (including but not limited to and as set out in more detail in Paragraphs 5.4.1 to 5.4.18):
- 5.4.1 a value for money assessment in respect of the option given Stage 1 Approval;
 - 5.4.2 terms for the transfer of properties agreed between WEPCo and the relevant Participants or third parties;
 - 5.4.3 a mark-up of the Project Specific Project Agreement with Project Co's proposals;
 - 5.4.4 detailed design work (to RIBA Stage 4) and submission of relevant building warrant applications;
 - 5.4.5 requirements for planning approvals and all associated costs;
 - 5.4.6 an explanation as to why the Stage 2 Submission meets the Approval Criteria (as set out below);

- 5.4.7 a timetable setting out the stages and timescales for the period between achieving Stage 2 Approval and the execution of the Project Agreement in relation to that New Project;
 - 5.4.8 commitment letters from any proposed tenants or sub-tenants of the Facilities;
 - 5.4.9 details of the competency assessments undertaken and the results of the same, in respect of the potential 'Principal' Contractor for purposes of the CDM Regulations;
 - 5.4.10 the Corporate Structure of the Project Service Provider;
 - 5.4.11 a draft Project Co Shareholders' Agreement relating to any New Project which is a MIM Project;
 - 5.4.12 fully developed sub-contracts for each of the Contractor and (in the case of MIM Projects) the Service Provider and any relevant [Key Sub-Contractors]¹;
 - 5.4.13 details of the proposed security package; and
 - 5.4.14 commitment letters from the senior funders confirming acceptance of the documents submitted by WEPCo (in the case of MIM Projects).
- 5.5 The Approval Criteria consists of the criteria against which any New Project is judged in determining whether it achieves Stage 2 Approval. The criteria are set out in Paragraphs 5.5.1 to 5.5.10 in more detail, but include (and are not limited to) a requirement that the cost of the New Project is within the Affordability Cap; that it has been demonstrated that the New Project provides value for money; and that the New Project meets the Specific Requirements.
- 5.6 After the above has been complied with, WEPCo shall then submit its Stage 2 Submission to the Participants, copied to SPB (Paragraph 5.6). It is then expected that the SPB will provide a forum for discussion of such Stage 2 Submission. If, acting reasonably, the Participant finds that any material aspects of the Stage 2 Submission are unsatisfactory to them, the Participant shall notify WEPCo of the same and offer reasonable assistance to WEPCo to address such deficiencies.
- 5.7 Within sixty (60) Business Days of the later of submission to the Participant of a Stage 2 Submission and the date on which WEPCo provides them with all reasonable further information that has been requested and provided, the Participant shall give written notice of whether they reject or approve the Stage 2 Submission (as per Paragraph 5.7). If approved, this becomes a Stage 2 Approved Project.
- 5.8 Alternatively, the Participant may give notice that they reject the New Project on the grounds set out in Paragraph 5.7.2. One of the grounds is that there has been a change to the Affordability Cap since the New Project Request which has rendered the New Project not Affordable. If WEPCo has not been notified of the Participant decision then they shall be deemed to have rejected the New Project (Paragraph 5.8). In certain limited circumstances, where the Participant has rejected the New Proposal, WEPCo may be entitled to recover its Incurred Project Development Fee and procure the New Project outside the terms of the SPA (Paragraph 5.10).
- 5.9 Where a New Project has been rejected by the Relevant Participant on the grounds that it did not meet the Approval Criteria (Paragraph 5.7.2(b)), WEPCo shall be entitled, should it wish to do so, to refer the matter for consideration under the Dispute Resolution Procedure within ten (10) Business Days after receiving notice of the Rejection by the Participant (Paragraph 5.11).
- 5.10 Where a New Project becomes an Approved Project, WEPCo shall (pursuant to Paragraph 5.14) carry out further work to develop appropriate Project Agreements to implement the Approved Project on the terms of the Stage 2 Submission. The Participant shall (as set out in Paragraph 5.15) notify WEPCo

¹ Where applicable.

in writing as soon as they become aware of any matter which may adversely affect the viability of any New Project.²

- 5.11 The Participant shall then provide all reasonable assistance to WEPCo in relation to the procurement by WEPCo of all relevant Consents and the entering into of the relevant Project Agreement (Paragraph 5.16) and WEPCo shall (pursuant to Paragraph 5.18) novate all of its past, present and future rights, obligations and liabilities under a Project BIM Agreement to the Project Service Provider on or prior to the date of execution of the Project Agreement for the Approved Project.

6 CHANGES TO THE RELEVANT PARTICIPANT REQUIREMENTS

- 6.1 If there are any material variations to the Specific Requirements, Affordability Cap or Approval Criteria, in relation to a New Project by the Relevant Participant after a Stage 1 Submission has been submitted, then (pursuant to the provisions of Paragraph 6.1), WEPCo and the Relevant Participant shall negotiate in good faith as to the implications on the Stage 1 Submission and/or Stage 2 Submission (as appropriate) and shall seek to agree the changes to accommodate such variations.
- 6.2 The Participant may, (pursuant to Paragraph 6.2) at any time, give notice in writing to WEPCo that they propose to cancel a New Project without completing the Stage 1 Submission and Stage 2 Submission process (Paragraphs **Error! Reference source not found.** to **Error! Reference source not found.**). This is known as a Cancellation Notice.
- 6.3 Where the Participant issues a Cancellation Notice to WEPCo, the Participant shall (pursuant to Paragraph 6.2) pay WEPCo the Incurred Project Development Fee in respect of the cancelled New Project. The relevant date for calculation being the date of the Cancellation Notice.
- 6.4 It is important to note that, unless the period of ten (10) years after the Commencement Date has expired then, to the extent the New Project in question is a Qualifying Project, the Participant shall not be entitled to procure the Required Facilities and/or the provision of the Project Services outside the terms of this Agreement without recommencing this New Project Approval Process.

7 SUSPENSION OF EXCLUSIVITY

- 7.1 Where the Participant exercises any right to suspend exclusivity in accordance with Clause 9.7, Clause 23.3 or 23.10.1 of the SPA, while WEPCo is preparing a Stage 1 Submission or a Stage 2 Submission in respect of any New Project, then (pursuant to Paragraph 7) the Participant may notify WEPCo at any time while such suspension subsists to cease work on producing the relevant Stage 1 Submission or Stage 2 Submission.
- 7.2 In such circumstances, WEPCo shall then cease work and the Participant shall pay WEPCo the Incurred Project Development Fee in respect of the relevant New Project with the relevant date for calculation being the date of the notice from the Participant.

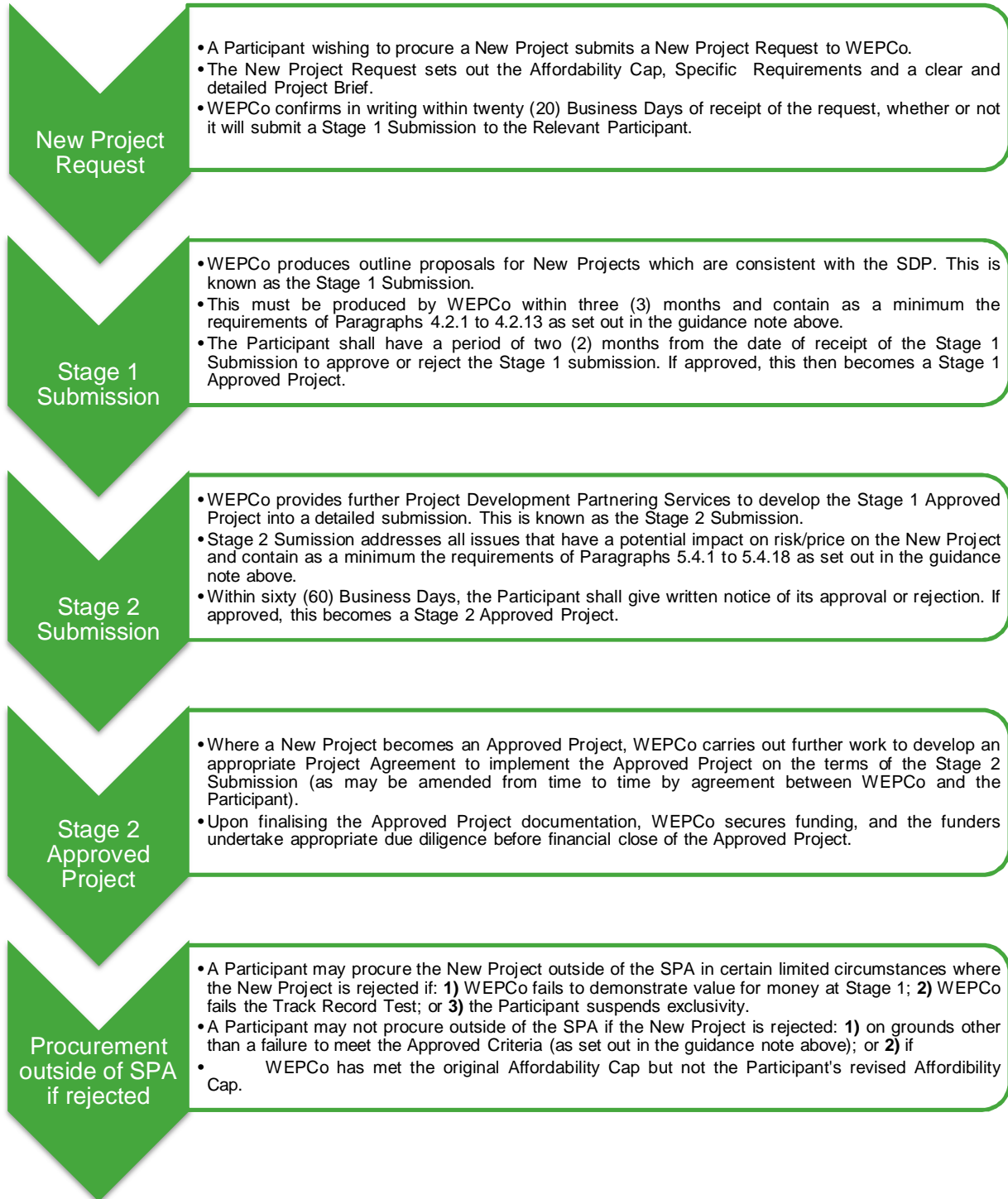
8 SURVEYS

- 8.1 Where WEPCo recommends that surveys, studies and/or investigations (other than desktop studies) are required for the purposes of a Stage 1 Submission, WEPCo will procure such surveys, studies and/or investigations on the terms and at prices agreed with the Participant.
- 8.2 The cost of the surveys, studies and/or investigations will be payable by the Participant to WEPCo within twenty five (25) Business Days of receipt of a valid invoice. This cost will not form part of the Project Development Fee unless the Participant and WEPCo agree to the contrary.

² The provisions of Paragraph 5.15 shall not apply to any Relevant Participant which is a Local Planning Authority exercising its functions as such.

APPENDIX A

APPROVAL PROCESS FOR NEW PROJECTS



WEP STRATEGIC PARTNERING DELIVERY MODEL

SUMMARY OF STRATEGIC PARTNERING AGREEMENT

1 INTRODUCTION¹

- 1.1 The WEP Strategic Partnering Agreement (**SPA**) is the agreement entered into between the Local Authorities and Further Education Institutions (**Participants**)² and WEPCo (being the joint venture company established between the Private Sector Delivery Partner (**PSDP**) and a subsidiary of the Development Bank of Wales).
- 1.2 The SPA provides for how the parties act together over the long term in a collaborative partnering, non-adversarial and open manner to support the effective planning, procurement and delivery of education and community facilities in Wales and the delivery of infrastructure services.
- 1.3 The SPA sets out the high level principles that underpin the delivery of the parties' obligations; the behaviours, vision and values of WEPCo; the establishment of a framework that promotes excellence and value for money; and the monitoring and management of WEPCo's performance.
- 1.4 Under the SPA, WEPCo will be required to provide **partnering services** to the Participants. These services include (i) project development and delivery; (ii) supply chain assembly and management and (iii) other professional services necessary to fund and deliver education and community facilities.
- 1.5 The initial term of the SPA is 10 years. This may be extended by 5 years by any one or more Participants. Certain protections in the SPA continue in force beyond the term of the SPA until the end of the last associated Project Agreement entered into by the Participant(s) for the delivery of individual education facilities.
- 1.6 WEPCo will have the sole and exclusive right for the term of the SPA to nominate a subsidiary of the PSDP (which will be a special purpose vehicle that holds the majority of voting rights, or a wholly owned subsidiary of such a company) (**Project Co**) to deliver MIM Projects, provided that the relevant criteria in the SPA are met. Approved MIM Projects will be developed by WEPCo, but delivered by Project Co which will enter into a Project Agreement with the relevant Participant to deliver the relevant MIM Project.
- 1.7 Participants will be able to request that WEPCo, or a nominated wholly owned subsidiary of WEPCo, provides other **project services** such as the delivery of design and build capital projects for education or community facilities under the SPA, provided that the relevant criteria in the SPA are met. WEPCo and/or its subsidiaries shall enter into all required agreements for the delivery of capital projects and/or FM services directly with the relevant Participant, which in the case of education sector capital projects shall be substantially in the form of the Template Education Design and Build Development Agreement appended to the SPA.

2 NEW PROJECTS

- 2.1 WEPCo shall, if requested to do so by one or more Participants, develop proposals for the implementation and delivery of new projects by a Project Service Provider. For MIM Projects, the Project Service Provider will be the Project Co that will be created for such purpose and for other approved projects shall be WEPCo or a Subsidiary of WEPCo. The role of WEPCo will include the raising of finance, project development, project management and supply chain assembly and management of a new project up to contractual/financial close, during the construction period and operational period.

¹ Capitalised terms have the meaning provided for in the Strategic Partnering Agreement unless otherwise stated.
² Note those named as a "Contracting Authority" in the OJEU notice will be entitled to sign and enter into the SPA.

- 2.2 The obligations on WEPCo and the relevant Participant in relation to the identification, approval and delivery of a new project are set out in Schedule 5 (*Approval Process for New Projects*).
- 2.3 For an overview of Schedule 5 and a flow chart outlining the Approval Process for New Projects, please see **separate guidance**.
- 2.4 WEPCo is obliged to assist Participants in developing local delivery plans, which will form the basis of an annual Strategic Delivery Plan (**SDP**) developed between the Participants and WEPCo. The Participants' requirements for new projects will in most cases be initiated through the inclusion of such projects in the latest edition of the SDP.
- 2.5 WEPCo will assist Participants in developing proposals for the delivery of new projects, the preparation of an outline business case and the obtaining of all necessary approvals to progress any new project request by a Participant.
- 2.6 With each approved new project, WEPCo will (or will procure a Project Service Provider will) enter into a Project Agreement, a template form of which is appended to the SPA at Schedule 7 (*Template Project Agreements*). For an overview of the Template Project Agreement, please see **separate guidance**. For every MIM Project, the Project Service Provider will enter into a Shareholders' Agreement to establish the relevant Project Co.³
- 2.7 WEPCo must evidence value for money both at the beginning and continuously throughout the development and delivery of new projects in accordance with Schedules 3 (*Partnering Services*), 5 (*Approval Process for New Projects*) and 6 (*New Project Pricing Report*).
- 2.8 The Participants will develop with WEPCo the approach to supply chain assembly for the delivery of a new project, the market testing of design and construction, hard facilities management services and the funding of the new project to ensure value for money. WEPCo and the relevant Participant(s) will work together to ensure that the pricing of a new project provides the relevant Participant(s) with robust, transparent and auditable information as to the costs, fees and prices included within WEPCo's proposals.
- 2.9 WEPCo shall, for all projects, monitor and update (where applicable) the predicted capital, whole life cost and any increase or reduction in estimated costs, the final cost of design and construction and the actual cost of maintaining and repairing each project. WEPCo will be expected to demonstrate to Participants through a WEPCo Performance Report and Annual Review, lower costs and/or greater value for money over the term of the SPA.
- 2.10 Planning permission for approved projects to be delivered by WEPCo must be obtained by WEPCo prior to signing the relevant Project Agreement.

3 PARTNERING SERVICES

- 3.1 WEPCo may provide a range of Partnering Services to Participants.
- 3.2 These fall into three categories:
 - 3.2.1 Ongoing Partnering Services;
 - 3.2.2 Project Development Partnering Services; and
 - 3.2.3 Strategic Support Services.

³ This will be substantially in the form of the Template Project Co Shareholders' Agreement appended to the SPA.

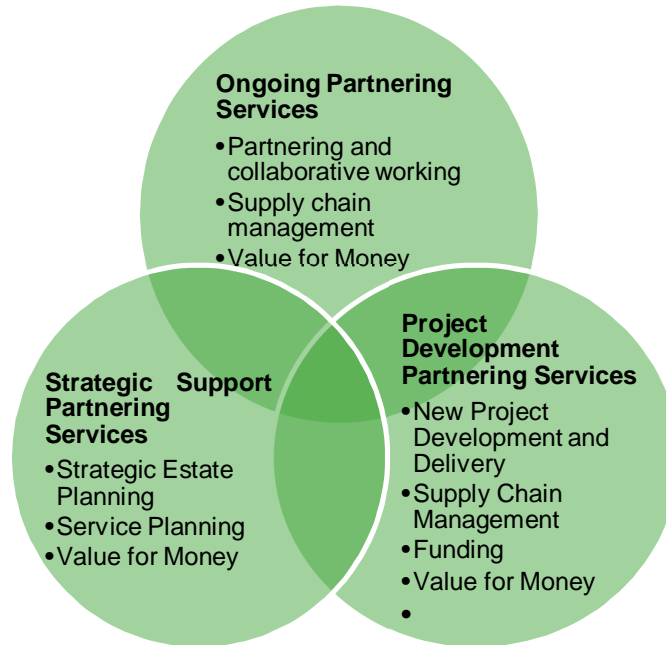


Figure 1 WEPCo Partnering Services

- 3.3 WEPCo shall provide **Ongoing Partnering Services** to the Participants that relate to the day to day operation of WEPCo, the fostering of partnering and collaborative working between the parties, supply chain management and the delivery of value for money.
- 3.4 WEPCo shall provide **Project Development Partnering Services** to implement and deliver projects identified in the SPA and all other 21st Century schools and colleges (Band B) MIM Programme Projects (**Qualifying Projects**) in accordance with the specification, KPIs (including community benefits) and rates set out in Schedule 3 (*Partnering Services*). The role of WEPCo is to develop proposals for a Qualifying Project to meet the Participant’s Requirements including affordability and other agreed approval criteria (services, operational, financial and value for money). The scope and specification of the services to be provided by WEPCo will be agreed between WEPCo and the relevant Participant on a project by project basis, together with the approval criteria.
- 3.5 The relevant Participant will remain as “sponsor” for business case approval purposes. The role of WEPCo will be to support the relevant Participant in preparing agreed outputs at each business case approval stage for the delivery of a Qualifying Project.
- 3.6 WEPCo shall also, where requested, provide **Strategic Support Partnering Services**, to support Participants in strategic estate planning and strategic services planning to plan education sector services and where requested, community services. These are discrete, consultancy support services that may be required by Participants. The Participants and WEPCo will jointly develop a Strategic Delivery Plan for the delivery of new accommodation requirements.
- 3.7 WEPCo must monitor the performance of each of the Partnering Services and Project Services at its own cost and expense, meet value for money requirements and demonstrate continuous improvement wherever practicable achieved through agreed KPIs, as developed in accordance with the SPA throughout the term.
- 3.8 For all Partnering Services, WEPCo must provide the Partnering Services in compliance of the WEP Objectives and all objectives set out in the SDP agreed between the Participants and WEPCo. All Partnering Services must meet the requirements for Value of Money set out in clause 13 and seek to obtain continuous improvement in providing the services.

Payment for Partnering Services

- 3.9 Clause 10 of the SPA governs what WEPCo is entitled to charge a Participant for the provision of Partnering Services.
- 3.10 WEPCo recovers Partnering Services Costs relating to Ongoing Partnering Services and Project Development Partnering Services in accordance with Schedule 4 (*Partnering Services Costs*) of the SPA. Partnering Services Costs are recovered either from the Participant on a “pay as delivered” basis, or as a lump sum at financial close of the relevant approved Project, or such costs are rolled into the financial model for the relevant approved Project and are repaid over the term of the relevant Project Agreement.
- 3.11 WEPCo recovers the costs incurred for the delivery of Strategic Support Partnering Services on a “pay as delivered” basis or as otherwise agreed with the relevant Participant procuring such services from WEPCo. The quantum of such costs will be calculated by reference to the rate card which will be included at Schedule 4 (*Partnering Services Costs*).

Subcontracting of Partnering Services

- 3.12 WEPCo is able to subcontract its obligations in respect of the whole or part provision of the Partnering Services to a Partnering Subcontractor but will remain responsible to the relevant Participants for the provision of the contracted out services.
- 3.13 WEPCo is responsible for ensuring the performance by the Supply Chain Members of their obligations under the relevant Supply Chain Agreements.
- 3.14 On the expiry or earlier termination of the SPA, the handover provisions set out in Schedule 20 (*Handover on Expiry or Termination*) will apply. Any staff engaged in the delivery of Partnering Services will transfer under TUPE regulations to the relevant Participant or third party successor provider of services.
- 3.15 For further detail on the scope of Partnering Services in Schedule 3 (*Partnering Services*) and Schedule 4 (*Partnering Services Costs*), please see **separate guidance**.

4 PROJECT SERVICES

- 4.1 WEPCo is responsible for providing **Project Services** to Participants. These are services required under a Project Agreement in relation to the design, construction, testing, commissioning and completion of premises (including any temporary works) and the installation of equipment, together with the provision of facilities maintenance (FM) services.
- 4.2 The SPA acknowledges that Participants may have existing providers in place to provide their accommodation requirements and associated services. WEPCo agrees to work with Participants to ensure the existing providers are treated fairly and that the individuals providing the existing services are, where possible, employed by the Project Service Provider.

5 EXCLUSIVITY

- 5.1 The Participants grant WEPCo the sole and exclusive right for the 10 year term of the SPA to provide:
 - 5.1.1 Ongoing Partnering Services
 - 5.1.2 Project Development Partnering Services in respect of projects identified in the SPA and 21st Century Schools and Colleges (Band B) MIM projects (**Qualifying Projects**)
 - 5.1.3 Project Services in respect of Qualifying Projects that become Approved Projects (as developed through Schedule 5 (*Approval Process for New Projects*)).

After 10 years exclusivity will not apply.

5.2 Participants may request WEPCo to deliver other services:

- 5.2.1 Project Services relating to Major Capital Projects in the education sector, save for MIM projects for a specified period;
- 5.2.2 Project Services relating to capital projects required for the provision of education sector services or community services;
- 5.2.3 Project Services in relation to the provision of FM Services required for the provision of education sector services or community services (not provided as part of any Qualifying Project);
- 5.2.4 Strategic Support Partnering Services;
- 5.2.5 Ongoing Partnering Services and/or Project Development Partnering Services after 10 years (where the term of the SPA has been extended);
- 5.2.6 Project Development Partnering Services in respect of potential New Projects which are not Qualifying Projects.

The above services are not subject to exclusivity.

5.3 The benefits of exclusivity include:

- 5.3.1 Participants will not have to embark on another regulated procurement for the delivery of Partnering Services or Project Services for the lifetime of the SPA.
- 5.3.2 Participants can be assured of the appropriate level of commitment from WEPCo to foster the development of a successful partnership and outcomes over the long term.
- 5.3.3 Participants can be assured regarding value for money and continuous improvement for the delivery of a pipeline of new projects.
- 5.3.4 Delivery of economies of scale over time through the growth of the WEPCo estate.

5.4 Exclusivity can be suspended if WEPCo fails the “Track Record Test” and will not apply until WEPCo passes a subsequent Track Record Test. This is an assessment of whether in the most recent WEPCo Performance Report shared with Participants on an annual basis, WEPCo has met specified KPIs (including those that relate to community benefits) as evidenced.

6 REPRESENTATIVES AND STRATEGIC PARTNERING BOARD (SPB)

- 6.1 Each Participant will appoint a representative to act on its behalf in relation to the SPA. The identity of the Participant’s Representative may change at any time following written notice to WEPCo and all other Participants. Each Participant Representative may also at any time, by written notice to WEPCo, authorise others to exercise the functions and powers of that Participant.
- 6.2 The SPB governs the relationship between WEPCo and the Participants. It will comprise of representatives of each Participant, WEPCo, Welsh Government and other stakeholder representatives as agreed by the Participants.
- 6.3 The SPB will meet at least every three months to review financial and operating issues and provide strategic input into the partnering arrangements including the exchange of ideas in relation to the Participants’ accommodation and service delivery requirements.

- 6.4 A quorum of the SPB is proposed to be five Participant's Representatives (one of whom must be a representative of the Welsh Government) and the WEPCo Representative. For any adjourned meeting, the quorum shall be one Participant's Representative (who must be a representative of the Welsh Government) and the WEPCo Representative. WEPCo and stakeholder representatives will not have a vote at SPB meetings. Decisions will be taken by majority vote. A decision that affects a Participant will only bind it if that Participant's representative has voted in favour of it.
- 6.5 The SPB will approve the annual Strategic Delivery Plan, ensure New Project proposals are consistent with the SDP, manage WEPCo's performance against agreed KPIs, approve any extension to the SPA term and approve any proposed disposal of interest in share capital resulting in a loss of control by WEPCo (or subsidiary).
- 6.6 WEPCo will be obliged to report on its KPIs which will be reviewed by the SPB annually. The SPB will assess whether the Track Record Test has been passed and if any significant performance failure has occurred. Any dispute shall be resolved under Schedule 21 (*Dispute Resolution Procedure*).

7 DEFAULT

Participant Default

- 7.1 Participant Event of Default includes:
 - 7.1.1 one or more Participants being in breach of clauses 9.1, 9.2 and 9.6 (exclusivity clause);
 - 7.1.2 one or more Participants failing to attend SPB meetings which has a material adverse effect on WEPCo or any Project Service Provider;
 - 7.1.3 one or more Participants being in breach of the SPA which delays the execution of any Project Agreement relating to an Approved Project by more than 40 Business Days;
 - 7.1.4 an expropriation, sequestration, nationalisation or requisition of any Facilities or assets and/or shares of WEPCo or its Holding Company or Project Service Provider by a Participant or any other Relevant Authority (where this occurs due to a Relevant Authority, all Participants will be deemed responsible for the Event of Default); and
 - 7.1.5 any non-payment by a Participant under the SPA exceeding £100,000 60 Business Days after demand.
- 7.2 Where a Participant Event of Default occurs, WEPCo may either:
 - 7.2.1 suspend their performance of the SPA in relation to the Participant in default until that Participant can demonstrate to WEPCo's reasonable satisfaction it is capable of performing their obligations; or
 - 7.2.2 notify the Participant of the Event of Default.

If the Participant Event of Default is capable of remedy and has not been remedied within 30 Business Days or is not capable of remedy with immediate effect, WEPCo may either serve notice on each Participant in default terminating the SPA in relation to them with immediate effect or simply notify the Participants in default of the effect their default has had. Any Participants in default will be liable to pay compensation to WEPCo in accordance with section 1 of Schedule 14 (*Compensation on Participant Event of Default and Termination*). If the SPA is terminated in its entirety by the default, compensation under section 2 of Schedule 14 (*Compensation on Participant Event of Default and Termination*) will be payable.
- 7.3 If a Participant is served a Participant Default Notice more than once in any 12 months, it will not receive Project Development Partnering Services or any Strategic Support Partnering Services unless paid monthly in arrears.

- 7.4 The Participants have several liability, other than where two or more Participants have suffered an Event of Default leading to a termination of the SPA, in which case, the loss of WEPCo will be split between the defaulting Participants.

WEPCo Default

- 7.5 The SPA provides for a long list of circumstances which constitute a WEPCo Default including amongst others, WEPCo breaching the SPA, WEPCo failing to provide the Partnering Services, WEPCo breaching health and safety laws; WEPCo failing to pay Participants under the SPA which exceeds £10,000 for 60 Business Days on demand; WEPCo or a Project Service Provider suffering an Insolvency Event; and WEPCo (or WEPCo Party) committing a Prohibited Act.
- 7.6 On a WEPCo Event of Default, each Participant can (acting through the Welsh Government) suspend the exclusivity granted to WEPCo which will include any New Projects that have not yet reached Stage 2 approval. The Participants can lift that suspension at any time and the suspension of exclusivity will be lifted on remedy of the default and where the PSDP shares in WEPCo are sold.
- 7.7 The SPA provides for an escalation of remedies following a WEPCo Event of Default, proportionate to the severity of the default, which may be exercised by the Participants (acting through Welsh Government). These include: suspension of exclusivity; requiring a remediation programme to be implemented; an improvement programme to satisfy Participants that the events will not recur; termination of a non-performing supply chain member; and ultimately termination of the SPA.
- 7.8 WEPCo will reimburse each Participant for all reasonable costs incurred by each Participant as a result of WEPCo's breach of the SPA.

8 WEPCO INDEMNITIES

- 8.1 As would be expected under a long term partnering agreement, the SPA includes provisions under which WEPCo indemnifies the Participants, and the Participants indemnify WEPCo, for certain losses. These are limited to Direct Losses, and exclude Indirect Losses (such as loss of profit and loss of business opportunity), and further Participants partially exclude their liability for their negligence (see below) and claims in tort.
- 8.2 The scope of the indemnity provided by WEPCo is slightly wider than the Participants' indemnities to WEPCo, as the Participants' indemnities are limited to Direct Losses sustained by WEPCo as a consequence of any negligent act or omission by that Participant (or a Participant Party relating to that Participant) relating to the performance or non-performance of the Participant's obligations under the SPA, or a breach of an express provision of the SPA by that Participant. The indemnities provided by WEPCo relate to any act or omission of WEPCo (not just its negligence or breach of an express obligation).
- 8.3 The indemnities cover death and/or personal injury, damage to assets of the other party and third parties. In each case (and subject to the overriding limitation on the scope of the Participants' indemnities described in above), each party is liable for Direct Losses sustained in consequence of any claim for death and/or personal injury of their own employees or persons engaged by them, notwithstanding any act or omission of the other party.
- 8.4 In respect of death or personal injury to third parties, and damage to property, each party indemnifies the other for Direct Losses they cause (save to the extent caused or contributed to by the Participant's own negligence (where WEPCo is indemnifying the Participant) or WEPCo's own acts or omissions (where the Participant is indemnifying WEPCo). Physical damage to property is typically an insured risk, and the indemnity given by the Participants to WEPCo excludes insured losses. Where damage to property has been caused (or contributed to) by the Participant's own negligence, and they are claiming under the WEPCo indemnity, the Participant is responsible for the deductibles under any policy of insurance, and any sums over the maximum amount required to be insured under the SPA insurance policies.

9 DISPUTE RESOLUTION

- 9.1 Disputes are dealt with in accordance with the resolution procedure set out in Schedule 22 (*Dispute Resolution Procedure*). If a Dispute occurs, the parties must consult in good faith. If that is unsuccessful, the Dispute must be escalated to senior personnel. If that is unsuccessful, the Dispute will be escalated to mediation and failing that to arbitration. The exception to this is where a party requires an order restraining another party from doing any act or compelling another to do any act or a judgement for a liquidated sum where there is no arguable defence.

10 INSURANCE

- 10.1 The insurances listed in Schedule 9 (*Insurances*) and any others required by law must be taken out by WEPCo, subject to insurance being available in the market to cover WEPCo in its role during the lifetime of the SPA. The insurance will cover any indemnity claims against WEPCo in relation to any death or bodily injury or third party property damage arising out of or in connection with the Partnering Services.
- 10.2 If a Project Service Provider notices a risk becoming an Uninsurable Risk under the relevant Project Agreement, the Participants and WEPCo will hold a SPB meeting within 7 Business Days and will use their reasonable endeavours to agree a position with regards to the risk within 20 Business Days of notice.

11 INTELLECTUAL PROPERTY RIGHTS

- 11.1 WEPCo grants a free, irrevocable, non-exclusive and transferable (but only to any assignee or transferee of any rights or benefits under the SPA or following termination of the SPA) licence to each Participant to use the Intellectual Property Rights which are vested in WEPCo and where possible, where vested in third parties. WEPCo will indemnify Participants where they receive a claim as a result of the Participant infringing third party Intellectual Property Rights (other than as a result of the Participant acting outside of the terms of the SPA).

12 ASSIGNMENT AND SUBCONTRACTING

- 12.1 WEPCo cannot assign or dispose of the SPA without the prior written consent of the Participants, other than where granting security rights in a form approved by the Participants prior to grant.
- 12.2 A Participant cannot assign or dispose of the SPA other than to a limited set of organisations set out in clauses 28.4.1 to 28.4.4, including the Welsh Ministers, an agency of the Welsh Ministers, Government or Local Authority, any other Further Education Corporation or Designated Institution or any person with the legal capacity or sufficient financial resources to perform the obligations of the Participant. Depending on the transferee, the obligations may need to be guaranteed by the Participant.

Bevan Brittan LLP

11 May 2020

WEP STRATEGIC PARTNERING DELIVERY MODEL

ROLE OF THE STRATEGIC PARTNERING BOARD (SPB)

1 INTRODUCTION¹

1.1 The WEP Strategic Partnering Agreement (**SPA**) is the agreement entered into between the Local Authorities and Further Education Institutions (**Participants**)² and WEPCo (being the joint venture company established between the Private Sector Delivery Partner (**PSDP**) and a subsidiary of the Development Bank of Wales).

1.2 The purpose of the SPA is to establish a long term partnership (initial term of 10 years, which may be extended by 5 years) between WEPCo and the Participants. The SPA provides for the creation of the Strategic Partnering Board (**SPB**); this paper summarises the role of the SPB in the context of the SPA.

2 THE SPA KEY PRINCIPLES

2.1 The SPA commits the Participants and WEPCo to work to the following nine (9) key principles, and the SPB is the guardian vehicle of these commitments.

2.2 The key principles of the SPA are:

- a) to develop close working relationships between WEPCo and the Participants at all levels;
- b) to focus on achieving the best value for money operational performance within agreed timescales;
- c) to set in place business and cultural processes to enable the Participants and WEPCo to establish and agree challenging time and performance objectives and to meet or better them;
- d) to recognise each other's needs, constraints, limitations, capabilities, roles and responsibilities to achieve mutually beneficial outcomes;
- e) to identify by regular monitoring, weaknesses and strengths in the relationship between and amongst the Participants and WEPCo and to work together to overcome the weaknesses and to build on the strengths;
- f) to commit to the early recognition and resolution of differences, conflicts and disputes between and amongst the Participants and WEPCo in a 'no surprises' environment;
- g) to appoint within each of the Participants and WEPCo co-ordinators at senior level who will support, defend and promote the long term strategic partnership between them and its principles of operation;
- h) to develop openness and trust in a transparent information and data sharing environment; and
- i) in accordance with the Equality Requirements to positively promote equal opportunities and the Ethical Employment Code by combating discrimination on the grounds of race, ethnicity, religion, nationality, gender, disability, age or sexuality and promoting good relations between all sections of the community in 'everything we do' including:

¹ Capitalised terms have the meaning provided for in the Strategic Partnering Agreement unless otherwise stated.

² Note those named as a "Contracting Authority" in the OJEU notice will be entitled to sign and enter D

- a) Delivering high quality Education Sector Services and (where relevant) Community Services for end users; and
- b) Working with the local community and partners in the public, private or voluntary sectors.

