

Health and Adult Social Care Overview and Scrutiny Committee

Agenda

Date: Thursday, 6th November, 2014
Time: 10.00 am
Venue: Committee Suite 1,2 & 3, Westfields, Middlewich Road,
Sandbach CW11 1HZ

The agenda is divided into 2 parts. Part 1 is taken in the presence of the public and press. Part 2 items will be considered in the absence of the public and press for the reasons indicated on the agenda and at the foot of each report.

PART 1 – MATTERS TO BE CONSIDERED WITH THE PUBLIC AND PRESS PRESENT

1. **Apologies for Absence**

2. **Minutes of Previous meeting** (Pages 1 - 4)

To approve the minutes of the meeting held on 26 September 2014

3. **Declarations of Interest**

To provide an opportunity for Members and Officers to declare any disclosable pecuniary and non-pecuniary interests in any item on the agenda.

4. **Declaration of Party Whip**

To provide an opportunity for Members to declare the existence of a party whip in relation to any item on the Agenda

5. **Public Speaking Time/Open Session**

For requests for further information

Contact: James Morley

Tel: 01270 686458

E-Mail: james.morley@cheshireeast.gov.uk with any apologies

A total period of 15 minutes is allocated for members of the public to make a statement(s) on any matter that falls within the remit of the Committee.

Individual members of the public may speak for up to 5 minutes, but the Chairman will decide how the period of time allocated for public speaking will be apportioned, where there are a number of speakers.

Note: in order for officers to undertake and background research, it would be helpful if members of the public notified the Scrutiny Officer listed at the foot of the Agenda at least one working day before the meeting with brief details of the matter to be covered.

6. **Everybody Sport and Recreation - The First Six Months** (Pages 5 - 78)

To examine the progress and performance of the Trust in its first six months of operation and provide comment to contribute to future monitoring of the Council's contract with the Trust

7. **Deferred Payment Policy - Care Act 2014 changes** (Pages 79 - 110)

To consider changes to the Council's Deferred Payment Policy brought about by new legislation

8. **Forward Plan** (Pages 111 - 114)

To consider the latest Forward Plan

9. **Work Programme** (Pages 115 - 120)

To review the current Work Programme

CHESHIRE EAST COUNCIL**Minutes of a meeting of the Health and Adult Social Care Overview and Scrutiny Committee**

held on Friday, 26th September, 2014 at Executive Meeting Room 1 - Town Hall, Macclesfield SK10 1EA

PRESENT

Councillor M J Simon (Chairman)

Councillors C Andrew, R Domleo, L Jeuda, A Moran and P Hoyland

Apologies

Councillors S Jones, G Merry and J Saunders

35 ALSO PRESENT

Janet Clowes Care and Health in the Community Portfolio Holder

36 OFFICERS PRESENT

Brenda Smith - Director, Adult Social Care & Independent Living
Lynn Glendenning - Commissioning Manager-Relations&Contracts(Adults)
Ann Riley - Corporate Commissioning Manager
Sarah Smith- Corporate Commissioning Manager

37 MINUTES OF PREVIOUS MEETING

RESOLVED – That the minutes of the meeting held on 11 September 2014 be approved as a correct record and signed by the Chairman

38 DECLARATIONS OF INTEREST

There were no declarations of interest.

39 DECLARATION OF PARTY WHIP

There were no declarations of the existence of a party whip.

40 PUBLIC SPEAKING TIME/OPEN SESSION

There were no members of the public present who wished to speak.

41 ADULT SOCIAL CARE COMMISSIONING STRATEGY

At its meeting held on 11 September, the committee had given initial consideration had been given to the Adult Social Care commissioning Strategy. The Committee had made a number of comments regarding the strategy and had

also recommended that a copy of the delivery plan arising from the strategy be circulated to members of the Committee.

The Committee considered the report of the Director of Adult Social Care and Independent Living regarding the draft Adult Social Care Commissioning Strategy together with a number of additional appendices including delivery plans.

In addition, Ann Riley gave a presentation on the content of the strategy.

Members of the committee were then invited to comment on the report and presentation and the following matters were raised:

- In response to a question regarding public accessibility to the services provided by the Council, the committee was informed that a new service directory was due to be published soon with 40,000 copies being distributed throughout the borough including doctors surgeries, hospitals etc. Also, the Council's website would be re-designed to provide easy access advice to families and professionals.
- In response to a question about how the Council actively pursued measures to ensure that elderly people to continue to live at home, it was reported that it was implicit in the strategy that the preference of the Council was to keep people in their own homes with domiciliary care and adaptations.
- The ageing well board had recently reviewed its work and had decided to target isolation and loneliness as a priority and were hoping to link into silverline.
- The Council had established a new quality assurance team in strategic commissioning which was working closely with partners in relation to safeguarding of adults.
- That the document should make reference to 'young carers' on page 46 of the document.
- The Committee felt that the strategy should be amended to include information about empowering the local community.

RESOLVED-

- (a) That the report be received;
- (b) That the consultation arrangements be extended beyond health care colleagues to include carers also;
- (c) That a further report be submitted to a future meeting on the details of the quality assurance team;
- (d) That it be recommended that the strategy be amended to include information about empowering the local community

The meeting commenced at 1.00 pm and concluded at 2.20 pm

Councillor M J Simon (Chairman)

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CHESHIRE EAST COUNCIL

REPORT TO: Health & Adult Social Care Overview and Scrutiny Committee

Date of Meeting: 6th November 2014
Report of: Executive Director of Strategic Commissioning
Subject/Title: Everybody Sport & Recreation - The First Six Months
Portfolio Holder: Councillor Janet Clowes

1.0 Report Summary

- 1.1 This report provides Members of the Committee with the background information on the transfer of the leisure centre and sports development services to the newly established charitable trust “Everybody Sport & Recreation” (ESAR). It also provides an update on the first six months operation and performance of the Trust.

2.0 Recommendation

- 2.1 The Committee is requested to note the progress made by the Trust in the first six months of trading as an independent charitable trust, examine the performance information provided and submit comments to help in future monitoring of the contract to ensure that maximum benefits and required outcomes for the residents of Cheshire East. are achieved

3.0 Reasons for Recommendation

- 3.1 As the Council moves towards being a “Commissioning Council” ESAR as one of the Council’s new Alternative Service Delivery Vehicles (ASDVs) is key to the delivery of a range of services and “outcomes” for local residents, in particular Outcome 5 “People Live Well & For Longer” and it is important to ensure that these are achieved through the ongoing monitoring of the Contract
- 3.2 Responses and comments from Members will further help strengthen this monitoring and challenge process

4.0 Wards Affected

- 4.1 N/A

5.0 Local Ward Members

- 5.1 N/A

**6.0 Policy Implications including - Climate Change
- Health**

- 6.1 As set out in 3.1 above the Trust is expected to be a significant contributor to the Council's Outcome 5 in support of improving the health of local residents as set out in the Council's Three Year Plan.
- 6.2 The establishment of the Trust is in line with Council's drive to become a "Commissioning Council"

7.0 Financial Implications

- 7.1 The Trust receives a management fee for the delivery of service to be renegotiated annually with the Council. In addition the Trust also "buys back" a range of services from CoSocius including ICT services, Oracle and payroll support. The latter was to ensure a smooth transition into the new way of working and continuity of service to users. The Trust will consider in future years if it wishes to continue to buy these services from the company as it does at present or seek an alternative provider. Whilst the Council has transferred the majority of the leisure centre sites to the trust via way of a lease the responsibility for the buildings remains with the Council as Corporate Landlord. This at present includes the provision of elements such as repairs and maintenance, capital improvements and energy provision.
- 7.2 Whilst the Trust is a fully independent organisation it is required by the Charities Commission to submit a full set of accounts which will also be reported to the Council as part of the company's Annual Report. As a company limited by guarantee, under this status the trust is a "not for profit" organisation and has to reinvest any surpluses into services and facilities
- 7.3 The annual management fee when negotiated will take into account a number of elements including the success of the previous financial year and the commissioning requirements of the Council for the forthcoming year.

8.0 Legal implications (authorised by the Borough Solicitor)

- 8.1 ESAR currently operates a contract of ten years in length which can be extended for a further five years subject to agreement by both parties. The contract commenced on 1st May 2014 and includes a range of leisure centre leases that also run co-terminus with this timescale.

9.0 Background

- 9.1 In February 2014 Cabinet approved the transfer of the management of a range of services to the new Charitable Trust "Everybody Sport & Recreation". The new Trust was formally established in March 2014 with a Board of eleven including two Cheshire East Council representatives. The Trust is part of the Council's wider drive to become a "Commissioning Council".

- 9.2 The services and staff formally transferred to the Trust on the 1st May 2014. In addition to the leisure and sports development team the management of the following leisure facilities was also transferred –

Alsager Leisure Centre
Barony Park Sports Complex
Congleton Leisure Centre
Crewe Swimming Pool & Fitness Centre
Holmes Chapel Leisure Centre
Knutsford Leisure Centre
Knutsford Leisure Centre
Macclesfield Leisure Centre
Middlewich Leisure Centre
Nantwich Swimming Pool and Fitness Centre
Poynton Leisure Centre
Sandbach Leisure Centre
Shavington Leisure Centre
Sir William Stanier Leisure Centre
Victoria Community Centre – Oakley and Cumberland Arena Crewe
Wilmslow Leisure Centre

Over 750 staff transferred under TUPE and in addition to those from the original leisure service also included a small number of “support service” staff from the Council’s finance and human resources teams. The Trust were also provided with the required accommodation, plant and equipment to continue to operate..

- 9.3 The Contract contains a range of elements to ensure that the Trust provides the services required by the Council. These are set out in a Service Specification Schedule, Appendix 1. The Contract also has a Schedule of Payment and Performance Monitoring and an extract is set out in Appendix 2. Both these documents help form the basis by which the Council monitors that the Trust is delivering on the outcomes expected by the Council as part of its Resident First approach.

The commissioning and monitoring of these services is undertaken by the Strategic Commissioning team headed by the Executive Director of Strategic Commissioning who receives quarterly reports on the Trust’s progress against contractual performance indicators and a general financial overview of the contracts performance.

- 9.4 As a major project the creation of the new ASDV and transfer of services was undertaken and monitored as part of Council’s formal project management framework. The project was signed off on 16th June 2014 with an “End of Project Report” to the Executive Monitoring Board. In order to ensure that the Council achieves the benefits in the future of the decision to move the services to a trust part of the report included a focus on “Benefits Realisation”. This is attached Appendix 3.

- 9.5 One of the first key tasks for ESAR was the development of its “Business Plan” to determine its long term vision, strategic vision and aims. This has recently been approved and published by the Trust and is attached at Appendix 4.
- 9.6 Whilst EASR is required as part of the Contract to produce an Annual Report to the Council on its operations for the financial year, it is also required to report on a number of quarterly performance indicators as part of the council’s performance management framework, in particular on active participation at leisure facilities and on develop of volunteering. These are attached (Appendix 5)
- 9.7 As part of the monitoring of the Contract, regular meetings are held with ESAR to review progress particularly during these early few months of the new company. In order to help Members see how the Trust is starting to develop and improve the service for local users a half year briefing has been provided, Appendix 6. Peter Hartwell as CEO of the Trust will be in attendance at the meeting to answer any questions in relation to progress being made from the Trust’s perspective

Appendices –

Appendix 1 – Schedule of Service Specification
Appendix 2 – Extract of Schedule of Payment and Performance Monitoring
Appendix 3 – End of Project Benefits Realisation
Appendix 4 – ESAR Business Plan 2014/17 Everybody, providing “Leisure for Life”
Appendix 5 – Half Year Performance Reporting
Appendix 6 -- Half Year update from the Trust on progress being made

10. Access to Information

The background papers relating to this report can be inspected by contacting the report writer:

Name:	Mark Wheelton
Designation:	Commissioning Manager - Leisure & Wellbeing
Tel No:	01270 686679
Email:	mark.wheelton@cheshireeast.gov.uk

Cheshire East Borough Council

Schedule 1

Services Specification

1. INTRODUCTION

1.1 Overview

This Services Specification sets out the outcomes that the Contractor shall deliver in the provision of the Services during the Contract Period as set out in section 1.5 below.

1.2 Reporting

The Contractor is obliged to report on its own performance in accordance with this Agreement.

PART 1A – GENERAL

1.3 Specified Facilities

The Contractor shall allow full and appropriate community access to and participation in the Facilities and activities therein. In doing so the Contractor shall comply with all Legislation.

1.4 Leisure and Play Development Services

The Contractor will be responsible on a non-exclusive basis for the delivery of a leisure, sport and play, development service to enable, develop and encourage active participation opportunities across all sectors and communities of Cheshire East with a view to improving the health outcomes of the residents of Cheshire East and other Users.

1.5 Authority's Outcomes

The Authority wishes to see the Contractor working towards and adhering to key national, regional and local strategic policy. The Authority requires to be able to demonstrate that investment in and action by the Contractor is making a difference to peoples' lives and; to be able to demonstrate the impact the delivery of the leisure service is having on local individuals and communities within Cheshire East. In particular the Authority wishes to see the contribution that can be achieved through delivery of its "Lifestyle" policy both through existing and future facility developments. The Authority requires the Contractor to work in partnership to demonstrate the

outcomes being achieved through the delivery of the Services.

The Contractor must support and work in partnership with the likes of Sport England, County Sport Partnerships, health organisations, sport and physical activity groups, the voluntary community and faith sectors, relevant town and parish councils and local high schools (particularly those where Joint Use Agreements apply).

The Contractor must also work to support the Authority to deliver improvements in areas of public concern, for example, healthier communities, reducing obesity and narrowing health inequalities, increasing levels of sport and physical activity, promoting community cohesion, equality of access, activities as a diversion from anti-social behaviour, raising educational standards, reducing crime and the fear of crime, sustainability and tackling climate change.

1.6 Quality Management Accreditation and Inclusive Fitness Initiative (IFI) Mark

The Contractor shall maintain Quest quality management certification (or an equivalent industry standard accreditation to be agreed with the Authority) for each of the Facilities (excluding Barony) and the Leisure Development and Play Service throughout the Contract Period.

In addition to maintaining Quest accreditation for each of the Facilities (excluding Barony) and services included within the Services throughout the Contract Period, the Contractor shall aim to achieve scores in the top 25% of all facilities and services assessed nationally.

The Contractor shall strive to achieve and maintain the Inclusive Fitness Mark (Level 2 – ‘Registered’ as a minimum), the quality mark accreditation scheme for fitness facilities based upon the principles of the Inclusive Fitness Initiative, throughout the Contract Period. The target date for the Contractor achieving the quality mark for the first Facility is to be no later than one year following the Commencement Date.

The Contractor shall seek to achieve and maintain the Level 2 (‘Registered’) IFI Mark for each of the Facilities throughout the Contract Period.

1.7 Participation Targets

The Contractor shall improve participation and attendance rates and user satisfaction generally. They shall identify trends of improved participation and user satisfaction for specified groups and Facilities, in line with current approved Council performance indicator reporting requirements. The overall aim will be to make “more people, more active, more often”.

The Contractor shall therefore ensure that the participation of certain groups is increased, including:

- 1% annual rise in adult participation (attendances) in physical activity, sport and active recreation.

- 1% annual rise in children and young people aged 16 years and under participating (attending) in physical activity, sport and active recreation.
- 1% annual rise in participation (attendances) by adults and children with a registered disability in physical activity, sport and active recreation.
- Annual increase in the number of volunteering hours in leisure and wider community settings and support (Target to be defined annually by the Authority in conjunction with the Contractor)

1.8 not used

1.9 School Swimming

The Contractor shall ensure that access to swimming pools is provided to all local schools under a statutory duty to provide swimming lessons Monday to Friday (normally 9.30am to 3.30pm at pools not subject to any current joint use agreement) in accordance with the following process and priority.

Process

All schools within the Cheshire East area (for whom priority must be given) must be contacted no later than 30th April each year asking them to request any use they may require of their nearest or most convenient swimming pool for the following academic year. Schools should be advised that preferences and requests must be submitted no later than 31st May for consideration in conjunction with any requests submitted by other schools to use the swimming pool and should indicate whether they are based on hire of the pool only (including a lifeguard) or based on the full swimming teaching package including the provision by the Contractor of one or more fully qualified swimming teachers. Schools should be advised that priority may be given to those schools who request the full swimming teaching package (SBSA) over those who choose to hire the pool only.