3 SPB MECHANICS

3.1 SPB Structure

The SPB will comprise of:

- a) one representative from each of the Participants;
- b) one representative of WEPCo, nominated by the board of directors of WEPCo;
- c) one additional representative of Welsh Government (at Welsh Government's discretion); and
- d) a reasonable number of Stakeholder Representatives interested in or affected by Education Sector Services and/or Community Services;

3.1.1 Participant Representatives are expected to be senior representatives of the Participant, with the appropriate authority to make decisions on behalf of the Participant. They should be experienced in holding a director or similar position and have the required skills to make the decisions required to be made by the SPB. Participants will need to consider any likely conflicts of interest and ensure that conflicts of interest do not prevent the chosen representative from fulfilling their role as representative as well as any other role they hold directly in the Participant organisation.

3.1.2 The identity of a Participant's Representative in the SPB may change at any time following written notice to WEPCo and all other Participants.

3.1.3 A Participant Representative may also give written notice to WEPCo authorising others to exercise the functions and powers of that Participant at SPB meetings.

3.1.4 A Chairman will be appointed on an annual basis from amongst the Participants' Representatives. Save where agreed to the contrary by the Participants, it is intended that the post of Chairman will rotate annually amongst the Participants' Representatives in turn. The Chairman will be non-voting in his capacity as Chairman.

3.2 SPB Meetings

3.2.1 The SPB will meet regularly at least every 3 months to provide strategic input into how the partnering established by the SPA is operating, and to review financial and operating (including performance) issues.

3.2.2 Agendas for SPB meetings will be circulated on behalf of the Chairman five (5) Business Days in advance (with supporting papers) and any party wishing to raise other agenda items will notify all other members of the SPB (with supporting papers) in writing no later than three (3) Business Days in advance.

3.2.3 The SPB must have a quorum of five (5) Participants' Representatives (one of whom must be a representative from Welsh Government) and a WEPCo Representative. If a quorum is not present at any meeting of the SPB within thirty (30) minutes of that meeting's start time, the SPA requires that the meeting is adjourned to the same time and place five (5) Business Days later. For any adjourned meeting, the quorum shall be one Participant's Representative (who must be a representative of the Welsh Government) and the WEPCo Representative. Telephone conference calls or video conferences shall be valid as a meeting of the SPB.

- 3.2.4 The Participants must arrange for a person to take minutes of all SPB meetings and circulate the same to all representatives and the Chairman within five (5) Business Days after the relevant meeting.
- 3.2.5 All members of the SPB are obliged to use reasonable endeavours to ensure their regular attendance at all meetings and each Participant will, unless unavoidable, ensure that its representative on the SPB is appropriately empowered to agree matters on its behalf.
- 3.2.6 Each Participant is required to use reasonable endeavours to ensure that its representative on the SPB conducts himself in accordance with the partnering principles contained in the SPA and in a manner intended to ensure that the SPB complies with its obligations and carries out its functions in a timely manner.
- 3.2.7 Decisions will be taken by a majority vote. WEPCo and Stakeholder Representatives will not have a vote at SPB meetings. A decision that affects a Participant will only bind it if that Participant's representative has voted in favour of it.

4 PARTNERING SERVICES

- 4.1 The SPB will serve as a forum for the open exchange of ideas, and will enable the Participants to discuss their forthcoming accommodation and service delivery requirements to ensure an integrated co-ordinated and practical approach to fulfilling such requirements.

4.2 The Strategic Delivery Plan

The Strategic Delivery Plan (**SDP**) will set out objectives based on Participants' local delivery plans and will be developed annually between the Participants and WEPCo. The SPB will be required to approve:

- 4.2.1 the initial SDP put forward in accordance with Section 1 of Schedule 11 (*Initial SDP*); and
- 4.2.2 any amendments made to the SDP in accordance with Section 2 of Schedule 11 (*Updated SDP*).

4.3 The Management System

The SPB shall be required to approve the following systems established by WEPCo:

- 4.3.1 a quality management system for the purpose of ensuring and demonstrating that all aspects of the Partnering Services and all other matters for which WEPCo is responsible under the SPA are carried out fully in conformity with the relevant provisions of SPA and WEPCo's quality management policies and objectives;
- 4.3.2 an appropriate system for implementing WEPCo's occupational health and safety (**OH&S**) policies and objectives to enable it to control its OH&S risks and improve its OH&S performance over time; and
- 4.3.3 an appropriate system for achieving and demonstrating sound environmental performance by controlling the impacts of WEPCo's activities, products and services on the environment, consistent with its environmental policy and objectives.

4.4 The Partnering Services Costs Rates

- 4.4.1 WEPCo is required to provide report of the Partnering Services rates and prices by reference to:
 - a) other relevant local and national trends;
 - b) the rates and prices actually paid by WEPCo for similar services (where WEPCo has used Good Industry Practice to secure best value in respect of those services);

and taking account of value for money objectives set out in the Key Performance Indicators and the outcomes of the Partnering Services Supply Chain Refresh.

- 4.4.2 The SPB shall decide whether to approve any proposal of an increase or decrease of, or no change to the rates.

5 MANAGING WEPCO PERFORMANCE

- 5.1 The SPB will act as the primary mechanism for managing WEPCo's performance.
- 5.2 WEPCo will be required to regularly monitor and report to the SPB on its performance (and its Partnering Subcontractors) under the SPA, of the Project Service Providers and the Supply Chain Members under Project Agreements.
- 5.3 Within twenty (20) Business Days of each Review Date, WEPCo will issue to the SPB the WEPCo Performance Report, which will detail a review of whether each of the Key Performance Indicators has been met.
- 5.4 In less than one (1) month of the Review Date in that year, the SPB will hold a formal Annual Review of the operation of the SPA and WEPCo's performance in the context of the targets and objectives in the SDP and the Key Performance Indicators. As part of this review, the SPB (excluding for such purposes WEPCo's representative) will review WEPCo's progress against the partnership objectives in the SPA and the WEPCo Performance Report and the SPB and WEPCo shall agree any key findings from such review together with the implications relating to WEPCo's future activities.
- 5.5 The SPB shall be entitled to require information and/or clarification from WEPCo in relation to the WEPCo Performance Report including as to whether or not the Track Record Test has been passed and, whether any Significant Performance Failure has occurred.

6 APPROVAL PROCESS OF NEW PROJECTS

- 6.1 In respect of New Projects, the SPB will work with WEPCo and Participants to:
- 6.1.1 identify, analyse and discuss the Participants' collective and individual accommodation requirements;
 - 6.1.2 assist in the development of local delivery plans and review their applicability to the provision of Education Sector Services and Community Services in the Region;
 - 6.1.3 develop further the SDP, in particular to further refine the proposals contained in the SDP;
 - 6.1.4 decide the basis upon which New Projects are prioritised;
 - 6.1.5 identify and appraise available options for meeting the Participants' accommodation requirements and recommend (on the basis of best available value for money) which New Projects to progress;
 - 6.1.6 advise how best to bundle accommodation requirements within a New Project to ensure that the New Project is Affordable, offers value for money and provides a solution with an appropriate level of flexibility;
 - 6.1.7 take into consideration the views of relevant stakeholders in relation to the SDP and actual or potential New Projects;
 - 6.1.8 develop the Participants' requirements in relation to New Projects (which will be developed further during the Stage 2 Approval process) to enable it to form the basis for the agreement of the relevant Project Agreement;

- 6.1.9 analyse and discuss the range of potential funding options for New Projects including the feasibility of third party funding such as sponsorship when considering and developing a New Project;
- 6.1.10 assist in the preparation of outline business cases and obtaining all necessary approvals; and
- 6.1.11 for any New Project in respect of which such Participant(s) has/have indicated an intention to submit a New Project Request, agree:
 - a) the appropriate Comparator for purposes of determining any adjustments to the Project Development Fee Cap pursuant to paragraph 2 of Schedule 4 (Partnering Services Costs) in respect of such Comparator; and
 - b) each part of the Project Development Fee Cap for each stage.
- 6.2 Where the potential Relevant Participant(s) and WEPCo are unable to agree the matters referred to in paragraph 6.1.11 above within a period of three (3) months, the SPB shall determine such matters.
- 6.3 The SPB should be provided with copies of both the Stage 1 and Stage 2 Submissions and will provide a forum for discussion of whether the submissions meet the Approval Criteria. Approval of the New Projects is ultimately decided by the Relevant Participant(s).

7 EXTENDING THE SPA TERM

- 7.1 The term of the SPA may be extended for an additional five (5) years after the Initial ten year term. The SPB will meet twelve (12) months before the Initial Expiry Date to review:
 - 7.1.1 the performance of the Parties under the SPA and, in particular, the performance of WEPCo in delivering the Partnering Services to the performance standards set out in Clause **Error! Reference source not found.** (*Services Obligations*);
 - 7.1.2 the Education Sector Services and Community Services needs of the population within the Region; and
 - 7.1.3 whether it would be beneficial to the provision of all or any of the Education Sector Services and/or Community Services in the Region to extend this Agreement for a further five (5) year period from the Initial Expiry Date.
- 7.2 It will then be decided by WEPCo and one or more of the Participants whether to extend the term of the SPA by five (5) years from the Initial Expiry Date.

8 DISPOSAL OF PROPERTIES AND/OR SHARES

- 8.1 SPB approval will be required in respect of any action, which would result in a loss of control (direct or indirect) by WEPCo of any Subsidiary of WEPCo, which is a Project Service Provider. The SPB is obliged to act reasonably and without undue delay, taking into account any proposals put forward. If the SPB does not approve the proposed action, WEPCo must use all reasonable endeavours to procure that its Subsidiary and/or the relevant Project Service Provider shall not proceed with that proposed action.
- 8.2 It will be deemed to constitute a material breach of the SPA by WEPCo if:
 - 8.2.1 any Project Service Provider takes any action under its Project Agreement, which under the terms of such agreement, requires the SPB's consent without such consent having first been obtained, or
 - 8.2.2 WEPCo or any Subsidiary of WEPCo takes any action, which requires the SPB's consent or agreement under the SPA without such consent or agreement having first been obtained.

9 INSURANCE

- 9.1 Where a Project Service Provider for a MIM Project has notified a Project Agreement Counterparty of a risk becoming an Uninsurable Risk (pursuant to the provisions of the relevant Project Agreement), the Participants and WEPCo must ensure that a meeting of the SPB is held as soon as is reasonably practicable (and in any event within seven (7) Business Days of receipt by the Project Agreement Counterparty of such notice).
- 9.2 At that meeting the SPB will consider the situation and the parties will work together to use all their respective reasonable endeavours to obtain an agreed position from the SPB in relation to the risk becoming an Uninsurable Risk within twenty (20) Business Days of the Project Service Provider notifying the Project Agreement Counterparty as described above.

10 CONCLUSION

The SPB will be the central forum in which the Participants can work together with WEPCo, Welsh Government and Stakeholder Representatives to ensure that the key principles of the SPA are met. The SPB's role will be to approve the SDP; ensure any New Project proposals are consistent with the SDP; monitor WEPCo's performance against agreed KPIs; approve any extension to the SPA term; and approve any proposed disposal of interest in share capital resulting in a loss of control by WEPCo (or subsidiary).



CABINET

Date of Meeting	Tuesday, 14 th July 2020
Report Subject	Communal Heating Charges 2020/21
Cabinet Member	Cabinet Member for Housing
Report Author	Chief Officer (Housing & Assets)
Type of Report	Operational

EXECUTIVE SUMMARY

The Housing and Assets Portfolio currently operates eight communal heating schemes within Flintshire. The Council negotiates fuel costs in advance and tenants benefit from the Council's Industrial and Commercial Contract rate.

New communal heating charges are based on the previous year's energy use ensuring a more accurate assessment of costs and impacts (negative or positive) on the heating reserve account.

The proposed recharges for 2020/21 are set out within this report. In the majority of cases, the recharge to tenants has reduced for 2020/21, which as in other years, would allow Flintshire to recover the projected costs of the heating charges whilst still passing on the benefit of reduced energy costs to tenants.

RECOMMENDATIONS

1	That Cabinet supports changes to the current heating charges at council house properties with communal heating schemes as outlined in the table 1, paragraph 1.07 of this report. All changes will take effect from 31 st August 2020.
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REPORT DETAILS

1.00	EXPLAINING THE COMMUNAL HEATING RECHARGES
1.01	The Housing and Assets Portfolio currently operates eight communal heating schemes within Flintshire. The Council negotiates fuel costs in advance and tenants benefit from the Council's Industrial and Commercial contract rate. The cost of fuel used within these schemes is paid for initially by the Authority through a heating reserve account and then collected from tenants in addition to their weekly rent.
1.02	New communal heating charges are based on the previous year's energy use ensuring a more accurate assessment of costs and impacts (negative or positive) on the heating reserve account.
1.03	Any proposed changes to charges are intended to ensure that each communal heating scheme recovers the full energy cost charged in respect of each scheme.
1.04	The Council charges tenants for the energy consumed within each block. This is a basic flat rate charge irrespective of individual usage. The method of applying tenants heating charges is to apply uplifts or decreases to tenants each year, based on previous year's usage plus energy rate costs.
1.05	<p><u>2018/19</u> In April 2018 the cost of gas increased by an average of 10%. A colder winter also meant that the majority of schemes saw a small increase in usage. The previously approved stepped increase proposal was revised to avoid an increasing deficit on the heating reserve account in 2019/20.</p>
1.06	<p><u>2019/20</u> In April 2019, the average price increase was 18%. As a result of the mild winter the majority of schemes saw a small decrease in usage.</p> <p>During the year in 2019/20 works were completed on upgrading the heating systems at Panton Place, Holywell and in one area of Glan y Morfa Court, Connah's Quay. As a result of this work, these tenants are now billed directly by their chosen utilities provider based on their own meter readings and usage.</p>
1.07	<p><u>2020/21</u> The table below sets out recommended heating charges for 2020/21 based on actual usage in 2019/20. The assumption has been made that costs will have reduced by an average of 14% in 2020/21 and that usage remains at similar levels for the next 12 months.</p> <p>Revised charges will be introduced from 31st August 2020.</p>

Table 1

Communal Area		Weekly Charge 2019/20	Increase 2020/21	Revised Weekly Charge 2020/21
Bolingbroke Heights, Flint	1 Bed	£ 4.80	£ (0.70)	£ 4.10
	2 Bed	£ 5.76	£ (0.84)	£ 4.92
Richard Heights	1 Bed	£ 4.80	£ (0.70)	£ 4.10
	2 Bed	£ 5.76	£ (0.84)	£ 4.92
Castle Heights, Flint	1 Bed	£ 4.95	£ (0.25)	£ 4.70
	2 Bed	£ 5.94	£ (0.30)	£ 5.64
Llwyn Beuno, Holywell	1 Bed	£ 10.55	£ (4.55)	£ 6.00
	2 Bed	£ 12.66	£ (5.46)	£ 7.20
Llwyn Aled, Holywell	1 Bed	£ 12.20	£ (4.25)	£ 7.95
	2 Bed	£ 14.64	£ (5.10)	£ 9.54
Acacia Close, Mold	1 Bed	£ 6.80	£ 0.50	£ 7.30
	2 Bed	£ 8.16	£ 0.60	£ 8.76
	3 Bed	£ 9.18	£ 0.68	£ 9.86
Glan-y-Morfa Court1, Connahs Quay	1 Bed	£ 9.65	£ -	£ 9.65
	2 Bed	£ 11.58	£ -	£ 11.58
Glan-y-Morfa Court2, Connahs Quay	1 Bed	£ 9.65	£ (4.35)	£ 5.30
	2 Bed	£ 11.58	£ (5.22)	£ 6.36
Chapel Court, Connah's Quay	1 Bed	£ 8.90	£ (2.50)	£ 6.40
	2 Bed	£ 10.68	£ (3.00)	£ 7.68

It should be noted that in the majority of cases, the recharge to tenants has reduced, which allows Flintshire to recover the projected costs of the heating charges whilst still passing on the benefit of reduced energy costs to tenants.

The exception within table 1 above is Acacia Close, Mold which identifies an increase in heating charges of 7% (an average across the three property types of £0.59p per week). This compares with a reduction in heating charges for this site of 18% last year. Flintshire County Council's Energy Team will be working with the supplier to install automatic readers on the meters at Acacia Close. This will support more accurate and timely billing by the utilities provider and will, in turn, allow us to bill our tenants based on more accurate information going forward.

At Glan y Morfa Court, Connah's Quay, works are ongoing to install individual meters to tenants' properties in Block 1. As this work is unlikely to be completed until later in 2020/21, charges have been kept static for these tenants and this will be reassessed upon completion of the works.

2.00	RESOURCE IMPLICATIONS
2.01	As identified above.

3.00	IMPACT ASSESSMENT AND RISK MANAGEMENT
3.01	Tenants cannot claim Housing Benefit for the cost of domestic heating.
3.02	Estimates have been based on energy usage during 2019/20. A severe winter could lead to higher costs which may result in an increased charge during 2021/22.

4.00	CONSULTATIONS REQUIRED / CARRIED OUT
4.01	The report was shared with Community and Environment Scrutiny Committee for consideration and comments at its meeting on the 7 th July 2020, the committee confirmed its support.

5.00	APPENDICES
5.01	None.

6.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
6.01	None.

7.00	CONTACT OFFICER DETAILS
7.01	Contact Officer: Rachael Corbelli, Strategic Finance Manager Telephone: 01352 703363 E-mail: rachael.corbelli@flintshire.gov.uk

8.00	GLOSSARY OF TERMS
	<p>Housing Revenue Account: records all revenue expenditure and income relating to the provision of council dwellings and related services.</p> <p>Tenant: a person who occupies land or property rented from a landlord (in this instance Flintshire County Council).</p> <p>Heating Reserve Account: the account which records all expenditure on communal heating and all income from tenants.</p>



CABINET

Date of Meeting	Tuesday 14 July 2020
Report Subject	Review of Public Space Protection Orders
Cabinet Member	Deputy Leader of the Council and Cabinet Member for Streetscene and Transportation Cabinet Member for Planning and Public Protection
Report Author	Chief Officer (Streetscene and Transportation) Chief Officer (Planning, Economy and Environment)
Type of Report	Operational

EXECUTIVE SUMMARY

Public Spaces Protection Orders (PSPO's) are an intervention to prevent individuals or groups committing anti-social behaviour in a public space. They are part of the Anti-Social Behaviour, Crime and Policing Act 2014 ("the Act").

Councils may make a PSPO after consultation with the Police, the Police and Crime Commissioner and appropriate community representatives. Once introduced, they can be enforced by Council Officers, Police Officers or Police Community Support Officers, if they are designated to do so.

Cabinet approved the making of a dog control PSPO's in September 2017, following a period of consultation and the other requirements under the Act.

PSPO's can last for a maximum of three years before a review is required and the Orders are now due for review or will expire on 19th October 2020.

To extend a PSPO the Council must firstly undertake a public consultation and notification exercise in accordance with the Act, as if it were making a new order.

Under provisions of the Act, Flintshire's Alcohol Designated Public Place Order transitioned automatically into a Public Space Protection Order. This order allows Police Officers the power to ask members of the public to surrender alcohol if a member of the public are believed to be causing a nuisance in a public place. This is not a total alcohol ban in public areas, and is not applicable to licensed premises, but encouragement of sensible drinking. This Order also needs to be reviewed.

RECOMMENDATIONS

1	To seek Cabinet approval to consult with the required statutory consultees and members of the public with the purpose of gaining views to extend the two current PSPO's in Flintshire for a period of three years.
2	To seek Cabinet approval for the consultation methods proposed to gain views on extending the two current PSPO's in Flintshire for a period of three years.

REPORT DETAILS

1.00	EXPLAINING THE BACKGROUND TO THE PROPOSALS
1.01	<p>PSPO's are designed to stop individuals or groups committing anti-social behaviour in a public place. PSPO's may not be made for a period of more than three years, but can be extended or varied if legal requirements are met.</p> <p>On 12th September 2017, Cabinet approved the making of a Dog Control Public Space Protection Order (PSPO) following a period of consultation and other requirements under the Act. The PSPO required dog owners to:</p> <ol style="list-style-type: none">1. Remove their dogs' waste from all public places within Flintshire,2. Have a means on their person to pick up dog waste,3. Place their dog on a lead when asked by an authorised officer if the dog was causing a nuisance.4. Prohibit dogs from entering the playing areas of public marked sports pitches, formal recreation areas including but not exclusively bowling greens and tennis courts, fenced equipped children's play areas and all areas within school grounds,5. Keep their dog on a lead in cemeteries.
1.02	<p>Since the implementation of the dog control PSPO over 1,100 dog walkers have been approached and provided with information and advice on the prohibitions of the Order. A total of 3 Fixed Penalty Notices (FPN's) have been issued for dog fouling and 45 for dogs entering the boundaries of marked sports pitches. Whilst enforcement activity is timed to busy periods of dog walking and when intelligence is received about a regular offender, it is difficult to actually witness dog owners not clearing up after their dogs. The Council has adopted a high profile approach in order to act as a deterrent and enforcement officers enter into dialogue with dog walkers during their patrols to ensure that they are aware of the PSPO's. It should be noted that a high number of FPN's is not the only measure by which the success of PSPO's should be measured and overall cleanliness and public awareness of the FPN process should also be considered.</p>
1.03	<p>Flintshire's Designated Public Place Order automatically transitioned to a PSPO under the Act in October 2017. The order allows designated officers, in this case Police Officers, the power to ask members of the public to surrender their alcohol if they are deemed to be a nuisance in</p>

	public areas. Licensed premises are not included under these restrictions. Drinking alcohol in a public place is not a breach of the Order, but refusing the officers request to cease drinking, or surrender their alcohol when asked.
1.04	Initial discussion has taken place with Flintshire's North Wales Police Chief Inspector who is supportive of the Alcohol Control PSPO being consulted on with the same requirements.
1.05	<p>PSPO's can be introduced in a specific public area where the local authority is satisfied on reasonable grounds that certain conditions have been met. These would include the nature of the anti-social behaviour requiring that:</p> <ul style="list-style-type: none"> • Activities that have taken place have had a detrimental effect on the quality of life of those in the locality, or it is likely that activities will take place and that they will have a detrimental effect • The effect or likely effect of these activities: <ul style="list-style-type: none"> • Is, or is likely to be, persistent or continuing in nature • Is, or is likely to be, unreasonable • Justifies the restrictions being imposed <p>Any local authority that made a PSPO, may extend the period for which it has effect if it is satisfied, on reasonable grounds that doing so is necessary to prevent an occurrence or recurrence of the activities identified in the order, or an increase in the frequency or seriousness of those activities, after that time.</p>
1.06	<p>PSPO's are not permitted to have an effect for a period of more than 3 years, unless extended under Chapter 2 Section 60 of the Act.</p> <p>Before the time when a PSPO is due to expire, the local authority that made the PSPO may extend the period for which it has effect if satisfied on reasonable grounds that doing so is necessary to prevent—</p> <p>(a) occurrence or recurrence after that time of the activities identified in the order, or</p> <p>(b) an increase in the frequency or seriousness of those activities after that time.</p> <p>An extension under this section may not be for a period of more than 3 years, but a PSPO may be extended under this section more than once.</p>
1.07	A constable or authorised person of the Council may issue a Fixed Penalty Notice of £75 to anyone he or she believes to be guilty of an offence under PSPO restrictions, which would be required to be paid within 14 days. Failure to do so may lead to a fine on summary conviction not exceeding level 3 (currently £1000) on the standard scale.
1.08	Consultation is proposed to take place through two online surveys, one for each PSPO, asking for residents and statutory consultees' views on the PSPO's to be extended and whether the requirements of the orders are proportionate, on the FCC website for a period of 5 weeks through August

	2020 and the first week in September 2020. The consultation responses will be considered by the Council before a decision is made on final PSPO's.
1.09	<p>The requirements for the Dog Control PSPO are for dog owners to:</p> <ol style="list-style-type: none"> 1. Remove their dogs' waste from all public places within Flintshire, 2. Have a means on their person to pick up dog waste, 3. Place their dog on a lead when asked by an authorised officer. 4. Prohibit dogs from entering the playing areas of public marked sports pitches, formal recreation areas including but not exclusively bowling greens and tennis courts, fenced equipped children's play areas and all areas within school grounds, 5. Keep their dog on a lead in cemeteries. <p>An interactive map will be made available online with colour coding of each land category showing which restriction is in force at which location, including relevant land adopted by the local authority since the Order was made in 2017, along with a document explaining Frequently Asked Questions.</p> <p>With regard to the Dog Control PSPO consultation it is proposed to write to the following outlining the proposal to extend the PSPO and where they are able to take part:-</p> <ul style="list-style-type: none"> • Elected members • School head teachers, • Town and Community councils, • Bowling club secretaries, • Lease holders of affected land, i.e sports clubs. • Charities and Organisations such as the RSPCA and Kennel club, • North Wales Police and the Police and Crime Commissioner. • Any other appropriate community representatives.
1.10	<p>The Alcohol Control PSPO will require the following to be written to directing them to take part in the consultation.</p> <ul style="list-style-type: none"> • Elected Members • North Wales Police • The Police and Crime Commissioner • Flintshire's Drug and Alcohol Teams and Substance Misuse Service • The Area Planning Board • Town And Community Councils • Any other appropriate Community representative.
1.11	A press release through local newspapers, regular updates via FCC social media and highlighted on the FCC website will be made to inform the public on the proposals and where/how to take part in the consultation.
1.12	Following closure of the consultation period the results of the surveys will be considered and analysed and a report will be submitted to the Environment Overview and Scrutiny Committee for discussion and

	recommendations on the final PSPO's (subject to consultation outcomes) to be made to Cabinet.
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2.00	RESOURCE IMPLICATIONS
2.01	Budget – There may be costs associated with any signage for the new PSPO's in any areas where they may need to be displayed. These costs will need to be funded from current budgets
2.02	Legal – Notice and publicity of the PSPO will need to be made prior to any extension being made.
2.03	Staffing – The Dog Control PSPO would be enforced by Streetscene Enforcement staff. An Alcohol Control PSPO would be enforced by designated officers of North Wales Police.

3.00	IMPACT ASSESSMENT AND RISK MANAGEMENT
3.01	<p>An Equality Impact and Welsh Language Assessment (EIA) was completed for the current Dog Control PSPO and the Order contains exemptions for those with protected characteristics. This document shall be reviewed for the proposed extension of the Dog Control PSPO and a new EIA will be completed and included before recommendations for the final order.</p> <p>To enable a PSPO to be extended the legal requirements of the Anti Social Behaviour, Crime and Disorder Act 2014 have to be met, which includes required consultation. Not to meet the statutory requirements may result in successful legal challenge.</p> <p>Documents are not, due to current the current COVID 19 pandemic, going to be physically available for the public to view at FCC public buildings. This is not a legal requirement under the Act, nor is it desired in the relevant statutory guidance.</p> <p>Both Orders expire on 19th October 2020. Not having any Order in place following this date will mean any enforcement of the current prohibitions will not be able to take place.</p>

4.00	CONSULTATIONS REQUIRED/CARRIED OUT
4.01	FCC must carry out the necessary consultation and the necessary publicity, and the necessary notification before extending the period for which a PSPO has effect.

	<p>The necessary consultation means consulting with—</p> <ul style="list-style-type: none"> (a) the chief officer of Police, and the local policing body, for the Police area that includes the restricted area; (b) whatever community representatives the local authority thinks it appropriate to consult; (c) the owner or occupier of land within the restricted area; <p>The necessary publicity means—</p> <ul style="list-style-type: none"> (a) in the case of a proposed Order or variation, publishing the text of it; (b) in the case of a proposed extension or discharge, publicising the proposal; <p>The necessary notification means notifying the following authorities of the proposed Order, extension, variation or discharge</p> <ul style="list-style-type: none"> (a) the parish council or community council (if any) for the area that includes the restricted area;
4.02	Consultation has taken place with the Chief Officer of Streetscene and staff
4.03	Consultation has taken place with Flintshire’s Chief Inspector of North Wales Police
4.04	Environment Overview and Scrutiny will consider the matter at their meeting July when the committee will be provided with the opportunity to make comments on the renewal plans and consultation process.

5.00	APPENDICES
5.01	None

6.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
6.01	None

7.00	CONTACT OFFICER DETAILS
7.01	<p>Contact Officer: Stephen O Jones Telephone: 01352 704700 Email: stephen.o.jones@flintshire.gov.uk</p> <p>Contact Officer: Andrew Farrow Telephone : 01352 703201 Email: andrew.farrow@flintshire.gov.uk</p>

8.00	GLOSSARY OF TERMS These are provided corporately on the Infonet (link) and maintained by the Executive Office
8.01	Public Space Protection Orders (PSPO's) Fixed Penalty Notice (FPN)

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CABINET

Date of Meeting	Tuesday, 14 th July 2020
Report Subject	Supporting Living Framework and Commissioning of Services
Cabinet Member	Cabinet Member for Social Services
Report Author	Chief Officer (Social Services)
Type of Report	Operational

EXECUTIVE SUMMARY

Denbighshire County Council previously led on an electronic procurement exercise (tender) to establish a regional North Wales Agreement for Domiciliary Care Services for adults on behalf of the six North Wales Local Authority partners and Betsi Cadwaladr University Health Board (BCUHB). This agreement was adopted by all partners, including Flintshire, and commenced 1st April 2018.

Building on from this Agreement, a further electronic procurement exercise (tender) has been completed, again led by Denbighshire County Council, with the purpose of introducing a North Wales Supported Living Framework.

In February 2020 Denbighshire's Cabinet approved the North Wales Support Living Framework on behalf of all the 7 partner organisations, and agreed for it to go live from the 1st April 2020.

By adopting this Framework, it will enable Flintshire to commission its support living services, when they come up for renewal, effectively and efficiently whilst ensuring consistency and quality of provision across North Wales.

Social Services currently has 3 supported living services that require commissioning/ re-commissioning and we are proposing to utilise the new North Wales Support Living Framework (call off contract) to tender and select a new provider.

To meet Contract Procedure Rules for the Council approval from Cabinet is required to progress with the tender and award of these contracts.

RECOMMENDATIONS

1	This report seeks approval to adopt the North Wales Support Living Framework for all future supported living commissioning exercises.
2	To approve the proposal to re-commissioning the 3 supported living properties detailed in this report, as per our Contract Procedure Rules that require Cabinet approval for the award of contracts with a value over £2 million.

REPORT DETAILS

1.00	EXPLAINING THE NORTH WALES SUPPORTED LIVING FRAMEWORK
1.01	Denbighshire County Council previously led on an electronic procurement exercise (tender) to establish a regional North Wales Agreement for Domiciliary Care Services for adults on behalf of the six North Wales Local Authority partners and BCUHB. This agreement was adopted by all partners, including Flintshire, and commenced 1 st April 2018. This Agreement ensures that the partners meet their requirements of the 'Social Services & Wellbeing (Wales) Act 2014' and the 'Regulation & Inspection of Social Care (Wales) Act 2016.
1.02	Building on from this Agreement, a further electronic procurement exercise (tender) has been completed, again led by Denbighshire County Council. With the purpose of introducing a North Wales Supported Living Framework, the exercise approved a range of new providers wishing to deliver supported living services across the North Wales region and for existing approved providers of domiciliary care to also deliver supported living services under this Framework.
1.03	All of the 7 North Wales partner organisations have contributed to the evaluation of the tenders against a published procedure and criteria. To be successful on the North Wales Supported Living Framework providers have been required to pass appropriate organisational due diligence checks including financial stability, health and safety and insurance requirements, and evidence how they are working to promote the well-being of the people that they support.
1.04	A team of over 25 professionals across the 7 partner organisations have been involved in scoring the providers' tenders. The Evaluation Team has agreed the outcome of the evaluation – to accept the tenders of 35 suppliers (that have met all the published qualification and quality requirements) to form the new North Wales Supported Living Framework.

1.05	In February 2020 Denbighshire's Cabinet approved the North Wales Support Living Framework on behalf of all the 7 partner organisations, and agreed for it to go live from the 1 st April 2020.
1.06	By adopting this Framework, it will enable Flintshire to commission our support living services, when they come up for renewal, effectively and efficiently whilst ensuring consistency and quality of provision across North Wales. As 35 providers have already been 'approved' following quality and due diligence checks, it will enable Flintshire's Commissioners to re-commission services using a mini / 'shorten' procurement process that is agreed and outlined in Flintshire Contract Procedure Rules.
1.07	For any service contract with a total value (annual contract value times the length of the contract) of £1 million will received the necessary delegated approval and any contract over £2 million will seek Cabinet approval prior to re-commissioning, as per the Contract Procedure Rules.
1.08	In Flintshire there are 59 supported living services across the County, which are delivered by 10 different providers; Social Services delivers 15 of these supported living services in-house. Individuals and families can choose to fund their care and support via Direct Payments, with 12 supported living services being delivered by Direct Payments in Flintshire.
1.09	All supported living providers are being supported by Social Services during the current pandemic, this includes support with Personal Protective equipment (PPE), virtual training, weekly telephone conference calls and sharing of information as new guidance is released. The services are being managed well and to date there are no reported positive COVID-19 cases in any of the supported living services in Flintshire.
1.10	Social Services currently has 3 supported living services that require commissioning / re-commissioning and we are proposing to utilise the new North Wales Support Living Framework to tender and select a new provider for these.
1.11	Two of these services, which are commissioned services, require re-tendering are as a result of the existing provider serving notice on the contract as they will no longer be delivering services in North Wales. This provider also currently supports 2 further supported living services which are funded via Direct Payments (please refer to point 1.20 for further information on these). The third service is a new service enabling four individuals to move into independent living. These 3 supported living services will be commissioned under 2 service contracts.
1.12	The individuals to be supported under these contracts all have either a learning disability, mental health condition, autism as well as other health needs, some of which are complex health needs. These services will provide all individuals with community based care and support that is focused on independence, progression and achieving well-being outcomes.
1.13	The services will be delivered to all individuals as per their integrated care and support plans and via trained and experienced Support Workers. The

	Support Workers will be employed and managed by the Provider. Here is an outline of the services we intend to commission:
1.14	The first service requires specialist 24 hour support for the individuals within the property to live independently within their home and the community. The individuals all require 1:1 and 2:1 support at times, including waking night support as a result of complex health needs.
1.15	The funding of this service is primarily met by Social Services, with a contribution towards one individual's care and support package coming from BCUHB.
1.16	The second service is for flexible daytime outreach support for an individual to enable them to live independently in their property and their local community.
1.17	The third service will be a new service to give four individual's independence, requiring specialist 24 hour support that has a shared core support element.
1.18	We have been working collaboratively with the individuals (where possible), the families and professionals to develop an appropriate service specification that meets the needs of each individual. It is our intention to procure these services together with the families to select the most economically advantageous delivery organisation.
1.19	Using the current service cost for the support packages of all services these contracts will exceed the £2 million threshold even if the contract period was for a 5 year period; however it is our intention to secure a long term commitment for these contracts to provide continuity for the individuals, families and to also provide security and sustainability for the new provider. As a result of the value of these contracts, the approval of Cabinet to proceed is required.
1.20	We are also supporting and working together with the individuals and families of those services who have also been given notice by the outgoing provider, but are currently funded by Direct Payments. These families are exploring the best way forward for re-commissioning their services and the option of coming under the commissioned route is still a possibility being considered. If this is the outcome of these discussions, the services would form part of the procurement exercise completed by Social Services, working collaboratively with the families. Funding for these services have been approved and are budgeted for by Social Services, whether it be funded through a Direct Payment or commissioned service.

2.00	RESOURCE IMPLICATIONS
2.01	Funding for two of the services are currently met by Social Services; with a 50% contribution from BCUHB on the package of support for one individual. The local authority currently pays £470,627.56 per annum for these services. Under the procure exercise the authority will be looking to select the most economically advantageous provider, with the quality of

	the service provision being a most important consideration. As a result, it is not envisaged that we will secure significant savings on these services, if any. The funding for these services is currently supported by Social Services and is not additional to the existing budget.
2.02	The existing provider for the two properties is no longer going to be operating in North Wales; this coupled with the ability to transfer the knowledgeable and experienced staff using Transfer of undertakings protection of payment regulations (TUPE) will support continuity of care for the individuals, which is a key priority for everyone concerned. As long as the staff are eligible for TUPE, they will have the choice to transfer across to the new provider following the successful award. We will follow TUPE Regulations and support the transfer between the outgoing and new provider.
2.03	The third service is a new service. Two of individuals are coming from the community, currently living at home with their parents and this is a move to meet their progression and well-being outcomes to live independently; there is currently no accommodation cost to the authority. The third individual to move into this property is coming from a residential care setting, so again is a positive move in terms of his independence, and the existing cost of the support to the authority is £145,000 per annum. There is to be a four individual identified for this property, awaiting decision at accommodation panel. It is assumed, based on the current market rate and the assessed hours of support required for all individuals (the three confirmed individuals), the cost for this property will be in the region of £160,000 per annum. Therefore the authority will see a slight increase in funding towards this new service. However, the funding for this has been approved by Social Services and is budgeted for. When the fourth individual is confirmed, the funding for their care and support will also be approved by Social Services and budgeted for prior to inclusion in this contract.
2.04	The staffing resource for the new service will require the successful provider to recruit staff to deliver the service. Under the service specification we have given guidance on the skills and experience required by the staff to deliver the outcome based support and also to ensure that we get the right match of staff for the individuals concerned.

3.00	IMPACT ASSESSMENT AND RISK MANAGEMENT
3.01	There are two primary risks to the commissioning of these supported living services in Flintshire, which are centred on the outgoing provider and the notice that they have served on their services.
3.02	As the outgoing provider has served notice on all of their contracts, we have a set period of time in which we need to re-commission the services and secure a new provider. This coupled with the current climate has been a challenge in terms of managing anxieties and planning for a successful procurement exercise. As a result, there are key deadlines which must be achieved in order to successfully award the contracts.

3.03	Furthermore, the biggest risk to manage is the continuity of care for the individuals and the impact that the change in provider will have on their well-being; they have been achieving excellent outcomes with the existing provider and are happy with the current care and support. As a result we have been keen to ensure that we transfer as many of the staff as possible from the outgoing provider to the new provider; we have been supporting this in a number of ways, such as: carefully considered communication plan, accurate TUPE information and close monitoring of the situation.
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4.00	CONSULTATIONS REQUIRED/CARRIED OUT
4.01	In Social Services we adopt a collaborative approach to commissioning, which is not only good practice but a requirement under the Social Services and Well-being Act (Wales) 2014.
4.02	As part of the development of the North Wales Supported Living Framework a consultation event to place with the sector in November 2018 and we continued to work in collaboration with all parties.
4.03	More recently and in relation to the proposed Flintshire commissioning, we have engaged with a range of professionals, the individuals themselves (those with capacity) and their families to collectively agree the best way forward for commissioning these supported living services. Aspects that were important to the individuals and families, such as retaining the current support workers, was a strong consideration.
4.04	In addition, all stakeholders have been involved in the development of the procurement documentation, such as the service specification and the evaluation methodology. This helps to ensure the right service is being commissioned to provide person centred support to all individuals concerned.

5.00	APPENDICES
5.01	Supported living call off contract.
5.02	Supported Living service specification.
5.03	Supported living successful providers.
5.04	Denbighshire County Council, Cabinet Report – 18.02.2020.

6.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
6.01	North Wales Domiciliary Care (Framework) Agreement – Denbighshire Cabinet Report – 27.02.2018



Award of NW Dom
Care Agreement - DC

7.00	CONTACT OFFICER DETAILS
7.01	Contact Officer: Dawn Holt, Commissioning Manager Telephone: 01352 702128 E-mail: dawn.holt@flintshire.gov.uk

8.00	GLOSSARY OF TERMS
8.01	<p>Autism: Autism is a ‘hidden disability’, meaning it is not easy to recognise when someone has the condition. Autistic individuals may experience difficulties in social communication.</p> <p>Commissioning of services: The development of service provision that includes the specifying of requirements and procurement of organisations other than the Council to deliver services.</p> <p>Contract Procedure Rules: Rules and procedures that ensure that contracts are awarded based on open and transparent competition</p> <p>Direct Payment: Are as payment made by a local authority social services department to an individual who has been assessed as having care and support needs who wish to arrange their own care and support services</p> <p>North Wales Domiciliary Care (Framework) Agreement: Denbighshire County Council has led on a procurement exercise (tender) to establish a North Wales Domiciliary Care Framework Agreement for adult services on behalf of the six local authority partners and BCUHB. The Agreement replaced the existing regional contractual agreements, which did not meet the requirements of the Social Services and Well-being (Wales) Act 2014 and the Regulation of Inspection for Social Care Act 2016. This Agreement was approval by all partners (27.02.2018) and came into effect on the 1st April 2018.</p> <p>North Wales Supported Living Framework: Denbighshire County Council has led on a procurement exercise (tender) to establish a North Wales Supported Living Framework on behalf of the six local authority partners and BCUHB. The Framework builds on from the North Wales Domiciliary Care Framework Agreement. This Agreement was approval by Denbighshire County Council Cabinet on the 18.02.2020 on behalf of all partners and came into effect on the 1st April 2018.</p> <p>Supported Living: Housing and support that is built around a person, allowing them to choose where they live, with whom and how they are supported</p>

<p>TUPE (Transfer of Undertakings Protection of Employment) Regulations: Transfer of Undertakings Protection of Employment Regulations (TUPE) – Employees transfer automatically to the new organisation with their terms and conditions of employment and continuity of service preserved.</p>
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**CALL OFF CONTRACT
TERMS AND CONDITIONS
FOR THE PROVISION OF
SUPPORTED LIVING SERVICES**

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1. **THE PARTIES**

1.1. **Insert name of Local Authority entering into the call off contract** (the "Commissioner")

And

1.2. [Betsi Cadwaladr University Health Board whose principal address is Headquarters, Ysbyty Gwynedd, Penrhosgarnedd, Bangor, Gwynedd, LL57 2PW]

(‘The Health Board’)

together and individually referred to as

(“The Commissioner(s)”)

and

1.3. **Name and address of registered branch/office of the registered Provider**

(the “ **Service Provider**” and the “**Provider**”)

BACKGROUND:

- i) The Commissioner(s) sought expressions of interest from potential Providers for the provision of Supported Living Services (the “**Service**”) further detailed in the Service Specification and tender documents as part of the mini tender;
- ii) The Commissioner(s), having carried out a competitive tender process has evaluated the Provider to be the successful bidder;
- iii) In reliance on the tender return submitted by the Provider, the Commissioner(s) seeks to appoint the Provider to deliver the Service; and
- iv) The Parties agreed terms between them for the delivery of the Service as set out under this Call Off Contract.

NOW IT IS HEREBY AGREED AS FOLLOWS

- i) The Council is responsible for carrying out an assessment of Person or their Carer(s) who may be in need of services in accordance with the Social Services and Well Being (Wales) Act 2014 and shall determine the Person’s eligibility for care and support. The Health Board is responsible for meeting the health needs in accordance with applicable legislation, guidance and policies and in so doing shall generate a combined care plan for the person in need of the care.
- ii) The Service Provider is an organisation, partnership or individual established for the provision of the Service and registered to do so with the Care and Social Service Inspectorate Wales (CIW) or such other legislative provisions as might or responsible organisations as appropriate.
- iii) In accordance with the requirements of their respective statutory responsibilities, the Council and the Health Board are required to arrange supported living services.
- iv) From time to time the Commissioner(s) will request the Service Provider to provide the Service as set out in this Contract for person(s) assessed as being eligible for care and

support and the Service Provider has agreed to provide the Service in accordance with the Terms and Conditions of this Contract and the Agreement .

- v) The Service Provider acknowledges that all Call-Off Contracts awarded under the Agreement shall be carried out in accordance with these Terms and Conditions and the Agreement .

2. DEFINITIONS

- 2.1. In this Contract and its Schedule the words and phrases shall have the meaning as set out in Schedule 1 to this Contract (Definitions).

3. INTERPRETATIONS

- 3.1. The interpretation and construction of the Contract shall be subject to the following provisions:

- i) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- ii) words importing the masculine include the feminine and the neuter;
- iii) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- iv) references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- v) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- vi) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- vii) headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract;
- viii) the Schedules form part of the Contract and shall have effect as if set out in full in the body of the Contract and any reference to the Contract shall include the Schedules;
- ix) references in the Contract 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 the Contract so numbered; and
- x) references in the Contract to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to the Contract so numbered.

4. KEY PERSONNEL

- 4.1. The Key Personnel shall have the authority to act on behalf of their respective party on the matters for which they are expressed to be responsible as follows:

- i. The Authorised Officer for the Council shall be the most senior Officer who has responsibility for Social Services or such other person as the respective Authorised Officer may nominate and for the Health Board shall be [the Head of Therapeutic Service] services or such other person as the respective Authorised Officer may nominate.
- ii. The Care Co-ordinator shall be the Officer identified as such in the Care and Support Plan or such other person as the Commissioner(s) may nominate.

- iii. Day to day matters relating to the Person's individual services should be addressed to the Care Co-ordinator or, in continuing NHS Healthcare cases, to the [Health Board's Continuing NHS Healthcare Manager], in the first instance.
 - iv. Procedural matters or matters relating to the provision of this Contract should be referred to the Council's [Contracts Officer] or the [Health Board's Continuing NHS Healthcare Strategy and Quality Assurance Manager] in the first instance.
 - v) The Service Provider shall nominate a Responsible Individual who will be registered under the Regulation & Inspection of Social Care (Wales) Act 2016 and a Registered Manager who will be registered with the Social Care Wales. The Service Provider shall notify the Commissioner(s) of any change in the appointment of the Responsible Individual and/or the Registered Manager.
- 4.2. The Parties have agreed to the appointment of the Key Personnel. The Service Provider shall, where possible, provide at least one months' written notice of its intention to replace Key Personnel.
- 4.3. The Service Provider acknowledges that the Key Personnel are essential to the proper provision of the Service to the Commissioner(s). Where a vacancy occurs, the Service Provider shall endeavour to replace the role of any Key Personnel as soon as practically possible and any such replacement shall have suitable qualifications, experience and be fully competent to carry out the tasks assigned to the Key Personnel.
- 4.4. The Commissioner(s) may require the Service Provider to remove, or procure the removal of, any of its Key Personnel whom it considers, in its reasonable opinion, to be unsatisfactory for any reason which has a material impact on such person's responsibilities. If the Service Provider replaces the Key Personnel as a consequence of this clause, the cost of effecting such replacement shall be borne by the Service Provider.

5. CONTRACT PERIOD

- 5.1. The Contract shall take effect on the Service Commencement Date as set out in the Contract and shall continue unless it is otherwise terminated in accordance with the provisions of the Contract or until the expiry date.
- 5.2. Notwithstanding the expiry of the Agreement, the Service commissioned by way of a Call-Off Contract shall continue until the end date specified in the Call-Off Contract unless it is otherwise terminated in accordance with the terms of this Contract or until the expiry date.

6. THE PROVIDER'S STATUS

- 6.1. At all times during the Contract Period the Service Provider shall be an independent organisation and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture and neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party except as expressly permitted by the terms of the Contract.

7. CO-OPERATION AND PARTNERSHIP WORKING

- 7.1. Subject to clause 6.1 above, each Party agrees to cooperate with the other Party in the fulfilment of the Contract. The Parties acknowledge and shall endeavour to work in collaboration and in the spirit of partnership in connection with the Service provided under this Contract.

8. CONTRACT REVIEW

- 8.1. The terms of this Contract shall be reviewed annually and any modification, amendment or variation shall be confirmed and agreed in writing with the Service Provider prior to its implementation.

9. LIMITS OF THE COMMISSIONERS' OBLIGATIONS

- 9.1. Except as otherwise expressly provided, the obligations of the Commissioner(s) under the Contract are obligations of the Commissioner(s) in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation on, or in any other way fetter or constrain, the Commissioner(s) in any other capacity, nor shall the exercise by the Commissioner(s) of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Commissioner(s) to the Service Provider.

10. MISTAKES IN INFORMATION

- 10.1. The Service Provider shall be responsible for the accuracy of the documentation and information provided to the Commissioner(s) in connection with the provision of the Service under this Contract.

11. COMMISSIONING PROCESS

- 11.1. Where it has been identified that a Supported Living Service is required to support a Person or Persons, then the Service Provider will be commissioned in line with the Commissioning and Call Off Procedures set out in the Agreement's Schedule 2.

12. PRE REQUISITES AND STANDARD OF SERVICE

12.1. The Service Provider's base

- 12.1.1. The Service shall be managed and provided from sound premises, which are suitable for the purpose, providing a safe working environment for Staff and shall include the provision of private space for confidential meetings. The Service Provider's premises shall be appropriately located for the management and provision of the Service and contain the equipment and resources necessary for the efficient and effective management of the Service

- 12.1.2. Adequate arrangements shall also be made by the Service Provider to respond to any emergencies that may arise during non-office hours including on call arrangements, support for Staff, responding to unplanned incidents or emergencies and shall be suitably authorised to lead any business continuity requirements; including appropriate notification to and liaison with the Commissioner's out of hours services.

12.2. Standards and manner of carrying out the Service

- 12.3. Without prejudice to any higher standards of the Service required by this Contract and in addition to provisions of clause 14.1, the Service Provider shall perform its obligations in accordance with:

- i. these contract terms and any expressed terms set out in the mini tender as and when applicable;
- ii. the Service Specification set out in Schedule 2 of the Agreement;
- iii. proposal as set out in the mini tender;
- iv. national guidance and local policies;
- v. reasonable skill and care;
- vi. the law and good industry practice;
- vii. good clinical practice (where health related services are provided);

- 12.3.1. Where the Service includes the provision and/or use of goods, materials or plant, these must also:

- i. be compliant with any policies, rules, codes of practice, procedures and standards with which such goods, materials or plant are required to comply; and
- ii. be of satisfactory quality and fit for any purpose for which such goods, material or plant are commonly used or which is made known to the Service Provider in writing by the Commissioner(s);

- 12.3.2. The Service Provider shall:

- i) ensure that its Staff providing the Service shall do so with all due skill, care and diligence as is necessary for the proper provision of the Service;

- ii) provide to the satisfaction of the Commissioner(s) such suitably qualified, adequately trained, capable and experienced Staff as shall be necessary for the proper execution of the Service and shall not remove or replace such Staff without the approval of the Commissioner(s);
- iii) ensure that Staff are aware of their responsibilities and those of the other members of Staff;
- iv) ensure that Staff operate within their scope, professional boundaries and competence;
- v) ensure that Staff involved in delivering the Service are sufficiently instructed with regard to the Service;
- vi) ensure that there are sufficient Staff to provide the Service properly and safely;
- vii) ensure that only those Staff who are authorised by the Service Provider are involved in providing the Service;
- viii) ensure Staff obtain and maintain their registration with the appropriate regulatory or occupational body;
- ix) co-operate with such others as the Commissioner(s) may require;
- x) work diligently to protect and promote the Commissioner(s) interests; and satisfy itself that the information, including the documentation provided by the Commissioner(s) is adequate and will not prejudice the performance of any of the Service Provider's obligations under the Contract;
- xi) ensure that Staff who are Care and Support Workers/Healthcare Workers adhere to the Code of Professional Practice for Social Care Workers and Social Care Managers; the Code of Conduct for Healthcare Support Workers in Wales and the Fundamentals of Care Guidance for Health and Social Care Staff published by Welsh Government;

12.3.3. The Health Board may agree with the Service Provider to delegate health related activities in accordance with the All Wales Guidelines for Delegation. Where health related activities are delegated to the Service Provider's Staff, the Person's Care and Support Plan must record the agreement of all parties including the Person and/or his/her representative. The Service Provider shall ensure that its Staff shall not undertake health related activities until Staff have received appropriate and necessary training and processes are in place for ensuring competency, supervision and update training.

12.3.4. The Service Provider shall take all reasonable care at all times to ensure that in execution of the Service it does not disrupt the operation of the Commissioner(s), its employees or any other Contractor employed by the Commissioner(s).

12.3.5. The Service Provider shall co-ordinate its activities in the provision of the Service with the Service Provider's Staff and other suppliers that may be engaged by the Commissioner(s) from time to time.

12.3.6. Time shall be of the essence for the purposes of any provision of this Contract, including the commencement of the Service within the time agreed or on a specified date.

13. OPERATION OF THE CONTRACT

- 13.1. The Commissioner(s) may at any time commission the Service from the Service Provider in accordance with the Commissioning and Call Off Procedures set out in the Agreement and the Service Provider shall supply the Service during the Contract Period in accordance with the Commissioner(s)' requirements as set out in the Contract and the Agreement.
- 13.2. The Service Provider shall provide a Service that can be delivered 24 hours a day, 365 days a year to include Bank Holidays and Weekends generally between the hours of 7am and 11pm and at night generally between the hours of 11pm and 7am (subject to the Person's individual preferences and lifestyle patterns).
- 13.3. Each Person's needs and outcomes shall be identified through the completion of the integrated care and support assessment process to determine the Person's eligibility for the Service.
- 13.4. When a Service is commissioned from the Service Provider, a Call-Off Contract shall be issued by the Commissioner(s) in respect of the provision of the Service for one or more Persons in one or more households. By signing and returning the Call-Off Contract, the Service Provider is deemed to accept and agree to enter into this Contract with the Commissioner(s) for the provision of the Service.
- 13.5. Prior to commencement of the Service the Commissioner(s) shall provide:
- i. The initial information as set out in clause 1, Schedule 2 to this Contract.
 - ii. Care and Support Plan/Pathway Plan/ Commissioned Care Plan, Risk Assessment, A Care and Treatment Plan (Part 2 Mental Health (Wales) Measure 2010) if applicable, and any other appropriate documentation
 - iii. any known factors which may result in disruptive or challenging behaviours or any other factors which may otherwise impact on the Service Provider's ability to provide the Service
- 13.6. The Service Provider shall provide the Service from the date specified in the Call-Off Contract unless otherwise agreed between the Service Provider and the Commissioner(s).
- 13.7. The Parties shall acknowledge that a change in the Person's social care and/or health needs may necessitate a variation due to an increase or decrease in services required either in the short or long term. Any variations to the Service shall be made in accordance with Schedule 6 to this Contract (Service Variation Procedures).
- 13.8. Where the Service Provider is considering or proposes to discontinue the provision of a Service, the Service Provider shall notify the Commissioner(s) as soon as possible and shall work with the Commissioner(s) to resolve the issues and minimise the impact for the Person receiving the Service.
- 13.9. Where the Service Provider and the Commissioner(s) cannot agree to continuing the Service to the Person, the Service Provider shall notify the Commissioner(s) and the Commissioner(s) shall use reasonable endeavours as soon as practically possible in accordance with provisions of clause 53.2 (Termination) or within an agreed timescale to procure alternative services.
- 13.10. The Service Provider shall request a review of Service if there is a change in the Person's circumstances that, reasonably, the Service Provider feels warrants a change in either the Call-Off Contract or the Person's Care and Support Plan. Such a review shall be carried out by the Care Co-ordinator or other Nominated Officer.

- 13.11. During the lifetime of this Contract and the Agreement, the Commissioner(s) may promote the use of electronic call monitoring systems. Where this is intended there will be full consultation with Service Providers. The Service Provider may at their own discretion implement the use of their own electronic call monitoring system as part of their own quality assurance and service delivery.

14. OBSERVANCE OF STATUTORY REQUIREMENTS

- 14.1. The parties to this Contract shall comply with all statutory and other provisions to be observed and performed in connection with the commissioning and provision of the Service and any relevant Codes of Practice, Codes of Conduct, Orders and Rules of Law, Regulations, Principles, Standards and Statutory Guidance or other requirements of relevant government agency relating to the Service.
- 14.2. The Service Provider shall maintain a valid registration of the Organisation pursuant to the Domiciliary Care Agencies Regulations (Wales 2004), Regulation and Inspection of Social Care (Wales) Act 2016 or any statutory modification or re-enactment thereof.
- 14.3. The Commissioner(s) may at any time approach the CIW/CQC for any information relating to the Organisation or the Service to be provided hereunder and this contract shall constitute an authority to the CIW/CQC to divulge to the Commissioner(s) any such information as the Commissioner(s) may require.
- 14.4. This Contract shall be read in conjunction with, and the Service Provider shall comply with the following legislation (and any subsequent amendments / replacements) in so far as it is relevant to the Service (the list is not exhaustive):
- i. The Social Service and Well Being (Wales) Act 2014, Codes of Practice and Statutory Guidance
 - ii. The Well Being of Future Generations (Wales) Act 2015
 - iii. The Regulation and Inspection of Social Care (Wales) Act 2016
 - iv. The Wales Interim Policy and Procedure for the Protection of Vulnerable Adults from Abuse 2013
 - v. All Wales Child Protection Procedures 2008
 - vi. Human Rights Act 1998
 - vii. The Mental Capacity Act 2005 including the DOLS
 - viii. Equality Act 2010
 - ix. Data Protection Act 1998 and the General Data Protection Regulations as and when implemented
 - x. Protection of Freedoms Act 2012
 - xi. Civil Contingencies Act 2004
 - xii. The Welsh Language (Wales) Measure 2011 including the Welsh Language Standards and the Welsh Language Commissioner's advice document "Contracting Out Public Services Contracts"
 - xiii. The Transfer of Undertakings (Protection of Employment) Regulation 2006
 - xiv. National Commissioning Board – New Guidance on commissioning supported living services.

In addition, in relation to children's services:

- i. The Children Act 1989 and 2004
- ii. The Framework for Assessment of Children in Need and their Families
- iii. Working Together to Safeguard Children (guide to interagency working) WAG 2000
- iv. The National Service Framework 2004 for children, young people and maternity service

15. EFFECT OF STATUTORY PROCEEDINGS

15.1. The Service Provider shall inform the Commissioner(s) as soon as possible and in any event within 24 hours, such notice to be confirmed in writing within 3 business working days, if any notice under the Regulation & Inspection of Social Care (Wales) Act 2016 has been issued in connection with the Service Provider by the CIW (or equivalent body) or there has been a decision by a Magistrates' Court to cancel registration.

16. PAYMENT

16.1. Service Price

16.1.1. The Service Price to be paid by the Commissioner(s) to the Provider will be the tender price which will be included in this Contract following completion of the mini tender (exclusive of VAT).

16.1.2. Any variances to the Service under this Contract will be made in accordance with the following rates:

- i. Hourly rate..
- ii. Waking Night rate.
- iii. Sleep in rate.

16.1.3. The Service Price shall include all Bank Holiday charges, handover, team meetings, management/Project Manager and all training, administration, supervision, cost of day and night service hours etc) in line with the requirements of this Contract.

16.1.4. The Service Price shall be reviewed annually in accordance with the Commissioner's budget setting process unless otherwise stated in the mini tender and the revised Service Price shall be confirmed in writing as and when applicable. The review of the Service Price shall have proper regard to government guidance.

16.1.5. Any changes to the Service Price shall take effect from the 1st Sunday following the 1st April of the new financial year unless agreed otherwise.

16.1.6. Where applicable and agreed in writing, the Commissioner(s) shall pay for travelling and mileage at the Rate set out in the Call-Off Contract in respect of the Person's care and support plan activity e.g. medical appointment or leisure activity.

16.2. Temporary suspension of the Service and retainer

16.2.1. For the purpose of this clause a temporary planned or unplanned suspension of the Service may occur due to:

- i. Hospitalisation
- ii. The Person's absence
- iii. A pre-planned absence i.e. respite, holiday
- iv. Death

16.2.2. In the event of a temporary suspension of the Service, the Provider and the Commissioner(s) shall follow the process as set out in Schedule 6.

16.3. Recovery of sums due

16.3.1. Whenever under the Contract any sum of money shall be recoverable from or payable by the Provider to the Commissioner(s) the same may be deducted from any sum due or which at any time thereafter may become due to the Service Provider under this Contract or any other Contract with the Commissioner(s). The Service Provider

and the Commissioner(s) shall use credit notes as the preferred method for recovery of sums due to the Commissioner(s)/Service Provider.

16.3.2. The Commissioner(s) shall be entitled to recover all or any of the Service Price paid to the Service Provider if:

- i) the Commissioner(s) establishes on the balance of probability that the Service Provider has not provided or is not providing the Service in accordance with this Contract or;
- ii) as a result of any audit or inspection carried out by Commissioner(s), an overpayment has been claimed by or made to the Service Provider.

16.4. **Interest**

16.4.1. If the Commissioner(s) fails to pay any amount properly due and payable by it under the Contract, the Service Provider shall have the right to charge interest on the overdue amount at the rate of 2 per cent (%) per annum above the base rate for the time being of the Bank of England base rate accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

16.5. **Costs**

16.5.1. Except as provided within this Contract, each Party shall pay its own costs incurred in connection with the negotiation, preparation and execution of this Contract and any documents referred to in it.

16.6. **VAT**

16.6.1. The Service Provider shall comply with the Value Added Tax Act 1994 and all other statutes relating to direct or indirect taxes.

16.6.2. All sums payable under this Contract, unless otherwise stated, are exclusive to VAT and other duties or taxes.

17. THE PROVIDER'S STAFF

17.1. Recruitment and employment of Staff

17.1.1. In providing the Service the Service Provider shall:

- i. comply with legislation, regulations and guidance in force or applicable at the time including any local policies required by the Commissioner(s) relating to the recruitment, appointment and employment of sufficient, trained, competent and registered Staff including equality, diversity and equal opportunities;
- ii. ensure ethical employment and working practices are in place where Staff are treated with dignity and respect;
- iii. ensure Staff recruited by the Service Provider shall have no gaps in employment history in accordance with the Safer Employment Guidance;
- iv. keep records in relation to recruitment and employment processes for each member of Staff and, where the member of Staff consents or where the law requires, shall provide information to the Commissioner(s);
- v. fully implement the All Wales Induction Framework for Health and Social Care Workers 2018
- vi. ensure that policies are in place to guide and support Staff;
- vii. at all times deploy sufficient Staff that are competent to perform the Service and shall ensure adequate staffing levels are available including providing a

sufficient reserve of trained and competent Staff in order to deliver the Service during peak times e.g. winter period;

- viii. ensure Staff are accountable and responsible for carrying out their tasks and activities in accordance with the necessary training provided for ensuring competency;
 - ix. not employ in the provision of the Service anyone previously dismissed fairly from employment with the Commissioner(s), except where previously declared as redundant. Whenever possible, the Person or their chosen advocate will participate fully in the recruitment process in a meaningful way;
 - x. adopt fair employment practices, recruiting and retaining Staff in a fair and ethical manner, providing a safe and competent workforce in accordance with industry best practice;
 - xi. recruit, employ and manage Staff on a basis that encourages high levels of retention. The Service Provider will be encouraged to employ specific workforce terms and conditions that encourage Staff retention and helps maintain low rates of Staff turnover and shall, wherever beneficial, ensure continuity of Staff;
 - xii. comply with the provisions of the National Minimum Wage Act 1998 (and National Living Wage) and shall ensure all relevant working time as referred to in the Act is included in the calculations for compliance with the National Minimum Wage and Working Time Regulations;
 - xiii. inform Staff of their lawful pension rights;
 - xiv. ensure appropriate travel time is planned in the Staff rota so that Staff are able to go about their business in a manner which reasonably gives them adequate time for travel to deliver the Service effectively;
 - xv. ensure Staff have the necessary registration with the relevant regulatory body such as the Social Care Wales as and when this becomes a statutory requirement during the term of the Contract;
 - xvi. at all times operate in compliance with the Code of Professional Practice for Social Care Workers and Social Care Managers; the Code of Conduct for Healthcare Support Workers in Wales and the Fundamentals of Care, Guidance for Health and Social Care Staff published by Welsh Government;
 - xvii. maintain up to date personnel records of the Service Provider's Staff engaged in the provision of the Service and, on request provide reasonable information including, without limitations, workforce information to the Commissioner(s) on the Service Provider's Staff. The Service Provider shall reserve at all times the right to provide these records in compliance with the Data Protection legislation;
- 17.1.2. In accordance with clause 12.3.3 above, where agreement has been reached between the parties for Staff to undertake delegated health related activities and training has been provided to Staff to ensure competency, the Service Provider's Staff shall then be accountable and responsible for carrying out the health related activities in accordance with the training provided.
- 17.1.3. The Service Provider acknowledges that Staff engaged in the performance of the Service shall have the full authority to act on behalf of the Service Provider for all purposes in connection with the Contract, provided that if the Commissioner(s) shall at any time be dissatisfied for any reason with the performance of any individual Staff engaged in carrying out the Service, the Service Provider shall if the Commissioner(s) so require, provide a competent substitute to carry out the Service at no additional cost to the Commissioner(s).
- 17.1.4. The Service Provider shall replace any Staff who the Commissioner(s) has reasonably determined have failed to carry out their duties with reasonable care and skill. Following removal of any of the Service Provider's Staff for any reason, the

Service Provider shall ensure such an individual is replaced with another Staff member with the necessary training and skills to meet the requirements of the Service.

17.1.5. Where the Service Provider recruits Staff who are related to other Staff members, it is the responsibility of the Service Provider to ensure that management systems are sufficiently robust to deliver a professional service that in no way compromises the quality and continuity of service provision and the Person's well-being.

17.1.6. The Service Provider shall maintain an organisational chart outlining the staffing structure, staffing levels, Staff duties and areas of responsibility which shall be reviewed annually and will be made available to the Commissioner(s) upon request.

17.1.7. Staff employed by the Service Provider shall at all times when carrying out their duties under this Contract, have in possession adequate means of identification which shall be shown on request to any Person receiving the Service, family member, Carer or Officer.

17.2. **Skills, competencies and workforce development**

17.2.1. Staff engaged to deliver the Service shall have the skills, experience and competencies to provide the Service and shall receive relevant ongoing training to ensure continued development.

17.2.2. The Service Provider shall provide an induction programme from the first day of employment and the programme shall comply with legislation, standards and guidance in force at the time.

17.2.3. The Service Provider shall provide appropriate training, development and supervision which will be no less than 3 monthly for all Staff involved in policy development or provision of the Service. This must include awareness of equalities including age discrimination, language awareness and specialist training appropriate in relation to the Service Provider's Statement of Purpose. Ongoing training must be provided, or made available, by the Service Provider for all Staff commensurate with the tasks and duties they are required to perform. The Social Care Passport (North Wales) has been designed to provide guidance on core training for the workforce in the social care sector in North Wales. The Commissioner(s) shall offer places (free of charge) on in-house training courses where applicable.

17.2.4. The Service Provider shall record details of the training and supervision provided to individual members of Staff in their personal file. At least each year the Commissioner(s) may request information relating to the training and supervision provided to Staff. The Commissioner(s) acknowledge that the information provided may be limited by the provisions of the DPA.

17.2.5. The Service Provider shall complete the required Workforce Development Survey on an annual basis which will be returned by the due date to the Commissioner(s). This survey is collated to ensure that accurate workforce data is available as part of future planning for training.

17.2.6. The Service Provider shall ensure that Staff are trained in manual handling to meet the standards set by the All Wales Manual Handling Passport. Training will include the safe use of equipment as prescribed in an individual's manual handling plan, which may include single handed moving & positioning where risk assessments and handling plan/s identify that this is safe and appropriate, having taken into account the task, individual, location and environment.

17.2.7. The Service Provider shall make Staff and support Staff aware of opportunities available locally to improve their Welsh language skills and encourage Staff to attend courses as a means to fulfil the need to plan, provide a bilingual Service and to ensure quality of care for those who need it in the medium of Welsh.

- 17.2.8. The Service Provider shall make Staff aware that English as a Second or Other Language (ESOL) courses are available and such courses are provided free of charge for Service Providers / Care/Support Workers. The Service Provider shall keep a copy of the ESOL Entry Level 3 assessment for those members of Staff whose first language is not English or Welsh.

18. NON SOLICITATION

- 18.1. For the duration of the Contract, neither the Commissioner(s) nor the Service Provider shall employ or offer employment to any of the other Party's Staff who have been associated with the procurement and/or the contract management of the Service without that other Party's prior written consent.

19. POLICIES

- 19.1. The Service Provider shall comply with and shall ensure Staff comply with all of the Commissioner's published policies and with any further rules, codes of practice, procedures and standards which the Commissioner(s) notifies to the Service Provider. The Commissioner(s) shall throughout the Contract Period ensure that any changes to any policies, rules, code of practice, procedures and standards are brought promptly for the attention of the Service Provider.

20. INDUSTRIAL ACTION

- 20.1. The Service Provider shall immediately inform the Commissioner(s) of any actual or potential industrial action by Staff, whether such action be by its own Staff or others, which affects or might affect its ability at any time to deliver the Service in accordance with the requirements of the Contract.
- 20.2. In the event of industrial action, the Service Provider shall seek the Commissioner(s)' approval to any revised proposals to deliver the Service. If such proposals are considered insufficient or unacceptable by the Commissioner(s), then the Commissioner(s) may terminate the Service in whole or in part in accordance with provision of this Contract (Termination).

21. TUPE

- 21.1. The Parties shall acknowledge that the Transfer Of Undertakings (Protection Of Employment) Regulations 2006 ("TUPE") rules may apply as amended from time to time.
- 21.2. In the event that TUPE applies in connection with the Service provided under a Call-Off Contract, the Service Provider shall comply with the requirements as detailed below.
- 21.3. Where the Commissioner(s) has notified the Service Provider that it intends to tender or retender any of the Service, the Service Provider shall comply with its obligations in relation to informing and consulting with Staff engaged in the provision of the Service and then shall, on written request of the Commissioner(s) and in any event within 20 Business Working Days of that request (unless otherwise agreed in writing), provide the Commissioner(s) with all reasonably requested on the Staff engaged in the provision of the Service to be tendered or retendered that may be subject to TUPE Regulations to at least a level sufficient for a tenderer to determine the overall cost of employing such Staff.
- 21.4. The Service Provider warrants that the Provider's Staff List will be true and accurate in all material respects.
- 21.5. In the event that the Commissioner(s) suffers loss or becomes liable to pay additional sums which have arisen out of or in connection with TUPE Regulations as a result of the Service Provider's failure to cooperate and provide the information requested at the requested time under this clause the Commissioner(s) shall be entitled to recover such additional costs from the Service Provider.