In the event of any competing or conflicting requests (even after any further negotiations are undertaken with and/or between representatives of local schools over possible preferences) priority for determining final confirmations should be applied as follows:

Priority

Swimming pools not subject to a current joint use agreement:

1. Local primary and special schools based on the previous academic years allocation
2. New or changed requests from local primary and special schools
3. Secondary schools

4. Private schools or further education institutions

Swimming Pools subject to a current joint use agreement

1. Local primary and special schools based on the previous academic years allocation
2. New or changed requests from primary local primary and special schools
3. On site School
4. Other secondary schools
5. Private schools or further education institutions

Once any programmed slots have been agreed for any academic year, requests can be made subsequently by schools for changes to agreed allocations, including requests for additional allocations within that year but the priority above will not apply. Such requests made during the academic year should only be considered and agreed on the basis that there is no detriment to any other agreed programme allocation.

Agreed school swimming allocations will be subject to the agreed core fees and charges applicable for school swimming.

1.10 Joint Use Agreements -

The Authority is a signatory to a number of Joint Use Agreements with schools for the shared use of Facilities as set out below:

- Alsager Leisure Centre
- Holmes Chapel Leisure Centre
- Knutsford Leisure Centre
- Poynton Leisure Centre
- Sandbach Leisure Centre
- Shavington Leisure Centre

The Contractor will be required to manage, operate and deliver a leisure service within the requirements of the respective agreements. The contracts themselves will however remain directly between the Authority and respective signatory school / academy.

In addition the Contractor will also be responsible for the management of the annual Service Level Agreement with Sir William Stanier High School for the management of Sir William Stanier Leisure Centre, and for the management of Middlewich Leisure Centre which currently operates without any form of agreement.

1.11 Leisure Facility Hosting of Authority Related Lifestyle Services

The creation of *Lifestyle* “hubs” is critical to the Authority achieving its own targets for the improved health of its citizens as reflected in section 1.5 of this Services Specification. The Contractor through its current Facilities (and and future as yet to be built and provided facilities) and Sports Development and Play Service will be expected to provide support to these and related Authority services in delivering these outcomes. The services to be supported although not an exclusive list includes “Adult Social Care” and “Children and Families Services”

PART 1C – SERVICE PERFORMANCE REQUIREMENTS

1.12 Cleaning

The Contractor shall clean of the Facilities in such a way as to maintain a healthy and safe environment for all Users; allowing for efficient and effective operational use of the Facilities and promoting a positive image of the Facilities at all times. The Facilities must be “visibly clean” at all times.

1.13 Customer Service

The Contractor shall provide a comprehensive customer service charter (“Customer Service Charter”) which provides that users are dealt with promptly, effectively and courteously at all times.

The Contractor shall operate and administer a comprehensive and effective User comments and feedback system, to encourage feedback and record verbal and written comments.

The Contractor shall ensure that the information ascertained from the research is analysed and the results used to inform future service delivery.

1.14 Catering and Vending

The Contractor shall ensure that high quality, value for money, catering and vending services is available at all Facilities.

The Contractor shall ensure that a supply of chilled drinking water (other than that provided by mains taps) is located in appropriate public areas such as the fitness suites.

1.15 IT Systems

The Contractor shall ensure that fully functioning and efficient IT systems are maintained at the facilities throughout the Contract Period.

1.16 Event Management

The Contractor shall manage a number of events in accordance with the

Programmes of Use in leisure facilities, the Sports & Play Activity Development Plan and Marketing Plans.

The Contractor shall ensure that events staged at the Facilities or involving the sport and play development outreach service showcase and promote both facilities, activities and programmes to users and take into account any site specific restrictions.

Authority Sponsored Events

For events promoted by the Authority, the Contractor shall provide reasonable assistance in the organisation of these events, and shall sell tickets if required for these events, at no additional cost to the Authority. The Authority will negotiate with the Contractor any costs above the normal hire fee or operating costs, if necessary.

Meeting rooms will be charged for on a cost recovery basis when used by town or parish councils. All other ad-hoc letting of space at the Facilities will be in accordance with the Contractor's published pricing and charging policy.

1.17.1 Service Delivery Planning

The contractor will submit their Service Delivery and Marketing Plans, including performance measures and pricing, by 28th February of each contract year. Such plans will include details of how the facilities and development activities will marketed and delivered to help achieve the Council's Outcomes as set out in 1.5 of this service specification.

1.17.2 Accident and Incident Reporting

The Contractor shall ensure the Authority is aware of all major incidents. A major incident includes major accidents or incidents such as fatalities, severe injury, assault on Users, theft of property, problems relating to security including vandalism, major damage to plant or equipment, major plant failure, industrial action, closure or any other issue likely to be of interest or concern to the Authority and Users.

1.17.3 Other Reporting

The Contractor shall provide the reports as required by this Agreement and this Services Specification.

Performance Standards & Reporting Requirements

The Contractor shall ensure that there is in place at all times a clearly defined responsibility chain for implementing, monitoring and reviewing service delivery. The

Contractor shall provide one overall Contractor's Representative to be its authorised representative for the facilities operated on behalf of the Authority. The Contractor's Representative shall consult with the Authority's Representative as often as may reasonably be necessary for the efficient provision of the Services.

The plans / programmes listed below are to be submitted by the Contractor to the Authority by the specified date as part of their Business Planning process and will include -

Plan Title	Frequency	Submission Date
Service Delivery Plans	Annual	by 28 th February of each subsequent Contract Year
Participation Targets (for implementation the following Contract Year)	Annual	By 28 th February of each subsequent Contract Year
Pricing Schedule	Annual	By 28 th February of each subsequent Contract Year
Proposals for changes to Minimum Opening Hours	As required by agreement with the Authority	
Quality Management accreditation/Quest Action Plan	Ongoing	Within one month of the receipt of each relevant Facility or service Quest report

Without prejudice to any other reporting requirements specified within this Agreement, the reports listed below are to be submitted by the Contractor to the Authority by the specified date.

Report Title	Frequency	Submission Date
Quarterly Performance Monitoring Report	Quarterly	Within ten (20) Business Days of the end of each period of three Contract Quarter
Annual Outcomes Report	Annual	Within one month of the start of the second Contract Year and annually thereafter

The Quarterly Performance Monitoring Report that the Contractor is required to submit shall contain details of any failures to maintain the Performance Standards as set out in this Services Specification should include the following contents as appropriate:

Customer Complaints and Feedback Summary
Major Accidents and Incidents Report
Membership and Utilisation Data
Maintenance Programme Update

Service Development Plans Progress Update
Key participation and performance data
Marketing Plan Progress Report – to include participation rate performance

The Performance Monitoring Report shall be concise and provide a maximum one page summary on each of the areas identified above.

The Annual Service Report shall, as a minimum, provide a summary of the results and recommendations set out in all the reports outlined in the table above and report on performance against the annual plans and programmes agreed prior to the commencement of the relevant Contract Year.

PART 1D – FACILITY PERFORMANCE REQUIREMENTS

1.18 Pricing Requirements

Required Outcome

The Contractor shall ensure that price encourages the use of the Facilities and shall offer concessionary charges to classes of users who would otherwise be unable to use the Facilities. Where the Contractor's approach and plans for future fees and charges provide for above inflationary increases, this will be shared with the Authority in advance. This will also be discussed with the Authority during the regular performance monitoring meetings.

1.19 Opening Hours

Required Outcome

The facilities shall be accessible by the full community during the Minimum Opening Hours.

1.20 Activity Programming

1.20.1 Programmes of Use

The Authority requires specified activities to be conducted during agreed time parameters to ensure that certain members of the community are able to participate in the facilities.

There should be as high a proportion of casual use of the facilities as possible consistent with a balanced programme of use by the public, clubs, schools, and instructed development courses, in particular, a comprehensive swimming programme should be followed to meet the demand for Learn to Swim.

The Contractor shall develop a clear pathway of signposting for young people from Learn to Swim programmes (National Teaching Plan levels 1 – 7) into swimming club sessions.

The Contractor shall implement a priority booking system for activities to promote the value of memberships.

The Contractor shall encourage greater use by groups who have been traditionally under-represented, such as young people, people who are economically

disadvantaged, people with disabilities, older people and minority ethnic groups.

The Contractor shall provide a balanced programme of use to accommodate community, club and elite activity.

Contributing towards the Authority's Outcomes:

Adult Social Care (Care4CE):

- The Contractor will be expected to provide appropriate facilities and, where appropriate, assist Care4CE staff in their delivery of social care services to vulnerable and / or disabled service users
- The Contractor will take account of the safeguarding role of Care4CE staff and co-operate with them in carrying out their responsibilities in this respect
- The Contractor will not seek to vary the arrangements and responsibilities agreed at the outset, except following full consultation and by appropriate discussions with Care4CE managers and the council's appointed client representative
- The Contractor's responsibilities in respect of Care4CE will continue even if Care4CE services are in the future provided by new service delivery vehicles or new service providers

Children and Families Service (Cared for Looked After Children):

- The Contractor will be expected to take account of the Corporate Parenting Responsibilities of the Authority in respect of its Cared for Children and Care Leavers. This will include examining how the trust can assist the Authority in ensuring it is fulfilling this role and improving outcomes (particularly health and wellbeing) for those children in the Authority's care. The Contractor will provide as a minimum the service set out within the current Cheshire East Council "Cared for Children & Talented Athlete Programme Leisure Facilities Membership". Any additional requirements, for example swimming lessons and individual course programmes will be paid for directly to the Contractor by the individual service being supported.
- The Contractor will ensure that requirements in respect of the 'New Belongings' project and the Ofsted inspection framework are taken into account when planning delivery of services.

Public Health:

The Contractor may be asked to provide services commissioned by the Authority's Public Health and Health Improvement teams ("Public Health") to improve the health and wellbeing of the local population. Any services commissioned by Public Health and provided by the Contractor will be subject to a specific Service Level Agreement or appropriate comparable arrangement which outlines the outcomes that the Contractor will be required to deliver.

Other Council Services

The Contractor may be asked to provide services commissioned by other services of the

Authority in delivering its outcomes in line section 1.5 of this schedule. Any such services will be commissioned by the service and provided by the Contractor will be subject to a specific Service Level Agreement or appropriate comparable arrangement which outlines the outcomes that the Contractor will be required to deliver

1.20.2 Booking Systems

The Authority requires that bookings can be made in person, by phone, in writing and online in accordance with e-government for both members and non-members. A fast track service should also be available.

1.21 Health and Safety Management

The Contractor shall comply with all health and safety Legislation and shall produce, maintain and comply with a "Health and Safety Procedures Manual". This shall be available for inspection by the Authority's Representative or other authorised persons at any time.

1.22 Equipment

Required Outcome

Equipment must be available, safe and be capable of being used for the relevant activity that it is designed for, taking into account the standard of sport or activity being undertaken. This also needs to include any equipment stored on site for the purpose of the centre being used in an Emergency.

1.23 Access

The Facilities must be accessible by all Users.

1.24 Legislation and Policy

The Facilities and their use must comply with all Legislation

1.25 Pool Water Quality (Swimming Pool Installations)

The Contractor is to ensure that the Swimming Pools provide Users with a safe and comforting environment in which to participate in both swimming and water sports and to ensure the Swimming Pools are maintained in accordance with the applicable Legislation and Good Industry Practice.

1.26 CCTV and Security

The Contractor is to ensure that Facilities are secure and that there is a CCTV system that provides a safe level of security to Users during their visit, but which does not unreasonably compromise the personal privacy of Users including when getting changed.

1.27 Staffing

Each Facility must have sufficient and suitably trained and qualified staff (whether employees or contractors) to provide the Services.

The Contractor must meet the Disclosure and Barring Scheme as required by legislation

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EXTRACT OF SCHEDULE 6 PAYMENT AND PERFORMANCE MONITORING**Part 2****Performance Monitoring****1.1 Performance Monitoring System**

The Authority will monitor the performance of the Contractor against the Services Specification and the Service Delivery Proposals. Those documents use the following structure to provide the Contractor with the requirements and Performance Standards of the Authority.-

Required Outcome	Provides a high level view of the outcome and context of the requirements of the Authority which the Contractor shall meet.
Performance Standards	A list of standards that relate to the output that the Contractor shall meet including those covered by regulations, Legislation, British Standards etc. that must be complied with by the Contractor for the Services Specification to be met.
Reporting Requirements	This details the reporting requirements which the Contractor shall meet in relation to the specified Performance Standard.

1.2 Measurement

The monitoring and measurement of the Contractor's achievement of the Performance Standards laid out in the Services Specification and the Service Delivery Proposals shall be measured in accordance with the Reporting Requirements for each of the Performance Requirements.

1.3 Reporting

The Contractor is obliged to report on its own performance in accordance with this Agreement and in particular with Section 1.17.3 (Other Reporting) of Schedule 1.

1.4 General Monitoring issues

- 1.4.1 To assist the effective monitoring of the Services, the Contractor is required to provide information reports on all areas covered by the Services as set out in paragraph 1.17 of Schedule 1.

- 1.4.2 The Contractor will also be expected to provide other reports to the Authority's Executive Director for Strategic Commissioning, as requested.
- 1.4.3 As well as statistical reports there will also be a regular programme of site visits (both unannounced and pre arranged) by appointed officers of the Authority. The Authority's Representative on such visits will be looking to ensure that all aspects of the operation are reviewed. This checklist will include staffing, cleanliness, health & safety issues and customer satisfaction. An example of issues to be checked/reviewed is attached (Appendix A).
- 1.4.4 All Facilities will be required to have customer liaison groups consisting of members of the public and representatives from the resident clubs which the Authority's Representative will have the right (but shall not be required) to attend to represent the Authority.

1.5 Communication with the Contractor

- 1.5.1 The Contractor will be expected to attend quarterly meetings (Core meetings) with officers of the Authority to present regular reports, discuss operational issues and review the monitoring reports and the provision of the Services
- 1.5.2 The agenda for the Core meetings will include some or all of the following elements - example agenda (Appendix B) -
- Key Performance Indicators
 - Update on outcome targets
 - Membership figures
 - Programmes of activity
 - Asset issues
 - Update on Investment Proposals
 - Customer/ Non- user Survey reports
 - Analysis on Compliments/ Complaints
 - Default/ Complaint Notices
 - Results of Quality/ Quest Audits
 - Financial Appraisals
 - Health & Safety reports
- 1.5.3 The Contractor's Representative, will also be expected to attend meetings in relation to the Agreement these to be agreed between the Authority and Contractor as and when required giving sufficient notice.

2 Default in performance

- 2.1 Throughout the Contract Period, the performance of the Contractor in providing the service will be monitored to measure achievement of any Performance Standard as well as attainment of Key Performance Indicators. Failures to provide the Service to an acceptable standard (**Performance**

Failures") will be allocated levels of seriousness from Level 1 up to Level 3

2.1.1 Level 1

Serious problems or omissions which create a significant level of inconvenience, unpleasantness or disruption to the Service. To be rectified, or rectifying action to be initiated, within 24 hours of the issue of the complaint notice.

Examples include: failure to comply with cleaning standard where the effect is more than merely visual – unpleasant odours.

2.1.2 Level 2

Very serious problems or omissions which create an unacceptably high level of inconvenience, unpleasantness, disruption and are a potential hazard to safety, health or hygiene. To be rectified, or rectifying action to be initiated within one hour of the issue of the complaints notice.

Examples include: water and/or air temperatures not to specification, chemical balance of water incorrect, pool water cloudy.

2.1.3 Level 3

Problems or omissions of the utmost seriousness creating an immediate high risk to health, safety or the well being of staff or users, requiring either immediate rectification or the withdrawal from use of equipment or closure of all or part of the Facility. In this instance, the complaint notice will be bypassed and a default notice issued immediately..

Examples include: insufficient pool lifeguards on poolside, other safeguarding issues, unqualified staff on poolside coaching fitness classes or preparing food, damaged or unserviceable equipment in use, unhygienic levels of cleanliness in food preparation areas, breach of health and safety rules

3 Key Performance Indicators

Key Performance Indicators will be monitored and failure to meet a Key Performance Indicator ("**KPI Failure**") will be allocated levels of seriousness from Level A up to Level C; a Level A KPI Failure is indicative of poor performance, a Level B KPI Failure is indicative of management failure and a Level C KPI Failure is indicative of total failure to deliver the Authority's objectives. A repeat of a KPI Failure within one Contract Year of an earlier KPI Failure in respect of the same Key Performance Indicator will result in the escalation of the level of seriousness of that repeated KPI Failure to the next Level.

4 Complaints notice

On each occasion that a Performance Failure at Level 1, or Level 2 is noted, a complaints notice (example Appendix C) will be issued to the Contractor detailing the nature of the Performance Failure the level of seriousness allocated to it, and the time limit within which the Performance Failure must be rectified. Should the Contractor fail to remedy the Performance Failure within the specified time limit or where the Performance Failure is Level 3 the Authority may issue a Default Notice (example Appendix D).

5 Default notice

On each occasion that a KPI Failure at Level A or Level B is noted, a complaints notice (example Appendix C) will be issued to the Contractor detailing the nature of the KPI Failure the level of seriousness allocated to it, and the time limit within which the KPI Failure must be rectified. Should the Contractor fail to remedy the KPI Failure within the specified time limit or where the KPI Failure is at Level C the Authority may issue a Default Notice (example Appendix D)

6 Consequence of complaints notice

(Subject to paragraph 8) in any Payment Period falling in any Contract Year after the first Contract Year the Authority shall be entitled to deduct £300 from the next Monthly Payment in respect of each Performance Failure or KPI Failure the subject of a complaints notice issued in the previous Payment Period that is not remedied as required by the relevant complaints notice.

7 Consequence of Default Notice

(Subject to paragraph 8) in any Payment Period falling in any Contract Year after the first Contract Year the Authority shall be entitled to deduct £5,000 from the next Monthly Payment in respect of each Performance Failure or KPI Failure the subject of a Default Notice issued in the previous Payment Period. If, after the first Contract Year, three Default Notices are issued in any 12 month period that will constitute Contractor Default.

8 Maintenance defect

If the Contractor is able to demonstrate that the Performance Failure or KPI Failure that gave rise to the issue of a complaint notice or a Default Notice was attributable to any failure of the Authority to comply with the provisions of Schedule 11 (Maintenance) or was attributable to maintenance being carried out at the Facility concerned by or on behalf of the Authority or was otherwise attributable to a need to close all or part of a Facility to protect the health and safety of Users then the relevant complaints notice or Default Notice shall be void.

Schedule 6

	Performance Criteria	KPI Failure Level	Rectification period	Specification Reference	Monitoring Frequency (times/year)	Exceptions / Notes
1.	The Contractor ensures that access to swimming pools is provided to all local schools under a statutory duty to provide swimming lessons	C	24 hours	1.9	On occurrence	Except where the relevant pool is closed for maintenance
2.	The Contractor uses suitably trained and qualified staff to provide the Services and meets the Disclosure and Barring Scheme as required by legislation	C	Immediate	1.27	On occurrence	
3.	Meeting rooms are charged for at no more than on a cost recovery basis when used by town or parish councils	C	Immediate	1.16	On occurrence	
4.	A comprehensive swimming programme is provided to meet the demand for Learn to Swim	C	Three months	1.20	Monthly	Facilities with pools only
5.	The Contractor allows full and appropriate community access to and participation in the Facilities and activities therein	C	Three months	1.3	annual	
6.	Quest accreditation is maintained at its current level	C	Twelve months	1.6	On occurrence	Excluding Barony Park Sports Complex
7.	There is a 1% annual rise in adult participation (attendances) in physical activity, sport and active recreation.	C	Six Months	1.7	Annual	
8.	There is a 1% annual rise in children and young people aged 16	C	Six months	1.7	Annual	

	Performance Criteria	KPI Failure Level	Rectification period	Specification Reference	Monitoring Frequency (times/year)	Exceptions / Notes
	years and under participating (attending) in physical activity, sport and active recreation.					
9.	There is a 1% annual rise in participation (attendances) by adults and children with a registered disability in physical activity, sport and active recreation.	C	Six months	1.7	Annual	
10.	The Contractor keeps all Facilities open during Minimum Opening Hours	C	20 minutes	1.19	Daily	
11.	Overall User satisfaction with the Services as measured in annual customer surveys carried out by the Contractor does not fall below User satisfaction as last measured	C	Annual		Annual	
12.	The Contractor ensures the Authority is aware of all major incidents within 12 working hours of occurrence	B	Immediate	1.17.2	On occurrence	
13.	Having achieved the Level 2 ('Registered') IFI Mark for each of the Facilities that level is maintained at the relevant Facility throughout the Contract Period.	B	Twelve months	1.6		Excluding Crewe Pool
14.	There is an annual increase in the number of volunteering hours in leisure and wider community settings and support	B	Twelve months	1.7	Annual	

Schedule 6

	Performance Criteria	KPI Failure Level	Rectification period	Specification Reference	Monitoring Frequency (times/year)	Exceptions / Notes
15.	The Contractor shall operate and administer a comprehensive and effective User comments and feedback system	B	Three months	1.13	Daily	
16.	The Contractor shall operate and administer a comprehensive and effective User complaints and feedback system	B	Three months	1.13	Daily	
17.	The Contractor shall ensure the Facilities are “visibly clean” at all times.	A	24 hours	1.12	Daily	
18.	The Contractor shall provide a comprehensive customer service charter	A	Three months	1.13	Daily	
19.	The Contractor shall manage Shared Use Facilities in accordance with the relevant Shared Use Agreement	A	24 hours		On occurrence	

Appendix A**Indicative Monitoring of Leisure Centre Facilities & Example of Monitoring Visit Proforma**

Weekly – unannounced visits to all sites & special events (various times of the day including early mornings & evenings & weekends)

Cleanliness & Presentation of facility

Visual management (posters, signage etc)

Faults/minor maintenance

Check programme

Paperwork – pool test sheets, accident forms, CCB, correspondence, FRB, survey results

Staffing levels

Quality/Quest/Chartermark updates

Compliance with two tier workforce regulations

Standard of sports equipment

Quarterly - pre-arranged visits to all sites on a rotational basis

Maintenance

Decoration

Planned & unplanned maintenance

Yearly programme update

Plant/mechanical DDA compliance

Quarterly – Formal meetings with trust representatives to review contract progress

Half-yearly – pre-arranged visits to all sites to review Health & Safety including representatives from recognised trade unions

COSHH

PPE

Fire Alarms/Emergency lighting

Staff Training records

Accident form review

Safety Management systems

Risk assessments

Fire Extinguisher servicing

Examination of records, equipment, installations, processes and procedures relating to hygiene, public health and Health & Safety

Example of Monitoring Visit Proforma

Centre: _____

Date: _____

Assessor: _____

Time: _____

Representative _____ of _____ Centre _____ in _____ attendance/on duty: _____

General	Acceptable ✓ /x	Finding	To comply by	Complaint Number & date issued
Entrance to site is clean & Presentable				
Correct programme is running				

Customer comment cards are available & process being completed				
All clocks show the correct time				
All lights are working				
Hand driers are working				
Vending machines are full, clean & working				
Seating is in good condition				
Showers & hand basins have not water				
Radiators are working and building is Sufficiently heated				
Individual areas are to the required environmental levels				
No outstanding maintenance items				

Health & Safety

Appropriate PPE is being worn by Staff				
Adequate precautions are being taken to protect staff, customers and contractors				
Suitable chemicals are being used & Stored correctly				
Slip/trip hazards are not present				
Quarantine store is being correctly Used				
Equipment is being stored and used Correctly				
Staff are trained in the correct use of Equipment				
Faults have been recorded and actioned				
Sports equipment is in good condition				

Visual Appearance	Acceptable ✓ /x	Finding	To comply by	Complaint Number & date issued
The Reception desk is tidy and contains up to date information				
Posters are up to date and appropriate for display				
Leaflet racks are full with up to date Material				

Cleanliness

Visual Appearance	Acceptable ✓ /x	Finding	To comply by	Complaint Number & date issued
Glass is clean				
No litter				
Toilet rolls & soap in all toilets				
Drain covers are clear				
Litter bins are not full				
All areas are swept, mopped, ledges Are dust free, mirrors are clean				
Reception Area				
Male toilets				
Female toilets				
Wet changing rooms				
Male changing rooms				
Female changing rooms				
Swimming Pool				
Teaching Pool				
Shapes/Fitness Room				

Sports Hall				
Squash Courts				
Bar				
Creche				
Ancillary Room				
Corridors				

Paperwork

Pool tests are carried out, up-to-Date and within parameters				
Accident book				
Correspondence file				
Fault report book				
Cleaning check list				
Audit trails are clear				

Staff	Acceptable ✓ /x	Finding	To comply by	Complaint Number & date issued
Staff are in uniform, smart and distinctive				
Managers & receptionists are Wearing name badges				
Staff have appropriate qualifications				
Facility Management board is up to Date				
Sufficient staff are on duty				

Customer Satisfaction	Acceptable ✓ /x	Finding	To comply by	Complaint Number & date issued
Customer comment book				
Survey results				

Appendix B

Specimen Agenda for Quarterly Core Meetings

1. Apologies for absence
2. Minutes of previous meeting
3. ESAR report
 - Previous monthly performance update
 - Everybody healthy update
 - Membership figures
 - Events
4. Monitoring results
 - Visits
 - Feedback from Customers
 - Complaint/Default notices
5. Marketing
6. Health & Safety
7. Building Maintenance
 - Planned Programme
8. A.O.B.
 - Variations to contract
 - New initiatives
 - Programme changes
 - Survey results

Appendix C**Everybody Sport and Recreation Limited****Complaints Notice**

Complaints Notice No _____

Date _____

Reference _____

Descripti on							
Addition		Substitutio n		Alteration			
Omission		Method		Timing			
Permane nt		One-off job					
Works to be completed by							

Signed _____ for the Authority
 Signed _____ for the Contractor

Appendix D

Everybody Sport & Recreation Ltd**Default Notice**

Date _____ Reference No _____ Notice Number _____

Complaint Notice cross ref. _____ Any Previous Default Notice
No _____ (if applicable)Four Week Period Week Ending _____ Specified date for
Rectification _____

Level _____ of

Seriousness _____

I hereby give notice under Clauseof the Contract that:

1. Defective work specified on Complaint Notice No___ has not been completed in accordance with the Contract by the date mentioned in the Complaint Notice.
2. The following Service pursuant to the Contract has not been completed in accordance with the Contract .

Delete option not applicable *

No.	Location	Nature of Failure	Value	Level

Date _____ Signed _____

Designation Director of Strategic Commissioning as
defined by the ContactThe defective work was not completed but an extension of time allowed at the
same level. New rectification date _____

Date _____ Signed _____

Default Notice issued (date) _____

Date _____ Signed _____

PROJECT DOCUMENTATION

END PROJECT REPORT**Benefits Realisation**

Name of Benefit	Type	Comments	Date Benefit expected to be achieved	Benefit owner	Current post holder
Financial savings from NNDR relief and VAT;	Financial	The Savings associated with the Project are anticipated at £700k PA	2014 – 2015. Onwards	Client	Mark Wheelton
Access to external grant funding associated with charitable status;	Financial	As part of the trusts business plan they will explore all grants and funding opportunities in order to increase the quality of the service.	To be reviewed April 2015	CEO(ESAR) to implement, client to monitor	P Hartwell Mark Wheelton
Involvement of partners in the trust Board, thus promoting partnership working and coordinated service delivery (for example in relation to health and wellbeing);	Process improvement Service standards	The skills of the board will be utilised in order to drive forward process improvement and enhance the quality of the service further.	Ongoing monitoring of board members and if further skills are needed they will be sourced through recruitment of more Directors	CEO(ESAR) to implement, client to monitor	P Hartwell Mark Wheelton
Involvement of external expertise in the trust Board, promoting sustainability and providing access to required commercial	Process improvement Service standards	As above	As above	CEO(ESAR) to implement, client to monitor	

 acumen;

Greater financial and managerial autonomy, which should result in improved quality of services and pricing in line with market levels;	Process improvement Service standards Financial	Greater focus and scrutiny of figures will result in service improvement, a baseline measurement will be made at the point of transfer and analyzed.	Ongoing from April 2014.	CEO(ESAR) to implement, client to monitor	
Opportunity for community and staff involvement in the management of services;	Process improvement Service standards	The number of volunteers will be measured against the current baseline and measured at year end	April 2015	Client	
Benefits of having a single issue focus;	Process improvement Service standards	A greater focus on Leisure will enable the service to operate in a commercial way without encumbrance of wider Council issues.	April 2015 based on % increase in new business	CEO(ESAR) to implement, client to monitor	
The trust can evolve over time to incorporate other assets and services	Service standards	There is the potential for other services to be included such as Greenspaces and Countryside	Number of new assets/services added each year.	CEO(ESAR) to implement, client to monitor	
Flexibility and ability to respond to a changing market	Process improvement Service standards	Ability to be smarter and quicker in delivering change and responding to new demands and pressures	Customer Satisfaction, take up of services, activity data present as part of the performance monitoring	CEO(ESAR) to implement, client to monitor	P Hartwell Mark Wheelton
1% annual rise in adult participation (attendances)	Service standards		Monitored Annually	CEO(ESAR) to implement, client to	P Hartwell Mark

in physical activity, sport and active recreation			monitor	Wheelton
1% annual rise in children and young people aged 16 years and under participating (attending) in physical activity, sport and active recreation	Service standards	Monitored Annually	CEO(ESAR) to implement, client to monitor	P Hartwell Mark Wheelton
1% annual rise in participation (attendances) by adults and children with a registered disability in physical activity, sport and active recreation.	Service standards	Monitored Annually	CEO(ESAR) to implement, client to monitor	P Hartwell Mark Wheelton
Annual increase in the number of volunteering hours in leisure and wider community settings and support (Target to be defined annually by the Authority in conjunction with the Contractor)	Service standards	Monitored Annually	CEO(ESAR) to implement, client to monitor	P Hartwell Mark Wheelton

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BUSINESS PLAN 2014/17



providing
'Leisure for Life'

Registered Charity Number: 1156084

'helping people to live well and for longer'

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Introduction

Welcome to the first business plan for our new sport and recreation charity providing leisure services for the Cheshire East area

The purpose of this business plan is to communicate our long term vision and strategic aims, together with the organisational values we hold dear and our key priorities for service delivery over the next three years.

Everybody is a brand new charitable trust which already has a pedigree of success and public service, inherent in our staff, in delivering leisure opportunities to local people.

As we change from being a Council-run service into an independent charity for the public benefit, this legacy gives us a great foundation of skills, expertise and experience on which to build.

Everybody Sport & Recreation is determined to improve services still further and grasp this once-in-a-lifetime opportunity to build a new company geared to help people live well and for longer.

Our over-riding purpose is to provide 'leisure for life'. Of course we will strive to provide a better quality of life and a longer life for everyone, but crucially, we are also seeking to make participation in leisure a habit for a lifetime too.

If we can help achieve that longer-term ambition, alongside our communities and partners, we can be proud to say that we have helped change lives through the power of, and participation in, active recreation.



Andrew Kolker
Chairman (on behalf of the Board
of Trustees)



Peter Hartwell
Chief Executive

Our Vision & Strategic Aims

At Everybody, we don't just believe in getting more people, more active, more often – that goes without saying! In order to make a real impact on the health and social issues affecting our communities, we need to target our efforts and our service offer. Only in this way can we make participation in leisure and recreation an important part of everybody's day to day lives, whatever their ability or need.

Our simple vision of providing 'Leisure for Life' seeks to make participation in any recreational activity an enduring habit from the earliest years to later life, helping people to live well and for longer.

To guide what we do, we have developed five strategic aims, all of which will help us achieve more and be the best we can be.

1
**Grow an
ethical and
sustainable
business**

2
**Provide a
great customer
experience**

3
**Develop our
people to be
the best**

4
**Build strong
communities
and effective
partnerships**

5
**Change
lives through
healthy
recreation**

1. Grow an ethical and sustainable business

The 'Everybody' brand is already well established across the Borough in all 15 leisure centres. We will develop this further by introducing a range of new initiatives or sub-brands to meet customer needs and improve our service offer to the public and our partners.

Over the first year of operation we will ensure the Trust has a sound financial base from which to expand the business and take advantage of new service opportunities, external funding and grant streams in future years.