- 21.6. During the 3 months immediately preceding the expiry of the Call-Off Contract or at any time following a notice of termination of the Call-Off Contract, the Service Provider shall not and shall procure that its Sub-Contractors do not, without the prior written consent of the Commissioner(s) (that consent not to be unreasonably withheld or delayed), in relation to any Staff engaged in the provision of the Service:
- i. terminate or give notice to terminate the employment of any Staff engaged in the provision of the Service (other than for gross misconduct);
 - ii. increase or reduce the total number of people employed or engaged in the provision of the Service by the Service Provider and any Sub-Contractor;
 - iii. propose, make or promise to make any material change to the remuneration or other terms and conditions of employment of the Staff engaged in the provision of the Service;
 - iv. replace or relocate any Staff engaged in the provision of the Service or reassign any of them to duties unconnected with the Service; and/or
 - v. assign or re-deploy to the Service or the relevant Service any person who was not previously a member of Staff engaged in the provision of the Service;

21.7. The Commissioner(s) shall use all reasonable endeavours to procure that any new Service Provider who provides any services equivalent to the Service or the relevant Service after expiry or termination of this Contract or of any Service will indemnify and keep indemnified the Service Provider and/or any Sub-Contractor against any Losses in respect of:

- i. any failure by the new Service Provider to comply with its obligations under TUPE in connection with any relevant transfer under TUPE to the new Service Provider;
- ii. any claim by any person that any proposed or actual substantial change by the new Service Provider to that person's working conditions or any proposed measures on the part of the new provider are to that Person's detriment, whether that claim arises before or after the date of any relevant transfer under TUPE to the new Service Provider on expiry or termination of this Contract or of any Service; and/or
- iii. any claim by any person in relation to any breach of contract arising from any proposed measures of the new Service Provider, whether that claim arises before or after the date of any relevant transfer under TUPE to the new Service Provider on expiry or termination of this Contract or of any Service.

22. **VETTING OF PROVIDER'S STAFF**

22.1. The Service Provider shall:

- a. ensure that Staff who provide or supervise the Service are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service (DBS); and
- b. monitor the level and validity of the checks for each member of Staff and review the DBS check where appropriate;
- c. not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out a Regulated Activity or who may otherwise present a risk to the Person receiving the Service;

22.2. The Service Provider warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Service Provider in the provision of the Service is barred from the activity in

accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

- 22.3. The Service Provider shall immediately notify the Commissioner(s) of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause have been met.
- 22.4. The Service Provider shall refer information about any person carrying out the Service to the DBS where it removes permission for such person to carry out the Service (or would have, if such person had not otherwise ceased to carry out the Service) because, in its opinion, such person has harmed or poses a risk of harm to children or vulnerable adults.
- 22.5. The Service Provider shall ensure that the Commissioner(s) is notified of any person who, subsequent to his/her commencement of employment as a member of Staff, receives a conviction or whose previous convictions become known to the Service Provider (or any employee of a sub-contract or involved in the supply of the Service).
- 22.6. The Service Provider acknowledges and agrees that any person who fails to co-operate with the vetting process shall not be employed or continue to be employed in the provision of the Service.
- 22.7. The Service Provider shall ensure that every DBS check is satisfactory in relation to an individual person's employment and shall carry out risk assessments in relation to any disclosure (whether as a result of a DBS check or from an employee or a potential employee) and shall confirm to the Commissioner(s), when asked to do so, that the DBS checks are satisfactory.
- 22.8. If an incident or concern is referred to the Commissioner(s) relating to a member of the Service Provider's Staff, the Commissioner(s) shall notify the Service Provider and the Commissioner(s)' Safeguarding Co-ordinator so that the incident or concern can be dealt with within that process or shall convene a Review of Service meeting.

23. SAFEGUARDING

- 23.1. The Service Provider is required to ensure that the Person to whom the Service is delivered under this Contract is protected from abuse. All agencies and bodies, both statutory and independent caring for children and adults at risk, are responsible for making sure the requirements of Part 7 of the Social Service & Wellbeing (Wales) Act 2014 are met, ensuring that all their Staff are aware of the definition of children and adults at risk and what constitutes abuse.
- 23.2. The Service Provider will ensure that their Staff know that they have a legal and professional duty to report any concern, suspicion or information about abuse, or if they have reason to suspect someone is being abused or at risk of abuse.
- 23.3. The Service Provider must have a policy in compliance with the Commissioner(s)'s Safeguarding Policy which states how it will meet all its legal obligations to protect children and adults at risk from abuse and which acknowledges the duty to report a reasonable cause to suspect that any Person is being, has been or is at risk of abuse to the Safeguarding Team. The Service Provider must include protecting children and adults at risk from verbal, physical, psychological, financial and sexual abuse and state the Service Provider's commitment to preventing such incidents, and that any allegations will be treated very seriously. The policy must have a statement that the Service Provider will comply with the Social Service & Wellbeing (Wales) Act 2014 and any related guidance and should describe to Staff, in each service setting of their agency, how they will ensure that their legal obligations are met.
- 23.4. The Service Provider shall ensure their recruitment and selection procedures for paid Staff and volunteers are robust and safeguard children and adults at risk from those who may exploit, harm or abuse them.

- 23.5. The Service Provider must ensure that all Staff (and volunteers):
- i. have safeguarding training which must be recorded in the Staff personal file
 - ii. their Staff are able to demonstrate their understanding on what constitutes abuse, what types of abuse are considered, what are the indicators and where to go for advice;
 - iii. know how to report concerns appropriately utilising the referral forms set out in (North Wales Adults Safeguarding Report) and Schedules 7 & 8 (Referral to Social Services Children and Family Services - Inter Agency Referral Form);
 - iv. have a clear understanding of the roles and responsibilities of the Relevant Partners to protect children and adults at risk;
- 23.6. The Commissioner(s) shall notify the Service Provider of any relevant referrals received wherever appropriate.
- 23.7. The Service Provider shall co-operate in any safeguarding investigation and shall assist in any reasonable requests for information that relates to the allegation and / or the investigation.
- 23.8. The Service Provider's policies, procedures in relation to safeguarding shall be compliant with the policies and procedures of the North Wales Safeguarding Board published through the web link at www.northwalessafeguardingboard.wales.

24. **CONFLICT OF INTEREST**

- 24.1. The Service Provider shall take appropriate steps to ensure that neither the Service Provider nor any Staff are placed in a position where (in the reasonable opinion of the Commissioner(s)) there is or may be conflict or potential conflict between the personal interests of the Service Provider or Staff and the duties owed to the Commissioner(s).
- 24.2. The Commissioner(s) reserves the right to terminate the Call-Off Contract immediately by giving notice in writing to the Service Provider and/or to take such other steps it deems necessary where in the reasonable opinion of the Commissioner(s) there is or may be an actual conflict, or a potential conflict between the personal interests of the Service Provider and the duties owed to the Commissioner(s).

25. **PROHIBITIVE ACTS**

- 25.1. The Commissioner shall be entitled to terminate the Contract and to recover from the Provider the amount of Loss if:-
- 25.1.1 The Provider shall have offered given or agreed to give to any person any gift or consideration of any kind as inducement or reward for doing or having done or forbearing or having forborne to do any action in relation to the obtaining or performance of this Contract or any other Contract with the Commissioner(s), or
- 25.1.2 The Provider shall have offered given or agreed to give to any person any gift or consideration of any kind as inducement or reward for showing or forbearing to show favour or disfavour to any person in relation to this Contract or any contract with the Commissioner(s), or
- 25.1.3 Any of the acts in this clause 25 shall have been done by any person employed by the Provider or acting on his behalf (whether with or without the knowledge of the Provider).

25.2 The Provider shall take all reasonable steps to prevent Fraud by the Provider or its Staff in connection with the receipt of monies from the Commissioner(s). If Fraud is established under this or any other Contract with the Commissioner(s), this will be a Material Breach and the Commissioner(s) may terminate this Contract by written notice to the Provider with immediate effect and may recover the costs reasonably incurred by the Commissioner(s) of making other arrangements for the supply of the Services for the remainder of the term of this Contract had it not been terminated.

25.3 The Provider shall put in place and maintain appropriate anti-fraud arrangements and must notify the Commissioner(s) immediately if it has reason to suspect that any Fraud has occurred, is occurring or is likely to occur.

25.4 The Provider shall not be a Party to a Cartel and if the Commissioner(s) determines (acting reasonably) that the Provider is Party to a Cartel the Commissioner(s) shall notify the incident to the Office of Fair Trading.

25.5 If the Provider is a Party to a Cartel this will be a Material Breach and the Commissioner(s) may terminate this Contract by written notice to the Provider with immediate effect and may recover the costs reasonably incurred by the Commissioner(s) The Commissioner shall be entitled to terminate the Contract and to recover from the Provider the amount of Loss if:-

25.6 The Provider warrants that in entering this Contract it is not Party to a Cartel.

25.7 The Provider shall take all reasonable steps to prevent bribery and corruption by the Provider or its Staff and failure to comply with this Clause 25.7 shall be a Material Breach of Contract and the Commissioner(s) may terminate this Contract by written notice to the Provider with immediate effect and may recover the costs reasonably incurred by the Commissioner(s) of making alternative arrangements for the Services for the remainder of the term of this Contract, if the Provider shall have committed a Prohibited Act.

25.8 The Provider shall put in place and maintain appropriate anti-bribery and anti-corruption arrangements.

25.9 The Provider shall notify the Commissioner(s) immediately if it has reason to suspect that any bribery or corruption has occurred, is occurring, or is likely to occur.

25.10 The Provider warrants that in entering this Contract, bribery or corruption within its business has not occurred.

25.11 Any notice of termination under this clause 25 shall specify:

- i) the nature of the Prohibited Act;
- ii) the identity of the Party whom the Commissioner(s) believes has committed the Prohibited Act; and
- iii) the date on which this Contract will terminate.

26. **DISCRIMINATION**

26.1. The Service Provider shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 or of any law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise).

26.2. The Service Provider shall take all reasonable steps to secure the observance of Clause 26 by all servants, employees or agents of the Service Provider and all suppliers and sub-contractors employed in the execution of the Contract.

27. **WHISTLEBLOWING**

27.1. Under the Public Interest Disclosure Act 1998, members of Staff who speak out against corruption and malpractice at work are protected by statute from victimisation and dismissal. The Service Provider's employees, volunteers and board members shall operate within the terms of the Public Interest Disclosure Act 1998 and the NHS (Wales) Whistle Blowing Policy and Procedures.

28. **BUSINESS CONTINUITY**

28.1. The Service Provider shall have a robust Business Continuity Plan in place to ensure that the Service will be maintained in the event of disruption (including but not limited to preventative and mitigating actions in respect of risks such as disruption to premises, information technology systems, adverse weather, unavailability of staff etc) to the Service Provider's operation, however caused.

28.2. Such Business Continuity Plan shall be available to the Commissioner(s) to inspect and to practically test at any reasonable time, and shall be subject to regular updating and revision throughout the Contract Period.

28.3. If requested and at no cost to the Commissioner(s) the Service Provider shall provide copies of the Business Continuity Plan to the Commissioner(s) and update such plans to the Commissioner(s) reasonable satisfaction.

28.4. The Service Provider's Business Continuity Plan shall set out how the Service Provider would continue to provide Services in the event of an emergency, including:

- Defining and prioritising the critical functions of the business
- Analysing the emergency risks to the business e.g. financial crisis, adverse weather, epidemics, energy/fuel shortages, loss/damage of records due to fire/flood
- Detailing preventative measures and planned response to the emergency
- Identifying key contacts during an emergency.

29. **PREMISES**

29.1. Any premises made available from time to time by the Commissioner(s) to the Service Provider in connection with the Contract shall be made available to the Service Provider solely for the purpose of performing its obligations under the Contract.

29.2. The Service Provider shall limit access to the Premises to such Staff as is necessary to enable it to perform its obligations under the Contract and the Service Provider shall co-operate (and ensure its Staff shall co-operate) with such other individuals working concurrently on such Premises as the Commissioner(s) may reasonably request.

29.3. The Service Provider and its Staff shall observe and comply with such rules and regulations as may be in force at any time for the use of the Premises notified to it by the Commissioner(s) and the Service Provider shall pay for the cost of making good any damage to the fabric of the buildings, plant, fixed equipment or fittings therein caused by the negligent act or omission of its Staff.

30. **ENVIRONMENTAL REQUIREMENTS**

30.1. The Service Provider shall perform its obligations under the Contract in accordance with the Commissioner(s)' environmental policy (as provided to the Service Provider

form time to time) which is to conserve energy, water, wood, paper and other resources, reduce waste and carbon emissions.

31. **SOCIAL VALUE/COMMUNITY BENEFITS**

31.1. The Provider shall co-operate with Commissioner(s) in relation to the economic, social and environmental well-being of their area and shall accordingly notify the Purchaser of any best practice ideas which may improve the same.

31.2. The Provider acknowledges that, under the Well-being of Future Generations (Wales) Act 2015 the Purchaser is required to consider improvement of the economic, social and environmental well-being of the area.

31.3. The Provider shall ensure that, in providing the Service, it supports the Commissioner(s) improving the economic, social and environmental well-being of the North Wales region.

32. **HEALTH AND SAFETY**

32.1. The Service Provider shall at all times comply with the requirements of the Health and Safety at Work, etc. Act 1974 and of any other Acts, Regulations or Order pertaining to the Health and Safety of employees.

32.2. The Service Provider shall have in place a general statement of safety policy where applicable and shall nominate a person to be responsible for Health and Safety matters.

32.3. The Service Provider shall promptly notify the Commissioner(s) of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract.

32.4. The Service Provider shall ensure that its health and Safety Policy Statement (as required by the Health and Safety at Work Act 1974) and any other such information in relation to the Service Provider's Health and Safety obligations as may be required by the Commissioner is made available to the Commissioner(s) on request.

32.5. The Service Provider shall comply with any relevant policies of the Commissioner(s) relating to this clause 32.

33. **CONFIDENTIALITY**

33.1. The Service Provider will at all times maintain the integrity and confidentiality of all information relating to the Person held or known and any other information that the Commissioner(s) may from time to time determine.

33.2. The Service Provider shall not use any Confidential Information it receives from the Commissioner(s) otherwise than for the purposes of this Contract.

33.3. The Service Provider shall immediately notify the Commissioner(s) of any breach of security in relation to Confidential Information and all data obtained in the performance of this Contract and will keep a record of such breaches. The Service Provider will co-operate with the Commissioner(s) in any investigation that the Commissioner(s) considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.

33.4. In the event that the Service Provider fails to comply with this Clause 33, the Purchaser reserves the right to terminate this Contract by written notice with immediate effect.

34. **SECURITY OF CONFIDENTIAL INFORMATION**

- 34.1. In order to ensure that no unauthorised individuals gain access to any Confidential Information or any data obtained in the supply of the Service under the Contract, the Service Provider undertakes to maintain adequate security arrangements that meet the requirements of professional standards and best industry practice.
- 34.2. The Service Provider shall immediately notify the Commissioner(s) of any breach of security in relation to Confidential Information and all data obtained in the performance of this Contract and will keep a record of such breaches. The Provider will co-operate with the Commissioner(s) in any investigation that the Commissioner(s) considers necessary to undertake as a result of any breach of security in relation to Confidential Information.
- 34.3. The Service Provider shall, at its own expense, alter any security systems at any time during the Contract Period at the Commissioner's request if the Commissioner(s) reasonably believes that the Service Provider has failed to comply with clause 33 (Confidentiality) and 35 (Data Protection).
- 34.4. The Commissioner(s) may require the Service Provider to alter or update any security systems at any time during the Contract Period.

35. **DATA PROTECTION**

- 35.1 For the purposes of this Contract the Provider shall be the Data Processor and the Commissioner(s) shall be the Data Controller.
- 35.2 The Provider shall (and shall ensure that any Sub-Contractor or third party shall) comply at all times with the DPA and their obligations as a Data Processor in respect of Personal Data belonging to the Data Controller and shall not perform its obligations under this Contract in any such way as to cause the Council to breach its obligations under the DPA. The Council shall be the Data Controller of the Personal Data and the Provider shall be the Processor of the Personal Data.
- 35.3 Each Party shall ensure that it and its representatives comply in all respects with the DPA and any other relevant Data Protection Legislation in relation to all information made available to it under this Contract by the other Party or arising through the delivery of the Service.
- 35.4 If Personal Data shall be shared between the Provider and any Sub-Contractor or third party under this Contract the Provider shall ensure the Sub-Contractor or third shall comply with this Clause 35.
- 35.5 Upon expiry or termination of this Contract the Provider shall at no cost to the Commissioner(s) ensure that Personal Data is transferred back to the Commissioner(s) or provided to a third party (as directed by the Commissioner(s)) unless the Provider shall be obliged by Law to retain the Personal Data.
- 35.6 Upon expiry or termination of this Contract any Personal Data that remains on the Provider's (or any Sub-Contractor's) computer systems shall be cleaned from the computer systems in accordance with industry practice relating to Certified Data Wiping.
- 35.7 Without prejudice to the generality of this Clause and for the avoidance of doubt it is hereby specifically provided that the Provider shall fully, promptly and effectively indemnify and keep so indemnified the Commissioner(s), its servants and agents from and against all and any actions, charges, claims, reasonable costs, damages, demands, reasonable expenses (including legal and administrative expenses), liabilities, direct Losses and proceedings whatsoever arising from its failure to comply this Clause.

- 35.8 If a notice is required to be given between the Data Controller or the Data Processor the notice shall be in writing and shall be delivered personally, or sent by pre-paid first class post, or by recorded delivery, or by commercial courier, to each Party required to receive a notice under the DPA at its address as set out above.
- 35.9 Any notice that complies with this Clause shall be deemed to have been received by the addressee:
- i) if delivered personally, when left at the address referred to above; or
 - ii) if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Working Day after posting; or
 - iii) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 35.10 For the avoidance of doubt no notice under this Clause 35 shall be accepted by fax or e-mail.
- 35.11 The Provider shall (and shall ensure that any Sub-Contractor shall):
- i) process Personal Data only to the extent, and in such manner as is necessary for the delivery of the Service, by Law, or by any Regulatory Body and the Provider shall inform the Commissioner(s) if it considers that any of the Commissioner(s) instructions infringe the Data Protection Legislation;
 - ii) ensure that it has in place Protective Measures, which have been reviewed and approved by the Council as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - iii) process the Personal Data only in accordance with Schedule 9 , unless the Provider is required to do otherwise by Law. If it is so required the Provider shall promptly notify the Commissioner(s) before processing the Personal Data unless prohibited by Law
 - iv) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, damage, destruction, alteration or disclosure;
 - v) take reasonable steps to ensure the reliability of any of its Staff who have access to the Personal Data and that its Staff shall not process Personal Data except in accordance with this Agreement (and in particular Schedule 9);
 - vi) ensure that its Staff (unless they have appropriate authority) shall not have access to the Personal Data and enter into appropriate confidentiality undertakings with the Provider or Sub-Contractor ;
 - vii) obtain prior written consent from the Commissioner(s) to transfer Personal Data to any Sub-Contractor or affiliates for the delivery of the Service;
 - viii) ensure that Staff required to access the Personal Data shall be informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 35 and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Commissioner(s) or as otherwise permitted by this Contract; ;
 - ix) ensure that Staff shall receive an adequate level of training in data protection and in the use, care, protection and handling of Personal Data;
 - x) ensure that none of its Staff shall publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Council;
 - xi) notify the Commissioner(s) within twenty-four [24] hours if it becomes aware of a breach or alleged breach of the DPA;
 - xii) provide the Commissioner(s) with full co-operation and assistance in relation to investigating breaches of the DPA, (to include inspection of premises and security arrangements if requested);
 - xiii) notify the Commissioner(s) within five [5] Working Days, if it receives:

- a) a request from a Data Subject or a third party to have access to a person's Personal Data; or
 - b) a complaint or a request relating to the Commissioner(s) obligations under the DPA.
- xiv) at the written direction of the Commissioner(s), delete or return Personal Data (and any copies of it) to the Commissioner(s) on termination of the Contract unless the Provider is required by Law to retain the Personal Data.
- 35.12 The Provider shall (and shall ensure that any Sub-Contractor shall) provide the Commissioner(s) with full co-operation and assistance in respect of any complaint or request made, including
- i) providing the Commissioner(s) with full details of the complaint or request;
 - ii) complying with a data access request within the relevant timescales set out in the DPA and in accordance with the Commissioner(s) instructions;
 - iii) providing the Commissioner(s) with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Commissioner(s)); and
 - iv) providing the Commissioner(s) with any other information requested by the Commissioner(s) in respect of the complaint or request.
- 35.13 The Provider shall not transfer Personal Data outside of the EU unless the prior written consent of the Commissioner(s) has been obtained and the following conditions are fulfilled:
- (i) the Provider has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Commissioner(s);
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Commissioner(s) in meeting its obligations); and
 - (iv) the Provider complies with any reasonable instructions notified to it in advance by the Commissioner(s) with respect to the processing of the Personal Data;
- 35.14 Subject to clause 35.16, the Provider shall notify the Commissioner(s) immediately if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 35.15 The Provider shall (and shall ensure that any Sub-Contractor shall) permit the Commissioner(s) or al representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit its data processing activities and comply with all reasonable requests or directions by the Commissioner(s) to enable the Commissioner(s) to verify that the Provider (or Sub-Contractor) is in full compliance with its obligations under the DPA.
- 35.16 The Provider's obligation to notify under clause 35.14 shall include the provision of further information to the Commissioner(s) in phases, as details become available.
- 35.17 The Provider shall provide all reasonable assistance to the Commissioner(s) in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may include:

- (i) a systematic description of the envisaged processing operations and the purpose of the processing;
- (ii) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (ii) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (iii) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

35.18 Taking into account the nature of the processing, the Provider shall provide the Commissioner(s) with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made by a Data Subject (and insofar as possible) within the timescales reasonably required by the Commissioner(s) including by promptly providing:

- (a) the Commissioner(s) with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Commissioner(s) to enable the Commissioner(s) to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Commissioner(s), at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Commissioner(s) following any Data Loss Event;
- (e) assistance as requested by the Commissioner(s) with respect to any request from the Information Commissioner's Office, or any consultation by the Commissioner(s) with the Information Commissioner's Office.

35.19 The Provider shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 35 provided that this requirement does not apply where the Provider employs fewer than 250 staff, unless:

- (a) the Commissioner(s) determines that the processing is not occasional; or
- (b) the Commissioner(s) determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
- (c) the Commissioner(s) determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

35.20 The Provider shall designate a data protection officer if required by the Data Protection Legislation. .

35.21 Before allowing any Sub-Contractor to process any Personal Data related to this Contract, the Provider shall:

- (a) notify the Commissioner(s) in writing of the intended Sub-Contractor and processing;
- (b) obtain the written consent of the Commissioner(s);
- (c) enter into a written agreement with the Sub- Contractor which shall give effect to the terms set out in this Clause 35 such that they apply to the Sub-Contractor; and
- (d) provide the Commissioner(s) with such information regarding the Sub-Contractor as the Commissioner(s) may reasonably require.

35.22 The Provider shall remain fully liable for all acts or omissions of any Sub-Contractor.

35.23 The Provider may, at any time on not less than 30 Working Days' notice, revise this Clause 35 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

35.24 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Commissioner(s) may on not less than 30 Working Days' notice to the Provider amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

35.35 Failure by the Provider to comply with its obligations under this Clause 35 may be regarded as a Material Breach of this Contract.

36. **INFORMATION SHARING**

36.1. The Service Provider agrees that the Commissioner(s) may in its absolute discretion, acting reasonably, disclose to other public authorities any proper and genuine concerns regarding any provision of the Service provided under this Contract, where it is necessary to do so, whilst at all times in making any disclosure, no commercially sensitive information of the Service Provider or Personal Data of any Person shall be communicated.

37. **FREEDOM OF INFORMATION (FOI)**

37.1. The Service Provider acknowledges that the Commissioner(s) is or may be subject to the Freedom of Information Act 2000 (FOIA) and may be required to disclose information about the contract to ensure the compliance of the Authority with the FOIA.

37.2. The Provider shall:

- i) provide all necessary assistance and cooperation as reasonably requested by the Commissioner(s) to enable the Commissioner(s) to comply with its obligations under the FOIA.
- ii) transfer to the Commissioner(s) all requests for information relating to this Agreement that it receives as soon as practicable and in any event within two (2) working days of receipt.
- iii) Provide the Commissioner(s) with a copy of all information belonging to the Commissioner(s) requested in the request for information which is in its possession or control in the form that the Commissioner(s) requires within five (5) working days (or such other period as the Commissioner(s) may reasonably specify) of the Commissioner(s)' request for such information; and
- iv) not respond directly to a request for information unless authorised in writing to so by the Commissioner(s).

37.3. The Provider notes and acknowledges the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) as may be amended, updated or replaced from time to time.

The Provider will act in accordance with the FOIA and these Codes of Practice (and any other applicable codes of practice or guidance notified to the Provider from time to time) to the extent that they apply to the Provider's performance under the contract.

37.4. The Provider acknowledges that the Commissioner(s) may be required under the FOIA to disclose information (including commercially sensitive information) without consulting or obtaining consent from the Service Provider. The Commissioner(s) shall take reasonable steps to notify the Service Provider of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but the Commissioner(s) shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA.

37.5. The Service Provider acknowledges that the decision on whether any exemption applies as to a request for disclosure of recorded information is a decision solely for the Commissioner(s). Where the Commissioner(s) is managing a request as referred to in this clause, the Provider shall co-operate with the Commissioner(s) if it so

requests and shall respond within five (5) working days of any request by it for assistance in determining how to respond to a request for disclosure.

37.6. The Service Provider shall ensure that it and any of its representatives notify the Commissioner(s) in writing of requests for information under the Information Laws relating to this Agreement, that it receives as soon as practicable.

38. **PUBLICITY, MEDIA, OFFICIAL ENQUIRIES AND THE OMBUDSMAN**

38.1. Without prejudice to the Commissioner(s)'s obligations under the FOIA, neither Party shall make any press announcements or publicise the Contract or any part thereof in any way, except with the prior written consent of the other Party. Such consent shall not be unreasonably withheld or delayed.

38.2. The Service Provider shall not use business logos or publicise the logos of the Commissioner(s) either in print or electronically without the prior written consent of the Commissioner(s). Such consent not to be unreasonably withheld or delayed.

38.3. The Commissioner(s) shall be entitled to publicise this Contract in accordance with any legal obligation on the Commissioner(s), including any examination of this Contract by the Auditors and the provisions of the FOIA or otherwise.

38.4. The Parties shall take all reasonable steps to ensure the observance of the provisions of Clause 38 by all their servants, employees, agents, professional advisors and consultants.

38.5. The Parties acknowledge that the Auditor has the right to publish details of this Contract (including Confidential Information) in its relevant reports to Parliament (or similar) to the extent permitted by Law.

38.6. The Service Provider shall not do anything, or cause anything to be done, which may damage the reputation of the Commissioner(s) or bring the Commissioner(s) into disrepute.

38.7. **OMBUDSMAN**

38.8. The Commissioner(s) is under a legal obligation by virtue of the Local Government Acts to observe the rights and powers of the Local Government Ombudsman who can require the provision of information and production of documents for the purpose of carrying out investigations into relevant matters that may have been referred to him for adjudication when maladministration has been alleged against the Service Provider.

38.9. The Service Provider shall make available any documentation or allow to be interviewed any of its Staff and at all times assist the Ombudsman or his Staff and shall co-operate with any enquiries that are requested by the Ombudsman or his Staff in investigating any complaint.

38.10. Upon determination of any case by the Ombudsman in which the Service Provider has been involved or been implicated the Commissioner(s) shall forward copies of those determinations to the Provider for the Service Provider's comments before reporting the details to the Commissioner(s)'s executive. Should the Ombudsman make recommendations in his report that compensation should be paid for maladministration and this either expressly or by implication has been due wholly or in part to the failure of the Service Provider in not complying with the provisions of this Contract, the Commissioner(s) may recover such compensation in full from the Service Provider.

38.11. The Provider shall comply with all recommendations made by the Ombudsman as they may affect or be relevant to the Service Provider.

39. **RECORDS AND AUDIT ACCESS**

- 39.1. The Service Provider shall keep and maintain until six years after the end of the Contract Period (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of the Contract including the Service provided under it, the Contracts entered into with the Commissioner(s) and the amounts paid by the Commissioner(s).
- 39.2. The Service Provider shall keep the records and accounts referred to in clause 39.1 above in accordance with good accountancy practice and shall include a full and accurate record of all monies expended by the Service Provider in observing and fulfilling the Service Provider's obligations under the Contract.
- 39.3. The Service Provider shall on request afford the Commissioner(s) or the Commissioner's Authorised Representative and/or the Auditor such access to such records and accounts as may be required by the Commissioner(s) from time to time.
- 39.4. The Service Provider shall provide such records and accounts (together with copies of the Service Provider's published accounts) during the Contract Period and for a period of six years after the expiry of the Contract Period to the Commissioner(s) and the Auditor.
- 39.5. Subject to the Commissioner's rights of confidentiality, the Service Provider shall on request provide the Auditor with all reasonable co-operation and assistance in relation to each audit, including:
- a) all information requested by the Commissioner(s) within the scope of the audit;
 - b) reasonable access to sites controlled by the Service Provider and to Equipment used in the provision of the Service; and
 - c) access to the Service Provider's Staff.
- 39.6. The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 39, unless the audit reveals a material Default by the Service Provider in which case the Service Provider shall reimburse the Commissioner(s) for the Commissioner's reasonable costs incurred in relation to the audit.

40. **MONITORING**

- 40.1. The Service provided under this Contract will be subject to continuous review and monitoring and the Commissioner(s) may carry out any reviews required of the Service provided under this Contract.
- 40.2. The Service Provider shall, at all times, co-operate with the Commissioner(s) processes for monitoring arrangements in whatever way as is reasonably requested by the Commissioner(s) including but not limited to, access to premises, Staff and records in line with Data Protection Legislation.
- 40.3. The Commissioner(s) may monitor, inspect and examine the work or Service being carried out by the Service Provider without notice at any time. The Service Provider shall give all such assistance as the Commissioner(s) may reasonably require for such monitoring.
- 40.4. Commissioner(s) or any individuals nominated by the Commissioner(s) shall be entitled to ascertain by whatever lawful means considered appropriate whether the Service Provider has performed the Service in accordance with the Contract and the Service Provider shall provide access to all information required by the Commissioner(s) relating to the provision of the Service under this Contract.

- 40.5. The Service Provider may be required to rectify any deficiencies in Service and bring it to the required standard in a time specified by the Commissioner's Nominated Officer.
- 40.6. The Commissioner(s) any individuals nominated by the Commissioner(s) will require access to all information relating to the provision of the Service under this Contract at all times, with or without prior notice, to enable monitoring and evaluation of the Service to be carried out and to review the performance of this Contract. The Service Provider shall make available the information required by the Commissioner(s) relating to the provision of the Service under this Contract.
- 40.7. The Service Provider shall conduct an annual individual satisfaction questionnaire (administered in accessible formats) to ensure that the Person accessing the service is afforded opportunities to exercise their formal right to comment on the manner in which the Service is provided. The Service Provider shall facilitate access to advocacy services where required. Comments and feedback on the Service provided should be made available to the Commissioner(s) upon request.
- 40.8. The Service Provider shall provide any information required by the Commissioner(s) from time to time to inform workforce planning on a local, regional or national basis.
- 40.9. The Commissioner(s) reserves the right to arrange meetings with the Service Provider at its discretion to discuss the performance of the Service under this Contract.
- 40.10. For avoidance of doubt, the Commissioner(s) shall also monitor the quality of the Service by various methods including:
- i. Feedback from Person receiving the Service, their relatives or advocate through satisfaction questionnaires, sampling etc.
 - ii. Feedback from Care Co-ordinators, Health Board Nurse Reviews and other relevant Staff on the standard of Service provided
 - iii. An examination of written records, reports or logs which the Service Provider is required to provide
 - iv. The review of the Integrated Care and Support Plan, Service Delivery Plan and progress against the individual Person's outcomes and relevant care planning documentation
 - v. Contract reviews
 - vi. Care Co-ordinator's reviews
 - vii. Inspection reports issued by the CIW/CQC
 - viii. Review of policies and procedures held by the Service Provider including dates when these were updated
 - ix. The Service Provider must be able to demonstrate evidence of business continuity planning
 - x. Review copies of procedures and forms e.g. specimen supervision form used by the Service Provider

41. **REMEDIES FOR INADEQUATE PERFORMANCE**

- 41.1. Where in the reasonable opinion of the Commissioner(s):
- i. the standard of Service is not in accordance with the terms of the Contract;
 - ii. the manner in which any Service has been performed is not in accordance with the terms of the Contract;
 - iii. the procedures used by the Service Provider in the delivery of the Service is not in accordance with the terms of the Contract; or
 - iv. it has concerns about any other matter connected with the performance of the Service Provider's obligations under the Contract, **or the Service Provider no longer has the required registration for the provision of the Service; or**

- vi the Service Provider no longer has the required insurance for the provision of the Service; or
 - vii. the Service Provider shall have or is likely to commit a Material Breach of the Contract; or
 - viii. there shall be any other circumstance(s) which appear to the Commissioner(s) to affect the Service Provider's ability to perform the Contract
- the provisions of clause 41.2 shall apply.

41.2. The Commissioner(s) may, without prejudice to its right under clause 58 (Resolution of Dispute) or under clause 52 (Termination for Default), pursuant to the provisions of clause 41.1 above, do any of the following:

- i. without terminating the Contract, itself supply or procure the supply of all or part of the Service until such time as the Service Provider shall have demonstrated to the reasonable satisfaction of the Commissioner(s) that the Service Provider will once more be able to supply all or such part of the Service in accordance with the Contract;
- ii. without terminating the whole of the Contract, terminate the Contract in respect of part of the Service only (whereupon a corresponding reduction in the Service Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Service; or
- iii. charge the Service Provider (and the Service Provider shall pay any costs reasonably incurred by the Commissioner(s) including administration costs) in respect of the supply of any part of the Service by the Commissioner(s) or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Service Provider for such part of the Service and provided that the Commissioner(s) uses its reasonable endeavours to mitigate any additional expenditure in obtaining a replacement Service; or
- vi. instruct the Service Provider to remedy the failure and the Service Provider shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within [ten] Business Working Days of the Commissioner(s) instructions or such other period of time as the Commissioner(s) may direct.

41.3. The Commissioner(s) may terminate the Contract if:

- i) the Service Provider fails to comply with clause 41.2 and the failure is materially adverse to the interests of the Commissioner(s) or prevents the Commissioner(s) from discharging a statutory duty; **the Service Provider shall be in Material Breach of Contract**

the Commissioner(s) may terminate the Service under this Contract with immediate effect by giving the Service Provider notice in writing.

41.4. In the event of inadequate performance, the Commissioner(s) may without terminating the Call-Off Contract, dependent on the circumstances, suspend the Service, for a specified reason for a specific period of time as agreed with the Service Provider in writing until the Service Provider demonstrates to the reasonable satisfaction of the Commissioner(s) that it is able to and will provide the suspended Service to the required standard.

41.4.1. During the period of suspension, the Parties shall use all reasonable endeavours to minimise any inconvenience caused or likely to be caused to the Person as a result of the suspension of the Service and the Service Provider shall comply with any instructions given to it by the Commissioner(s) in this regard .

42. **RIGHTS AND REMEDIES**

42.1. Except as expressly provided in this Contract, rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

43. **TRANSFER AND SUBCONTRACTING**

43.1. The Service Provider shall not subcontract, assign, novate, or otherwise dispose of this Contract or any part of it without prior consent of the Commissioner(s) acting in its absolute discretion. Neither may the Service Provider sub-contract the whole or any part of its obligations under this Contract except with the express prior written consent of the Commissioner(s). Subcontracting any part of the Contract shall not relieve the Service Provider of any of its obligations or duties under the Contract.

43.2. Where the Commissioner(s) consented for the Service Provider to sub-contract any part of the Service, the Service Provider shall submit to the Commissioner(s) the governance arrangement between the Service Provider and the Sub-contractor. Every act or omission of the sub-contractor shall, for the purposes of the Contract shall be deemed to be the act or omission of the Service Provider and the Service Provider shall be liable to the Commissioner(s) thereafter as if such act or omission had been committed or omitted by the Service Provider itself.