We will seek, in all of our activities, to be an ethical organisation recognising our role as good stewards of the resources for which we are responsible.

Strong financial management, clear delegations and robust policies on areas such as pricing, investment and reserves will be key to our success, ensuring the Trust is ready to grow the core business and take on new activities in conjunction with our strategic partners where it makes sense to do so.

We will demonstrate our ability to improve services quickly and as a result, be well placed to expand the scope of our offer to managing other complementary leisure and recreation services such as Countryside, Playing Pitches and Parks & Open Spaces.

In addition, we will work closely with Cheshire East Council to maximise the social and financial return on the planned investment in Crewe Lifestyle Centre as well as the future proposals for a new leisure centre in Congleton and the major refurbishment of Macclesfield over the next 3-4 years.



Crewe Lifestyle Centre Artists Impression

2. Provide a great customer experience

All of our funding, whether directly from users or indirectly via the Council's management fee, comes from our residents. At the same time we know from recent surveys that, in spite of the Council's efforts, only around a quarter of Cheshire East residents use their local centre or are regularly active.

More than ever before, Everybody will need to design and deliver services with the growing needs and expectations of customers and non-users in mind. We need to understand our communities better and tailor our offer to match their requirements. It is vital we understand the existing barriers to involvement in leisure activities for individuals and communities, so that we can create the necessary conditions to actively drive increasing participation at every level and at every stage of life.

We will maintain and improve our leisure industry quality accreditation scores (QUEST) for all that we do in our centres and in our communities. We will develop greater choice and improved opportunities for everyone to access and adopt healthier lifestyles.

Our most recent customer survey showed satisfaction to be at 96% overall which is a great start for Everybody. Planned improvements to our booking system, including on-line access and self-service kiosks in the centres, will modernise our relationship with our customers and help us develop a better offer for the future.

We will develop a new comprehensive Customer Charter, geared to ensure residents value the services we offer, staff are focussed on providing a great experience and are trained to a high level of customer service and care.



"We will develop greater choice and improved opportunities for everyone to access and adopt healthier lifestyles"

3. Develop our people to be the best

If we are to provide the best services we can for our customers and communities, we must ensure all our staff have and are able to apply the necessary skills, expertise and behaviours to help them succeed.

Staff development is crucial if we are to empower them to take responsibility and act in the interests of the company and the customer. We will help staff work with new freedoms and flexibilities and in a culture that rewards innovation and creativity whilst managing risks.

We will carry out an initial skills audit to capture the breadth and depth of our existing capacity and ensure we make full use of this potential quickly. We will also put in place an employee development programme across the whole organisation to drive the required cultural change and support staff to operate effectively in their new charitable business environment.

Everybody will support vocational training and build an apprenticeship programme, investing in the future of our business and providing career opportunities and room to grow.

We will ensure the health, safety and welfare of all our employees, customers and volunteers in accordance with our legal obligations and deliver comprehensive training on the new Health & Safety policy and procedures to ensure safety is at the forefront of all that we do.

Everybody has developed a new set of organisational values (see later) and these will be set at the heart of our training and development activity, ensuring practical skills and essential knowledge is complemented by our behaviours to each other, to our communities and partners and, most importantly of all, our customers.

Communication will be key to building the new team ethos and we will provide forums and structures for this throughout the company so that employees and customers at all levels are properly informed and can effectively contribute to our business and plans.



“Everybody will support vocational training and build an apprenticeship programme”

4. Build strong communities and effective partnerships

We recognise that we can have far greater impact on our outcomes when we work closely with partners who share a common purpose. We all face the challenges of limited and sometimes diminishing resources which are often under pressure from competing priorities. However, together we can achieve more when joined up thinking is turned into shared delivery and collaboration.

To achieve this, Everybody Sport and Recreation will review its current partnership arrangements and seek to develop a number of strategic alliances with key partners including Cheshire East Council, NHS and Clinical Commissioning Groups & GP's, Sport England, StreetGames, Housing Associations and local Schools.

In addition, we will continue to work with other agencies to develop new, or strengthen existing, operational relationships that help enhance our capacity to deliver, including Cheshire Constabulary, Cheshire Fire & Rescue Services, local community groups, the voluntary sector, the wider education sector, Sports Governing Bodies and Town & Parish Councils.

We will exploit all opportunities to connect to Local, National and International Campaigns and Events. In particular, the UK is in an unprecedented 'decade of sport' during which world class events will be staged in Britain and we anticipate being involved where these events are in our area. We will also actively seek to bring national and international events, athletes and programmes to our area. We have seen the 2012 Olympic legacy take hold locally and future events bring with them further fantastic opportunities to get more people involved in sport and recreation, at all levels and across all communities. These events include;

2014 Commonwealth Games (Queen's Baton Relay 31/5/14)
2015 Rugby Union World Cup
2019 Cricket World Cup.

Our facilities are an essential part of the communities they serve, with almost 3 million visits per annum by local people. Our joint-use centres in particular have a key role within their areas, bringing together the school and the wider community centred on a shared experience of participating in sport and recreation.

Everybody will seek to work with all local schools, community groups and local Councillors to build on this relationship and ensure all our centres operate at the heart of their community, delivering against local needs.

Through our leisure development work we will support local clubs and help develop a comprehensive network of coaches and volunteers to sustain and grow sport, play and active recreation opportunities within all communities.

In addition, we will directly deliver local programmes and activities such as Street Sports & Street Play and Activ8 in targeted neighbourhoods and with specific user groups based on need and customer preference.

"We will exploit all opportunities to connect to Local, National and International Campaigns and Events"

5. Change lives through healthy recreation

We have all seen how the power of sport and recreation can transform lives, whether this is through actively taking part or simply supporting others to get involved as a coach, volunteer, parent, teacher or friend.

Leisure, sport & recreation builds confidence and self-esteem, develops life skills, strengthens community spirit, improves health & wellbeing, promotes social skills, reduces offending, helps with employment prospects, raises educational standards and inspires everyone to reach their full potential.

No other service is capable of achieving so many positive and sustainable impacts on such a wide-range of social outcomes.

Whilst all this seems to be self-evident, common-sense even, to those involved in leisure every day, Everybody will need to play a leading role in promoting and demonstrating the effectiveness of investment in our services. We will need to reassure service commissioners from client organisations tackling issues such as public health, community safety, economic regeneration and community development that every £ spent getting people active represents excellent value-for-money and delivers real benefits for individuals, communities and society.

Sport & recreation brings people together from all walks of life, of all abilities and across all generations. It is a powerful force for good that we need to harness and deploy to change all our lives for the better.



"Sport & recreation brings people together from all walks of life, of all abilities and across all generations"

Our Values

Fit For The Future

We will give everyone the opportunity to train and enhance their skills by encouraging people to develop themselves and others. Creating and promoting 'careers in leisure'.

Working As One

We will all work to the common goal of providing "Leisure for Life" and support each other in all we do.

Trusted And Honest

We respect and value the input of every person and at all times act with integrity and respect.

In The Service Of Others

We will provide first class facilities and services that are well maintained, inviting and valued by our customers.

Free To Do Our Best

Our culture and business processes will support people to act on their own initiative - with innovation being recognised and rewarded.

Caring For All

We will actively seek to involve everyone in all communities, working in partnership and with a passion for people.

An essential part of establishing Everybody as an independent charity was to develop a new set of organisational values. These six themes have been produced through a series of staff and Trustee workshops and they will guide our actions over the coming months and years ahead.

If we are to succeed in delivering on our mission and strategic aims, we will only do so by working with these values at the heart of all that we do.

Who We Are...

Everybody Sport & Recreation is a company limited by guarantee with charitable status, formed in March 2014 from the transfer of the leisure services portfolio of Cheshire East Council. We are an independent 'not for profit' organisation and re-invest any surpluses into services and facilities.

Everything we do will seek to support our charitable objects, as set out in our Articles of Association and demonstrate a public benefit. Our objects are;

"the provision or assistance in the provision of facilities for recreation or other leisure time occupation in the interest of social welfare such facilities being provided to the public at large save that special facilities may be provided to persons who by reason of their youth, age, infirmity or disability, poverty or social or economic circumstances may have need of special facilities and services" and;

"the promotion and preservation of good health including but not limited to through community participation in healthy recreation"

Everybody is responsible for the day to day management of a range of facilities and leisure development activity through the staff and senior management team. (Appendix A)

Strategic direction is provided by the independently appointed Board of Trustees in accordance with the contract and funding agreement with Cheshire East Council. The Board has ultimate responsibility for the governance of the Trust and supports and challenges the senior management team.

There are 11 Trustees on the Board, all of whom are local volunteers with a wide variety of professional backgrounds from various sectors. They bring a wealth of expertise and experience to help shape and improve our services. (Appendix B)



"We are an independent 'not for profit' organisation and re-invest any surpluses into services and facilities"

What We Do...

The fifteen leisure facilities managed by Everybody Sport and Recreation Trust are the main component of the Trust's wider offer to enhance the health and quality of life of the residents of Cheshire East, as well as those who work in or visit the area. (Appendix C)

With almost 3 million visits each year from all ages and almost 8,000 members across the borough, the leisure centres provide programmes and activities that contribute enormously to the social, educational and economic life of the community and to the physical and mental health and wellbeing of local people.

By providing targeted initiatives in those areas of greatest need, whatever the cause, we will actively seek to reduce health inequalities across the Borough. At the same time, sport and recreation will help tackle anti-social behaviour and assist with town centre regeneration through greater participation, events and activity resulting in increased footfall in our centres.

Involvement in sport and active recreation has the potential to enable everyone to gain access to an avenue of activity and social networks which will remain with them throughout their lives, for some it will lead to performance at the highest level.

Our development programme ensures that pathways and structures are in place to enable people to learn basic skills, participate in an activity of their choice, developing their competencies and reach levels of performance according to their individual aspirations and ability.

Everybody Sport & Recreation will put in place the building blocks and create the right conditions so that sport, play and active recreation can flourish at all levels. Through effective partnerships we will introduce people to active recreation opportunities, teach them the necessary skills and give them the opportunity to participate and enjoy leisure at their own level - whether this is simply playing in a local park with friends, joining in at their local leisure centre or even, representing their country.



"Almost 3 million visits each year from all ages and almost 8,000 members across the borough"

It is accepted that greater participation in any leisure, recreational or sporting activity helps improve the quality of life and the health of the individual, as well as tackling broader community issues such as reducing incidences of anti-social behaviour (ASB) and crime.

However, in spite of significant investment over the years, health inequalities remain, starker than ever in some areas of Cheshire East and ASB continues to blight some communities. This does not mean that previous spending has failed to deliver but it does demonstrate that we are not always successfully matching our service offer and prioritising spending to the needs of customers and communities.

The move to a charitable trust will require us to drive innovation in delivery and product development, think differently and act quickly to shape what we do and how we do it to truly meet the needs of local people.

In the first few months after transfer, Everybody will develop a marketing strategy aimed at getting a better understanding of our customers and local residents. This will enable us to target our offer, refine our prices and direct our investment plans to fit the character and distinctiveness of our communities and facilities. Our 'Marketing Mix' will cover;

"Everybody will develop a marketing strategy aimed at getting a better understanding of our customers and local residents"



Product – Through improved external research, trend monitoring, usage analysis and customer feedback, we will ensure that the product is what the customer wants, not what we think they want.

Price – Pricing needs to be competitive and reflect the needs of the communities served by Everybody. The approach to pricing needs to react quickly to competitors or sudden changes in use. Pricing will also be used as a tool to encourage loyalty and more efficient methods of payment such as Direct Debits, memberships and online bookings.

Place – Our facilities and external locations need to be maintained to a high quality with a strong brand presence. Whether our activities are taking place in our own facilities or in a community setting, it should strike the right balance between professional and welcoming. Regular brand audits will be undertaken to ensure that the Everybody brand is being portrayed consistently and that buildings standards are maintained.

Promotion - Everybody will have a major focus on digital marketing from the outset, web use and social media presence (particularly on Facebook) is relatively high in Cheshire East, therefore the website will be the first point of contact for all customer information and communications. The new website uses a responsive design template and will have a large emphasis on online transactions such as bookings.

Social media will play a key part in keeping our customers informed, allowing instant communication with over 10,000 users already subscribed to existing social media channels. Traditional media channels remain important and good working relationships with local and regional media outlets will be maintained and enhanced where necessary. Print will continue where appropriate though it is anticipated that the quantity of traditional printed leaflets, brochures, posters will decrease further.

People – Leisure is a service industry and its success relies on a high quality of service delivered by staff at all levels. It is essential for Everybody to not only have staff who are fully trained but also people who are right for the job. Staff will require detailed product knowledge and an increased focus on retaining existing customers and driving new memberships.

Process – Our processes need to become more customer focussed to allow users to make transactions in a variety of ways without any unnecessary delays, whether dealing with us in person, by phone or online. Online transactions are expected to increase, as are other self-service tools such as kiosks, this increased online use will free up members of staff to deal with customers who need more personal assistance.

Physical Evidence – Everything tangible relating to our services will be smart, professional and correctly branded, whether it's a simple letter, through to a detailed welcome pack or brochure. Facilities will be clean, tidy and well decorated as well as appropriate to the activities taking place.

Everybody has an annual turnover of over £10M, £7.5M of which comes from customer fees and charges. The balance of around £2.5M is the management fee from Cheshire East Council.

We employ over 700 people working across the Borough and support a network of over 400 volunteers. Despite the recent years of recession, leisure income has increased year on year due to improvements in membership offers and capital investment in facilities.

Responsibility for all property costs, including energy and utilities, will remain with the Council for the time being and be reviewed each year.

In addition, Cheshire East Council has plans to invest over £32M in new facilities in Crewe and Congleton and a major refurbishment for Macclesfield over the next 3 to 4 years.

Everybody has a number of financial challenges to face in the short-term including achieving further income growth of 4% in 2014/15 as well as preparing for the future years efficiency target of 3% reduction per annum to the Council's Management Fee.

Whilst the initial scope includes the Leisure Centres and Leisure Development team, Everybody will seek to expand the business from 2015 to include other complementary services such as Countryside and Sports Pitch management in accordance with the original Options Appraisal Report and Business Case agreed by the Council's Cabinet in June 2013.

Everybody will operate in a new financial environment, one which staff are generally unfamiliar with, particularly in regard to charitable accounting and VAT exemptions. As a result it will be necessary to have strong financial controls in place to manage expenditure and monitor performance on income generation.

A new suite of financial, procurement and contract rules will be developed and all appropriate staff will receive the necessary training to equip them for these new demands.

If we are to grow our service offer and target our investment plans and spend, management accounts will be a vital tool to ensure we understand our cost base better and its relationship to income and activity levels.

Financial systems and information will be critical to our day to day business efficiency and longer term success. We will review the current Oracle system during 2015 and ensure we have the correct financial information architecture to support our decision making, reporting requirements and regulatory returns.

We are reliant on earned income, membership fees and the Council's Management Fee to generate working capital and support our investment plans. In order to deliver on planned 'quick wins' and promote growth, we will also consider different sources of finance and borrowing to fund new initiatives and business expansion.

Summary Income & Expenditure



INCOME

	£000	£000
General Fees & Charges	(7,209)	
Grants (within Restricted Funds)	(345)	
Operational Management Fee	(2,139)	
Support Services	(617)	
Total		(10,310)

EXPENDITURE

	£000	£000	£000
Employees:			
- Permanent Staff	5,767		
- Casual Staff	1,640		
- Training	87	7,494	
Transport:		53	
Premises:			
- Business Rates		161	
Supplies & Services:			
- Leasing Payments	157		
- Equipment Purchase and Maintenance	72		
- Chemicals	51		
- Insurances	130		
- Unrecoverable VAT	351		
- Cleaning Supplies	57		
- Sports & Games Equipment	74		
- Stock for Resale	74		
- Hired & Contracted Services	252		
- Other	636	1,849	
Third Party Payments:			
-Reimbursement of Income Collected		31	
Support Services Bought Back		617	
Total			10,210
Contribution to Reserves			(100)

Performance

We will support the Council in the achievement of the following local targets:

- 1% annual rise in adult participation in physical activity, sport and active recreation calculated on attendances.
- 1% annual rise in children and young people aged 16 years and under participating in physical activity, sport and active recreation calculated on attendances.
- 1% annual rise in participation by adults and children with a registered disability in physical activity, sport and active recreation calculated on attendances.
- Annual increase in the number of volunteer hours involved in leisure and wider community support

The baseline performance data will be calculated during the first year of the Trust in 2014-15. We will benchmark our performance with other leisure operators nationally, including the private sector, and working with our Auditors, develop a range of meaningful impact measures for each of our strategic aims.

The recent UKactive survey 'Turning the Tide' found that in Cheshire East around one quarter of the population are failing to achieve just 30 minutes of moderate exercise each week, resulting in 228 premature deaths per year with an annual cost of over £50M to the local authority.

At the same time, the Sport England survey suggests that only a third of local people actively participate in sport and recreation. Whilst initially disappointing statistics, these surveys do suggest there are real opportunities for the Trust to improve this baseline position in the future.



Performance

We will monitor customer satisfaction through the annual survey and ongoing mystery shopper visits and customer feedback. Staff morale will be crucial to our future success and we will look to build on the post-transfer optimism and carry out a staff survey in year one.

Financial performance will be monitored at each facility and for each service or product to ensure continued investment is justified and appropriate services are developed and enhanced.

Everybody will seek to develop an appropriate methodology to analyse the social return on investment and measure the benefits achieved against the broader health and community outcomes we are seeking to impact.

Overall performance will be formally reported to the Trust Board and to Cheshire East Council on a quarterly basis including a comprehensive Annual Report.

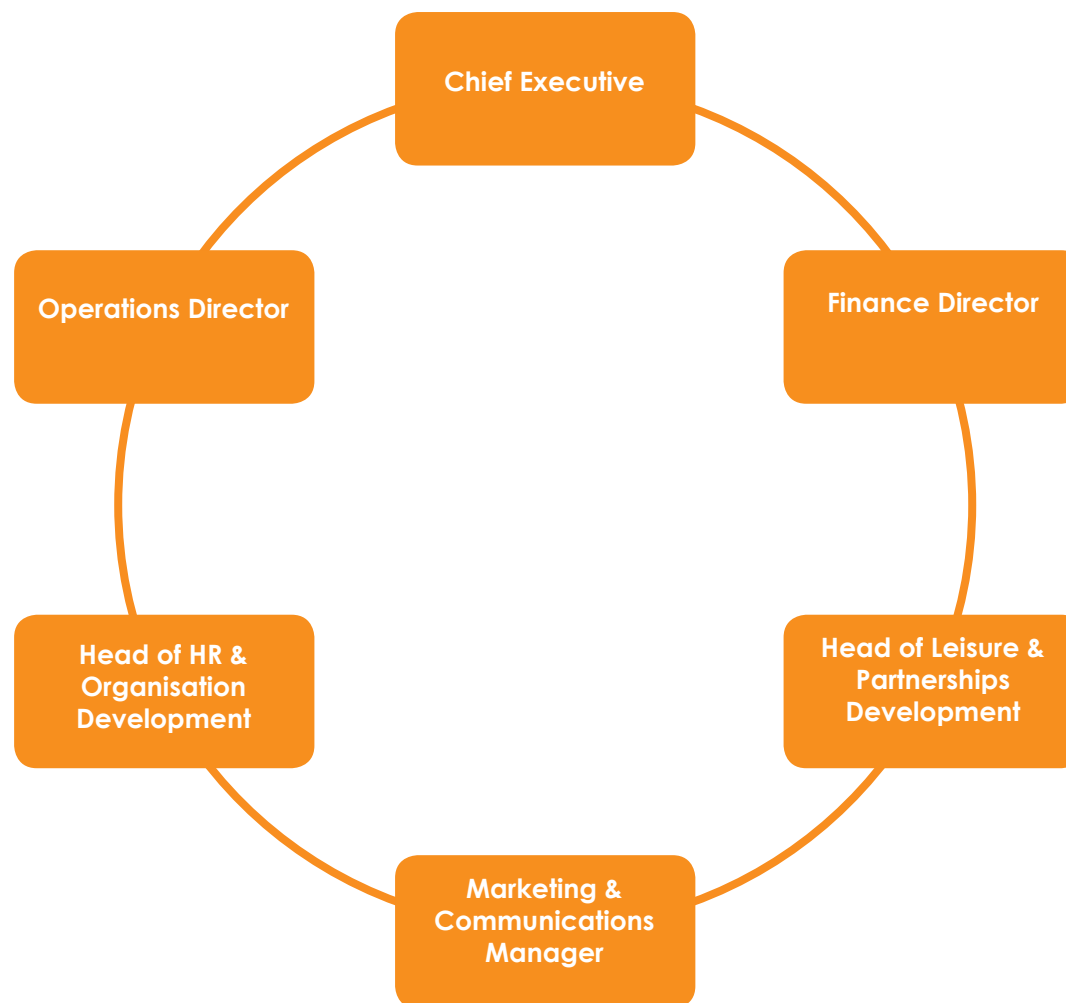
Stories of individual success, activities that have made a difference to local communities and team achievements will be captured and reported alongside the quantitative data to provide a comprehensive view of delivery and impact against our mission and aims.

During our first year of operation we will develop our approach to managing and improving our knowledge base and strengthen our systems and processes, capturing meaningful information that gets to the heart of our performance against the strategic aims and helps us prioritise our actions.

An initial set of base performance measures will be developed in 2014/15 to ensure what we measure accurately reflects the impact of our activities on our overall mission statement. The priority will be to measure the effectiveness of what we do against the broader social outcomes we are seeking to influence. This 'so what?' test will ensure we deliver a real difference to stakeholders and measure what matters most to local people.



Senior Management Team



Trustees and Company Information

Registered office Everybody Sport & Recreation
3rd Floor, 1 Ashley Road,
Altrincham, Cheshire
WA14 2DT

Company Number 8685939

Registered Charity Number 1156084

Bankers Barclays Bank
1, Churchill Place,
London,
E14 5HP

Solicitors BWB
2-6 Cannon Street,
London,
EC4M 6YH

Auditors Appointment underway

The Board of Trustees

Mr Andrew Kolker
(Chairman)
Ms Gill Benning
Mr Phil Bland
Mr Colin Chaytors
Mrs Zoe Davidson

Mr Andy Farr
Mrs Christine Gibbons
Mr Martin Hardy
Mr Harry Korkou
Mr Richard Middlebrook
Vacancy

Chief Executive Mr P M Hartwell

Company Secretary Oakwood Corporate
Services
3rd Floor, 1 Ashley Road,
Altrincham,
Cheshire
WA14 2DT

List of Leisure Facilities

The following list details the leisure facilities managed by Everybody Sport & Recreation:

- Alsager Leisure Centre
- Barony Park Sports Complex
- Congleton Leisure Centre
- Crewe Swimming Pool and Fitness Centre.
- Holmes Chapel Leisure Centre
- Knutsford Leisure Centre
- Macclesfield Leisure Centre
- Middlewich Leisure Centre
- Nantwich Swimming Pool and Fitness Centre
- Poynton Leisure Centre
- Sandbach Leisure Centre
- Shavington Leisure Centre
- Sir William Stanier Leisure Centre
- Victoria Community Centre – Oakley & Cumberland Arena
- Wilmslow Leisure Centre

In addition, with the planned £32M capital investment over the next three years by Cheshire East Council for Crewe, Congleton and Macclesfield, Everybody Sport & Recreation will manage the new facilities in those towns once they are completed.



“Almost 3 million visits each year from all ages and almost 8,000 members across the borough”

Delivery Plans 2014 -16

Strategic Aim 1: Grow an ethical and sustainable business

Delivery Plan Ref No:	Key Description	Timescale (Lead)
1.1	Investigate and maximise external funding opportunities, which are aligned to our strategic aims and directly benefit our communities & customer demands.	Ongoing (JW / GB)
1.2	Work with CEBC to secure the planned 'Phase 2' expansion of the business to include Countryside services, PRow and Playing Pitches.	Oct 2014 (PH)
1.3	Undertake a fundamental 'product review' of everything we currently deliver in order to devise a product led & customer driven improved offer.	Dec 2014 (GB)
1.4	Develop an investment strategy for all facilities – to complement the Local Authorities capital investment in key facilities and takes advantage of developer contributions. Produce a programme of local improvements and quick wins for the whole Trust estate.	March 2015 (PH / FD / OD)
1.5	Develop a comprehensive suite of organisational strategies, policies & business systems to enhance & shape the leisure offer and to help support the organisational culture.	July 2015 (FD / TB)
1.6	Undertake and demonstrate social return on investment (SRI) analysis for all key products and services.	Sept 2015 (FD / GB)
1.7	Build our organisational infrastructure and capability - to enable the scope of our services to be increased and establish the foundation for future growth.	Oct 2015 TB / FD

Appendix D

Strategic Aim 2: Provide a great customer experience

Delivery Plan Ref No:	Key Description	Timescale (Lead)
2.1	Maintain and wherever possible, increase our quality accreditation (QUEST) for all sites and services delivered, including achieving Inclusive Fitness Initiative where appropriate.	Ongoing (OD)
2.2	Develop a modern customer charter that reflects how customers wish to communicate with us - seeking to achieve 100% compliance on all response standards and enhance wider engagement.	Sept 2014 (JW)
2.3	Implement a targeted and community/market-led pricing policy which seeks to maximise participation and respond to emerging competition.	Sept 2014 (GB / JW)
2.4	Research all market segments and local community needs to help develop a tailored customer offer(s) for everyone at every age.	Oct 2014 (JW)
2.5	Develop a flexible marketing & communications strategy, optimising all technological & innovative solutions as well as exploiting traditional channels.	Dec 2014 (JW)
2.6	Develop a Members Retention and Management Plan (including customer loyalty proposals) to look after and grow our membership, reducing the current annual membership turnover of 40%.	March 2015 (JW)
2.7	Continue to develop the Xn Booking System, exploiting on-line functionality and reception based self-service kiosks to improve the customer experience and increase opening hours.	March 2015 (JW / OD)

Strategic Aim 3: Develop our people to be the best

Delivery Plan Ref No:	Key Description	Timescale (Lead)
3.1	Develop our Volunteer programme to increase development opportunities in order to support the delivery of clubs, organisations and community groups, along with our full product offer.	Ongoing (GB / TB)
3.2	Create a working environment which promotes the health, safety and wellbeing of all our people.	Ongoing (TB/PH/OD)
3.3	Develop a People Strategy which drives organisational change and shapes our new valued-driven culture - engaging with 'all' people representing the Trust.	Oct 2014 (TB/PH)
3.4	Implement a modern and flexible pay & reward scheme, which recognises high performance and key contribution from all teams and individuals.	Dec 2014 (TB)
3.5	Become a Learning Organisation by creating learning and development opportunities for all our people and enable our teams to gain skills & share our best practice delivery to the community and partner organisations.	Sept 2015 (TB / GB)
3.6	Develop a 'leisure academy' by supporting a range of opportunities within our communities for employment, apprenticeship/work placement, training and continuous professional development.	Oct 2015 (TB)
3.7	Be an employer of choice within our local labour markets and a leading employer within the industry & sector – attracting and retaining the best people.	March 2016 (TB)

Strategic Aim 4: Build strong communities and effective partnerships

Delivery Plan Ref No:	Key Description	Timescale (Lead)
4.1	Provide advice and expertise to clubs, organisations and community groups to access funding opportunities in order to develop their existing and new facilities/services.	Ongoing (GB)
4.2	Develop the offer of high profile national sport and health campaigns as a key tool to connect with our local communities.	Ongoing (GB / OD)
4.3	Deliver local programmes and activities in targeted neighbourhoods and with specific user groups based on need customer preference.	Ongoing (GB)
4.4	Build effective relationships with schools to enhance the educational and community offer of sport and recreation and help manage the transition from the existing Joint-Use Agreements with CEBC.	Dec 2014 (PH/GB/OD)
4.5	Identify and develop our new partnership network locally, regionally and nationally across all sectors.	Dec 2014 (GB / OD)
4.6	Undertake a full partnership review to ensure cost effectiveness and strategic / local relevance to delivering our Strategic Aims	Feb 2015 (PH / GB)
4.7	Place our facilities at the heart of the local community to work with the local authority and partner organisations to develop valued community 'hubs' and services, working with CEBC where appropriate.	March 2016 (GB)

Strategic Aim 5: Change lives through healthy recreation

Delivery Plan Ref No:	Key Description	Timescale (Lead)
5.1	Make a key contribution to 'social behavioural change' in our communities by engaging people in sport and recreational activities and achieve a sustainable impact on a range of social outcomes.	Ongoing (OD/GB)
5.2	Identify and support talented athletes to maximise their development and help achieve their optimum goals through appropriate pathways.	Ongoing (GB)
5.3	Develop 'lifestyle' offer with CEBC Adult Social Care team to vulnerable and disabled customers, ensuring safeguarding responsibilities are fully implemented.	Ongoing (OD)
5.4	Work with CEBC Children & Families Service to develop a funded package of services to help fulfil their 'Corporate Parenting' responsibilities and improve their participation in a range of leisure and recreational activities for Cared for Children.	Sept 2014 (GB)
5.5	Integrate the proposed transfer of further recreational services, including Countryside and PRow, with existing Leisure Centre services to provide a holistic, varied leisure offer to residents and visitors.	March 2015 (PH)
5.6	Develop and manage a tailored programme of activities – targeting those who are inactive (circa 25% of population) or do not currently benefit from participation in sport & recreation.	Sept 2015 (GB / OD)
5.7	Identify, recognise and promote the achievements of individuals who make a positive difference to people's lives and/or inspire others to do so through sport & recreation.	Annually (JW/GB)

**Everybody Sport and Recreation
Quarterly Monitoring Report
2014/15
Quarters 1 & 2 - 1st April 2014 to 30th September 2014**

APPENDIX 5

Content:

Key Participation & Performance Update
Leisure Development
Bikeability Programme



Everybody Sport and Recreation
Key Participation & Performance

2014/15
Quarters 1 & 2 - 1st April 2014 to 30th September 2014

* Target = 1% uplift on previous year's actual attendance

Participation Q1 & Q2	Target *	Actual	Variance
Adult	570,148	554,622	-15,526
16ys & under	493,192	472,874	-20,318
60 Years +	73,931	58,150	-15,781
Disabled	New category	6,302	
Total Attendance	1,393,193	1,347,457	-45,736
Comment: Attendance figures are now extracted from the new single leisure management system and are more accurate than those produced from merging the three former district council legacy systems. In accordance with the contract, the revised baseline figures will be established this year for future comparison.			