43.3. This Contract shall be binding on the Commissioner(s) including its successors and assignees and subject to clause 43.1 on the Service Provider and the Service Provider's successors and permitted assignees.

44. **WAIVER**

44.1. A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

44.2. A failure or delay by a Party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

44.3. A Party that waives a right or remedy provided under this Contract or by law in relation to one Party, or takes or fails to take any action against that Party, does not affect its rights in relation to any other Party.

45. **VARIATION TO THE CALL-OFF CONTRACT**

45.1. In accordance with clause 13.7 above and the variation to the service procedures set out in Schedule 6 to this Contract, either the Commissioner(s) or the Service Provider may request a Review of the Contract which may result in a variation to the Contract. The request must be made in writing and the Review must be held as soon as practically possible.

46. **THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

46.1. Except as expressly provided elsewhere in this Contract, only a person who is a Party to this Contract shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

47. **SEVERANCE**

47.1. If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to

make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Contract.

47.2. If [one Party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

48. **LIABILITY**

48.1. The Service Provider shall be liable for, and shall indemnify in full the Commissioner(s), its employees, servants or agents from and against all liability arising from:

- i. Death of, or personal injury, to any person;
- ii. Breach of a statutory duty performed on behalf of the Commissioner(s) or an obligation arising under this Contract;
- iii. Loss of, or damage to any property

in respect of any claim, action, proceedings, damages, costs, demands, expenses and charges (including all legal expenses) and any other liabilities whatsoever howsoever arising out of, or in connection with this Contract arising as a result of the negligent act or omission of the Service Provider.

48.2. The Commissioner(s) shall be liable for, and shall indemnify in full the Service Provider, its employees, servants or agents from and against all liability arising from:

- i. Death of, or personal injury, to any person;
- ii. Breach of a statutory duty or obligation arising under this Contract;
- iii. Loss of, or damage to any property;

in respect of any claim, action, proceedings, damages, costs, demands, expenses and charges (including all legal expenses) and any other liabilities whatsoever arising out of, or in connection with this Contract arising as a result of the negligent act or omission of the Commissioner(s).

49. **INSURANCE**

49.1. The Service Provider shall hold and maintain insurance policies (evidence of such policies to be provided to the Commissioner(s) to include:

- i. Employer's liability (a minimum of £10m in respect of any one claim);
- ii. Public liability (a minimum of £10m in respect of any one claim);
- iii. Medical malpractice cover or equivalent (a minimum of £10m in respect of any one claim)

49.2. The Service Provider shall ensure that all Staff maintain appropriate insurance policies in respect of motor vehicles used in the course of their employment. Evidence of such policies shall be provided to the Commissioner(s) upon request. All vehicles used in the provision of the Service either owned, leased or hired by the Service Provider, or an employee of the Service Provider, must include business use cover.

49.3. The Service Provider shall ensure, through annual inspection of insurance and MOT certificates, that any vehicles used by employees in the course of their employment are in a roadworthy condition. The Service Provider shall have processes in place to ensure Staff with driving duties and responsibilities maintain a current and updated driving licence as required.

- 49.4. Where the Service Provider's employees or agents use the vehicle of the Person supported under this Contract, the Service Provider shall ensure that its employees or agents are insured to drive such vehicles and shall request copies of the insurance documentation. In these circumstances it is expected that the Person has a fully comprehensive policy that covers any driver. In addition, such use shall be wholly and exclusively for the purposes of the Person receiving the Service, not to enable any employee or agent of the Service Provider to benefit from the availability of such vehicle. The Service Provider shall inform the Commissioner(s) of any such misuse, and the employee shall be disciplined appropriately.
- 49.5. In the event of any accident occurring whilst using the vehicle of the Person supported under this Contract, any excess payable on the Person's policy shall be payable by the Service Provider.
- 49.6. The Service Provider shall produce such evidence as the Commissioner(s) may reasonably require that all insurances referred to herein have been taken out and are in force at all times.

50. **WARRANTIES AND REPRESENTATION**

- 50.1. The Service Provider warrants and represents that:
- 50.2. The Service Provider has the full capacity and authority and all necessary consents (including, but not limited to, where its procedures so require, the consent of its parent company) to enter into and perform this Contract and that is executed by a duly authorised representative of the Service Provider as further set out in the Agreement
- 50.3. The Service Provider shall discharge its obligations hereunder with all due skill, care and diligence and (without limiting the generality of this Clause 50) in accordance with its own established internal procedures;

51. **TERMINATION ON INSOLVENCY**

- 51.1. Without affecting any other right or remedy available to it, the Commissioner(s) may terminate this Contract with immediate effect by giving written notice to the Service Provider if:
- i. the Service Provider suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 OR (being a partnership) has any partner to whom any of the foregoing apply;
 - ii. the Service Provider commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - iii. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Service Provider;
 - iv. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Service Provider (being a company);
 - v. the holder of a qualifying floating charge over the assets of the Service Provider (being a company) has become entitled to appoint or has appointed an administrative receiver;

- vi. a person becomes entitled to appoint a receiver over the assets of the Service Provider or a receiver is appointed over the assets of the Service Provider;
- vii. the Service Provider (being an individual) is the subject of a bankruptcy petition or order;
- viii. a creditor or encumbrancer of the Service Provider attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Provider's assets and such attachment or process is not discharged within [14] days;
- ix. any event occurs, or proceeding is taken, with respect to the Service Provider in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 51i to 51viii (inclusive); or
- x. the Service Provider suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- xi. any warranty given by the other party in clause 50 (Warranties and Representations) of this Contract is found to be untrue or misleading.

52. **TERMINATION ON DEFAULT**

52.1. Without prejudice to any other provision in the Contract the Commissioner(s) may terminate the Call –off Contract by giving written notice to the Service Provider with immediate effect if the Service Provider commits a Material Breach of the Contract and if:

- 52.2.
- i. the Service Provider has not remedied the Material Breach of the Contract to the satisfaction of the Commissioner(s) within 20 Business Working Days (excluding Saturday, Sunday and bank holidays), or such other period as may be specified by the Commissioner(s), after issue of a written notice specifying the Material Breach and requesting it to be remedied; or
 - ii. the Material Breach is not, in the opinion of the Commissioner(s), capable of remedy.

52.3. For the purposes of clause 52, **Material Breach** means a breach (including an anticipatory breach) that is not minimal or trivial in its consequences to the Commissioner(s). In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

52.4. The Commissioner(s) may terminate the Call- Off Contract by giving written notice to the Service Provider with immediate effect if the Service Provider breaches any of the terms of this Contract in such a manner as to reasonably justify in the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract.

52.5 The Commissioner(s) may terminate this Contract without notice and recover any resulting financial loss from the Service Provider in the following circumstances:

- i. If the Service Provider or a member of Staff engages in any conduct which, in the opinion of the Commissioner(s), is prejudicial whether by positive action or neglect or to the detriment of the welfare of the Person receiving the Service. Such action will include fraud and theft from the Person, neglect or inappropriate care, cruelty and assault including verbal abuse; or
- ii. If the Commissioner(s) is satisfied that the Service Provider has committed a breach of the Contract or has consistently failed to perform the terms, conditions and obligations imposed by this Contract; or
- iii. If the Service Provider persistently fails to take corrective action following a default in the provision of this Contract following a reasonable period of notice given by the Commissioner(s); or

- iv. If the Service Provider or a person on the Service Provider's behalf takes unreasonable financial advantage of the relationship with a Person supported under this Contract; or
- v. Upon the Service Provider's Agency ceasing for whatever reason to be registered pursuant to the Care Standards Act 2000, Regulation and Inspection of Social Care (Wales) Act 2016 or any statutory modification or re-enactment thereof; or
- vi. If the Service Provider shall have given any financial inducement or reward to an elected Member or employee of the Commissioner(s) in order to gain unfair advantage under or in connection with this Contract and or has committed any offence under the Prevention of Corruption Acts or Section 117 of the Local Government Act 1972 or the Bribery Act 2010 or the Modern Slavery Act 2015; or
- vii. If the Service Provider has been convicted on an offence under the provisions of the Care Standards Act 2000 / Regulation & Inspection of Social Care (Wales) Act 2016 or other legislation and/or where the offence has caused harm or put at risk of harm the Person supported under this Contract;

53. **TERMINATION OF THE CALL-OFF CONTRACT**

53.1. **Termination following Death**

53.1.1. It is the responsibility of the Service Provider or Care Co-ordinator to inform the other Party in the event of the death of a Person receiving the Service. The following shall apply.

53.1.2. In the event of a termination of the Call off Contract, the notice period as set out in Schedule 6 shall apply.

53.2. **Termination following Notice**

53.2.1. Either Party may terminate a Call-Off Contract by giving a minimum of three months' notice (12 weeks). Notwithstanding the Parties may agree to a longer termination notice in the best interest of the Person receiving the Service.

53.2.2. During the period of notice the Parties shall co-operate to ensure the best interest of the Person receiving the Service is met under whatever new arrangements may be proposed.

53.3. **Fixed termination**

53.3.1. A Contract shall expire automatically where an end date has been indicated on the Contract.

54. **CONSEQUENCE OF TERMINATION**

54.1. Where the Commissioner(s) terminates the Contract under clause 52 (Default) and then makes other arrangements for the provision of Service, the Commissioner(s) may recover from the Service Provider the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Commissioner(s) throughout the remainder of the Contract Period.

The Commissioner(s) shall take all reasonable steps to mitigate such additional expenditure. Where the Call-Off Contract is terminated under clause 52 (Default), no further payments shall be payable by the Commissioner(s) to the Service Provider until the Commissioner(s) has established the final cost of making other arrangements.

- 54.2. Except as otherwise expressly provided in the Contract:
- i. termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract before termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
 - ii. termination of the Contract shall not affect the continuing rights, remedies or obligations of the Commissioner(s) or the Service Provider.
- 54.3 In the event of termination pursuant to Clause 41 (Inadequate Performance), the Service Provider shall cease to provide the Service to any individual under this Contract from the day following the expiry of the notice period and no payment shall be made by the Commissioner(s) for any services provided from that date.
- 54.4 In the event of termination pursuant to Clause 53 (Termination of the Call-Off Contract), the Service Provider shall cease to provide the Service to any individual from the day following the expiry of the notice period and no payment shall be made by the Commissioner(s) for any services provided from that date.
- 54.5. In the event of termination pursuant to Clause 52 (Termination on Default), the Service Provider shall cease to provide the Service from the day following the expiry of the notice and no payment shall be made by the Commissioner(s) for any services provided from that date.
- 54.6. In the event of a notice of termination being given by the Service Provider to the Commissioner(s) the Service Provider shall continue to provide the Service until Midnight on the day on which the period of notice ends (unless otherwise agreed in writing).

55. **COMPLAINTS & CONCERNS**

- 55.1. The Service Provider will operate a procedure for investigating any complaint made by or on behalf of the Person receiving the Service. The Service Provider will make the Person/the Person's representative(s), family and/or carers aware of how to access this procedure at the commencement of the provision of the Service. The Person/Person's representative shall be informed in writing by the Service Provider of the means of registering a complaint, how the complaint will be dealt with and of the outcome, as soon as is reasonably possible, or in any event within 7 Business Working Days of the start of the Service.
- 55.2. Where a complaint is registered and in line with good practice a discussion and/or meeting should take place with the Person/the Person's representative(s) to try and resolve the issues and agree a way forward. Consideration should be given as to whether the Person would benefit from the assistance of an advocate and if this is the case then advice on the advocacy service should be provided by the Service Provider.
- 55.3. All complaints made to the Service Provider by or on behalf of the Person/Person's representative(s) to the Service Provider will be recorded and a copy of any such complaints shall be forwarded to the Commissioner(s) as soon as practically possible. The Service Provider shall set out his response to the complaint in writing to the Commissioner(s) within agreed timescales. Any extension to this timescale must be negotiated and agreed with the Person and/or their family and the Commissioner(s) should be notified of the agreed timescale

- 55.4. All complaints received and dealt with by the Service Provider (including any identified service improvements or lessons learned) will be reviewed to ensure the Service Provider's performance meets the expectations of this Contract.
- 55.5. The Service Provider shall advise the Person/the Person's representative(s) of their rights to access the Commissioner's complaints procedures in the event that they are not satisfied with the way in which the Service Provider has dealt with their complaint.
- 55.6. The Service Provider is defined as a 'Responsible Body' under the 'Putting Things Right' Guidance developed in accordance with the National Health Service (Concerns, Complaints and Redress Arrangements) (Wales) Regulations 2011 (<http://www.wales.nhs.uk/sites3/docopen.cfm?orgid=932&id=170588>)
As such, most of these regulations apply to Service Providers who delivery domiciliary care and support funded in full, or in part by an NHS body. This requires the Service Provider to cooperate fully with Health Board commissioners in respect of any complaint or concern received in such cases where the complainant is not satisfied with the local resolution offered by the Service Provider's own complaints or concerns procedures

56. **DISRUPTION**

- 56.1. The Service Provider shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Commissioner(s), its employees or any other Service Provider employed by the Commissioner(s).
- 56.2. The Service Provider shall immediately inform the Commissioner(s) of any actual or potential industrial action, whether such action be by its own Staff or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- 56.3. In the event of industrial action by the Staff, the Service Provider shall seek the Commissioner(s)'s consent to its proposals for the continuance of the supply of the Service in accordance with its obligations under the Contract.
- 56.4. If the Service Provider's proposals referred to in clause 56.3 are considered insufficient or unacceptable by the Commissioner(s) acting reasonably then the Commissioner(s) may:
- i. require the Service Provider to provide alternative proposals; or
 - ii. undertake the Service itself and recover from the Service Provider the additional costs incurred in the process.

Nothing in this clause 56 shall release the Service Provider from the proper performance of its obligations under the Contract.

57. **RECOVERY UPON TERMINATION**

- 57.1. On the termination of the Contract for any reason the Service Provider shall upon request from the Commissioner(s):
- i. promptly provide all information concerning the provision of the Service which may reasonably be requested by the Commissioner(s) for the purposes of adequately understanding the manner in which the Service has been provided or for the purpose of allowing the Commissioner(s) or replacement service provider to conduct due diligence.
 - ii. assist and co-operate with the Commissioner(s) to ensure an orderly transition of the provision of the Service to any replacement service provider

- iii. deliver to the Commissioner(s) all property (including materials, documents, information, access keys etc) provided to the Service Provider.
- iv. provide to the Commissioner(s) all confidential information, personal data in its possessions or under the control of any permitted sub-contractors which was obtained for the provision of the Service.

58. **RESOLUTION OF DISPUTES**

58.1. If a Dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it then the parties shall use their best endeavours to resolve by agreement. Either party may request:

- i. a meeting between representatives within 14 working days of the dispute being raised, and if unresolved;
- ii. a further meeting of senior representatives of the Commissioner(s) and Service Provider within a further 28 Business Working Days. The parties may invite an independent representative.

58.2. Where the Dispute cannot be resolved, a formal mediation facilitated by an independent mediator will be arranged, the costs of which are to be shared equally between all parties, or otherwise by agreement. The mediation will be arranged by the Commissioner(s). The performance of the Contract shall not be suspended, ceased or delayed by the reference of the Dispute to mediation and the Service Provider (and its Staff) shall comply fully with the requirements of the Contract at all times.

58.3 Where a Dispute cannot be resolved under this Clause 58, the Contract may be terminated.

58.4 The procedure for mediation and consequential provisions relating to mediation are as follows:

- i) a neutral adviser or mediator (the "**Mediator**") shall be chosen by agreement between the Parties or if the Parties shall be unable to agree upon a Mediator the Parties shall apply to the Centre for Effective Dispute Resolution ("**CEDR**") to appoint a Mediator;
- ii) the Parties shall, within ten [10] Working Days of the appointment of the Mediator, agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure;
- iii) unless otherwise agreed, all negotiations connected with the Dispute and any settlement or agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
- iv) if the Parties reach agreement on the resolution of the Dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
- v) failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.

58.5 if the Parties fail to reach agreement in the structured negotiations within forty [40] Working Days of the Mediator being appointed or such other period as may be

agreed by the Parties, the Dispute may be referred to the courts of England and Wales.

58.6 Nothing in the dispute resolution process shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act where in the opinion of that Party it is necessary to take such action without having followed the procedure in this clause 58.

59. **FORCE MAJEURE**

59.1. In this Contract 'Force Majeure' shall mean any cause preventing either Party from performing any or all of its obligations which arises from or is attributable to acts events omissions or accidents beyond the control of the Parties including, without limitation, act of God, war, riot, civil commotion, fire, flood, storm or other form of natural catastrophe or disaster.

59.2. If either party is prevented or delayed in the performance of any of its obligations under this Contract by reason of Force Majeure, that party shall forthwith or as soon as reasonably practicable thereafter serve notice in writing on the other Party specifying the extent and nature of the disruption caused setting out any mitigation strategy to overcome such event and delay and the period of time within which the Service will be resumed

59.3. The party affected by force majeure shall use all reasonable endeavours to bring the force majeure event to a close or to find a solution by which the Contract may be performed, despite the continuance of the force majeure event.

59.4. If either party is prevented from performance of its obligations for a continuous period in excess of three months the other party may terminate this Contract forthwith by written notice, whereupon all money due under this Contract shall be paid immediately .

59.5. The Commissioner(s) shall pay to the Service Providers all payments for the Services provided which have become due and payable and which are not otherwise disputed.

60. **HUMAN RIGHTS ACT 1998**

60.1. The Service Provider acknowledges that in relation to its obligations under this Contract, it will abide by the provisions of the European Convention of Human Rights and the Human Rights Act 1998 and at all times act in accordance with the said Convention and Act in relation to its obligations.

60.2. The Provider agrees that it will take such action as the Commissioner(s) may reasonably require for the purpose of ensuring compliance with the said Convention and Act.

61. **FRAUD**

61.1. The Service Provider shall safeguard the Commissioner's funding of this Contract against fraud generally and, in particular, fraud on the part of the Staff, or the Provider's directors and suppliers and the Service Provider shall notify the Commissioner(s) immediately where it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

62. **GRATUITIES**

62.1 The Service Provider, his employees, servants or agents shall not solicit or accept any gratuity, tip or any other form of money taking or reward, collection or charge for any part of the Service other than charges properly approved by the Commissioner(s) in accordance with the provision of this Contract.

63. **ELECTRONIC BUSINESS SYSTEMS**

63.1. The Service Provider is required to provide secure information management and technology systems that underpin and support the services specified in this Contract, backed up by appropriate policy and procedures.

64. **PROPER LAW & JURISDICTION**

64.1. This Contract shall be governed by and interpreted in accordance with the Laws of England and Wales and the Parties submit to the exclusive jurisdiction of the courts of England and Wales. Where there is a conflict between the laws of England and Wales, the laws of Wales shall prevail.

65. **CONTRACT IS TO PREVAIL**

65.1. In the event of any conflict between the provisions of this Contract and the provisions of any other document published or prepared in relation to the procurement of the Service by the Commissioner(s) and the responses of the Service Provider in any procurement exercise or scheme, the provisions of this Contract shall prevail.

66. **SURVIVAL OF TERMS**

66.1. No term shall survive expiry or termination of this Contract except the confidentiality clause.

67. **NOTICES (SERVICE OF NOTICES & DOCUMENTS)**

67.1. Any notice given pursuant to this Contract shall be in writing and shall be sufficiently given to any Party if sent in a letter by first class pre-paid post addressed to that Party at the address of that party set out at the head of this Contract (or any alternative address notified by that Party in accordance with this Clause) and any notice so given shall be deemed unless the contrary is proved to have been effected at the time at which the letter would be delivered in the ordinary course of post.

68. **CUMULATIVE REMEDIES**

68.1. Except as otherwise expressly provided by this Contract, all remedies available to either Party for breach of this Call-Off Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

69. **DEFAULT**

69.1. If any Party is in default of their respective obligations under this Contract, the other party shall notify in writing the way in which the Party is in default and if appropriate the matter shall be considered at a meeting of the Parties.

69.2. Where, despite any action taken the Party is still in default, the aggrieved Party may issue a default notice specifying the default and the action to be taken to rectify it. The notice shall state a reasonable period of time within which the required action is to be taken. If the default is not remedied within this period to the reasonable satisfaction of the other party, the aggrieved party shall refer to clause 58 (Resolution of Dispute).

70. **ENTIRE CONTRACT**

70.1. This Contract, the Framework Agreement and the Schedules constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matters of this Contract.

70.2. Each of the parties acknowledges and agrees that in entering into this Contract it does not rely on and shall have no remedy in respect of any statement, representation, warranty or understanding (Whether negligently or innocently made) of any person (whether party to this Contract or not) other than as expressly set out in this Contract.

70.3. Nothing in this sub-clause shall operate or exclude any liability for fraud.

71. **WELSH LANGUAGE**

71.1. The Service Provider shall comply with the Welsh Language (Wales) Measure 2011 and Welsh Language Standards set within Section 4 of the Measure, Schedule 5 of the Welsh Language Commissioner's advice document "Contracting Out Public Services Contracts" and Welsh language policies held by the Commissioner(s) to the extent that the same relate to the provision of the Service.

The Service Provider shall also be expected to comply with the principles and obligations of the Welsh Government Strategic Framework, "More than Just Words", and shall as a minimum:

- i. Ensure the "active offer" is applied at all times in providing Services in order to ensure that linguistic needs are respected;
- ii. Ensure the Services are provided in the preferred language of the Person and his / her family;
- iii. Record the preferred language of the Person and his / her family;
- iv. Keep a record of Staff skills in relation to the Welsh language to ensure the Service Provider can plan the workforce (work rotas etc) to fulfil any need for Welsh language services by the Person;
- v. Commit to improving skills and awareness of Staff in relation to the Welsh language through regular training programmes;

71.2. The Service Provider shall have in place and operate an up to date Welsh Language Policy that will show their commitment to the above legislature and good practice requirements and ensure staff are provided with guidance on how to operate accordingly.

71.3. The Service Provider shall take all reasonable and practicable steps to deliver the Service to the Person in the language medium of the Person's choice. It is acknowledged that languages other than Welsh and English may be the preferred language in some parts of North Wales.

71.4. The Service Provider shall, upon request, provide details of the percentage of bilingual Staff employed and the number of Person who choose Welsh as their preferred language but whose preference could not be accommodated.

71.5. The Commissioner(s) is committed to offering support and guidance to the Service Provider on the planning and provision of bilingual services. They will be able to provide guidance and help to create a Welsh language policy and advice on the relevant standards.

71.6. For the avoidance of doubt, with regards to Welsh language the Service Provider shall comply with the requirements of the Social Services & Wellbeing (Wales) Act 2014 in respect of the provision of the "active offer" in all aspects of the Service. The Service Provider will be required to evidence how they are striving to meet the Welsh language requirements, including within recruitment and training activities, provision of information and service delivery.

CALL OFF CONTRACT TERMS AND CONDITIONS

SCHEDULE 1: DEFINITIONS AND INTERPRETATIONS

Abuse	Defined in Section 197(1) of the Social Services & Wellbeing (Wales); Act means physical, sexual, psychological, emotional or financial abuse (and includes abuse taking place in any setting, whether in a private dwelling, an institution or any other place), and “financial abuse” includes— having money or other property stolen; being defrauded; being put under pressure in relation to money or other property; having money or other property misused;
Agreement	The Agreement entered into between the Commissioner(s) and the Service Providers including its Clauses, schedules, appendices and any other documents expressly incorporated.
Assessment	means a written assessment carried out by Commissioner(s) of a Person’s individual eligible care and support needs and the personal wellbeing outcomes set out in the Person’s Care and Support Plan
Assessment review	Process of monitoring the progress of the Care and Support Plan on a systematic basis throughout the Agreement period and in conjunction with the Provider and the Person(s) and their informal Carers or representatives.
Breach of contract	A failure of a party to this Agreement to perform his or her obligations as set out therein.
Business (office) Working Day	Every official working day of the week between and including Monday to Friday, excluding public holidays in Wales.
Call Off	Means the commissioning of Services that may be made by the Commissioner(s) from the Service Providers under the Commissioning and Call Off Procedures as set out in the Agreement .
Care Co-ordinator	The person assigned by the Commissioner(s) to coordinate the care and support and/or any other information, advice or support services provided to a Person(s).
Care and Support Plan	The document which underpins the Service to be provided following the Person’s assessment, outlining how his/her wellbeing outcomes will be met. A specimen copy of the Care and Support Plan is set out in Schedule 4 to the Call Off Contract Terms and Conditions.
Care / Support Worker	The registered Person employed by the Provider to be involved in directly providing the Service, registered with Social Care Wales as and when applicable.
Call	A visit scheduled by the Service Providers to deliver the Service the Service by the Care/Support Worker.
Carer	A person who provides or intends to provide care for an adult or disabled child (excluding paid carers).
Cartel	means any offence under the laws of the United Kingdom creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts or defrauding or attempting to defraud or conspiring to defraud the Commissioner(s);
Certified Data Wiping	means data destruction through a service that can certify that data held on information technology systems (including hard disk drives and/or other digital media) has been wiped.
Code of Practice/ Code of Professional Practice	The Code of Professional Practice for Social Care issued by Social Care Wales setting out the conduct and practice expected of the social care profession in Wales
Confidential Information	Any information which has been designated in writing by either Party as being confidential or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to all personal data and sensitive personal data within the meaning of the DPA and Section 124 of the Police Act 1997 in relation to the business, affairs, properties, assets, trading practices, Service Developments, trade secrets, personnel, Person(s) and suppliers of either Party, and the Commercially Sensitive Information.
Contract or Call-Off Contract	The Contract terms and conditions which becomes effective following authorisation of the Contract.

Contract Period	The period during which the Service shall be provided by the Service Provided and which shall be indicated in the purchase order.
CIW	Care Inspectorate for Wales or such other replacement body authorised in Wales to act in accordance with the Care Standards Act 2000 and Regulation and Inspection of Social Care (Wales) Act 2016
Data Protection Legislation	means the Data Protection Act 2018 (the “DPA”), the General Data Protection Regulation (GDPR) and the Law Enforcement Directive in so far as it relates to the processing of personal data and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.
Data Controller	has the meaning set out in the Data Protection Legislation and for the purpose of this Agreement will mean the Commissioner(s);
Data Loss Event	Means any event that results, or may result, in unauthorised access to Personal Data held by the Provider under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any breach of the Data Protection Legislation;
Data Processor	has the meaning set out in the Data Protection Legislation and for the purpose of this Contract will mean the Provider and any Sub-Contractor or third party used by the Provider to deliver the Service and with whom they share Personal Data belonging to the Data Controller;
Data Protection Impact Assessment	an assessment by the Council of the impact of the envisaged processing of the protection of Personal Data.
Data Subject	has the meaning set out in the Data Protection Legislation;
Data Subject Access Request	means a request made by a Data Subject in accordance with rights granted pursuant to the DPA to access his or her Personal Data.
Dispute	means a dispute, conflict or any other disagreement which exists between the Parties arising out of or in connection with this Contract;
Disclosure & Barring Service (DBS)	Means a Non-Departmental Public Body established under the Protection of Freedoms Act 2012 with the functions previously carried out by the Criminal Records Bureau (CRB) and Independent Safeguarding Authority (ISA)
Equipment	The Provider’s equipment, and materials used in the performance of its obligations under this Agreement.
Fraud	Means any offence under the laws of the United Kingdom creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts or defrauding or attempting to defraud or conspiring to defraud the Commissioner(s);
Freedom of Information Act (FOIA)	The Freedom of Information Act 2000 and any subordinate legislation made under the Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.
GDPR	means the General Data Protection Regulation (Regulation (EU) 2016/679);
Good Industry Standards	Standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence, and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.
Health Board	The Betsi Cadwaladr University Health Board.
Key Personnel	As defined in Clause 3.
Law	Any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, Delegated or subordinate legislation or notice of any Regulatory Body.
Material Breach	A breach (including an anticipatory breach) that is not minimal or trivial in its consequences to the People supported by the service and or the Commissioner(s). In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or

	misunderstanding; however the outcome can lead, if not remedied, to termination of the Agreement.
Multi-Disciplinary Team	A group of health and/or social care workers who are members of different disciplines, each providing specific services to the Person(s).
Mini tender	Shall mean the tender exercise as set out in Schedule 2 [Call-off Award Criteria] to be used to award a Call-Off Contract
Outcomes	Means the impact or end results of the Service on a Person's life and wellbeing
Personal Data	means any data that could potentially identify a specific individual, or can be used to distinguish one person from another and can be used for de-anonymising anonymous data;
Prohibited Act	Means to directly or indirectly offer, promise or give any person working for or engaged by the Commissioner(s) a financial or other advantage to, induce that person to perform improperly a relevant function or activity, or reward that person for improper performance of a relevant function or activity; or, to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Call-Off Contract; or committing any offence under the Bribery Act 2010, or under legislation creating offences concerning fraudulent acts; or at common law concerning fraudulent acts relating to this Call-Off Contract or any other contract with the Council; or defrauding, attempting to defraud or conspiring to defraud the Council; or where the Provider gives any fee or reward the receipt of which is an offence under Section 117[2] of the Local Government Act 1972; or failure to pay the national minimum wage pursuant to The National Minimum Wage Act 1998 and regulations made thereunder means to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to, induce that person to perform improperly a relevant function or activity, or reward that person for improper performance of a relevant function or activity; or, to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract; or committing any offence under the Bribery Act 2010, or under legislation creating offences concerning fraudulent acts; or at common law concerning fraudulent acts relating to this Contract or any other Contract with the Council; or defrauding, attempting to defraud or conspiring to defraud the Council; or where the Provider gives any fee or reward the receipt of which is an offence under Section 117[2] of the Local Government Act 1972; or failure to pay the national minimum wage pursuant to The National Minimum Wage Act 1998 and regulations made thereunder.
Protective Measures	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
Registered Manager	The person registered with the Social Care Wales to manage the domiciliary care service provided by the Provider
Responsible Individual	means an individual who is eligible to be a responsible individual under subsection (2) of the Regulation & Inspection of Social Care (Wales) Act 2016, who the Welsh Ministers are satisfied is a fit and proper person to be a responsible individual (section 9) and designated by a service provider in respect of a place at from or in relation to which the provider provides a regulated service and specified as such in the service providers registration.
Relative	(a) spouse or civil partner, or a person who lives with them as their spouse or civil partner; (b) parent or parent in law; son or daughter; son in law or daughter in law; stepson or stepdaughter; brother or sister; aunt or uncle; grandparent; (c) the spouse or civil partner, or a person who lives with them as if their spouse or civil partner, or any person specified in sub-paragraph
Regulated Service	as defined in Part 1, section 2 of the Regulation & Inspection of Social Care (Wales) Act 2016

Risk Assessment	An assessment by an appropriately trained and qualified person of the potential risks to Person(s) and Staff associated with delivering the Person(s)'s package of care.
Safeguarding	Means protection from abuse harm and neglect, and promoting of children/adults' physical, emotional and mental health, education, training and leisure, contribution to society and social and economic well-being
Safeguarding Co-ordinator	The person assigned to oversee and co-ordinate the process that deals with allegations of abuse and neglect against children and adults at risk
Service Delivery Plan/Provider's Support Plan	A plan written by the Service Providers which specifies how the Person's outcomes are to be met in accordance the Person's Care and Support Plan
Service Providers	Means the Service Providers appointed under the Agreement to provide the Service who shall maintain a valid registration of the Domiciliary Support Agency pursuant to the Regulation & Inspection of Social Care (Wales) Act 2016 or Care Standards Act 2000 where applicable or any statutory modification or re-enactment thereof.
Service Commencement Date	Shall mean the date the Service Provider shall commence delivery of the Service as set out in the purchase order.
Staff	means all persons employed by the Provider (or a Sub-Contractor) used in the performance of the Contract whether employed or not;
Supported Living	Supported Living is defined in clause 2 of the Service Specification.
Social Care Wales (formerly Care Council for Wales & Social Services Improvement Agency)	Assembly sponsored public body implemented from April 2017 under the Regulation & Inspection of Social Care (Wales) Act 2016 who's responsibilities include registration and the regulation of social care workforce in Wales and leading improvements in social care in Wales
Social Services and Well Being (Wales) Act 2014	The legal framework for improving the well-being of people who need care and support, and carers who need support.
Person's Representative	The relative or friend or carer or other (for example solicitor) nominated from time to time by the Person to represent him / her and may include the Person's Attorney or Deputy where the Attorney or Deputy has the authority to make the decisions in question. Where the Person lacks the mental capacity to nominate a Representative, the Parties shall proceed in accordance with the principles of the Mental Capacity Act 2005.
Regulation & Inspection of Social Care (wales) Act 2016	establishes a regulatory regime for care and support services which is consistent with the changes which are being delivered by the Social Services and Well-being Act 2014; defines the meaning of regulated services and standards required of services
Relevant Partners	The partners defined by section 162(4) and section 130(5)(b) of the Social Services and Well Being (Wales) Act.
Service	The Service to be provided in accordance with the terms of the Contract, the Service Specification, Service Conditions and the Person's Care and Support Plan.
Service Location	The place where the Service or any part thereof is to be provided by the Service Provider as specified in the Call-Off Contract or relevant documentation such as the Person's Care and Support Plan.
Significant Carer/ Representative	The individual responsible for the Person(s) or acting on behalf of the Person(s)
Sleep-in	Arrangement between the Commissioner and the Service Providers for Staff to be present generally between 11pm and 7am to support a Person(s) should they need assistance. A sleep-in will normally be considered to include any assistance required with going to bed/rising. Sleep-in Staff are not expected to be awake or woken for long periods during the night. If the Care Worker is woken any time up to a maximum of 2 hours or more than twice during the night, this then becomes a waking night and should be reviewed by the Commissioner(s), unless otherwise specified and agreed.

Staff	All persons employed by the Provider to perform this Contract together with the Provider's employees, agents and sub-contractors used in the performance of this Agreement.
TUPE Regulations	Means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as may be amended or modified from time to time.
Waking Night	Where the Care/Support Worker is required to be awake during the night to attend to and provide regular / frequent care and support (which may include support to remain safe and/or personal care tasks) throughout the night.

SCHEDULE 2

Policy and Procedures / Relevant Document Assessment Guide

The following information is requested as it will be used to measure that the content of your Policies and procedures meet the minimum requirements required for Providers providing a service for resident in North Wales. Please note you may be required to implement other policies and procedures as legislation or good practice dictates.

To help reduce the length of the monitoring visit, please have the policies and procedures noted below available as a random selection will be made. You may use the checklist below to identify that your Organisation has the following:

POLICY/PROCEDURE	YES	NO	Review Date
Statement of Purpose (content adheres to the requirements as dictated by the Regulation and Inspection of Social Care (Wales) Act 2016)			
Service Delivery Plan			
Service User Guide			
Service User Records			
Business Continuity Plan			
Dignity and Respect Policy			
Infection Prevention & Control Policy			
Welsh Language (Active Offer) Policy			
Risk Assessment Procedures & Blank Risk Assessment form			
Equality and Diversity / Equal Opportunities Policy			
Staff Supervision and Appraisal Policy			
Disciplinary Procedures			
Out of Hours Policy / Procedure			
Lone Working Policy			
Training Plan / Matrix			
Confidentiality Policy			
Moving and Handling Policy			
Health and Safety Policy			
Food and Hygiene Policy			
Recruitment & Selection Policy			
Confidentiality and Data Protection Policy and Procedure			
Complaints Procedure for staff and service users			
Policy or procedure on service user keys and/or key safes			
Procedure for Handling Service User monies			
Whistle blowing policy and procedure			
Positive Approaches to Challenging Behaviour			
Safeguarding of Vulnerable Adults			
Policy on Administration of Medication / Storage of Medication			
Policy on the use of Social Media			
Policy on Receiving Gifts			
Blank Employment Contract			
Missed or late calls policy			
Working Time Regulations (1998) Policy / Opt out clause			
Staff Smoking and Alcohol Policy			
Quality Assurance and Internal Audit Plans / Policy			
Management of Work Related Stress Policy			
Electronic Communications Policy (Code of Practice)			
Staff Sickness , Absence and Time-Keeping Policies			
Staff Hand Book / Policy / Guidance			
Court of Protection Deprivation of Liberty Application (for Supported Living settings)			

SCHEDULE 3 : NOTIFICATION OF ABSENCE/CHANGE OF CIRCUMSTANCE FORM

SPECIMEN COPY

NOTIFICATION OF ABSENCE FORM

(This form is a sample only and may be subject to change by the Purchaser)

The purpose of this generic form (used by both parties) is to notify the Purchaser/Provider of the Service User's planned/unplanned absence from the service location in accordance with the terms and conditions of the North Wales Domiciliary Care Agreement.