Quest	Alsager	Congleton	Crewe	Holmes Chapel	Knutsford	Macclesfield	Middlewich	
Assessment Level	QE	QE	QE	QE	QP	QE	QE	
Score	S	S	S	S	G	S	R	
	Nantwich	Poynton	Sandbach	Shavington	Sir William Stanier	Victoria	Wilmslow	Leisure Dev
Assessment Level	QE	QE	QE	QE	QE	QE	QP	QP
Score	S	S	S	S	S	S	S	G

Quest 2014

Quest Assessment Levels:

Banding Options per Assessment Level:

QE Quest Entry

U nsatisfactory; R egistered (previously S atisfactory)

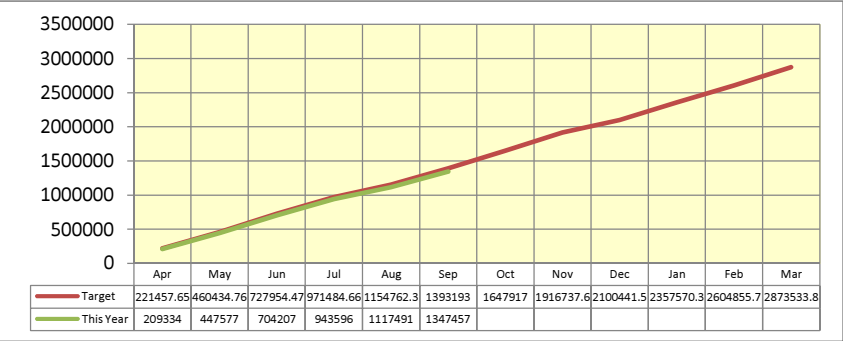
QP Quest Plus

U nsatisfactory; S atisfactory; G ood; E xcellent

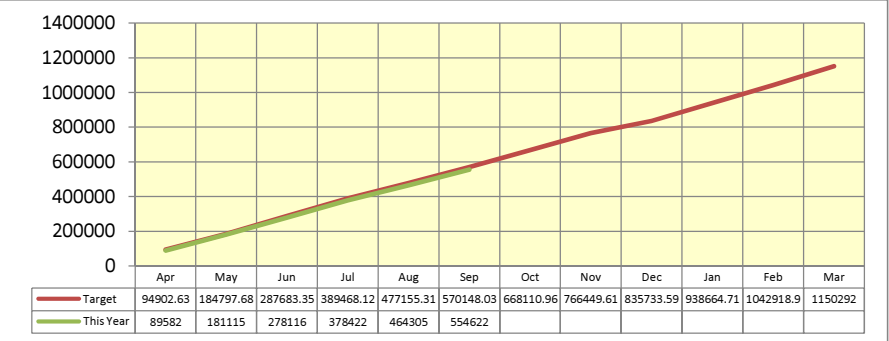
QS Quest Stretch

O utstanding

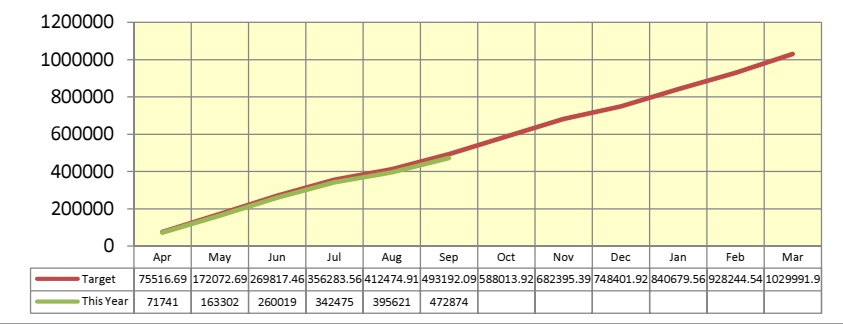
Total Attendance:



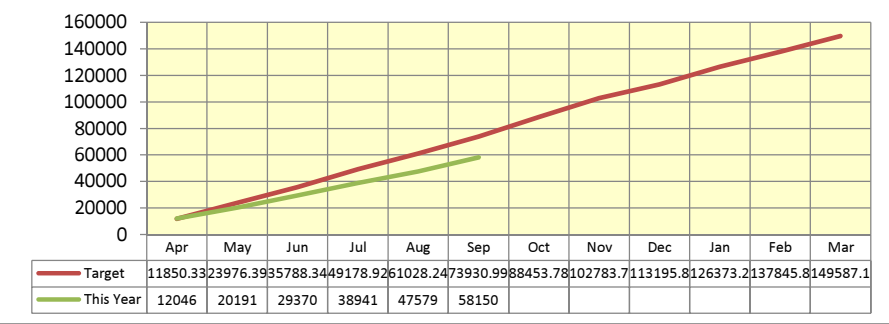
Adults:



Junior:



Senior:



Everybody Sport and Recreation
Leisure Development

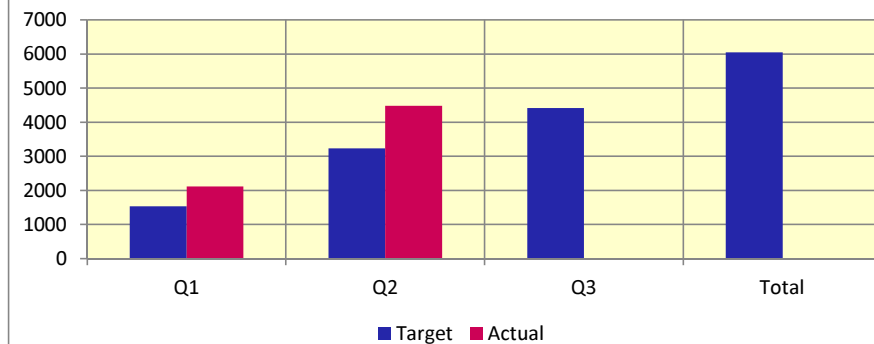
2014/15

Quarters 1 & 2 - 1st April 2014 to 30th September 2014

Volunteer Hours	Target	Actual	Variance
Total Hours Q1	1,531	2,113	582
Total Hours Q2	1,704	2,365	661
Total to Date	3,235	4,478	1243
<u>Comment:</u> Q1: Boosted by Commonwealth Queens Baton Relay in May. Q2: Includes time at Glasgow Residential by 4 project leads & volunteers.			

Quest:	
Leisure Development	
Assessment Level:	Quest Plus
Score:	Good
Date Achieved:	18.3.14

Leisure Development
Volunteer Hours



Bikeability Programme

Contact: Declan O'Regan

	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Year to Date
No. Schools Visited	8	11	21	20	0	22							82
No. Young People:													
Level 2	204	265	574	459	25	544							2071
Level 3	0	60	0	20	2	56							138
Total	204	325	574	479	27	600	0	0	0	0	0	0	2209

Comments:

August

Delivery remains on track, as despite the number of those trained being low over the August month, this is as a result of school holidays, and is a common occurrence each year which we expect to see. Those trained in August came from summer camps and also from a Young Carers Project.

Everybody Sport & Recreation – ‘the first five months....’

Report on progress for period 1/5/14 to 30/9/14:

In order to determine the early progress of the new charity, we must first understand the benefits we set out to achieve. In short these were;

- Financial savings of over £1.2M per annum - achieved
- Improved services for local people - underway
- “emancipate staff” - underway
- Protect front-line services – achieved and ongoing
- Blend our social conscience with commercial acumen - ongoing
- Seek new investment – underway and ongoing
- Business expansion with complementary health & well-being services – disappointment at loss of ‘Phase 2’ Countryside proposal

As an independent charity, the challenge for Everybody is to make the best use of the new freedoms to determine what is needed, how to respond to that need and whether what we do has had any real impact.

The single biggest change required to achieve all this is to the inherited organisational culture. There is no doubt that morale has improved since transfer and optimism for the future remains remarkably high. Managers and staff are only just beginning to get used to the freedoms now given them. They are gradually responding to the new ways of working, re-building their confidence and taking responsibility. We are on our way.

Similarly, the transferred support services of HR and Finance have changed their approach from the ‘monitoring and policing’ of services to genuine support and advice to assist delivery at the front-line.

The Trust Board continues to operate at a strategic level, setting policy and direction. The Board has met monthly since transfer and has now moved to the regular bi-monthly meetings. Three Committees have been established covering ‘Finance & Risk’, ‘People & Governance’ and ‘Customers & Partners’. These Committees meet quarterly to review performance, set policy and make any necessary recommendations to the Board.

There is one vacancy on the Board. A skills audit will be undertaken to identify the experience required for the recruitment of a new trustee and this process will be undertaken under the auspices of the People & Governance Committee.

The Board have recently agreed the final Business Plan 2014-17, setting out our mission and strategic aims to align with the shared vision with CEBC of ‘helping people to live well and for longer’.

The organisational values have been developed by all staff and the Board and these now form the basis of our new PDR process. They will be used to develop the new pay & reward framework later this year.

The Board have previously approved the proposed 'Phase 2' expansion plans in accordance with the original Options Appraisal and Cabinet Report of 30/6/13. This proposal sought to integrate all complementary indoor and outdoor 'health & wellbeing' services and allow a much improved financial and service offer to local people. It is therefore disappointing that the recommendation from the recent commissioning review has determined not to progress this opportunity further.

A Strategic Risk Register has now been completed with the input of staff, managers and the Board and this will guide our delivery as well as our financial policies and training plans. Key risks include a need to improve our understanding of local community needs, respond to private sector competition and manage planned reductions in the Management Fee.

A fundamental 'Product Review' is underway to ensure what we do is relevant to the needs of customers and non-customers, delivers our mission and aims and ensures the company is financially sustainable. This is a critical exercise which will shape the new charity, modernise our service offer, anticipate future trends and steer our investment priorities.

Alongside the Product Review, we are developing our marketing strategy and pricing policy, aimed at getting more of the right people, more active, more often – targeting the estimated 25% of the Cheshire East population who are inactive.

All existing policies and procedures (and there are many) are being reviewed and revised. A number of new policies are being developed too as a result of our charitable status and governance arrangements including Safeguarding, Financial Reserves and Data Protection.

Headline achievements and progress includes;

- Xn System development – online bookings, 5x self-serve kiosks, online payments
- Commonwealth Baton Relay – event success 31/5/14
- Volunteer of the Year: Daniel Masser – NW and National Award Winner
- Review of Opening Hours – Centre Staff-led, Macclesfield & Wilmslow
- Staff Newsletter – 'Everybody Matters' launched
- Monitoring Visits – satisfactory or good results for all sites inspected
- Company Secretary appointed – Oakwood Corporate Services
- Recruitment of Director of Finance completed

- New PDR process implemented based on new delivery plans and corporate values
- Developing 'quick-win' investment plans for Knutsford, Shavington and Sandbach.
- Joint Health & Safety Group established – first meeting held 21/7/14
- Joint Consultative Panel established – first meeting held 21/7/14
- Recruiting to long-standing vacancies - over 40 permanent jobs in Leisure created
- Started selection process for External Auditor
- Meetings with Joint-Use Heads held 7/7/14 – new partnership relationship sought. Individual follow-up meetings undertaken to explore investment opportunities and shared use arrangements
- Introduction of ESAR 1 T&C's for new starters and existing casual staff
- Issues with Oracle financials product – payroll, financial system, sales invoicing etc. Not appropriate to charitable, business needs.
- PC access being rolled out for all staff following staff stakeholder feedback – first site at Crewe Pool installed.
- New Customer Compliments, Comments & Complaints System introduced with effect from 1/5/14.
- Continue to assist Crewe Lifestyle project and commenced negotiations over future management of facility
- Representation on Project Board for Congleton Leisure Centre investment.
- Influencing development-led investment at Alsager LC to secure improved facilities on existing site and expansion of management offer to new pavilion and pitches.
- Part of Knutsford Academy 'Project Team' for School's ambitious development proposal and agreement in principle to future management of an extended facility.
- National Lifeguard Triathlon success 30/6/14 – largest number of centre teams entered (x7) from any area and individual perfection from Adam Frost (Knutsford Lifeguard) achieving 100% as Men's Individual winner.
- Extension of 'Cared for Children' Membership offer designed to increase current participation levels of circa 10% of children. Funding agreed with Children's Services team
- Introduction of new continuous assessment approach for swimming lessons – estimated to generate additional income, ease administrative burden of scheme and reduce waiting times for classes, allowing progression based on ability and increasing annual 'throughput'

- Annual Memberships increased by over 2,000 since transfer.
- Re-design of Public Health commissioned scheme. 'Everybody Healthy' referral offer to be evaluated by MMU. Pilot Scheme introduced in Crewe & Nantwich targeting 5 lifestyle changes - Healthy Eating, Lose Weight, Increase Exercise, Stop Smoking and Help to Improve Mental Health & Wellbeing
- New Operations Director recruited. Commercial and Charitable expertise and experience secured.
- Bikeability – 2,200 participants achieved to 30/9/14. On target to deliver target of 3,800 for year.
- Over 1.3M visits by Customers since transfer
- £30k investment in new PPE and Uniforms
- Negotiations underway to grow our community offer in Knutsford and manage the 'Sports Barn on behalf of School.
- Investment of £70k in new gym and fitness equipment at Alsager LC
- Investment of £20k in new 'Spinning Bikes' at Wilmslow
- Financial targets – on track to achieve first years planned outturn
- Volunteering hours up by over 35% (4,478 against target of 3,235)
- Everybody Website launched and developed – online bookings and payments introduced
- 'Heart Safe' Gym Awards – National Finalists
- Staff Skills Audit underway – discovering potential and developing opportunities
- 'Two Ticks' Award – recognition as an employer, positive about employing disabled people
- Review of Christmas and New Year opening hours – based on customer requirements not cost-saving measure
- Supported CEBC and Alsager High School to secure repairs to floodlighting on artificial pitch over the Summer, ready for start of Hockey season.
- New gym equipment purchased for Shavington LC
- Playing Pitch Strategy and Indoor Facilities Strategy being produced on behalf of CEBC
- Maintained QUEST quality accreditation for all Sites
- New comprehensive Safeguarding Policy for all vulnerable people agreed by Customers & Partners Committee
- Macclesfield LC – supported business case for planned CEBC Capital Programme investment 2015-16 of £5M

CHESHIRE EAST COUNCIL

REPORT TO: Health and Adult Social Care Overview and Scrutiny Committee

Date of Meeting: 6 November 2014
Report of: Director of Adults' Social Care and Independent Living
Subject/Title: Deferred Payment Policy Cover Report
Portfolio Holder: Councillor Janet Clowes

1.0 Report Summary

- 1.1 This is a cover report for the Deferred Payment Policy which makes recommendations to the Committee and provides background on previous work carried out by the Adult Social Care Policy Development Group.

2.0 Recommendation

- 2.1 That the Committee note the changes that have been made to the Deferred Payment Policy brought about by the Care Act 2014
- 2.2 That the Committee support the amended Deferred Payment Policy and provides any comments that it feels need to be taken into consideration

3.0 Reasons for Recommendation

- 3.1 The Council is required to make changes to a variety of its policies as a result of new rules brought about by the Care Act 2014

4.0 Background

- 4.1 On 18 November 2013 the Deferred Payment Policy was presented to the Adult Social Care Policy Development Group for consideration. At the meeting the Policy Development Group expressed its support for the policy but it was also acknowledged that changes would need to be made to the policy once the Care Act came into force earlier this year. The attached policy document highlights the changes that are being made to the policy in light of the new legislation.

5.0 Access to Information

The background papers relating to this report can be inspected by contacting the report writer:

Name: Alison McCudden
Designation: Client Finance Manager
Tel No: 01270 371191
Email: alison.mccudden@cheshireeast.gov.uk

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PROCEDURE TITLE	Deferred Payment Policy
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PURPOSE	The purpose of the Deferred Payment Policy is to explain the parameters and process applied when the Council allows Adult Social Care customers the opportunity to defer charges against the value of their property.
SCOPE	Commissioned long term residential or nursing care services externally provided – applied where a customer has a property interest which does not fall to be disregarded. This policy is followed by staff involved in dealing with the deferred payment and legal charge processes and offered to customers (or their legal representatives) in long term care supported by Cheshire East Council with appropriate property interest.
POLICY SUPPORTED	Debt, Charging Policy and Write-off Procedures
RESPONSIBILITIES	Care Manager Financial Assessment Officer Client Finance Contracts
ENQUIRY POINT	Alison McCudden, Senior Manager – Support to Social Work
KEYWORDS	Deferred Debt, Deferred Agreement, Debt Recovery, Enforced Sale

PROCEDURE APPROVAL			
APPROVED BY		POSITION	Director
SIGNATURE	Version 5/amc/21.10.14	DATE APPROVED	

COMMUNICATING WITH CUSTOMERS OR CARERS

When following this policy, if you need to communicate with customers or carers, it is essential that the communication is made in a way that is understandable to them. For example, where people may be from a different ethnic origin, it is essential to find out whether or not their first language is English. If it is not, it will be appropriate and essential to enquire whether written or spoken communications need to be, or would best be, in their first language.

If the customer has a learning disability, you will need to make sure that any written communication is in an appropriate form, for example 'easy read', and consider whether it would be advisable to have an Advocate available for any discussions.

Our Communication and Information Strategy requires that we should make information accessible to all. We have, therefore, contracted with a number of organisations to provide translation and interpretation services, and to transfer information into alternative formats such as large print or Braille. If you are unsure about the conventions which are acceptable to people from other cultures or religions, guidance is available from Communications: communications@cheshireeast.gov.uk.

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Deferred Payments and Legal Charges

1. Definitions & Abbreviations

Assessed Contribution	– the amount that the customer is required to pay towards the cost of their eligible need residential accommodation.
CRAG	- Department of Health Charging for Residential Accommodation Statutory Guidance.
Deferred Payment Agreement (DPA)	<p>- DPAs are offered by Cheshire East Council and operate under Section 55 of the Health and Social Care Act 2001. DPAs are a consensual agreement between the customer and the Council that enables the customer to defer payment of that portion of their assessed charge that relates to the value of the property, i.e. they cannot defer the portion of the charge that they are deemed liable to pay due to other capital and income. The documentation consists of a DPA Application Form and a Written Agreement, which is registered as a legal charge.</p> <p>A customer may be offered the opportunity to defer some of their full cost charges against their property interest. Cheshire East Council will offer this option only in circumstances where the customer is in full agreement, is willing to pay assessed weekly contributions, accepts the Council's charge for the service, has the capacity to manage their own finances or has appointed a legal representative to act on their behalf through the Court of Protection and agrees to settle promptly at the end of the agreement and in accordance with statutory guidance. Where there is no such agreement or cooperation the Council will withdraw the offer and charge for care services at the full cost. Legal proceedings may result in debt recovery actions for non payment or in some cases may result in the Council's debt being secured through a land registry restriction and enforced sale actions being pursued.</p>
Options Form	– This is the form the Customer completes in order to apply for a Deferred Payment.
HASSASSA	– Health and Social Services and Social Security Adjudication Act 1983.
Customer	– The customer receiving the service, and where appropriate, the term 'customer' shall also include reference to any person who has power of attorney, acts as next of kin, friend or is entitled to act on behalf of the customer.
Legal Charge (LC)	– A legal charge is applied to a property subject to deferred charges. The legal charge prevents the property being sold without that deferred debt being repaid. A legal charge can be invoked without the customers consent in order to secure monies owed to the Council for residential services provided where the customer won't pay. It cannot be applied where the debt has accrued because of non-

payment of assessed charges, other than related to care home provision. The Council cannot force someone to sell their property during their lifetime, but it does mean that when the property is sold the Council have registered a financial interest in the proceeds of the sale. The Council's deferred offer requires provision to be made to settle the debt promptly.

Written Agreement

- The written agreement is the document signed by the customer and sealed on behalf of the Council and registered against the Individual's property as a legal charge. It does not come to an end until 56 (fifty six) days after the death of the customer or until the date of a termination notice from the customer to the Council. The Council cannot terminate a DPA.

Top up

- A top up is usually covered by a Third Party and not by the customer from their income or capital. Where a third party agrees to pay the care home top up, a formal agreement should be entered into between the Care Home and the Third Party. Third party top up can not be paid from the customer's capital or income.

Where a care home offers to defer the top up, then the Council would expect the Care Home to defer all charges without the need for Council support. Where there is a Council DPA in place - it is expected that all Council debt will be covered as first priority at the end of the agreement.

In some cases a customer may choose a care home with a higher weekly price than that agreed by the Council in their Standing Offer Contract.

In some cases, the customer who has opted to defer charges against the property interest may be allowed by the Council to defer the weekly top up. This would only be acceptable where:

- The property is being actively marketed and
- There is sufficient equity in the property to cover the full cost of the care home's price for a minimum of three years.
- Once the Customer's capital is exhausted and they can no longer afford to pay a top up the customer may have to move.

Form A Restriction

- In order to enter into a DPA Cheshire East Council must be able to register a legal charge on the property in order to secure its interests in relation to the deferred debt. The requirement for a legal charge to secure the debt owed to the local authority is set out in section 55 of the Health and Social Care Act 2001.

Some properties may have a Restriction registered on the Proprietorship Register part of the Title Register, for example where there are Tenants in Common. ~~In some circumstances the effect of this Restriction will be that the legal charge cannot be registered on the Title Register. In these circumstances it will be necessary for the client/representative and/or the co-owner(s) to co-operate with Cheshire East Council in order to ensure that the legal charge can be~~

~~registered on the Title Register. If the client/representative or the co-owner(s) do not co-operate with Cheshire East Council within a specific timescale requested, the Deferred Payment offer will be withdrawn.~~ In these circumstances it is necessary for all the legal owners of the property to sign the Deferred Payment Agreement in order to register a Legal Charge. If there is only one legal owner of the property then it will be necessary for the legal owner to remove the Restriction. If the legal owner(s) do not co-operate regarding this issue a Deferred Payment Agreement cannot be offered.

Administrative Charge - The Council levy's a one off charge to cover the cost of dispersals – this charge is deferred and subject to repayment along with the deferred charges and any interest that applies. The admin charge is payable on all deferred arrangements regardless of their duration as the costs of land registry checks and legal time are included.

2. Purpose

This guidance will affect those customers who are assessed as needing permanent residential/nursing care and are either:-

a). Unable to pay their full contribution because property that they own or have a legal interest in and which must be taken into account as it takes their assets over the upper capital limit as defined by Department of Health statutory charging guidance, has not been sold.

Or

b). Unwilling, or have otherwise failed to pay their assessed contribution, and have property which they own, or have a legal interest in, that the Council can register a financial claim against as part of usual debt recovery procedures. In such cases the Council would seek to secure it's debts through the placing of a Land Registry charge and debt recovery procedures.

3. Eligibility

3.1 Who the local authority may offer a DPA to:-

- The customer must have received a community care assessment which confirms their eligibility to have their needs met in a long term residential care home, with or without nursing care.
- The customer must have insufficient income and **savings or other assets** ~~other assets~~, other than the value of their property, to meet the cost of their care (see CRAG for mandatory and discretionary disregards).
- Due to the loss of capacity the customer may not have the ability to enter into a DPA nor have access to finances, if they have not appointed a Lasting Power of Attorney previously. In these circumstances the council will expect a Court of Protection Deputy to be appointed to act in the customers interests and will not offer to defer charges until the deputy is appointed.
- The customer does not wish, is unwilling, or is unable, to sell the property quickly enough to meet the full cost of their care.
- The customer must have sufficient equity in their property, together with other income and assets, after discharge of any existing mortgage; sufficient to meet the criteria for sustainable self-funding of at least three years otherwise an alternative, cheaper care home may be necessary.

- DPAs are discretionary. The Council will only offer a DPA to applicants with mortgages if they have sufficient equity. Equity in the property must be sustainable for at least three years, with sufficient funds to discharge both their commitment to the mortgage and sufficient equity or resources to also discharge their DPA liabilities. Customers must be able to establish to the Council's satisfaction that they are able to meet the commitments for both.
- The customer must disclose to the Council any equity release schemes they have entered into.
- The Council will take into account the size of any DPA. A high level of a DPA in any customer case may limit the Council's ability to enter into other DP arrangements. The Council's aim is to assist as many people as they can with DPAs, however, the Council's ability to finance DPAs cannot be permitted to have an adverse effect on its ability to discharge its other Community Care functions
- A DPA will not be offered to customer's entering residential accommodation for respite or a temporary period. Any temporary placement that becomes a permanent arrangement may be offered a DPA at the point that a decision is taken to remain on a permanent basis
- DPAs will not be used where capital or assets are disregarded as set out in section 7 of CRAG apply, please see the link at the Department of Health website for the complete CRAG which is updated annually. <https://www.wp.dh.gov.uk/publications/files/2012/10/Updated-CRAG-guidance-20121.pdf>
- DPAs will only be offered following a financial assessment by Client Finance If the customer fully co operates with the financial assessment officer in a timely manner they will be told their weekly charge within two weeks. Full cooperation will only be deemed as met if the customers responds to the initial Statement of Finance letter and responds to the Council within the two weeks stipulated. If there is no response the customer will be charged at the full cost and no DPA will be offered. It is expected that the assessed weekly charge is paid promptly on invoice; any accruing debt would cause the council to reconsider the DPA offer and raise all charges at the full cost.
- If the property is jointly owned as joint tenants, and is not disregarded, the Council will only offer a DPA if all joint tenants (owners) sign the DPA and agree to be bound by the arrangement to discharge the debt when it falls to be repaid.
- Cheshire East Council will expect prompt payment of deferred charges at contract end and will take action to enforce the sale of the property if felt appropriate and necessary.
- The customer will be expected to provide a formal valuation of the property.

As DPAs are discretionary the Council reserves the right to suspend consideration of any new applications for DPAs temporarily, to avoid getting into financial difficulties, the customer would be charged at full cost and debt recovery action will be followed. The Council's ability to finance DPAs cannot be permitted to have an adverse effect on its ability to discharge its other Community Care functions.

4 Legal Context

- The Health and Social Care Act 2001 (Section 55) enables local authorities to operate DPAs to allow customers to defer the sale of their home where that home will be needed to fund care home fees and where both parties agree to enter into a DPA
- It also allows a DPA to be offered to customers who decide to sell their home, but are unlikely to achieve a sale quickly enough to meet the full cost of the care home fees where the customer is willing to enter into a DPA
- The power of the Council to offer DPs is a discretionary one, and as the cost of funding them comes from the Individual Commissioning budget, all requests must be considered by panel.
- The power of local authorities to place a LC is under section 22 of HASSASSA and can be invoked when a debt, relating to non-payment of assessed charges for residential care, has accrued and all other debt recovery procedures have not resolved the issue. This is a

procedure that is entirely separate to the DPA because a DPA is only possible where entered into by agreement by both parties.

- CEC will charge a one off administration fee to cover dispersal and administration of £400.00
- Local authorities have the power to charge for services under various legislation.
- Residential accommodation provided under Section 21 of the National Assistance Act 1948 is subject to charging. The charging procedure is governed by the rules in the National Assistance Act 1948, the National Assistance (Assessment of resources) Regulations 1992 and the Charging for Residential Accommodation Guidance commonly referred to as CRAG. The regulations often refer to and cross reference with the Income Support (general) regulations 1987. Section 22 of the National Assistance Act 1948 states that a persons ability to pay is assessed at either the standard rate being the total cost to the Local Authority or the lower rate depending on a persons resources.

5 Procedures

5.1 Care Manager will carry out a care assessment to confirm whether the customer has needs that are appropriately met by a long term placement in residential accommodation. Where this is the case, the Care Manager will request a financial assessment. The Care Manager will inform Client Finance whether or not the customer has capacity under the Mental Capacity Act by completing an appropriate referral to Income and Charging and will identify the legal financial contact. Once it has been identified that the customer needs are to be met in permanent long term care, the twelve week property disregard starts, this is regardless of whether or not the customer is receiving services at that time.

5.2 The Client Finance Assessment Officer will aim to carry out a financial assessment within two weeks of notification from the Care Manager that a financial assessment is required, to ascertain after the 12 week disregard period has elapsed, whether:-

- The customer has sufficient capital excluding the property to be a self funder (in which case The customer would not be eligible for Local Authority support)
- The customer will not have the funds to pay for their place in long-term care without the proceeds of the sale of their property.
- What the assessed charge payable from income is and what amount can therefore be deferred.

If the options form is not signed within the twelve week period then the customer will be charged full cost.

5.3 Where the customer will not have the means to pay for their place in long term residential care without the proceeds of the sale of their property, the Financial Assessment Officer (FAO) will discuss the option of DPA with the customer, and leave the options letter with the customer, advising that the offer expires at the twelve week point. The FAO will advise the customer in writing to seek independent legal and financial advice before proceeding. Client Finance will input information into the panel decision making process to ensure joined up decision making. The Client Finance Assessment Team will complete the financial assessments up to the end date of the 12 week disregard period. Following assessments will be dependant on the return of the options letter agreeing to sign up to a DPA, the option expires at the end of the twelve week period and a full cost charge will be implemented. This will be monitored by the Client Finance Debt Team to ensure continuity. The FAO will carry out a Land registry search to establish legal ownership of property and will seek evidence of legal financial management.

5.4 Cheshire East Council applies the rules set out in the CRAG issued by the Department of Health on an annual basis.

If property is jointly owned then the value of the customer's interest in a property can be regarded as capital. It is calculated using the following procedure:

- Ascertain the market value of the whole of the property
- Divide the property value in accordance with each interest in ownership to give the value of the specific interest. For example, if there are two owners of the property, the whole value will need to be divided by two.
- Subtract the value of the specific interest by 10% of its value to account for the cost of sale
- This final amount will give the value of the interest in the property

In relation to jointly owned property Cheshire East Council will consider the requirements set out in The Trusts of Land and Appointment Act 1996 to establish if a share in the property has a value to be regarded as capital in the financial assessment. It will be necessary to ascertain whether the circumstances regarding joint ownership are such that a court would be in a position to grant an order for sale in the event of an application to court being made. ~~a creditor could apply to court and successfully obtain an Order for Sale in order to sell the property and receive their entitlement of the proceeds of sale.~~ If the circumstances are such that a court would be in a position to grant an order for sale In these circumstances the the property will be regarded as capital.

If the property is subject to a trust that precludes/prevents **circumstances regarding property ownership are such that a court would not not grant an order for sale** then the property will not be regarded as capital.

In conclusion, it will be necessary to consider this test in relation to all cases where there is joint ownership of property so it can be ascertained whether the interest should be regarded as capital. Please note that the CRAG Rules do provide that the local authority can use its discretion to disregard property as capital and so the use of discretion will be considered in each case.

5.5 When a decision is made to regard a property or interest in a property as capital in the financial assessment of a customer, it is possible that the customer or those representing the customer disagree with the decision made. If this is the case then the customer or those representing them have the opportunity to **request that the decision is reviewed by the Director of Adult Social Services and Independent Living**. ~~appeal the decision. The process is as follows:~~

- ~~1) When Cheshire East Council makes its decision to regard the property or interest in the property as capital, a letter will be written to the customer or those representing the customer to confirm this.~~
- ~~2) If the customer disagrees with the decision they must inform the Financial Assessment Officer within 14 days of receipt of the above letter. Client Finance will then write to the customer providing written reasons for Cheshire East Council's decision.~~
- ~~3) If the customer disagrees with the written reasons they can send a written appeal to the Client Finance Manager within 14 days of receipt of the written reasons. This appeal must be in the form of a letter and it must enclose any additional evidence that the customer wishes to rely on. If the customer requires an extension of time to send a written appeal they must request this extension of time in writing. A decision will then be made by the Client Finance Manager as to whether there are merits to extend time.~~
- ~~4) If a letter of appeal is received by Cheshire East Council it will be passed via the Client Finance Manager to a panel including Social Care Senior Management, to consider the merits of the appeal and make a fresh decision or confirm the original decision. This decision will be made within 28 days of receiving the letter of appeal.~~

5.6 Where a customer does not have capacity and an application to register a Deputy, an Enduring Power of Attorney (EPA) or Lasting Power of Attorney (LPA) has not been made to the

Court of Protection, or is in the process of being made, the Client Finance Debt Team will monitor progress with the EPA or LPA regularly and raise a full cost charge if no legal representative has been appointed within twelve weeks. The Financial Assessment Officer/Care manager will obtain evidence to confirm that the EPA or LPA has been registered. The Care Manager will be kept informed. The Council can, in exceptional circumstances, take steps to appoint a Deputy for a customer through a national framework.

5.7 Where a request for a DPA is refused, the Council will write to the Customer to inform them of the refusal and the reason why. Refusal could include:-

- The Council does not have sufficient funds to bear the cost.
- The equity in the customers property is insufficient to maintain them in their placement for more than three years (if not a full cost charge would therefore be raised).
- The cost of the DPA would be disproportionately excessive.
- The property is jointly owned and the co owners refuse to join into the DPA.

A customer may appeal against a refusal for a DPA by stating their case in writing to the Client Finance Manager who will make recommendations to panel. The appeal will be considered by the panel within two weeks of receiving notification of the refusal. The panel will consist of the Client Finance Manager, The Social Care Service Manager and will be escalated to the Head of Service, Business Support and Challenge and the Adult Director in exceptional cases.

5.8 Where a request for a DPA is agreed and the request has been approved, the Legal Team will send the Customer a Written Agreement for signature and return (within two weeks), along with a covering letter. The letter will advise the Customer to seek independent legal and financial advice before proceeding. The Legal Team will be responsible for contacting the Customer regularly for an update until either the Written Agreement is signed and returned, or the Customer that they will not be proceeding with the DPA in which case the full cost charge will be applied. The Council may cease their contract with the care home where the LPA is unwilling to sign the DPA and if they feel it necessary, inform the Court of Protection of any concerns where a customer's best interest do not appear to be met.