Faxed to the: Customer Care Team: 01492 583890 or by email on cco@conwy.gov.uk in respect of Learning Disability, Older People, People with Physical Disability Service Users

Faxed to the: Case Management Team at Roslin (01492 535034), Nant y Glyn (01492 872 295) for mental health services

Basic Information:

Service User's Name:..... Reference Number

Name of Service Provider:.....

Name of Care Manager/Care Co-ordinator:.....

Unplanned Service User's absence from the service location:

- Hospital admittance Date Admitted to:.....
- Respite Date Details
- Holiday Date Details
- Other, please

Specify.....

Expected length of stay or date of return

Comments and additional information:

Planned Service User's absence from the service location:

- | Reason for absence | Date of suspension of service | Date of re-commencement of service |
|--|-------------------------------|------------------------------------|
| <input type="checkbox"/> Hospital admittance | Planned date | Date |
| <input type="checkbox"/> Respite | Planned date | Date |
| <input type="checkbox"/> Holiday | Planned date | Date |
| <input type="checkbox"/> Other, please | | |

Specify.....

Comments and additional information:

Completed by the: Provider Purchaser (please tick accordingly)

Notification of absence signed and dated:

Name:..... Position:..... Date:.....

SCHEDULE 4 – SERVICE SPECIFICATION & PEN PORTRAIT

SCHEDULE 5: PAYMENT AND INVOICING PROCEDURES

SCHEDULE 6: SERVICE VARIATION AND TERMINATION PROCEDURES

SCHEDULE 7: ADULT SAFEGUARDING



North Wales Adult Safeguarding Report

This form is to be used when there is reasonable cause to suspect that a person is an Adult at Risk. (Please ensure that you have the correct version of this report as it is subject to change: please see – <http://www.northwalessafeguardingboard.wales/new-north-wales-adults-safeguarding-report-form/>)

IF YOU THINK A CRIME HAS BEEN COMMITTED – CONTACT THE POLICE

Please send this form for the URGENT attention of **ONE** of the following: -

The Conwy Customer Access Team:	wellbeing@conwy.gov.uk
The Wrexham Initial Response Team:	AST@wrexham.gov.uk
The First Contact Team, Flintshire:	ssduty@flintshire.gov.uk
Gwynedd's Adult Advice and Assessment Team:	cynghoriasesuodolion@gwynedd.llyw.cymru
Denbighshire SPOA Group:	spoagroup@denbighshire.gov.uk
Anglesey - The Adult Services Duty Team:	asduty@ynysmon.gov.uk
Betsi Cadwaladr University Health Board:	BCU.AdultSafeguarding@wales.nhs.uk

**Making a referral to Social Services (Children and Family Services):
Inter-agency Referral Form**

(Please ensure that you have the correct version of this report as it is subject to change:
<https://www.denbighshire.gov.uk/en/resident/health-and-social-care/children-young-people-and-families/report-a-child-at-risk.aspx>

please also see – <http://www.northwalessafeguardingboard.wales/>)

SCHEDULE 9

Processing, Personal Data and Data Subjects

The Provider shall comply with any further written instructions given by the Commissioner(s) with respect to processing Personal Data.

Any such further instructions shall be incorporated into this Schedule.

Description Details

Subject matter of the processing

This should be a high level, short description of what the processing is about i.e. its subject matter

Duration of the processing

Clearly set out the duration of the processing including dates

Nature and purposes of the processing

Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc.

Type of Personal Data

Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc

Categories of Data Subject

Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular

website etc

Retention of Personal Data

Describe for how long the personal data will be retained, how it be returned, or how it will be destroyed.

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SERVICE SPECIFICATION for Supported Living Services



North Wales Supported Living Agreement

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1. INTRODUCTION

- 1.1. This Service Specification describes the key features of Supported Living and outlines the expectations when a Supported Living service is commissioned and contracted. Commissioner(s) are moving towards an outcome based approach to commissioning and this Service Specification reflects the direction of travel adopting a progression model, positive risk taking, co-productive and strength based approach. The Service Specification will be read in conjunction with the main contract terms and conditions as part of the North Wales Supported Living Agreement.

The main principles of Supported Living are that people own or rent their home or have their own tenancy/licence and have control over the support they receive, who they live with (if anyone) and how they live their lives.

Supported Living can look different for people and is not a prescribed service model. The Service may include personal care, daily living activities and practical tasks and may comprise of a few hours of support or 24 hour support. People are supported to achieve their personal outcomes, increasing their independent living skills and maximising their overall independence in their own home and in the community. The service promotes equitable access to local community provision to meet assessed needs and outcomes.

The Commissioner(s) are committed to the delivery of high quality, person-centred, flexible Supported Living services designed to enable people to maintain, develop and enable their independence at home and in the community with a focus on what matters to them and their support networks.

Commissioner(s) and the Provider shall arrange and deliver supported living services in accordance with the best practice national guidance as developed by the National Commissioning Board “Commissioning Services for People with Learning Disability” which can be accessible on the following link: http://ipc.brookes.ac.uk/publications/Commissioning_for_People_with_Learning_Disability.pdf and the Best Practice Guidance issued in March 2019 by the Welsh Local Government Association, “Commissioning accommodation and support for a good life for people with a learning disability”

1.2. NATIONAL CONTEXT

The Social Services and Wellbeing (Wales) Act 2014 (“the Act”) applies to people ‘in need’ of any age and their Carers. In writing this Service Specification, the Commissioner(s) has taken into account the Code of Practice in relation to measuring Social Services performance; more specifically that it must:

- Co-produce the wellbeing outcomes that the Person wants to achieve.
- Protect and promote the Person’s physical, mental and emotional wellbeing.
- Take appropriate steps to protect and safeguard the Person from abuse, neglect and any significant or other harm.

- Actively encourage and support the Person to learn, develop and participate in community and society in general.
- Support the Person to safely develop and maintain healthy domestic, family and personal relationships.
- Work with the Person to achieve greater economic wellbeing.
- Support the Person to have a social life.
- Promote the Persons right to live in suitable accommodation.

2. DESCRIPTION OF SUPPORTED LIVING

- 2.1. For the purposes of this Service Specification, the term “Supported Living”, shall mean care and support provided to People living in their own homes in the community with/or without housing related support.
- 2.2. The Service shall assist People to live in a home that they own, rent via a tenancy or shared tenancy or occupy under licence, receiving personal care and/or housing related support which is delivered by a Domiciliary Care Provider registered with the Care Inspectorate for Wales.
- 2.3. The Service will be compliant with the Supporting People Programme Outcomes Framework Practice Guidance and Reach Standards/or its equivalent.
- 2.4. The Service will be person centred, designed around needs and personal outcomes and may comprise of a combination of direct or shared support, waking night and/or Sleep-In, including the use of telecare or technology to enable the Person living on his/her own or as a co-tenant in a shared setting.
- 2.5. The Service will be flexible, responsive and creative both in its delivery and in the partnerships developed with other sources of support, such as family and friends, community networks third sector organisations, colleges and other support providers e.g. day opportunities. The focus is to maximise the Person’s independence by providing support with daily living such as personal care and practical tasks/activities. People are encouraged to develop their confidence and skills to carry out these activities and tasks for themselves or with a level of support that is appropriate to their individual needs, maximising the use of community services.
- 2.6. The Service will be flexible and responsive in ways that encourages the Person to achieve their own aspirations rather than to fit into what is available, supporting access to and making use of community services in the area.
- 2.7. The Provider will be required to work in the spirit of good co-operation with the Commissioner(s) including Health professionals, such as psychologists, psychiatrists, physiotherapists, speech & language therapists, occupational therapists, G.P.’s, district nurses etc., delivering against a Care & Support Plan/Care Treatment Plan which reflects the assessed needs and outcomes of the Person.

2.8. At the heart of Supporting Living is choice and control with ongoing care and support provided to sustain that choice in accordance with the Social Services and Well Being (Wales) Act 2014 and as defined in the Reach Standards for Supported Living.

3. SERVICE REQUIREMENTS

3.1. The aims and objectives of the Supported Living service (“The Service”) are to ensure that people are able to:

- Live as independently as possible
- Receive their support in the least restrictive way possible
- Live in their own home by maintaining a tenancy/licence agreement, rental or ownership
- Have choice and control over their Service, including how it is delivered and by whom
- Receive a flexible service which responds to their individual preferences and needs

3.2. The aims of the Provider’s Service under this Service Specification:

- To provide outcome focussed, person centred and responsive support that helps achieve the Person’s full potential;
- To support and enable each Person to build on and develop existing skills whilst learning new skills, maximising their potential to be independent;
- To support the achievement of personal outcomes by working with families, other partners and organisations;
- To work effectively with all other relevant agencies to ensure seamless service delivery is achieved;
- To develop and maintain systems to monitor and evaluate the effectiveness of the Service;
- To maximise the use of Assistive Technology in order to promote the Person’s independence;
- To ensure the Person’s views, wishes, aspirations and goals are taken into account;

3.3. The Provider is expected to engage with families, carers and local communities, and in so doing to recognise these groups are assets and part of the solution in supporting the Person in the community. Such engagement helps place a greater value on mutual support, and build on existing resources and assets within families, neighbourhoods and community networks, providing improved resilience in our communities.

4. SCOPE OF THE SERVICE

4.1. The Service will be provided in the Person's own home or in the community by a Provider suitably registered with the Care Inspectorate for Wales to deliver domiciliary care. The Service under this Service Specification may be commissioned for adults, children or young people with the following needs:

- Learning disabilities with / without additional health needs;
- Challenging behaviour including dementia;
- Physical disabilities with / without additional health needs including acquired brain injury and sensory loss;
- Autistic spectrum conditions;
- Mental health needs;

5. VALUES

5.1. The Provider shall ensure that the values and rights below underpin the way in which the Person is supported:

- **Independence:** to think, act and make decisions, even when this involves a level of risk.
- **Dignity:** recognition that everyone is unique, with intrinsic value as an individual.
- **Respect:** for a Person's needs wishes, preferences, language, race, religion and culture.
- **Equality:** the right of people to be treated no less favourably than others because of their age, gender, disability, sexual orientation, religion, class, culture, language, race, ethnic origin or other relevant distinctions.
- **Privacy:** the right of the Person to be left alone or undisturbed and free from intrusion or public attention in their affairs.
- **Choice:** the right to make choices, and to have the alternatives presented and information that enable choices to be made.

6. ETHOS, APPROACH AND MODEL OF SERVICE

The service will be provided utilising the following approaches and service models.

6.1. Person Centred

6.1.1. Person-centred planning is a recognised approach that puts the person at the centre and deliberately shifts power towards them and can help reclaim some of the freedom which most of us take for granted" (Parley 2001). The legal requirements and advice provided in the Social Services and Wellbeing Act (2014), and Codes of Practice make the use of person centred practises a requirement.

- 6.1.2. The core principles of person centred practices ensure that children, young people, adults and their families are:
- At the centre of all planning and decision making processes and feel their contributions are valued.
 - Treated with respect at all times by practitioners sensitive to family, culture, ethnic and socio-economic diversity.
 - Given timely, unbiased and complete information that can be understood and that supports their ability to make informed choices.
 - Given flexible, responsive and individualised support, resources and services.
- 6.1.3. Person centred practice is a continual process of listening and learning about what is important to (the things that matter to them and bring quality of life) and for (the things that they need to be healthy, safe and to learn) the person, now and in the future with family, friends and professionals working together to make this happen. Person centred planning works best when used within organisations that have embedded a person centred culture. It's not just about creating visual plans.
- 6.1.4. Person centred approaches explore what is happening from the person and other people's perspective. It looks at what's working and not working, what's important to the person, explores what changes are needed to achieve personal outcomes and who can help.
- 6.1.5. There are many different tools that can be used i.e. the relationship circle, communication chart. These tools allow for person centred conversations to happen. It is the conversation that is important and those using the tools need to understand how to be person centred for them to be effective.
- 6.1.6. The move to the personalisation of service delivery involves an organisational culture shift. All those involved, service users, families, carers and providers will require differing levels of support to recognise and positively engage with the change process.
- 6.1.7. Person centred practices need to be embedded into daily, routine communication and not seen as a separate 'set of tools' or a way of working in discrete circumstance.
- 6.1.8. Adopting person centred practices and approaches will include;
- The co-production of meaningful and achievable goals with Individuals, their families and advocates.
 - Clarifying responsibilities of all individuals who are contributing to the support of the Person to achieve identified goals and outcomes.
 - Developing the Provider's Support Plan/Personal Plan with involvement of Person and in consultation with families/ Staff where appropriate

- Ensuring flexibility regarding when care and support is provided rather than fitting People into prearranged runs/ groups of calls or activities.
- Being involved in, and contributing to, person centred reviews, upon the request of the individual

6.2. **Strength based**

6.2.1. People will be encouraged to self-care by identifying and building on their strengths and their own capacity along with those of their family, friends and Staff to resolve problems themselves, delivering their own solutions. This will include:

- Valuing the capacity, skills, knowledge, connections and potential in individuals, their families and their communities;
- Working in collaboration, helping people to do things for themselves becoming co-producers of support and developing shared care partnerships;
- Promoting individuals becoming actively engaged in their support;
- Using a strengths-based approach to maintain and improve social networks and enhance well-being; and
- Encouraging and supporting self-care and exercise.

6.3. **Positive Risk Taking**

6.3.1. In order to achieve outcomes, positive risk-taking is a feature. People may wish to make choices which might give rise to risks to their own or others' health and safety. The risks must be properly assessed and managed according to the Individual's physical and emotional capabilities, mental capacity and with due regard to the health and safety of other Individuals, Staff and anyone else who might be affected by the activity of the Person and in accordance with the Provider's Health and Safety Policy. The Provider shall promote positive risk taking in the delivery of their service promoting the Person's choice and control. This will be supported by:

- Ensuring a consistent Staff team is in place to provide continuity and development of trusting relationships;
- Identifying and managing risks whilst understanding that risk is a normal everyday experience;
- Ensuring that people and Staff assess risk dynamically, understanding that decision making can be enhanced through positive collaborations;
- Understanding that risks can be minimised, but not eliminated;
- Taking responsibility in encouraging a no-blame culture whilst not condoning poor practice;
- Working with the Commissioner(s) to understand and meet the changing needs and expectations of the Person(s) support and their family and supporting them to have more control over their health and care;

- Conducted Risk Assessments where there is potential for significant harm, self-neglect, injury or death, in accordance with regulatory requirements;

6.3.2. Any significant risks which the Person wishes to take and which are not identified in the Care and Support Plan shall be identified by the Provider and brought to the attention of the Care Co-ordinator. The overarching intention is to ensure that the Person is able to live an ordinary life, which includes accepting that taking risks is part of an ordinary life.

6.4. **Progression**

6.4.1. The main use of the Progression Model is to help plan how a Person can acquire, re-learn, or maintain, independent living skills. Care and support planning should help the Person achieve the maximum level of independence to which he/she aspires. It is important to match the service response to current need but also to work to reduce them over time, helping the Person gain confidence and skills, potentially reducing long term needs.

6.4.2. Progression assumes that people prefer to be less, rather than more, dependent and that most people are able to learn at their own pace. The model also takes account of people potentially losing skills, for example through progressive conditions such as dementia.

People learn best when it is something that they have chosen to do, something that matters to them that they want to achieve. It is important that the true choices of people are heard and understood when supporting individuals to develop their independent living skills.

6.4.3. At the heart of implementing “Progression” is:

- A culture across the wider system of care and support that emphasises outcomes;
- Process that ensure pro-active work aimed at supporting progression does not get displaced;
- A structure that supports the potential to “Progress” to ensure this is properly understood and support plans are designed to deliver this potential;
- An acceptance of risk associated with supporting people to progress their skills.

6.4.4. Past service responses may have led to a degree of over delivery of support and, on occasion, has increased dependency rather than decreased it. Reversing this may require very skilled and sensitive work with individuals, their families and their Carers.

6.4.5. Use of the model also assumes that it is the aim of the social and health services to listen to and act on individual’s aspirations. The main areas are:

- Strengths-based assessment;
- Specific assessment of the Person's abilities and needs in respect of daily living activities;
- Differentiation of "maintenance" needs (what is required to safely support current functional abilities) and "development" needs, things that help the person acquire the ability to be more independent and thus have lower needs in the future;
- Outcome focused support planning;
- Co-production;
- Positive risk management;
- Outcome based reviews;
- Outcomes measures to provide clarity of what is to be delivered and clarity of expectations

6.5. **Positive Behavioural Support**

6.5.1. Where appropriate Positive Behavioural Support ("PBS") will be adopted to support people with more complex needs and behaviours that challenge to live in their own homes in their communities.

6.5.2. PBS is an ethical, values-led broad framework of evidence-based therapeutic support that is particularly relevant for people with more complex needs who sometimes have behaviours that challenge.

6.5.3. PBS is person-centred, proactive and focuses on improvements in wellbeing as well as early intervention and prevention of challenging behaviour. PBS is a key element in reducing restrictive practices including inappropriate medication.

6.5.4. PBS is in full accord with the Social Services and Wellbeing (Wales) Act 2014, in that it:

- promotes physical and emotional well-being,
- addresses physical and mental health issues,
- emphasises personal and skill development,
- supports and encourages family and personal relationships,
- provides opportunities for social well-being and inclusion,
- promotes human rights, dignity and respect,
- enhances living accommodation and the person-environment fit.

PBS is described in more detail in the National Commissioning Board's overarching guidance for commissioning services for people with a learning disability.

6.5.5. PBS defines a good quality of life as what most people would want on a day to day basis such as a comfortable home, contact with family and friends, engagement in a wide range of activities, running a home, work and leisure, as an accepted and equal member of the community, free from pain, distress and abuse. PBS helps people to do more things for themselves. It includes active support which helps carers to give people more opportunities to learn, practice their skills and abilities and participate more fully in daily life, helping to maintain or develop independence as far as possible, which increases dignity and self-esteem. Active support comprises a set of tools and guidance for carers that includes a technology of positive interaction that provides individualised assistance to maximise participation and skill development. Also included is a detailed, flexible system for planning the Person's activities together with the requisite support. PBS should be an integral part of the Person's individualised care planning.

6.5.6. PBS can improve the quality of the lives of people and those around them. It can also help prevent the breakdown of support arrangements that can result in inappropriate admission to hospital, secure or other institutional residential settings.

6.5.7. Where PBS is utilised, the Provider will:

- Ensure staff receive training appropriate to their role and can gain qualifications in providing high quality support.
- Develop practice leaders who are competent and experienced in providing good quality support, lead by example and regularly coach staff in practice to develop their support skills.
- Effective liaison with the multi-disciplinary team to ensure consistency of approach to support

6.6. **Active Support**

6.6.1. The Active Support model will be available to ensure people are able to engage in meaningful activities, helping them to lead full lives. Active Support will be used alongside other approaches including Person Centred Planning, Progression/Enablement or similar.

Active Support is helping people to be actively, consistently, and meaningfully engaged in their own lives regardless of their support needs.

- Being engaged - doing things, participating, spending time with others, making decisions, making choices.
- Actively engaged - each day, through-out the day whenever there is an opportunity.
- Consistently engaged - with approaches that provide enough structure and predictability that people experience comfort, continuity, and have a better ability to be engaged.
- Meaningfully engaged - in ways that increase competence and opportunity, in ways that help people be and stay connected to others (socially), in ways that

provide enhanced esteem, in ways that are focused on needs, preferences, and goals of the person

6.7. Where Active Support is utilised, the Provider shall promote:

- **Participation** to give the Person the right level of assistance so that he or she can do all the typical daily activities that arise in life.
- **Use of Activity Support Plans** to organise household tasks, personal self-care, hobbies, social arrangements and other activities which individuals need or want to do each day, and to work out the availability of support so that activities can be accomplished successfully.
- **Good record keeping** to maintain a simple record of the opportunities people have each day that enables the quality of what is being arranged to be monitored and improvements to be made on the basis of evidence.
- **Practice leadership** (through the development of Active Support Champions, or similar) to lead by example; coordinate record keeping; provide training and coaching in the principles and practice of Active Support; collate and analyse data to inform outcome deliveries.

7. OUTCOME FOCUSED SERVICE DELIVERY

7.1. The national well-being outcomes (set out in Schedule 6) that people should expect in order to lead fulfilled lives are contained within the well-being statement, which forms the first part of the National Outcomes Framework.

7.2. In line with the Social Services and Wellbeing Act (Wales) 2014 the following overarching well-being outcomes are to be achieved in the delivery of the Service which will be personalised for each Person:

- i. Securing rights and entitlements
- ii. Physical and mental health and emotional well being
- iii. Protection from abuse and neglect
- iv. Education, training and recreation
- v. Domestic, family and personal relationships
- vi. Contribution made to society
- vii. Social and economic well being
- viii. Suitability of living accommodation

7.3. The Service is underpinned by people having control, flexibility and choice in the way that they choose to live. Schedule 1 sets out expectations for service delivery in order to meet the above outcomes.

7.4. The Provider shall have clear information about the outcomes to be achieved and evidence the Service provided in the most effective way.

7.5. In delivering the Service, the Supporting People Outcomes below shall apply as may be reviewed from time to time. Examples of Supporting People Outcome Indicators and Outcome goals are further set out in Schedule 2 and further

guidance is detailed in the Supporting People Practice Guidance which can be accessible from the following link: [Supporting People Practice Guidance 2018](#).

Promoting Personal and Community Safety

- Feeling safe
- Contributing to the safety and well-being of themselves and of others

Promoting Independence and Control

- Managing accommodation
- Managing relationships
- Feeling part of the community

Promoting Economic Progress and Financial Control

- Managing money
- Engaging in education/learning
- Engaged in employment/voluntary work

Promoting Health and Wellbeing

- Physically healthy
- Mentally healthy
- Leading a healthy and active lifestyle

- 7.6. People will be assisted to achieve their outcomes including being able to exercise choice and control over their lives. The assumption underlying service decisions shall be that People are capable of making their own choices about their own lifestyle (unless restricted by any of the provisions of the Mental Capacity Act 2005 or Mental Health Act 2007 and with due regard to relevant health and safety legislation and Adult Protection procedures).
- 7.7. People receiving the Service will be encouraged and supported to achieve own personal aspirations and goals and where possible achieve or work towards the Person's Care and Support Plan.
- 7.8. The Provider and the Commissioner(s) shall ensure that outcomes are realistic and measurable but shall take into account that People will have aspirations that might not be possible to achieve through the Service provided. However the Provider and the Commissioner(s) will ensure that further exploration identifies what matters to the individual in relation to their particular aspiration. These are often outcomes that can be delivered.
- 7.9. The Provider and Commissioner(s) shall make all reasonable effort to work together with the Person receiving the Service and, where applicable, their relative(s) and/or Advocate to agree the outcomes to be achieved.
- 7.10. The Provider's Support Plans shall record the outcomes that are agreed between Provider, the Person (his/her representative) and the Commissioner(s) and these

will be reviewed quarterly and evidenced in line with the provisions of this Service Specification and regulatory requirements.

- 7.11. The Commissioner(s) shall ensure that where outcomes are agreed with the Person during the assessment, that subsequent care and support planning/review processes are shared with the Provider.
- 7.12. Where a Person is eligible and is funded by Housing Related Support, under the Supporting People Programme Grant (SPPG), the Provider shall periodically report outcome related information in accordance with the Supporting People Outcomes Framework and as agreed with Commissioner(s) from time to time.
- 7.13. The Commissioner(s) is looking to build a relationship with the Provider that is based on trust and openness. This will devolve greater responsibility to Providers, enabling them to develop their Service to the benefit of the People they support. All Services will be undertaken in a personalised manner and will be arranged to meet the specific needs of each Person in a way which promotes their wellbeing.
- 7.14. The Commissioner(s) will work in partnership with the Provider to ensure good quality Service is provided with the aim of maximising the use of available resources. There will be an expectation that the Provider will participate in local meetings, including provider forums, and service-specific/practice development workshops as required.

The Commissioner(s) and Provider are making a commitment to:

- Share key objectives;
- Collaborate for mutual benefit;
- Communicate with each other clearly and regularly;
- Be open and honest with each other;
- Share relevant information, expertise and plans;
- Monitor performance;
- Seek continuous improvement by working together to maximise the use of the resources available and by finding better, more efficient ways of working;
- Understand the potential risks involved in Service development;
- Promote the approach at all levels in the organisations (e.g. through training initiatives);

Be flexible enough to reflect changing need, priorities and lessons learnt, and which encourages and promotes full participation of Individuals and, where appropriate, their family, Carers and parent carers in Service planning and delivery.

8. TASKS AND ACTIVITIES

- 8.1. The Service shall focus on improved overall outcomes for individuals supporting the Person to carry out activities for him/herself rather than on the tasks and activities associated with the Person's needs.

- 8.2. The tasks and activities detailed below are an indication of the types of tasks that are typically required of Providers. The list does not preclude imaginative or alternative solutions which might better suit a Person in the pursuit of their desired outcomes. The Provider shall promote an enablement ethos and People shall be supported to meet their needs independently or as independently as possible. Undertaking a task for a Person is often the easier option, however where the Person has the ability to fully or partially undertake a task independently, this must be encouraged and nurtured.

The tasks and activities will vary dependent on individual circumstances and may include but not limited to:

- Assistance with meal preparation
- Personal care
- Assistance with laundry
- Cleaning
- Household management
- Activities in the community
- Development of community network and opportunities
- Accessing wider services when appropriate as any other citizen e.g hair dressers, opticians, podiatry, dentist, education, probation

- 8.3. The way the tasks and activities are to be carried out, will need to be co-produced between Provider, the Person or their representatives, relatives, Staff and Advocates in achieving the outcomes stated in the Care and Support Plan and/or Care/Treatment Plan. In instances where the Provider does not have a direct role to play in achieving identified outcomes, it is expected that they proactively signpost or refer to other Services including services in the community or third sector services.

9. ACCESS TO THE SERVICE

- 9.1. Access to the Service will be determined by the Commissioner(s) following an Assessment of Need in accordance with the Social Services and Wellbeing Act (Wales) 2014. The Commissioner(s) will provide for every Person entering the Service a full and comprehensive assessment of need which will include a person centred Care and Support Plan.

10. THE PERSON'S RIGHTS

- 10.1. The Person receiving the Service shall have the right to:
- be treated fairly and respectfully
 - exercise personal independence and choice
 - have their personal dignity respected
 - have their cultural social religious and emotional needs respected

- have access to all personal information held by the Provider
- participate in formulating their own assessment and support planning
- participate in any reviews or re-assessment of needs
- receive a non-discriminatory service
- receive assistance to maintain and develop personal skills
- have access to a formal complaints procedure
- be involved in any decision-making process as it affects them including the right to refuse reasonably a part of the Service
- to comment on the Service by means of an independent representative if necessary without fear

11. HOUSING RELATED SUPPORT

11.1. Where a Person is assessed by the Commissioner(s) as having the capacity to live independently with housing related needs and eligible to be funded by the Supporting People Programme Grant, the Provider will deliver this support, which may be part of a wider Service. Housing Related Support does not include personal care, preparation of meals, medical care or assistance with medication. It cannot be used to fund domestic assistance services (e.g. laundry, cleaning, ironing).

12. SERVICE HOURS

12.1. Weekly support hours shall be agreed between the Person, the Provider and the Commissioner(s) that enables the Provider to deliver the Service effectively, responding to the changing needs of the Person and his/her progression towards independence where applicable.

12.2. In delivering the Service, the Provider will be able to demonstrate how available resources are utilised creatively in partnership with the Person or the Person's representatives to achieve agreed outcomes. The ongoing requirements of the hours of support will be subject to monitoring and review by the Provider and the Commissioner(s) in accordance with the Person's needs and achievement of outcomes.

12.3. A significant change in the Person's needs may necessitate a need to increase or decrease the hours of Service required by the Provider as agreed at the Review of Service meeting between the Provider and the Commissioner(s). The support hours should be sufficient to provide the Service to the Person when they need it and for as long as they need it.

12.4. The Provider will work flexibly with the Person to support him/her to live an ordinary life and achieve own personal outcomes, therefore the ability to adjust staffing rotas to accommodate to the fluctuating needs and circumstances of the Person and maximising his/her opportunities as far as possible is essential.

- 12.5. It is envisaged that Staff, recruited to provide the specified service hours will undertake support duties that enable the Person to access activities at home or in the community.
- 12.6. Where the Person is supported by another Provider e.g. Day Service/Opportunity or Workplace, the Provider must ensure that there is sufficient flexibility within the staffing arrangements to accommodate those situation where for whatever reason the Person is not able to access the service (e.g. external day service), including sickness attendance at appointments and planned or unplanned closures to day services or choice to stay at home.
- 12.7. In the event that Person attends day opportunities independently without staff support, the Provider shall agree with the Commissioner(s) whether or not there is an eligible need for additional support to take account of eventualities when day opportunities are not available e.g. bank holidays.

13. SERVICE CONDITIONS

13.1. Information given to the Provider

- 13.2. The Provider will be given such information as required to perform the Service. This information shall be given with the Person's consent, but where this is not possible, the Significant Carer/Representative shall give permission. The information must be regarded as strictly confidential.
- 13.3. Wherever possible, information shall be shared with the Person's consent. Where the Person lacks the capacity to consent in relation to the decision in question, a decision will be made by the Commissioner(s) involving the Person's representative (if any) and in accordance with the principles of the Mental Capacity Act 2005.
- 13.4. The Commissioner(s) shall provide all relevant information to the Provider that is necessary for the Provider to carry out the Service as identified in the care plan including:
- i. List of all equipment required to carry out the Service i.e. hoist, stair- lift or other equipment as identified by the specialist Staff i.e. Occupational Therapist, Speech and Language Therapist, Physiotherapists;
 - If the equipment is available at the Service location
 - If the equipment is in a workable condition
 - the name and contact number of the contractor responsible for servicing the equipment, including method for cleaning equipment
 - ii. Manual handling plans detailing level of staffing and equipment required for any moving & positioning – such as use of hoists, wheelchairs, stand-aids, toilet seat risers etc;

- iii. Details of other services provided to the Person and names of Providers as applicable;
- iv. Any risks to staff, related to family members and / or visitors to the home and / or animals pets at the Person's home;
- v. Information about other family members that live at the property;
- vi. Pets at the Person's home;
- vii. Any hazards and other information relating to the Person's home environment, well-being and behaviour that have been addressed within the Care and Support Plan;
- viii. any known factors which may result in disruptive or challenging behaviours or any other factors which may otherwise impact on the Provider's ability to provide the service;
- ix. Details of telecare equipment provided;

14. Person centred planning and delivery

- 14.1. Each Person's personal outcomes will be unique to them dependent on their circumstances therefore the Person's Care and Support Plan may not include all of the National Wellbeing Outcomes detailed in this Service Specification (Schedule 6).
- 14.2. The delivery of personal outcomes will be defined within the Person's Care and Support Plan and may be short-term or long term, dependent on the Person's circumstances.
- 14.3. The Provider shall operate a person centred approach to support planning with the involvement of the Person receiving the Service and/or his/her representative(s). The Service will be flexible and designed in a way that meets the Person's outcomes, needs and preferences.
- 14.4. The Provider shall ensure that:
 - i. All Staff have the knowledge and skills required for person centred thinking and approaches;
 - ii. An enablement and progression approach to service delivery is adopted within the Team;
 - iii. Each Person has a brief summary of what is important to / for them, what people like and admire about them and ideally containing a picture of them (for example a one page profile);
 - iv. The Provider Staff know how to help the Person to have choice and control;

- v. Provider staff contribute to the Person Centred Planning reviews where requested to do so
 - vi. A person centred culture is created within a team
 - vii. Action planning tools and resources are utilised in team meetings and review meetings;
 - viii. Policies and procedures are in place that support person-centred processes and materials that focus on enablement, progression and social inclusion;
- 14.5. As part of the support planning process, the Person receiving the Service shall have access to the Provider's Statement of Purpose which will at least include (but not limited to) the following information:
- i. The ethos of the Service and aims and objectives of the Provider;
 - ii. Contact details for the Provider including arrangements for out of hours service;
 - iii. Provider's complaints procedures;
 - iv. Routine access available to the Person, Carers, friends, family providing an opportunity to feedback in a variety of means and which is reported by the Provider to Commissioner(s) at agreed intervals e.g. six monthly;
 - v. Statement of concerning the Person's confidentiality;
 - vi. Access to advocacy services;
 - vii. The Person's rights and responsibilities;

15. The Provider's Support Plan

- 15.1. The Commissioner(s) expect that the Provider's Support Plan will focus on enablement, prevention and delivery of outcome that matter the most to the Person.
- 15.2. The Provider shall consider voluntary services in the community that may enhance or support the achievement of personal outcomes. The Provider shall use suitable resources and contacts in order to provide the necessary advice, information and signpost to a range of services available within the local area.
- 15.3. In drawing up the Provider's Support Plan, the Provider shall ensure that the Person and his/ her preferences remain at the centre of all decisions relating to his/her Service.
- 15.4. The Provider's Support Plan co-produced with the Person, shall identify how the Service will be provided and in a format which is meaningful to the Person. The amount of support agreed will be appropriate for the Person to achieve his/her outcomes with regular progress reviews.
- 15.5. The Provider's Support Plan will refer to means of empowering, facilitating choice, regaining or acquiring skills and/or maintaining existing skills. It shall clearly define the Service to be provided, showing how the Service will be delivered to meet the assessed need, promote independence and support the Person to live a fulfilled life, making the most of his/her capacity and potential.

- 15.6. The Provider will ensure that the Service provided is compatible with the Person's Care and Support and/or Care and Treatment Plan produced by the Commissioner(s), utilising the service hours that have been agreed. The Provider's staff will be fully conversant with the contents of the Person's Support Plan and that essential information is highlighted.
- 15.7. The Provider will have in place a means of recording action taken to meet objectives and outcomes and Staff will record the acquisition of new skills and the achievement of goals by the Person.
- 15.8. The Provider's Support Plan will be available in a language and format chosen by the Person that the Person can understand.
- 15.9. The Provider's Support Plan will be stored in the Person's own home and copy will also be submitted to the Social Worker upon request. In accordance with the RISCA requirements, the Provider's Support Plan shall be kept up to date through three monthly reviews.

16. The Landlord

- 16.1. The Service provided under this Service Specification is separate from housing arrangements. Where the Person's home is a tenancy, the Landlord and the Provider shall not be the same entity.
- 16.2. The Person living in his/her own home with tenancy/licence will have the same basic tenancy rights as all tenants should, and these are that:-
- A tenancy or licence agreement is in place
 - The Person has control over where they live
 - The Person has control over who they live with
 - The Person has control over who supports them and how they are supported
 - The Person has control over what happens in their home
- 16.3. Staff must always be aware that they are working in the Person's home and are respectful of their rights, choices and control over their home.
- 16.4. The Person's home shall be referred to and known as their home, and not as 'the scheme' or 'the unit'. It is therefore essential that the language used in Staff training and induction should reflect that the Person's home is not the Service. The Service is the Care and Support and/or the Care and Treatment provided in the Person's home.
- 16.5. The Person's home, or even part of it, is not an office of the Provider and should not be appropriated for such purpose. Unnecessary paperwork and equipment

owned by the Provider must be placed in the Provider's premises and not in the Person's home.

- 16.6. The Provider must ensure that where a tenancy is shared the Person's private space is respected.
- 16.7. The Provider shall utilise tools e.g. the Real Tenancy Test that complement the Provider's existing quality assurance systems in place to enhance good practice and indicate how improvements can be made for the Person.

17. Staff scheduled visits

- 17.1. The provision of the Service, when and how the Service shall be provided to meet the Person's required outcomes shall be agreed prior to the commencement of the Service. It is anticipated that this will remain under review as the relationship between the Person, his/her Carers/ family/neighbours and the Provider develops and in response to ongoing review of what matters to the Person receiving the Service and as outcomes are achieved. The Provider should ensure that there is effective communication with the Person being supported and their Carers / family regarding planned visits.
- 17.2. Staff visits shall be planned as required to promote the Person's independence moving away from traditional ('time and task') forms of service delivery. The Provider shall have policy / information in place regarding how it remedies significantly late or missed calls/ visits.
- 17.3. The Service shall be delivered in an efficient and outcome focussed manner, ensuring that Staff arrive times within time bands agreed and provide continuity of care and support. In the event that a Staff member is significantly early / delayed, it is the responsibility of the Provider to notify the Person of the expected changes by a telephone call where possible and agree an alternative time of service delivery.
- 17.4. The ongoing requirements of the hours of support will be subject to monitoring and review by the Commissioner(s) in accordance with the Person's needs and the outcomes that are expected to be achieved. The frequency of calls/visits may vary from time to time dependent on the needs of the Person.
- 17.5. Occasionally the Person may cancel visits with the Provider. The Provider shall ensure that procedures are in place within their organisation for notifying and recording cancellation of such calls/visits.
- 17.6. The Commissioner(s) may promote the use of an electronic care monitoring system. It is good practice to implement and utilise electronic care monitoring and ensure service contingency plans are in place in the event emergencies particularly if Staff are unable to arrive on shift to carry out the service. The Provider may utilise the Electronic Care Monitoring System for verification of the accuracy of timings through electronic data entry at the time of starting and

finishing the Service by Staff. Where this is intended there will be full consultation and agreement with the Provider. Any Provider wishing to implement their own electronic call monitoring system should discuss their intention with the Commissioner(s) and provide assurance that such a system shall enable Staff to focus on quality of service delivery.

18. Keeping People Informed

18.1. The Provider will provide an information pack for the people they support that will as a minimum include basic information as the Service commences. The information pack will be in an accessible format e.g. large print, appropriate language, photographs, audio tape, Braille, Easy Read, video etc and will be made available to individuals and their Staff. It will include:

- Statement of purpose: aims of the Service, philosophy of care and support, who the Service is for, including the range and level of care and support Services provided, cultural and social needs catered for.
- Contact details for the Provider including telephone numbers of relevant managers (including out of hours and emergency contact numbers)
- the services provided by the Provider
- A statement regarding the consequences of unacceptable behaviour
- The procedures/contingency arrangements in place in the event of emergency
- Safeguarding information, including procedures followed
- The process of quality assurance
- Information regarding where a copy of the most recent CIW and/or other relevant inspection reports or information can be obtained
- Details of payment options where they pay all, or part, of their care direct to the Provider
- Complaints procedure
- Details of how to access advocacy services

19. Delivering Positive Behaviour Support

19.1. People receiving the service may have support needs that fluctuate or change over time. This may include periods where they engage in behaviours that are challenging for services to work with. Providers must be aware of and be able to utilise best practice in supporting people who have these complex needs, including specifically PBS.

19.2. Good understanding of appropriate tools and strategies are required to promote appropriate behaviour and prevent/ manage challenging behaviour. Schedule 5

sets out the principles of Positive Behaviour Support required to be utilised as part of the Service.

- 19.3. The North Wales 'Promoting Appropriate Behaviour Policy is a positive step to creating a safer working environment for employees where appropriate behaviour from people receiving services is promoted and raises awareness of what is inappropriate behaviour and how any incidents would need to be managed.
- 19.4. In the event that the Person receiving the Service presents behaviour which challenges, the Provider shall work as part of the Multi-Disciplinary Team (MDT) and guided by the Social Worker / health professional use appropriate models of support e.g. Positive Behavioral Support and/or Active Support. If the Provider is suitably accredited and has the necessary competencies to use appropriate models and strategies, the Provider shall deliver the Service accordingly working as part of an MDT.
- 19.5. Where the Person presents behaviour that challenges, it is essential that the Provider working with the MDT undertakes a Multi Disciplinary risk assessment. The risk assessment will evaluate any potential for harm to the Person, the public, the Staff and identify risk reduction measures. The risk assessment will be regularly reviewed and updated.
- 19.6. Devising behavior support plans is the role of the MDT which includes the Provider unless the Provider is suitably accredited and has the necessary competencies to deliver this part of the Service without a need for MDT. All incidences of challenging behaviour should be recorded in the given recording methods (e.g. ABC charts) to allow for periodic service review (potential triggers, description of the behaviour itself, who was involved and what happened in response to the behaviour) in addition, where appropriate, to standard accident & incident records where there is any injury, property damage etc Records should be shared with the Multidisciplinary Team
- 19.7. All Staff supporting people with complex and/or challenging behaviour (including people with mental health issues / dementia) should be appropriately trained and skilled for example understanding Positive Behaviour Support, and/or Active Support and using positive behaviour management techniques where required.. Debriefing will be available for the Person and any staff following incidents.

20. Assistive technology, equipment and materials

- 20.1. The Provider shall be proactive in working with the Commissioner(s) to identify opportunities to increase independence through the introduction of technology.
- 20.2. The Provider shall respond to personal alarms and sensors where installed as part of a specialist Assistive Technology package e.g. bed sensors, falls monitor etc.

- 20.3. The Provider shall ensure that Staff have awareness and comply with the requirements of Telecare Equipment Passport document (specimen copy set out in Schedule 4) and that this document is completed, stored at the Person's home and is regularly reviewed.
- 20.4. The Provider shall have a level of understanding and competency in the use technology and equipment including specialist equipment and technology e.g. hoists, slings, pressure relieving mattresses, iPad, mini pads etc and Staff will be expected to be competent in its use where this is required as part of their service delivery. The Provider's use technology will take account of compliance with data protection with basic antivirus / firewall protection.
- 20.5. Staff shall operate the equipment that is indicated for such use in the Person's Support Plan. Where the Person, or his/her representative, expressly refuses to use the equipment or the equipment is not available in the Person's premises, the Commissioner(s) shall be informed.
- 20.6. The Provider shall assist in maintaining in a safe, serviceable and clean condition and replacing as necessary all equipment as necessary used by the Person.
- 20.7. At the end of the Service or upon earlier termination a Contract as appropriate, the Provider shall leave the service setting and all materials and equipment belonging to the Commissioner(s) and the Person in a secure, safe, serviceable and clean condition.
- 20.8. Insofar as the services include the cleaning of equipment, it shall be the duty of the Provider to clean such equipment as may be necessary to a state which conforms to the required standards.

21. **Health and Safety**

- 21.1. Further to the terms and conditions of the Contract, the Provider shall:
- 21.2. Provide the Social Worker or any relevant appointed Officer of the Social Services Department with copies of any incident forms within two working days of the incident occurring.
- 21.3. Ensure that all employees are competent to carry out the tasks required of them, providing training and information to Staff where necessary in accordance with this Service Specification and in particular ensuring that:
- i. Staff have undertaken as a minimum the All Wales Manual Handling Passport (2 day) training where they are required to provide manual handling as part of the Service and complete appropriate training modules in accordance with any specific / Personal manual handling plans.
 - ii. Prior to administering medication, Staff have undertaken the medication training provided by BCUHB, which follows the administration of medication policy agreed between the Commissioner(s) and BCUHB. Medication can be

self administered and prompted by Staff or fully administered by Staff with appropriate training to supporting self, prompted or administered medication.

- iii. Staff are trained in responding effectively to incidences of inappropriate behaviour, violence and/or aggression.
- iv. Staff are trained in supporting people who engage in behaviours that are challenging to support and complete appropriate recording to enable analysis of incidents.
- v. A fire safety risk assessment is in place and Staff follow a fire plan which details checks and procedures to be carried out.
- vi. The Provider will ensure that each Person has a Personal Evacuation Plan agreed with the Commissioner(s), including where required fire evacuation equipment e.g. evc chair and reviewed at regular intervals.
- vii. Systems are in place to ensure the safety of the premises and equipment in it, through a regular programmed checks and maintenance.

- 21.4. Staff who are unwell, and/or have infectious illnesses such as influenza, should not work with the Person until symptoms have passed. It is the responsibility of the Provider to provide alternative cover. The Provider shall have in place a Business Continuity Plan which will be communicated to Staff. Staff will be facilitated to support personal infection control measures offered such as influenza vaccination.

22. Risk Assessment Management

- 22.1. The Provider shall in compliance with the Management of Health and Safety at Work Regulations, assess the risks to Staff and make arrangement for their health and safety by effective planning, organisation, monitoring and review arrangements.
- 22.2. The Provider shall operate a risk assessment system which ensures all risks presented within the Service are clearly documented, evaluated and managed. The Risk Assessments will be regularly updated and checked for accuracy and relevance. Copies of the Risk Assessments will be provided to the Commissioner(s).
- 22.3. The Provider will be responsible for the completion of the risk assessment supported by the Multidisciplinary Team.
- 22.4. The Provider will liaise with the Housing Association relating to health and safety and risk management issues, which are pertinent to the safe operation of the Scheme.

23. Deprivation of Liberty Safeguards

- 23.1. In accordance with the Mental Capacity Act 2005, the Commissioner(s) and the Provider will always assume that the Person has capacity to make day to day decisions unless there is a mental capacity assessment that records clear evidence to the contrary. The Provider and Commissioner(s) shall acknowledge that mental capacity is decision and time specific.
- 23.2. The Commissioner(s) and Provider shall act in accordance with the Mental Capacity Act 2005 including Deprivation of Liberty Safeguards.
- 23.3. The Provider must inform the Commissioner if there appears to be significant changes or ongoing concerns about a Person's mental capacity.
- 23.4. The Commissioner(s) shall ensure that there is a current authorisation from the Court of Protection in place in respect of a Person in circumstances where, without the authorisation, the Person would be suffering a deprivation of his/her liberty.
- 23.5. The Provider shall notify the Commissioner(s) immediately where there are any changes in the Person's circumstances and the delivery of the Service which may result in the Person being deprived of his/her liberty.

24. Medication

- 24.1. The Provider shall observe the Commissioner(s)' medication policy "BCUHB Pharmacy and Medicines Management Standard Operating Procedure (SOP) for medicines management in domiciliary settings in North Wales" <http://www.wales.nhs.uk/sitesplus/861/page/93220>.
- 24.2. The Provider shall work in partnership with the Commissioner(s) to implement the policy and procedures, ensuring that Staff are fully trained and competent in regards to any medicines management activities specified in the Care and Support Plan. The Provider's Support Plan must clearly record any issues in relation to medication such as allergies. Clear policies shall be in place for the record keeping of the administration of medication which shall be followed by Staff.
- 24.3. The Provider shall comply with the requirements of the contract terms and condition with regards to undertaking any health related activities as agreed between the Commissioner(s) and the Provider in accordance with the All Wales Guidelines for Delegation.

25. Manual Handling

- 25.1. All Staff where the Care and Support Plan identifies a moving and handling need, shall have completed the "All Wales Moving and Handling Passport" or equivalent standard training prior to delivering the Service. The Provider shall ensure that specific Passport modules are completed to ensure competence with safe use of equipment detailed within Person manual handling plan/s and that refresher

training is provided to relevant Staff on an annual basis after completion of the initial training.

- 25.2. If there are any specialist Manual Handling procedures (advised by specialist social services or NHS Staff – manual handling assessors etc.), these will comply with social services or BCUHB guidance in relation to Manual Handling (i.e. for specialist equipment, bed bound, challenging behaviour and restraint). This guidance should be provided by the Social Services Department or BCUHB when the Service is commissioned and additional training organised as required. Where the Service can be carried out with equipment, this will be considered as part of the care planning e.g. supporting mobilisation with the use of equipment and one Staff member rather than two members of Staff.

26. Monetary Affairs

- 26.1. The Provider shall have policies and procedures in place to safeguard Staff who have access to the Person's money to include written protocols for Staff dealing with the handling of the Person's money and the receipt of gifts from the Person. These policies, procedures and protocols must be communicated to all Staff members and the Person and will be available to the Commissioner(s) as part of the monitoring of the service.
- 26.2. The Provider shall request a Review of Service meeting if the Person appears to be or is becoming incapable of managing his/her financial affairs in order that an appropriate Mental Capacity Assessment can be completed and appropriate action taken to safeguard the individual's financial support on-going.
- 26.3. Staff shall not manage any money belonging to the Person unless this has been identified in the Care and Support Plan. In these circumstances the Staff shall make a separate financial record for each Person and provide a form of receipt for the Person. The record should be located in the Person's own home and receipts should be provided. Receipts and any remaining monies should be reconciled in writing and, where appropriate, be countersigned by the Person or the Significant Carer/Representative.
- 26.4. Staff shall not keep in their possession the Person's pension credit/debit cards, store cards, loyalty cards, savings accounts pass books or other benefit cards or any other means of accessing the Person's monies other than when the collection of the Person's pension/benefits/savings has been identified as an appropriate activity by the parties. Staff shall only have the pension card when actually engaged in collecting the pension. Staff must return the card to the Person or to the Person identified in the Care and Support Plan with responsibility for the Person's monetary affairs.
- 26.5. The Provider or its Staff shall not act as witnesses or appointee to the Person's Will and shall not become an executor of a Person's Will.
- 26.6. The Provider will ensure that records of the Person's funds and any shared funds in respect of utilities, food, etc. are maintained in full and have in place a robust quality assurance methodology to audit. The Provider will make these records

and the records of their processes available to Commissioner(s) upon request. The Provider will have policies and procedures in place for Staff on the safe handling of money and property belonging to the Person, which covers:

- Recording the amount and purpose of all financial transactions undertaken on behalf of the Person. Records must be signed and dated by the Care Worker and the Person or their family/ advocate.
- Collection of pensions or benefits
- Safeguarding the property of the person whilst undertaking care and support tasks.
- Reporting the loss of or damage to property whilst providing care and support.

26.7. The Provider's Safeguarding policies and procedures shall make it clear that Staff shall not:

- Use credit or debit cards belonging to the Person, or have knowledge of the Person's PIN number.
- Accept gifts or cash (beyond a very minimal value)
- Use loyalty cards except those belonging to the Person
- Undertake personal activities during time allocated to provide care and support to the Person
- Make personal use of the Person's property
- Involve the Person in gambling syndicates (e.g. national lottery)
- Borrow from or lend money to Persons
- Sell or dispose of goods belonging to the Person and their family
- Sell goods or Services to the Person and/or buy goods or Services from the Person
- Incur a liability on behalf of the Person
- Take responsibility for looking after any valuables on behalf of the Person
- Allow any unauthorised person (including children) or pets to accompany them when visiting the Person without their permission and the Care Co-ordinator's approval
- Make or receive telephone calls that are personal or are regarding other people. The time allocated to the must be used to care and support the Person.
- Staff personal mobiles, for purposes not related to the direct care and support of the Person being supported, and during time that is allocated to the care and support of the Person, must not be used.

The Provider must have policies and procedures in place for Staff concerning the investigation of allegations of financial irregularities and the involvement of Police, Social Care including the Safeguarding Team and other professional bodies.

- 26.8. Where there is a joint tenancy/licence and household costs are shared, cost calculations of expenditure shall be made available.
- 26.9. The Commissioner(s) will oversee initial claims for Housing Benefit Management Support, the calculation of customer contribution and any other entitlements or funding from Supporting People which any Person who is eligible may from time to time become entitled to.
- 26.10. The Provider shall work with the Commissioner(s) to maximise the Person's benefit entitlements.
- 26.11. Where the Provider considers that an appointee could be needed for a Service User, but no appointee is currently in place, the Provider will notify the Commissioner(s) so that the Commissioner(s) may make appropriate arrangements through an appointeeship service. Where the Provider is currently the appointee for the Person, the Provider must notify the Commissioner(s) of such arrangement, and the Commissioner(s) may review the appropriateness of the appointment.
- 26.12. When the Person goes on holiday he/she shall will be expected to pay own costs from his/her own funds. This applies to board and lodging costs as well as travel and activity costs. Unless explicitly agreed, the Commissioner(s) will not pay any additional costs for staff time or board and lodging costs for the holiday. Additional staff costs may be funded by the Person's additional contribution.
- 26.13. The Provider will not expect the Person to pay Staff expenses in carrying their duties including purchasing of meals, drinks and other expenses. The Person is expected to cover mileage costs using Staff vehicles and pay towards meals or drinks when the Person has made that decision.

27. End of Life

- 27.1. The Provider shall acknowledge and inform the Commissioner(s) if the Person's need change and engage in multidisciplinary discussions between health and social care professionals surrounding the end of life needs of a Person.
- 27.2. The Provider shall ensure there is a regularly updated policy and procedure for supporting people at the end of life, including End of Life Pathways and Do Not Attempt Resuscitation agreements.
- 27.3. The Provider should be mindful that any surviving partner or co-tenant may require additional support following the death of the Person. Any ongoing needs in such circumstances will be referred to the Commissioner(s) to ensure an appropriate assessment of need is carried out. The Provider will have awareness of support

services in the local area and signpost the Person to access services in the local community.

- 27.4. The Provider will have a supporting mechanism in place to provide counselling to their own Staff where required.

28. Transport

- 28.1. Where a Care and Support Plan requires transport to be provided, the Provider shall ensure that any transport provided is:

- i) appropriate to the Person's needs and in line with their outcomes;
- ii) operated by an Person holding a valid driving licence relating to the type of Service being provided;
- iii) has in force and maintains appropriate current motor vehicle insurance which is adequate for the type of use being made;
- iv) has personal seat belts or wheelchair restraints which conform to the relevant British Standard or European equivalent which are used by the driver and passenger/s at all times;
- v) maintained in a roadworthy condition and complies with all current Road Traffic Act requirements;
- vi) driven in a safe and considerate manner by a driver who is not under the influence of any drug, medication or alcohol which may affect his ability to drive;

29. Records

- 29.1. The Person's rights and best interests will be safeguarded by the Provider's record keeping policies and procedures in compliance with GDPR.

- 29.2. It is the Provider's responsibility to ensure that all records relating to the Person are up to date, recorded accurately, respectfully and stored safely. These are the property of the Person and shall not be removed from his/her home. The records will be available for inspection by the Social Worker/ Named Designated Officer.

- 29.3. The Provider shall maintain clearly legible, factual and accurate records of service delivery through electronic care monitoring or timesheets as a record of actual times of service delivery by Staff which will be recorded through electronic means or duly signed by the Person (or where agreed, the Person's representative). Any such timesheets shall provide a verification of the Service provided and will be made available to the Commissioner(s) upon request without any delay.

30. Communication systems, diaries and health records

- 30.1. Where applicable, a travelling communication system will be applicable where another Provider may be involved, i.e. day care and the Person's ability to communicate his/her wishes are compromised.

- 30.2. Assessments, care plans and health related records prepared by BCUHB or as part of an MDT Team shall be followed appropriately and stored securely within the Person's. Records must be made available to the allocated Community Nurse/Speech and Language Therapist or other professional on request and his/her advice followed. Where the Person requires assistance with medication in accordance with the Care and Support Plan requirements, the Provider shall follow the procedures for recording in accordance with the medication policy.
- 30.3. In the event that the Provider requires additional training to perform the service relating to any complex health needs of the Person, the Provider shall receive the relevant training from the Health Board or equivalent training from an accredited Provider and maintain a record of all training undertaken in respect of each Staff, including a date of refresher training to be undertaken and competency of Staff signed off by the BCUHB and/or alternative accredited Provider prior to the service being provided.
- 30.4. It is an essential requirement of this Contract that the Provider monitors and records the Person's specific health needs and / or, challenging behaviours in accordance with methods advised by the MDT. Failure to maintain such records will be a failure to achieve the required Contract standard.
- 30.5. A person centred appointment diary will be kept dependent on the Person's communication needs. This may be a paper diary, iPad, calendar, using pictures, photographs etc. The Person will be enabled to be an active participant in the recordings of this diary.

31. Notifiable Events

- 31.1. The Provider shall inform the Commissioner(s) immediately or the next working day if a notifiable event occurs. Notifiable events include:
- i) A formal complaint made by the Person, Staff or other person;
 - ii) A safeguarding concern occurs or is alleged;
 - iii) A serious accident to the Person, for example a fall;
 - iv) A significant change in the Person's mental or physical condition;
 - v) Admission to hospital
 - vi) Person's absence from the Service Location
 - vii) Other incident as detailed in the Regulation 26 of the Domiciliary Care (Wales) Regulations 2004, the Regulation and Inspection Social Care (Wales) Bill as amended from time to time
 - viii) Death
 - ix) Regular or persistent refusal to accept the Service
 - x) Other changes in the Service resulting from a change in circumstances or emergency

The Provider shall also ensure that where consent is recorded that the Person's family or representative is informed of any significant event.

32. Review of Service Meeting

- 32.1. In accordance with the Contract terms, a change in the Person's needs may necessitate an increase or decrease of the Service required by the Provider.
- 32.2. The Provider shall ensure that staffing levels allow for some flexibility to accommodate minor changes and fluctuations in need. Longer term or more substantial changes in needs should be notified to the Commissioner(s) who will request a review is undertaken at the earliest opportunity.
- 32.3. The Provider will work flexibly with the Person to support him/her to live an ordinary life and achieve their outcomes, therefore the ability to adjust staffing rotas to accommodate to the fluctuating needs and circumstances of the Person and maximising his/her opportunities as far as possible is essential. From time to time the Provider may require adjusting the staffing rotas to accommodate to the Person's needs and circumstances, maximising their opportunities as far as possible.
- 32.4. It is envisaged that Staff recruited to provide the specified service hours will undertake as part of their working day hours, support duties that enable the Person to access activities as required.
- 32.5. Where the Person is supported by another Provider e.g. Day Service/Opportunity or Workplace, the Provider must ensure that there is sufficient flexibility within the staffing arrangements to accommodate those situation where for whatever reason the Person is not able to access the service (e.g. external day service), including sickness attendance at appointments and planned or unplanned closures to day services or choice to stay at home.
- 32.5.1. In the event that the Person attends day opportunities independently without Staff support, the Provider shall agree with the Commissioner(s) whether or not there is an eligible need for services when day opportunities are not available e.g. bank holidays.

33. Registration with the Financial Conduct Authority

- 33.1. The parties acknowledge that the Person shall utilise support services in their community as and when required, however in the event that an agreement is reached and the Provider is required to provide independent budgeting and debt counselling services as detailed in the Person's Care and Support Plan, the Provider must register with the Financial Conduct Authority in order to ensure that the Service is provided within the legal parameters for the provision of financial information and support.
- 33.2. In accordance with the terms of the Contract, the Provider shall indemnify the Commissioner(s) against any and all claims that may be made in relation to the provision of financial advice to the Person as part of their Care and Support Plan.

- 33.3. The Provider shall maintain adequate records regarding the provision of financial advice as the Commissioner(s) may reasonable require for reviewing and performance monitoring purposes (performance indicators and outcome monitoring data) to enable the Commissioner(s) to submit to the Welsh Government any information or data required. In specifying the information to be compiled and maintained for this purpose, the Commissioner(s) will have regard to any directions or guidance which the Welsh Assembly Government may issue relating to the form and extent of such information.

34. Workforce

- 34.1. A sufficient number of suitably trained, competent and experienced Staff will be in place to deliver the Service effectively.
- 34.2. In addition to the terms of the Contract, the Provider shall ensure the Staff receive training which reflects the needs of the People they support and which is to be reviewed and updated at least annually. The training requirements are detailed in Schedule 3 to this Service Specification which will be tailored to the Person's service as required.
- 34.3. Out of hours contact will be available for Staff to provide advice, information and support by a suitably qualified and experienced supervisor/ manager who is appropriately equipped to address any issues that may arise.

35. QUALITY ASSURANCE

- 35.1. The Provider shall have a Quality Assurance System in place to monitor and evaluate the standards and quality of services provided which will involve the Person and partner agencies as appropriate.
- 35.2. The Provider's quality assurance system will take account of (but not be limited to) CIW and Commissioners' Quality Monitoring requirements and:
- Feedback from the Person receiving the Service (audited annually) including evaluation of complaints and compliments received
 - Views of family, friends and other stakeholders sought
 - Reviews of the Person's Support Plan
 - Measurement of outcomes achieved
 - Care and Social Services Inspectorate reports / notices
 - Contract Monitoring reports / action plans
 - Periodic review of policies, procedures and practices
 - Evaluation of the skills, competency and conduct of Staff
 - Learning from any accidents / incidents or near misses
36. 1 The Provider shall have established monitoring mechanism applicable in respect of the monitoring of the Person's Support Plan which will be three monthly in

accordance with the RISCA requirements and as agreed with the Commissioner(s) from time to time.

37. MONITORING AND REVIEW

37.1.

The Purchaser's monitoring arrangements regarding the quality of the Service under this Service Specification will be in accordance with the following methods:

- Bi/Annual Provider Review meetings as agreed between the Commissioner(s) and the Provider
- Planned or unplanned monitoring visits undertaken by the Commissioner's Monitoring Officers
- Quality management activities and continuous improvement in accordance with the Commissioner's Service Outcomes Measurement Framework agreed with the Provider during the term of the Contract and the Framework Agreement
- Annual statutory review meetings in respect of the Person undertaken by Social Workers/Health Professionals where applicable
- Feedback from stakeholders on the quality of the service for example through quality monitoring questionnaires, sampling etc.
- An examination of written records, reports, logs and other written materials by Staff on the standards of service(s) being supplied.
- Staff rotas, timesheets, training records, accident and incident logs and other relevant record and other documents held or compiled by the Provider in relation to the provision of the Service, except where it conflicts with any over-riding duty of confidentiality
- Examination of the Provider's policies and procedures.
- Monitoring to consider service delivery against the tender submission (in the event of a tender process being undertaken)
- Examination of compliment and complaints received by the Provider.
- Inspection reports undertaken by the Care and Social Services Inspectorate for Wales including details of compliance and enforcement notifications
- Observation of the service delivery
- Supporting People outcome monitoring
- Informal Carer assessment (where applicable)

SERVICE DELIVERY EXPECTATIONS

Below are examples of service delivery requirements expected from the Provider in providing the Service under the Service Specification which will be tailored to the Person's care and support requirements.

1. Promoting independence

1.1. Support Plans are co-produced with the people, focussed on what matters to them and what they want to achieve

1.2. The Person is supported to learn activities of daily living (for e.g. domestic housekeeping tasks, cleaning, shopping, meal preparation etc.) and encouraged to undertake these tasks independently of staff in so far as able to.

1.3. The Person will be consistently supported to maintain existing skills.

1.4. The Provider shall have systems in place to record learning progress and monitor the Person's progress towards his/her personal outcomes.

1.5. There are tools/ methods in place (for e.g. TSI - Training in Systematic Instruction, Active Support, provider's in-house tools etc) that enable staff to teach the Person to learn to carry out activities of daily living as independently as possible.

1.6. Innovative and creative ways are sought to develop the Person's skills as far as possible to ensure that independence is encouraged at all times and opportunities to exercise choice are maximised in all areas of the Person's life.

1.7. The Provider's service is underpinned by person-centred practices and tailored to individual needs, outcomes and aspirations.

1.8. Staff work in an enabling way that allows the Person to increase or maintain the level of their independence and progress towards reduction in care and support where appropriate. Procedures, systems and suitable training will be in place by the Provider to ensure a progression approach is adopted within the staff team and that the Provider does not operate a restrictive culture or regime that would compromise a person's independence.

1.9. Policy, procedures and practice demonstrate how the Provider supports the Person to be autonomous and independent with proper safeguards in place. Tasks are completed with the Person as far as possible.

1.10. Staff are reliable and dependable, have practical skills, respond flexibly to the needs and preferences of the Person and demonstrate an understanding of varying needs. Procedures are in place to enable staff to report to the Person any proposed changes in service delivery and also to inform them of other services available such as the independent advocacy service or community services in the area.

2. Exercising choice and control

2.1. The Service will be based on supporting people in such a way that focuses on what matters to them, where they want to be or what they want to achieve; how they're going to do that; what they need to do; what others can help them with; and what help they need from services.

2.2. The Person's views and wishes are taken into account, and where a Person lacks, or may lack, mental capacity, decisions taken regarding his or her daily living are fully and appropriately documented.

2.3. Services are co-produced with the Person to meet identified needs and provided consistently with other services e.g. day services. Activities are promoted with whatever assistance is required to meet the Person's goals, outcomes, aspirations and personal responsibilities.

2.4. Feedback is accessible and sought from the Person and family through a variety of means with regards to the quality of service provided and their views are actively recorded and acted upon.

2.5. People are listened to when complaining or complimenting the service or suggesting improvements to the way the Service is provided. Records will be maintained by the Provider to ensure the views of the Person have been taken into account.

2.6. The Provider will be expected to review the Person's Support Plan every 3 months and to involve all relevant individuals in the process.

2.7. The Provider will participate in the Annual Care & Support Statutory Reviews and work with the Social Worker/Care Co-ordinator to facilitate reviews in a person centred way. The Provider shall evidence progress towards the Person's outcomes have been achieved.

2.8. Whenever appropriate, the Person will be supported to access independent advocacy to ensure personal views are represented.

2.9. The Person is encouraged and involved in the service planning, delivery and review processes at all times.

2.10. Person centered records inclusive of the Person's views and choices will be maintained within the Provider's service planning and review processes.

2.11. The Person will be supported to make a will if required.

2.12. The Provider shall give consideration to the change of life circumstances of the People they support in their life journey. As appropriate and in liaison with the Commissioner(s) and family or representative the Person will be supported to make end of life wishes known as part of the end of life planning process.

3. Health and well being

3.1. The Provider will ensure that staff are able to support individuals to maintain or develop healthy lifestyles. Staff should be able to support the person to cook healthy meals and to follow a lifestyle that includes regular exercise.

3.2. In the case of a Person with learning disability, the Provider shall ensure that the Person is supported to make an appointment for their Annual Health Check with the GP, provide support for the Person to attend the meeting, familiarise themselves with the All Wales Learning Disabilities Annual Health Check list (accessible from a third sector organisation e.g. Conwy Connect) in order to support the Person to follow up on any further health appointments as a result of the Annual Health Check.

3.3. Positive emotional well-being and good physical and mental health will be maintained to ensure that the Person has the best quality of life possible. The Service will enable the Person to successfully address physical and/or mental health issues, ensuring that health conditions are managed successfully.

3.4. Staff will support the Person to access information, specialist advice, support groups or organisations that may help better manage and understand their health conditions. Procedures and training records will be in place demonstrating how Staff will support the Person to experience a healthy lifestyle and wellbeing.

3.5. Staff will assist the Person with health appointments to maintain regular health checks. These should include national health screening appointments, hearing and sight tests on a regular basis.

3.6. Staff shall support the Person to access health professionals as and when needed including access to wellbeing services in the local area.

3.7. The choice of food and meals are made in consultation and discussion with the Person. Staff shall encourage the Person to have a varied and nutritious diet, requesting specialist advice and guidance where required.

3.8. Staff will have the necessary skills to support the Person appropriately in the decision making processes e.g. taking a regular shower and shall recognise their duty of care as part of their support to ensure the Person's health and well being is promoted at all times.

3.9. The Provider is able to demonstrate its capacity to meet the assessed needs (including specialist needs) of the Person. Staff individually and collectively have the knowledge, skills and experience to deliver the Service effectively and support the Person's health and well being outcomes.

4. Managing living accommodation

4.1. Staff will encourage the Person to have pride in his/her living environment and support the Person to maintain own home environment in a clean and tidy manner.

4.2. The Person will be supported to personalise own and/or communal accommodation areas.

4.3. The Person will be supported with the purchase of furniture, which meets the fire regulations and health and safety requirements.

4.4. The Person will be supported to adhere to the tenancy/licence obligations. The Provider's Staff will be familiar with the terms and conditions of the Tenancy /Licence Agreement to be able to support the Person to meet own tenancy/licence obligations and develop own skills in order to manage and maintain the home environment.

4.5. Inventory of all of the Person's individual possessions will be made and kept up to date as items are added and/or disposed of. In the event of a Person leaving a shared Scheme, an inventory must be updated. It is recognised that there is a communal equipment and a communal inventory is maintained.

4.6. Equipment within the Person's home will be checked regularly and where appropriate, the relevant certificates updated. The Telecare Passport document will be completed and kept under review.

4.7. Staff will be aware of procedures to protect the welfare of the Person in the event of an emergency including evacuation in case of fire, gas, main services such as water sewerage and electricity.

4.8. The Person will be allowed free and unsupervised access to and from the property unless otherwise indicated in their Care and Support Plan.

4.9. Staff will ensure that the Person is familiar with the fire precaution measures and emergency procedures. The procedures will be in place within the Person's home and will include a personal emergency evacuation plan (PEEPS) for each Person. It is the Provider's responsibility to ensure that the plan is completed and available for each Person. The North Wales Fire & Rescue Service will provide further advice as required.

4.10. The Person will be supported to arrange utilities and payment mechanisms or manage household budgets and bills. The Provider shall have clear systems in place in respect of payment arrangements. Payment arrangements for each Person will be clearly documented and evidenced including where one Person contributes to another in respect of utility bills in accordance with the Commissioner's procedures. The Provider shall ensure the utility costs are regularly reviewed.

4.11. The Person will be supported to recognise the boundaries between house and garden and those of neighbours, recognising the right of access to every area in the Person's own home except each other's bedrooms within a shared Supported Living Scheme.

4.12. The Person's diverse needs shall be met rather than subject to routines of the Provider. The Provider shall have a policy that sets out Staff's arrangement for snacks, meals etc which will comply with the protocols of Commissioner(s) as reviewed and made available from time to time. Staff will provide their own food at all times or make a contribution to the Person, where this has been agreed.

4.13. Ensure the Person's possessions are kept secure by being vigilant and security conscious.

4.14. The Provider will undertake the delegated tasks within the Housing Management Agreement between the Local Authority and the Landlord. This may include Supporting People management activities.

5 Dignity and respect, rights and entitlements

5.1. All staff, including managers receive induction and have undertaken training to preserve and maintain the dignity, respect and recognise the diversity of the people they support.

5.2. All staff will adhere to Social Care Code of Conduct for Social Care Workers promoting the dignity, rights, equality and diversity of the people they support at all times.

5.3. Staff will treat the Person's property, space within the home and possessions with respect. Staff's belongings e.g. bags will be neatly placed in a confined and dedicated area in the Person's home.

5.4. Staff shall not use social media or mobile phones unless or required for the Service. The use of mobile phones including messages, texts and social media shall not at any time interfere with the support requirements relating to this Service. The Provider must have a policy in place that is mandatory for their Staff for the use of phones, social media and taking photos and/or videos. The Provider shall ensure that such a policy is adhered to by all Staff to ensure that:

5.5. Mobile phones are used appropriately and efficiently to support effective working practices. Staff understand the legislative requirements concerning the use of mobile phones whilst driving and on duty.

5.6. Staff demonstrate and evidence an understanding of the importance of non-judgmental attitudes and observe and respect the attitudes of the Person

5.7. Clear statements of principles relating to appropriate attitudes, code of conduct and working behaviour which are based on equality, diversity and anti-discriminatory practices are in place. These principles are also evident in appropriate working practices and procedures in place by the Provider.

5.8. The Person has his/her personal beliefs and rights respected at all times and are provided with opportunities to establish new relationships. The Provider has methods and procedures for

systematically assessing behaviour and attitudes in the work place at both team and individual levels, including demonstrating behaviour commensurate with the Code of Professional Practice for Social Care. The Provider will provide guidance and support to Staff where there is an indication that positive behaviour or attitudes are not evident.

5.9. The way in which the service is provided is appropriate to the Person's age, disability, gender, language, race, ethnic origin, sexual orientation, social class, political beliefs or religion and cultural background.

5.10. The Provider shall have up to date policies and procedures that take account of latest legislation and good practice guidance with regards to regard to personal data and information sharing so that their rights and best interests are safeguarded at that is regularly updated and understood by all staff.

6 Protect from Abuse and Neglect

6.1. The Person supported has an equal chance to live free from harm, fear, discrimination and prejudice.

6.2. The Person supported is treated with equal care and respect regardless of age, gender, disability, culture, race, nationality, religion, language and sexual orientation.

6.3. All staff are appropriately trained in the identification and management of abuse, discrimination and harassment. Policies and procedures are embedded for identifying and dealing with the abuse and making safeguarding referrals.

6.4. The Provider's policies and procedures for identifying and dealing with the abuse of vulnerable adults are complimentary to the All Wales Protocols and Procedures for the Vulnerable Adults and Children.

6.5. Staff will be aware of and shall comply with the Code of Conduct for Social Care Workers as they go about their daily work.

6.6. Equipment used and service settings in which services are delivered are assessed as appropriate to meet need and appropriately monitored and their use regularly reviewed.

7 Making a positive contribution to the society

7.1. The Person supported is advised of his/her rights and responsibilities as citizen and supported to contribute and participate as appropriate e.g. voting in elections, joining community groups etc.

7.2. The Person is supported and enabled to participate in his/her community, society and the delivery of Service. The Provider may be required to support the Person in the social and leisure activities and enable the Person to consider to be involved in valued paid work, work experience and a range of community based educational and leisure activities.

7.3. Staff will support employment opportunities for the Person they support including if includes complex needs. Staff shall not assume that the Person cannot work because of the complexity of disability causing a restriction on what can be achieved.

7.4. The Person will be made aware of the financial implications or work such as a fair wage, tax credits, effects of earning on benefits. The Provider shall support the Person to access specialist support and advice from other agencies e.g. third sector as applicable.

7.5. Staff will support the Person to sustain existing support networks offered by carers, family and friends and will, wherever possible create further links within their local community.

8 Social and economic well being

9.1. The Provider shall ensure that the Person is financially stable and has as much control as possible over money and possessions. The Provider will support the Person to develop an appropriate financial management system and the Commissioner's procedures/protocols in place.

9.1. The Person's income, which will be used to run the contribution to the household expenditure, is from DWP Benefits. Relevant financial procedures will be maintained and may be accessed by County auditors. A Financial Risk Assessment will be completed and from this an individual financial procedure developed for the Person. Where there is staff involvement the activity will be monitored by the Commissioner(s) and may be subject to Audit.

9.1. The Provider shall fully co-operate with the requirements where the Person has an appointed Deputy by a Court of Protection who will act in the best interests of the Person, ensuring the Person's assets are safeguarded and needs are met.

9.1. The Provider is required to adhere to the relevant sections of the Commissioner's financial Procedural Guidelines/Protocols shared from time to time in order to ensure sound financial accounting is in place and where applicable, take into account of appointeeship, court of protection arrangements. Accounts, where applicable, will be audited by on a regular basis..

9.1. Where financial assistance is required, the Person will receive the support necessary to maximise control while minimising the risk of financial exploitation.

9. Education, training and recreation

9.1. Staff have good knowledge of the local area in order to support the Person to make full use of the local neighbourhood, access to community and leisure facilities, education social activities, local events and opportunities that are available in the area. Records of confirming that activities have taken place will be in place for monitoring purposes.

10 Domestic, family and personal relationships

10.1 Staff are able to support the Person to maintain existing relationships and support networks as well as develop new personal relationships in their local community.

Supporting People Outcomes Framework

Promoting Personal and Community Safety

	Outcome indicators	Example Support Plan Goals
Feeling Safe	<ul style="list-style-type: none"> Supported to develop routines that improve safety Completion of security improvements to the service users home Support to relocate in order to feel safe Enabled an Person to feel safer by providing support that builds their confidence and control 	<ul style="list-style-type: none"> I will develop my own personal safety plan My home will be safe and secure I will tell the council of unsafe areas and give them any supporting information I have
Contributing to the safety and well-being of themselves and others	<ul style="list-style-type: none"> Enable engagement with probation services Obtained legal advice and representation Supported to ensure well-being of other family members Assisted to identify schools and enrol children Obtained travel passes Supported to identify appropriate childcare, families centres, playgroups etc Accessed parenting advice / support groups Supported in relation to legal issues with children, child protection or child in need status Supported to address the impact of domestic abuse on individuals and their children Assisted in identifying problem drug and alcohol use and accessed information and advice Assisted to identify and engage with substance misuse advice and treatment Supported to act on advice provided by professionals regarding substance misuse Assisted in following and maintain a programme of reductions or abstinence 	<ul style="list-style-type: none"> I am going to attend my Probation appointments I will speak to my solicitor to get legal advice on I will find a local school and enrol my children I will find a play group in the local area and attend regularly I will attend play sessions with the Early Years Team I will attend parenting classes with I am going to speak to my solicitor regarding my ex-partner having contact with our children I will attend an appointment with Women's Aid to talk about the support they can offer I will attend the Freedom Programme I will attend counselling with I will attend core group meetings and child protection conferences in relation to my children I will meet with my social worker when required X and Y will attend the play based assessment at NH I will attend my appointments with CADT / CAU I will reduce my drinking by x drinks a day / week I will take my children to school regularly I will collect my methadone daily / weekly I will keep a diary and write down daily how much I drink and how I am feeling when I am drinking

Promoting Independence and Control

	Outcome indicators	Example Support Plan Goals
Managing accommodation	<ul style="list-style-type: none"> • Accessed local authority homelessness and prevention services • Support through homelessness application process and helped to ensure compliance with information and documentation requests • Supported to access specialist advice • Assisted to identify appropriate and sustainable accommodation and arrange / attend viewings • Ensured understanding of tenancy / occupancy agreements • Supported to meet tenancy obligations • Assisted to acquire suitable furniture and household goods • Supported to identify local services / facilities • Helped to arrange utilities and payment mechanisms or manage household budget and bills • Supported in developing their skills in order to manage and maintain their homes • Supported to gain suitable adaptations 	<ul style="list-style-type: none"> • I will provide additional information to my case worker • I am going to check my areas of choice form and tell the council of any changes I want to make • I will contact the law centre to discuss my housing application • I will know about other housing options • My utilities will be set up • I will not run out of credit on my gas and electric meters when I move to my next house • I am able to pay my bills on time and in full • I will make a list of household items I need for moving into my own home • I will know where my local housing office is • I will keep my room / flat clean and tidy • I will know how to complete basic DIY tasks
Managing Relationships	<ul style="list-style-type: none"> • Supported to establish contact and build relationships with other people • Supported to build confidence in their interactions, access advice and communicate effectively • Established awareness of the need to change behaviour and accessing services that can assist in making a change to develop healthy relationships • Enable access to mediation and advocacy services to improve communication and address areas of dispute or conflict • Assisted in dealing with officials, correspondence and administration to ensure effective communication • Supported to establish contacts and build relationships with culturally appropriate networks of support 	<ul style="list-style-type: none"> • I am going to contact with my mum and dad • I am going to make contact with my old school friends • I am going to see my mum and sister twice a week • I am going to take part in the cooking class at NH to meet new people • I am going to open my letters and ask my support worker for help if I do not understand • I am going to speak to my solicitor about mediation and contact with my children • I am going to find a local mother and toddler group • I am going to make weekly trips to the library
Feeling part of the community	<ul style="list-style-type: none"> • Supported to identify personal aspirations and areas of interest • Developed hobbies / interests and improved life skills in their chosen area • Supported to access social situations, support or specific interest groups 	<ul style="list-style-type: none"> • I am going to attend pottery classes at NH • I will find out about gardening clubs in the local community • I will find out where my local church / temple is and visit • I will find out the bus times so I can easily get to my church / temple etc on a regular basis

	<ul style="list-style-type: none"> Supported to improve self confidence in social settings or establish and sustain social and support networks Helped to ensure they are able to access their community and the services they need Identified transport options Address mobility issues Increased confidence in accessing community services and the use of public transport Supported to access specialist communication support Supported to report hate crime and supported to access specialist advocacy services Supported in identifying culturally appropriate support networks 	<ul style="list-style-type: none"> I am going to attend the activities that are run by my local church / temple etc
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Promoting Economic Progress and Financial Control

	Outcome indicators	Example Support Plan Goals
Managing Money	<ul style="list-style-type: none"> Supported to claim appropriate benefits and understand entitlements Supported to access benefits / debt or other advice and act on the advice Supported to make regular bill payments or set up direct debits Ensured effective communication with creditors and agreed payment plans Established and managed a personal or household budget Developed a person's ability to live within their budget or reduce their debts to manageable levels 	<ul style="list-style-type: none"> I am going to phone the job centre and make a claim for IS / JSA / IS I will contact Riverside advice about my debts I will complete a budgeting plan I am going to contact the people I owe money to and arrange to repay them I am going to make my money last until my next pay day I will know how much money I will need to pay my bills when I move into my own house I am going to phone Child Tax Credits to sort out my claim
Engaging in education / learning	<ul style="list-style-type: none"> Supported to identify education or skills needs, aspirations and career plans Helped to establish and access learning options Supported to address financial costs relating to accessing learning Supported to build a person's confidence in their ability to learn Assisted to access learning opportunities 	<ul style="list-style-type: none"> I am going to meet with the learn direct tutor to talk about IT courses I will go to the next open day at x college I am going to enrol on x course I will find out if going back to college will impact on my benefits
Engage in employment / voluntary work	<ul style="list-style-type: none"> Assisted in identifying individuals skills, experience and interests Supported to access specialist career and employment advice 	<ul style="list-style-type: none"> I will create an up to date CV I will speak to Carers Wales / Job centre advisor about work experience placements I will find out about voluntary work in animal care

	<ul style="list-style-type: none"> Supported to access work experience, volunteering advice and services Assisted in developing a CV Identified work available and completed job applications Helped prepare to enter work Assisted to arrange childcare or obtain financial and benefit advice 	<ul style="list-style-type: none"> I am going to do an online job search I am going to apply for jobs in the construction industry I will practice my interview skills I will find child care for my children so I can attend my college course
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Promoting Health and Wellbeing

	Outcome indicators	Example Support Plan Goals
Physically healthy	<ul style="list-style-type: none"> Assisted to engage with primary and specialist health services or social services Supported to register with GP or dentist, make appointments and referrals Supported to ensure effective communication with health professionals and access prescribed medication Supported to act on the advice of health professionals Enabled to manage their health conditions in line with specialist advice Supported to access OT advice Supported to access mobility equipment, aids and adaptations to their home and better manage their day to day needs Helped to ensure continued engagement with health or related services Supported to have specific dietary needs recognised Supported to ensure an individual's home environment is appropriate to their needs Supported to reduce their incidence or likelihood of hospital admission through better health management Accessed support group / organisations that may help better manage and understand their health conditions 	<ul style="list-style-type: none"> I will register myself and my children with a GP / Dentist etc My children will have their eyes tested I am going to take my medication daily I will have all the aids I need to live my life I will tell the council and give them evidence of what adaptations I need in my home I will find a local support group and visit them to find out more about them I will attend my local support group on a weekly basis I will arrange for my chemist to collect repeat prescriptions for me I will not run out of medication
Mentally Healthy	<ul style="list-style-type: none"> Supported to engage with primary and specialist mental health services Supported to communicate with mental health professionals and access prescribed medication Supported to act on the advice of health professionals 	<ul style="list-style-type: none"> I am going to attend my appointments with the Community Mental Health Team I am going to speak to my GP about my depression I am going to take my medication daily I will find out where my nearest support group is and visit them

	<ul style="list-style-type: none"> • Enabled to access or manage their mental health conditions in line with specialist advice • Helped to ensure continued engagement with mental health and related services • Accessed support groups / organisations that may help better manage and understand their mental health conditions • Supported to reduce their incidence or likelihood of hospital admission through better mental health management • Supported to ensure an individual's environment is appropriate to their mental health needs 	<ul style="list-style-type: none"> • I will attend the local support group weekly • I am going to meet with my CPN weekly • I am going to keep a mood diary
<p>Leading a health and active lifestyle</p>	<ul style="list-style-type: none"> • Supported to access facilities and equipment that aids mobility and increases independence • Established the importance of self-care and ensured that services are accessed to enable independent self-care • Received advice and support to maintain hygiene of their home and improved their ability to maintain their home • Supported to shop independently or plan and prepare meals independently • Assisted to access the services required to lead a healthy active lifestyle like leisure / fitness groups and services • Develop an interest in lifestyle activities and hobbies • Accessed health, social care and other services they require to lead a healthy and active lifestyle 	<ul style="list-style-type: none"> • I am going to keep my home clean and tidy • I am going to learn how to cook simple and healthy meals for my family • I will have enough money to buy food • I will walk the children to school once a week • I will make sure my children have a healthy breakfast before going to school • I will take the children to the park once a week

STAFF TRAINING
(To be tailored to each Service)

- The basic principles and values of care particularly the Person's independence and dignity
- Induction and training
- Supporting people to retain, regain and develop skills to manage their lives and environment and to meet planned outcomes
- Contribute to outcome based Care/Support Planning and review
- Person centred care and support
- Understanding of the role of equipment and telecare
- Supporting people to access and use services & facilities
- Supporting people to develop & maintain social networks & relationships
- Supporting people with social, emotional & identity needs
- Supporting people to prepare for, adapt to & manage change
- Bereavement & Loss
- Prepare family & networks to support people requiring ongoing care
- Support and motivate people to continue therapies
- Health and safety
- Knowledge of risk assessment procedures
- Basic first aid
- Safeguarding
- Medication
- Moving and handling
- Falls
- Understanding of Personal safety and lone working
- Environmental risks for older people and people with disabilities
- Infection control procedures
- Basic food preparation, storage and hygiene
- Healthy eating/Special diets
- Recognising health needs and seeking help through primary health care Services
- The process of ageing and end of life care
- Understanding dementia
- Communication skills appropriate to People's needs
- Confidentiality and Data Protection including GDPR
- Record keeping
- Common disabilities and diseases
- Awareness and understanding of the risks of abuse of vulnerable Adults
- The Safeguarding and Adult Protection
- Understanding professional boundaries
- Public disclosure and whistle blowing policies and procedures
- Awareness and understanding of sensory impairment
- The care of people who are confused or mentally ill
- Dealing with challenging behaviour and tools e.g. Positive Behaviour Support
- Promoting and maintaining continence
- Working in partnership with District Nurses, other Care Workers and agencies
- Children and Families, including Child Protection and Prevention of Abuse
- Business continuity planning

TELECARE PASSPORT
(to be included)

POSITIVE BEHAVIOUR SUPPORT

Positive Behavioural Support (PBS) is an ethical, comprehensive, evidence-based approach developed within the learning disability field. It is person-centred and proactive in that it focuses on improvements in individuals' quality of life and prevention of challenging behaviour. PBS is accepted internationally as current best practice and is specifically recommended by key national government and professional organisations in numerous recent guidance documents as part of the ambitious transformation agenda across all vulnerable client groups.^{16 1718}

PBS is in full accord with the Social Services and Wellbeing (Wales) Act 2014, in that it:

- promotes physical and emotional well-being,
- addresses physical and mental health issues,
- emphasises personal and skill development,
- supports and encourages family and personal relationships,
- provides opportunities for social well-being and inclusion,
- promotes human rights, dignity and respect,
- enhances living accommodation and the person-environment fit.

It is worth emphasising that the comprehensive nature of PBS means that it embraces the social model of disability and the insights of social role valorisation (SRV). The social model emphasises the importance of the environment as a factor in enabling or disabling people to live a good life. SRV also highlights the potentially negative impact of service design features that stigmatise, segregate and congregate people at risk of societal prejudice. It is therefore a fundamental feature of PBS to promote small-scale, homely living environments other than in exceptional cases. It is also a core aim of PBS to prevent people from being placed in stigmatising, segregated and congregated environments, and to support their return to a homely place in the community. PBS is not just a therapeutic technique to be applied in any environment with no regard for the

“fitness” of that environment.

PBS uses the least restrictive interventions and totally rejects any use of punishment. As such, it is accepted as the most effective protection for vulnerable people at risk of abuse and neglect.

Gore et al (2013) Definition and Scope for Positive Behaviour Support. *International Journal of Positive Behavioural Support* 3(2), 14-23.

NICE (2015) Guidelines on prevention, assessment and intervention for Challenging Behaviour and Learning Disabilities

Royal College of Psychiatrists and the British Psychological Society (April 2016) Challenging behaviour: A unified approach – Update. Joint statement by the Faculties of Intellectual

Disability of the Royal College of Psychiatrists, and the Learning Disability Professional Senate of the British Psychological Society

Key aspects are detailed below:

PBS is values led

The key aim of PBS is to help vulnerable people to have the same human rights and opportunities as other people, and to be treated fairly, with compassion, kindness, dignity and respect. It focuses on what services, carers and professionals need to do to meet individual people's needs in the best ways possible.

PBS focuses on improving quality of life

PBS defines a good quality of life as what most people would want on a day to day basis, such as a comfortable home, contact with family and friends, engagement in a wide range of activities, such as running a home, work and leisure, as an accepted and equal member of the community, free from pain, distress and abuse. PBS helps people to do more things for themselves. It includes active support which helps carers to give people more opportunities to learn, practice their skills and abilities and participate more fully in daily life, helping to maintain or develop independence as far as possible, which increases dignity and self-esteem. Active support comprises a set of tools and guidance for carers that includes a technology of positive interaction that provides individualised assistance to maximise participation and skill development. Also included is a detailed, flexible system for planning service user activities together with the requisite support.

By enhancing these aspects, PBS improves quality of life not just for the individuals but also for their carers.

PBS is inclusive

PBS assessments and interventions are designed with the active involvement of key people in the person's life. These are the people who know the person best and actually put PBS into operation. They, therefore, need to understand and agree with all that has to be done.

PBS is person-centred

The starting point is to get a clear picture of the person, how the person copes with their environment and gets the things they require. This allows their unique needs, aspirations, experiences and strengths to be recognised and puts them at the centre of their care, and gives them a voice and control over the outcomes they want to achieve.

PBS is evidence-based

PBS is evidence-based in two ways. Firstly, there is growing research that shows it improves quality of life and reduces behaviours that challenge, and that this is maintained over time. Secondly, PBS is evidence-based at every stage, as it is based on information about the individual from initial assessment through to checking if the intervention plan is working in practice.

PBS is a framework for multi-component intervention

PBS is not a single intervention. In order to meet each person's unique needs, it may include a wide range of methods and therapies such as value-based behavioural approaches, physical and mental health treatments, communication systems, active support, skill

teaching, activity planning, goal setting, behaviour management procedures, staff and carer training and stress management.

NATIONAL WELLBEING OUTCOMES

- i) I know and understand what care, support and opportunities are available and use these to help me achieve my well-being
- ii) I can access the right information, when I need it, in the way I want it and use this to manage and improve my well-being
- iii) I am treated with dignity and respect and treat others the same
- iv) My voice is heard and listened to
- v) My individual circumstances are considered
- vi) I speak for myself and contribute to the decisions that affect my life, or have someone who can do it for me
- vii) I am healthy and active and do things to keep myself healthy
- viii) I am happy and do the things that make me happy
- ix) I get the right care and support, as early as possible
- x) I am safe and protected from abuse and neglect
- xi) I am supported to protect the people that matter to me from abuse and neglect
- xii) I am informed about how to make my concerns known
- xiii) I can learn and develop to my full potential
- xiv) I do the things that matter to me
- xv) I belong
- xvi) I contribute to and enjoy safe and healthy relationships
- xvii) I engage and make a contribution to my community
- xviii) I feel valued in society
- xix) I contribute towards my social life and can be with the people that
- xx) I choose
- xxi) I do not live in poverty
- xxii) I am supported to work
- xxiii) I get the help I need to grow up and be independent
- xxiv) I get care and support through the Welsh language if I want it
- xxv) I live in a home that best supports me to achieve my well-being

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Provider	Lot 5 Flintshire
Hafal	✓
Cymryd Rhan	✓
Compass Community Care	✓
Radis	✓
Lifeways Inclusive Lifestyles Ltd	✓
Cartrefi Cymru cyf	✓
The National Autistic Society Cymru	✓
Livability	✓
Sense	✓
PREMIER HOMECARE NORTH WALES	✓
Alexandra House Support Services Ltd	✓
CARTREF NI	✓
Just ONE	✓
Tyddyn Mon	✓
The Regard Partnership	✓
Macintyre Care	✓
Castell Care and Support	✓
Bevris Support Ltd	✓
Royal Mencap Society	✓
TREHERNE CARE GROUP	✓
A Star Support Services	✓
AKC Home Support Services	✓
HIGHBURY SUPPORT SERVICES	✓
Voyage 1 Limited	✓
Allied Health Services Limited trading as Allied Healthcare	✓
Focus Care Wales	✓
Dyffryn Support Agency	✓
CareTech Community Services Limited	✓

Leonard Cheshire Disability	✓
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Report to	Cabinet
Date of meeting	18 th February 2020
Lead Member / Officer	Councillor Bobby Feeley & Phil Gilroy (Community Support Services)
Report author	Alison Heaton (Community Support Services)
Title	Approval for the North Wales Supported Living Agreement

1. What is the report about?

- 1.1. This report contains recommendations for Cabinet to approve the acceptance / rejection of tenders in relation to the recent procurement exercise led by Denbighshire County council on behalf of the six North Wales Councils and Betsi Cadwaladr University Health Board (BCUCH)

2. What is the reason for making this report?

- 2.1. A decision is required on the accepting / rejecting tenders in relation to the recent procurement exercise (tender) for the North Wales supported Living Support (Framework) Agreement.
- 2.2. Denbighshire County Council's Contract Procedure Rules require that awarding of contracts with a value over £2 million receive Cabinet approval.

3. What are the Recommendations?

- 3.1. That Cabinet approve the acceptance of the tenders of 35 suppliers and to reject the tenders of 6 suppliers for the reasons detailed within the Framework Agreement Award Recommendation Report (Appendix 1).
- 3.2. That Cabinet confirms that it has read, understood and taken account of the original Commissioning Form (Appendix 2), the Well-Being Impact Assessment, (Appendix 3), and the Data Processing Impact Assessment for the North Wales

Domiciliary Care tender (Appendix 4). This tender forms part of that original work stream.

4. Report details

- 4.1. Denbighshire County Council previously led on an electronic procurement exercise (tender) to establish a regional North Wales Agreement for Domiciliary Care Services for adults on behalf of the six Local Authority partners and BCUHB. This agreement commenced 1st April 2018.
- 4.2. The Agreement ensures that the partners meet the requirements of the 'Social Services & Wellbeing (Wales) Act 2014' and the 'Regulation & Inspection of Social Care (Wales) Act 2016.
- 4.3. The opportunity for new providers seeking to gain approval and for existing providers seeking to broaden the scope of supply they had originally been approved for was re-opened through a formal tendering exercise was reopened in February 2019.
- 4.4. A third electronic procurement exercise (tender) has been completed, led by Denbighshire County Council. This was to approve new providers wishing to provide Supported Living Services across the North Wales Region and for existing approved providers of Domiciliary Care Services providers to also provide Supported Living Services.
- 4.5. All of the 7 partner organisations have contributed to the evaluation of the tenders against a published procedure and criteria.
- 4.6. Providers have been required to pass appropriate organisational due diligence checks including financial stability, health and safety and insurance requirements, and evidence how they are working to promote the wellbeing of the people that they support.
- 4.7. A team of over 25 professionals across the 7 partner organisations have been involved in scoring the providers' tenders.

4.8. The Evaluation Team have agreed the outcome of the evaluation – to accept the tenders of 35 suppliers (that have met all the published qualification and quality requirements) and to reject the tenders of 6 suppliers who did not meet the requirements.

5. How does the decision contribute to the Corporate Priorities?

- 5.1. Domiciliary (Homecare/Supported living) Services support people who are ill, frail or disabled to maximise their wellbeing and should promote independence and resilience (core themes of the Denbighshire Wellbeing Plan).
- 5.2. Most domiciliary care workers work in the communities in which they live.
- 5.3. Employing and training people to care and support people who are ill, frail or disabled contributes to ensuring our communities are resilient, providing additional benefits / social value.

6. What will it cost and how will it affect other services?

- 6.1. Rates were not submitted as part of this procurement exercise.
- 6.2. The Framework will be used to Procure Supported Living Services by way of mini tenders. This will greatly reduce the timescales required to complete the tender process.
- 6.3. The cost of procuring Supported Living Services in Denbighshire will continue to be met through the Community Support services Budget.
- 6.4. All costs associated with this tender exercise have been funded through contributions from all 7 partner organisations and the Regional Learning Disability Transformation Project.

7. What are the main conclusions of the Well-being Impact Assessment?

7.1. A Well-Being Impact Assessment was undertaken during the scoping and planning phase of the original tender. The Assessment has since been reviewed and the original scores remain applicable.

7.2. The completed Well-Being Impact Assessment detailed 3 stars and a score of 21/24; having a positive impact on all the Well-Being goals in Denbighshire.

8. What consultations have been carried out with Scrutiny and others?

8.1. This is the second phase of the North Wales Regional Domiciliary Agreement tender. Since the original procurement exercise, The Lead Member has been kept briefed on the commissioning project and the tender planning and signed off the original Commissioning Form (document required by Contract Procedure Rules in order to commence a tender exercise).

8.2. The requirements of the 7 partner organisations have been discussed via the regional Commissioning Boards, at NWASH and at the NW Learning Disability Partnership Board.

9. Chief Finance Officer Statement

9.1. The Framework is obviously required to ensure that the services can continue to be delivered. It is expected that the costs will be contained within budget in this area, although the service as a whole is dealing with a number of pressures.

10. What risks are there and is there anything we can do to reduce them?

10.1. A full project risk assessment has been completed and mitigating actions agreed by all of the partners.

10.2. The main risk at this stage of the procurement exercise is receiving a challenge to the notification of rejection of tenders. In order to minimise this challenge, full

feedback will be given to the unsuccessful providers detailing the areas of the tender which they passed and failed and the reasons why certain responses did not meet the pass criteria (This is standard procedure).

10.3. In order to impact on the award of the Agreement a legal challenge would have to be made. We are confident that the evaluation has been conducted in line with the published evaluation methodology and so any challenge would likely to be unsuccessful.

10.4. In appointing 35 approved providers, the region (and its citizens) will be better served by providers that have been appropriately assessed / quality assured, and partners / citizens have access to greater choice.

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11. Power to make the decision

11.1. Denbighshire Council's Contract Procedure Rules require that awarding of contracts with a value over £2 million require Cabinet approval.

11.2. Supported Living Services are supported by the Council under the Social Services and Well-Being Act 2014.

11.3. Supported Living Services are regulated by The Care Inspectorate Wales under the Regulation and Inspection of Social Care (Wales) Act 2016.

Appendices:

Appendix 1: Framework Agreement Award Recommendation Report

Appendix 2: Commissioning Form approving commencement of tender

Appendix 3: Well-Being impact assessment for the Regional Domiciliary Care

Appendix 4: Data Processing Impact Assessment

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EXERCISE OF DELEGATED POWERS - DECISIONS TAKEN REPORTED TO CABINET – 14.07.20

Social Services

- **Marleyfield House Expansion**

The Council has entered into contract with construction firm Willmott Dixon to begin works on building an additional 32 bed expansion at the Marleyfield House residential care home in Buckley. This update will provide the detail of the cost of the contract and the project and next steps.

Streetscene and Transportation

- **B5129 Bus Lanes – Contract Award**

Award of the B5129 Shotton Lane to Queensferry Bus Lanes Contract.

Housing and Assets

- **Transfer of 12 No. Properties (Plot No's 513 – 524) Llys Cadfan, Croes Atti, Oakenholt**

The above affordable housing units are to be transferred direct to North East Wales (NEW) Homes since this best meets housing need. NEW Homes will enter into a covenant with Anwyl that the properties will be used for the purpose of affordable housing.

Copies of the Delegated Powers reports are retained by the Team Leader – Committee Services.

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**FLINTSHIRE COUNTY COUNCIL FORWARD WORK PROGRAMME ITEMS
COUNCIL, CABINET, AUDIT AND GOVERNANCE & SCRUTINY
1 July 2020 TO 30 November 2020**

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
July					
Community and Enterprise Overview & Scrutiny Committee	7/07/20	Housing and Assets	Communal Heating Charges 2020/21 To consider the proposed heating charges in council properties with communal heating systems for 2020/21 prior to Cabinet approval	Operational	Cabinet Member for Housing
Community and Enterprise Overview & Scrutiny Committee	7/07/20	Housing and Assets	Housing Rent Income Provide members with the latest rent arrears analysis	Operational	Cabinet Member for Housing
Environment Overview & Scrutiny Committee	13/07/20	Streetscene and Transportation	Renewal of Public Space Protection Orders To seek a recommendation from Scrutiny to commence a public consultation exercise in order to renew Public Space Protection Orders (PSPOs)	Operational	Cabinet Member for Planning and Public Protection, Deputy Leader of the Council and Cabinet Member for Streetscene and Countryside

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Social & Health Care Overview & Scrutiny Committee	16/07/20	Social Services	Director's Annual Report To receive the Social Services Annual Report 2019/2020.	Operational	Cabinet Member for Social Services
Social & Health Care Overview & Scrutiny Committee	16/07/20	Social Services	Assurance Report on Care Homes To support the approach of Social Services in their provision of support to the local care home sector.	Operational	Cabinet Member for Social Services
Cabinet	14/07/20	Streetscene and Transportation	Annual Review of Fees and Charges To recommend the fees and charges for 2020/21 following the annual review.	Strategic	Cabinet Member for Corporate Management and Assets
Cabinet	14/07/20	Finance	Revenue Budget Monitoring 2020/21 (Interim) To provide details of the known risks and issues for 2020/21 for the Council Fund and Housing Revenue Account.	Operational	Cabinet Member for Finance
Cabinet	14/07/20	Chief Executive's	Council Plan 2019/20 End of Year Monitoring To report the performance out-turn for the Council Plan for 2019/20.	Operational	Leader of the Council and Cabinet Member for Education

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Cabinet	14/07/20	Social Services	Supporting Living Framework and Commissioning of Services To seek approval to re-commission several existing supported living properties under the new North Wales Supported Living Framework.	Operational	Cabinet Member for Social Services
Cabinet	14/07/20	Housing and Assets	Communal Heating Charges 2020/21 To recommend heating charges in Council properties with communal heating systems for 2020/21.	Operational	Cabinet Member for Housing
Cabinet	14/07/20	Education and Youth	21st Century Schools - Mutual Investment Model Update To update on the Mutual Investment Model (MIM) process, and to seek approval to execute the Strategic Partnership Agreement (SPA) with the Welsh Education Partnership co (WEPco).	Operational	Leader of the Council and Cabinet Member for Education, Cabinet Member for Corporate Management and Assets

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Cabinet	14/07/20	Streetscene and Transportation	Review of Public Space Protection Orders To seek approval to commence the consultation on the renewal of the Public Space Protection Orders.	Operational	Cabinet Member for Planning and Public Protection, Deputy Leader of the Council and Cabinet Member for Streetscene and Countryside
Cabinet	14/07/20	Chief Executive's	Test, Trace and Protect (TTP) To present the proposed regional employment model for the Test, Trace and Protect (TTP) Programme for adoption.	Operational	Cabinet Member for Corporate Management and Assets
Audit Committee	23/07/20	Chief Executive's	Annual Governance Statement 2019/20 To receive for endorsement the annual revision of the Annual Governance Statement.	Operational	Cabinet Member for Corporate Management and Assets
Audit Committee	23/07/20	Finance	Treasury Management Annual Report 2019/20 To provide Members with the Treasury Management annual report 2019/20.	Strategic	Cabinet Member for Finance

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Audit Committee	23/07/20	Finance	Supplementary Financial information to Draft Statement of Accounts 2019/20 To provide Members with supplementary financial information to accompany the draft accounts as per the previously agreed Notice of Motion.	Strategic	Cabinet Member for Finance
Audit Committee	23/07/20	Finance	Draft Statement of Accounts 2019/20 To present the draft Statement of Accounts 2019/20 for Members' information only at this stage.	Strategic	Cabinet Member for Finance
August					
September					
Audit Committee	9/09/20	Governance	Forward Work Programme To consider the Forward Work Programme of the Internal Audit Department.	All Report Types	

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Audit Committee	9/09/20	Governance	Audit Committee Action Tracking To inform the Committee of the actions resulting from points raised at previous Audit Committee meetings.	All Report Types	
Audit Committee	9/09/20	Governance	Internal Audit Progress Report To present to the Committee an update on the progress of the Internal Audit Department.	All Report Types	
Audit Committee	9/09/20	Governance	Public Sector Internal Audit Standards To inform the Committee of the results of the annual internal assessment of conformance with the Public Sector Internal Audit Standards (PSIAS).	All Report Types	
Audit Committee	9/09/20	Governance	Internal Audit Strategic Plan To present the proposed Internal Audit Plan for the three year period 2020/21 to 2022/23 for Members' consideration.	All Report Types	

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Audit Committee	9/09/20	Chief Executive's	Certification of Grants and Returns 2018/19 To inform Members of the grant claim certification by Wales Audit Office for the year ended 31 March 2019.	Operational	
Audit Committee	9/09/20	Chief Executive's	Wales Audit Office (WAO) Audit Plan 2020 To review the Wales Audit Plan for 2020 for the Council and the Clwyd Pension Fund which sets out the proposed audit work for the year along with timescales, costs and the audit teams responsible for carrying out the work.	Operational	
Audit Committee	9/09/20	Chief Executive's	External Regulation Assurance To endorse the summary of all external regulatory reports received during 2018/19 along with the Council's responses.	Operational	

COMMITTEE	MEETING DATE	CHIEF OFFICER PORTFOLIO	AGENDA ITEM & PURPOSE OF REPORT	REPORT TYPE (Strategic or Operational) (Cabinet only)	PORTFOLIO (Cabinet only)
Audit Committee	9/09/20	Chief Executive's	Treasury Management Quarter 4 Update 2019/20 To provide an update on matters relating to the Council's Treasury Management Policy, Strategy and Practices to the end of February 2020.	Operational	Cabinet Member for Finance
October					
November					
December					

October

November

December

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