5.9 The Customer or their legally appointed financial representative will be required to provide **thorough** valuation evidence the current market value of the customer's property to the Council's satisfaction, for example a valuation from the customer's Estate Agent. **Further, the customer or their legally appointed financial representative will need to provide their consent to Cheshire East Council entering the property in order to conduct a valuation.**

5.10 Customers will be required to provide mortgage and equity information where appropriate **so that the true value of equity held in the property can be ascertained. This will include the value of mortgage including interest levels applies, the value of an equity release including interest applied and the value of any secured loan including interest applied.**

5.11 **The customer or their appointed financial representative is required to nominate a 3rd party who can help the local authority to reclaim outstanding deferred debt due in the event of their death.**

5.11 On return of the signed DPA and Written Agreement an invoice for a £400.00 charge will be applied to each DPA, payment must be received on redemption of the DPA. This is the Council's administrative charge to cover the costs of Legal dispersals which is required with all property work involved in setting up and securing legal charges for a DPA agreement regardless of the timescales involved and how long the property is on the market. This fee covers land registry charges as well as administrative and legal costs.

5.12 On receipt of a request for a DPA, the Legal Team will:

- Check that the form is fully completed and follow up any outstanding information or documentation.
- Arrange for the Written Agreement to be signed on behalf of the Council.
- Arrange for the legal charge to be placed on the property.
- Prepare and send the Written Agreement/charge to the Finance team.
- Write to the customer to inform them that a legal charge has been placed on the property enclosing a copy of the DPA and register of title.
- Store the DPA in the Legal Deeds Registry.

5.13 The Client Finance Team will:

- maintain a register of DPAs to include the value of the property subject to the agreement.
- annually review the property value each April to establish equity through:
 - A web site that gives an indication of house prices e.g. nethouseprices.com or Upmystreet.
 - From internal Council asset management valuers.

5.14 Once the level of the deferred charges reaches the value of the property **or the value of the equity in the property** then charges will no longer be deferred and the agreement will terminate.

- The Council will expect the debt to be paid in full as soon as possible thereafter.
- Following the termination of the Deferred Payment Agreement the client will be required to pay the debt owed to Cheshire East Council. If the debt is not repaid immediately the interest will be applied 56 (fifty six) days after the termination of the contract at 5% on base rate. From April 2015 new legislation takes effect and interest applies from day one of the DPA.

5.15 The Client Finance Team will complete and maintain a depletion schedule to estimate the time that the DPA will last and other relevant data. Cheshire East can end a deferred agreement and reassess a customers' charge once equity is exhausted.

5.16 The Council will send an annual financial statement to all customers with a DPA detailing the current level of the outstanding debt and details of their new weekly assessed contribution.

5.17 The Client Finance Team will be responsible for monitoring that the amount of debt can be covered by the remaining equity, especially where as a result of changes in property value or assessed contributions impact on the rate the debt is increasing beyond that originally calculated.

5.18 When the depletion schedule indicates that less than six months remains before the debt exceeds the value of the property above the upper capital limit for self-funding clients, the Client Finance Assessment Team will arrange a re-assessment of the client contribution, including current savings. This will be carried out under CRAG. The customer will be informed of this revised contribution. Welfare Benefits advice will be given at this point as entitlement changes.

6. Process in the absence of a DPA

6.1 Should the customer decline to accept a DPA or, having indicated their willingness to enter into a DPA, not complete and returned the DPA within the twelve week disregard period, unless there are exceptional circumstances which are explained to the Council's satisfaction, then the customer will be invoiced the full cost of the care plus any associated legal costs actually incurred. This may include the one off administration charge of £400.00. Should these invoices not be paid in accordance with the Council's normal payment terms a **LC Land Charge** under section 22 of HASSASSA, or alternative restriction will be placed on the property and debt recovery will follow

Cheshire East Council will reserve the right to commence debt recovery proceedings in order to obtain judgment for the debt and enforcement by way of a Charging Order registered against the property.

6.2 Should the Council be unable to offer a DPA then the customer will be invoiced the full cost of their care. Should these invoices not be paid in accordance with the Council's normal payment terms a ~~LC Land Charge under section 22 of HASSASSA, or alternative restriction will be placed on the property to secure the debt.~~ The Legal Team will update their register and the debt will be ~~pursued through court action if necessary.~~ Cheshire East Council will reserve the right to commence debt recovery proceedings in order to obtain judgment for the debt and enforce the judgment by way of a Charging Order registered against the property. Consideration will then be given as to whether an application for an Order for Sale will be made. The Council may levy the £400.00 legal charge for dispersal costs in these circumstances.

Alternative forms of security when entering into a Deferred Payment Agreement

If the circumstances of a customer are such that they own an asset that cannot be made subject to a Legal Charge registered at the Land Registry, Cheshire East Council has discretion to accept other forms of security. Cheshire East Council will refuse a Deferred Payment Agreement if it is not satisfied that the security offered is sufficient.

A 'second property'

In circumstances where the customer owns two properties and therefore under the CRAG rules would be required to pay the full cost of their care, Cheshire East Council has discretion to enter into a Deferred Payment Agreement in relation to the second property. The process by which the Deferred Payment Agreement is arranged is the same as that set out in the procedure in Paragraph 5.

Item of Value

If the form of security relates to a item of value the customer or their legally appointed financial representative will be required to provide thorough valuation evidence of the market value of the item to the Council's satisfaction, for example a valuation from a qualified valuer. Further, the customer or their legally appointed financial representative will need to provide their consent to Cheshire East Council examining the item in order to conduct a valuation.

It will be necessary for the customer or their legally appointed financial representative to provide annual valuations of the item so that its up to date market value can be ascertained.

STORAGE OF ITEM??

CONTRACT SETTING OUT STORAGE RESPONSIBILITIES AND INSURANCE?

AMENDED DPA?

3rd party guarantor

If the form of security relates to a 3rd party guarantor providing security for the cost of deferred charges the customer or their legally appointed financial representative will need to

Arrange a meeting with the 3rd party and Council

Undertaking from 3rd party

Contract/DPA amendments?

Annual bank statements?

Legal Charge on 3rd party property?
Credit referencing?
Threat of legal proceedings in default. (speak to contracts)

Proceeds of Life Insurance policy

If the form of security relates to agreeing to repay the amount deferred from the proceeds of a life insurance policy the customer or legal appointed financial representative will need to provide:

Life insurance policy documentation including value and conditions
DPA including contract to pay amount to Cheshire East Council.

Other forms of security can be considered by the Council but the Council will have discretion to consider the adequacy of the security offered after considering the circumstances of the customer.

Service Users receiving Community Care Services

Customers may wish to defer the cost of their community care against the value of their property, which ordinarily would be disregarded. In these circumstances Cheshire East Council will consider each individual case to ascertain whether to use its discretion to enter into a Deferred Payment Agreement in order defer part of the costs of community care.

If Cheshire East Council agrees to enter into a Deferred Payment Agreement the procedure set out in this policy must be followed.

AMEND DEFERRED AGREEMENT?
DISCUSS LIMITATIONS ON ENFORCED SALE (STILL RESIDENT IN PROPERTY)

7 Top-ups

7.1 Third party contributions are additional payments over and above the amount the Council considers appropriate to pay to the care home to meet need within the contract. Should the customer wish to choose a care home which levies additional charges (top ups) for hotel services such as en suite facilities and improved quality of accommodation these will need to be met by a third party (usually the family of the customer) and agreed directly with the care home. Top ups cannot be paid for from the customers funds and must be paid by a third party but may in certain circumstance be deferred, they are separate to the customers contribution paid to the Council. Failure to pay third party top up may risk the customer being evicted and having to move to a contract price bed in an alternative care home.

7.2 Formal Agreements/Contracts

Third party contributions are allowed provided that the person making them signs an agreement with the care home. It must be made clear to the third party, and the customer, by Council Officers (Financial Assessment Officer) that failure to pay an agreed top-up may lead to the customer having to move to alternative accommodation at the local authorities agreed rate, where one is available and debt recovery action will be followed by the care home for unpaid top up payments. Increases to third party top ups will be a matter between the third party and the care home.

7.3 Customers making Top-ups

The Council will not usually offer to defer top ups however in certain circumstances it will be considered if the top up is sustainable from the customers assets and the customer is actively marketing the property. Customers are able to make top-up contributions during the twelve week disregard period. Someone who is, in effect, self funding, has the right to exercise personal choice

by choosing to use their own resources, to pay for a place which is above the rate the Council would normally pay to meet the customer need. However, the top-up can only be made from funds, detailed below, that are disregarded under CRAG. These include the disregarded capital amount (£23,250 as at 1st April 2014). This does not affect the tariff income derived from that Capital amount. Hence the tariff income derived from capital between lower (£14,250 as at 1st April 2014) and higher rate (£23,250 as at 1st April 2014) will not be reduced even though this capital diminishes through making top-ups.

7.4 Failure to make Top-Ups

Customers making their own top-up and any person making a third-party contribution should be advised by the Care Manager that failure to maintain these additional contributions may result in the customer being required to move to residential accommodation which accepts the Council's contract rate without top up. Any Legal proceedings for unpaid top up amounts will be made by the care home if necessary.

8 Ongoing Administration

8.1 Ongoing maintenance of the property

- The Council expects property subject to a DPA to be maintained to retain equity, if not the property may be condemned and enforce sale action would follow.
- The reasonable costs associated with securing, insuring and maintaining the property must be met by the customer. In exceptional circumstances the financial assessment may be adjusted by these costs by adjusting the personal expenditure allowance.
- The customer is responsible for ensuring that there is up to date insurance on the property at all times, and provide a copy of the policy if requested by the Council.
- **An annual valuation will be required from the customer or their legally appointed financial representative from the point when the Deferred Payment Agreement commences.**

8.2 Property Updates

The council can periodically check that the property is still owned by the customer.

8.3 Deprivation of Assets

- Anyone who transfers property or savings to another person at a time when they know, or ought to have known, that they will be in need of Local Authority funded care, in order to qualify for financial help from the local authority, is likely to be the subject of the "deprivation of assets" rule.
- If any member of staff suspects that an customer has deliberately given away assets in order to reduce or avoid care home fees, they will commence investigations to establish the facts and when necessary present their findings to the Legal Team for a decision. The Council has the power to treat the customer as if they still have those assets; this is known as notional capital.
- There is no set time limit within which giving away property or savings is treated as deprivation of capital. The most significant factor is to establish the intention behind the transfer. If a "significant" reason, not necessarily the main reason was to avoid paying for care fees the Council has the right of further investigation.

These procedures can also be applied in situations where assets that would have been treated as capital have been converted into those that are not. **If the customer does not agree with Cheshire East Council's decision regarding deprivation of capital they can request that the decision is reviewed by the Director of Adult Social Services and Independent Living.**

9 Letting the Property

9.1 Where the customer does not want the property sold during their lifetime and the property would otherwise be empty they may agree with the Council to let the property under a short term lease. The rental income generated (along with any other income), less any reasonable expenses of letting the property, must be paid to the Council in the customers assessed weekly charge in order to reduce the accruing debt.

9.2 Customer's should be advised that no letting agreement should be entered into or keys given to a prospective tenant before the DPA and LC has been entered into.

9.3 A copy of any proposed tenancy agreement must, in all cases, be approved by the Council's Legal Team. The property may only be let on an assured short hold tenancy if it is to be subject to a DPA.

9.4 If the property is already let, legal advice should be sought before proceeding any further with the DPA.

9.5 A valid buildings insurance policy must remain in place throughout the duration of the DPA and tenancy, and the Council's interest should be noted on the insurance policy.

9.6 In the event that the property is mortgaged, the customer should inform the mortgagee that the property has been let to a tenant; failure to do so could result in a breach of mortgage conditions and potential action by the mortgagee which could affect the security of the Council's interest in the property.

9.7 Properties that are let to tenants must be in good repair and free from significant hazards as defined in the Housing Act 2004. Information and advice is available for customers from the Council's Strategic Housing Team, including home improvement loans which are made available by the Council and by external partners.

10 Sale of Property / Death of customer / ~~Equity exhausted~~-(see 5.14)

10.1 If the property is sold during the agreement term **or the customer dies during the agreement term this will terminate the Deferred Payment Agreement. The Client Finance Debt Team will notify the Legal Team of the completion date and value realised.** The Client Finance Debt Team will update records to calculate the accrued debt which must be re-paid in full from the sale proceeds.

10.2 Once Debt is recovered the Client Finance Debt Team will notify the Legal Team who will remove the DPA or LC from the customer's title.

10.3 In the event of non payment of outstanding debt:

- **If the debt is not repaid immediately then interest will be payable after the termination of the contract at 5% above base capped at 8%. Cheshire East Council reserves its right to commence debt recovery proceedings in circumstances where the debt has not been paid within a reasonable period.**
- Following the death of the customer if after 56 days of the termination of the agreement Probate has not been applied for the **Council will consider referring the matter** to an independent solicitor to apply for Probate and administer the estate **in order to receive payment for the outstanding debt.**

- ~~Once the~~ If an executor/personal representative has been granted Probate or **Letters of Administration** they will have a period of three months to pay the debt owed to Cheshire East Council.
- If the debt **is not paid and the** property has **not been sold** within six months of Grant of Probate, the executor/personal representative will be required ~~to place the property for auction at a price agreed with Cheshire East Council.~~ **to engage with Cheshire East Council and provide evidence of the efforts that have been made to sell the property including what efforts are to be made in the immediate future. Cheshire East Council reserves the right to commence litigation if there is a reasonable belief that insufficient efforts are being made to sell the property.**
- If the executor/personal representative does not co-operate with this process then Cheshire East Council will exercise its discretion when considering litigation.
- If litigation is considered to be appropriate then Cheshire East Council will commence debt recovery proceedings against the executor/personal representative and apply to the court to enforce the sale of the property.

10.4 If the property sale proceeds during the placement and there are sufficient funds for the Customer to become a self funder, Cheshire East Council will end its contract with the care home and the placement will be private and will seek to recover deferred charges.

10.5 The Client Finance Debt Team are responsible for calculating the amount owed and sending out relevant information.

10.6 The Termination Process

The Client Finance Debt Team should send the information to the legal representative or the Executor of the customers estate, with the following information:-

- Actual or provisional debt, broken down to show:-
 - i. amount derived from payment of fees
 - ii. other associated costs (listed by item)
 - Rate of interest to be charged and date of effect
- This should be sent after fourteen days of receiving notice of death.

10.7 If the DPA or LC has not been cleared within Four weeks of the date interest started to accrue, a reminder will be sent by the Client Finance Debt Team as per the Debt Recovery Procedures.

10.8 For those who choose to access the equity in their own property or from an estate of a deceased customer, the Council can signpost these people to appropriate independent financial services to access quality advice around investment for later life care cost planning. Information will be provided on the sale of any property.

11 Monitoring and Review

This policy will be reviewed in Twelve months unless prioritised as requiring one earlier.

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DEFERRED PAYMENTS AGREEMENT

[*see notes attached at **Appendix A** which form part of this Agreement*]

PART A

THIS IS AN AGREEMENT which starts on

.....**20..**

And is made between:

- (1) ("the Resident") and
- (2) CHESHIRE EAST BOROUGH COUNCIL ... ("the Council") and
- (3) ("the Mortgagee") and **[Optional]**
- (4) ("the Co-owner") **[Optional]**

for the purpose of deferring residential care payments owed by the Resident to the Council and IT IS AGREED between the parties (which expression includes All Representatives of the Resident) that the arrangements and/or obligations as are set out and/or contained in the Agreement came into effect on the **day of** from which day all obligations have commenced.

1. RESIDENT'S AGREEMENT

1.1 The Property

The Resident used to live in the following property as his/her only or main residence:

.....
..... ("the Property") [and which is registered at the Land Registry with Title Absolute under Title Number [.....].]

The Resident has a beneficial interest in the Property [subject to a Legal Charge in favour of the Mortgagee] [and which is subject also to the beneficial interest of the Co-owner]. **Optional – delete items in square brackets if not applicable.**

1.2 The Care Home

The Resident has agreed for the Council to make arrangements for his/her residential accommodation, and for the Council, on the Resident's behalf, to enter into a contract with an appropriate care home to this effect under section 21 of the National Assistance Act 1948.

1.3 Delaying Payment of some of the Fees

The Resident understands that he/she is responsible for paying the care home's fees. However, the Resident cannot afford to pay the full fees now because his/her current income is insufficient. The Resident would like to pay some of the fees from now on and the rest of the fees in the future. Fee's include an initial advanced administrative fee of £400 to cover the Council's costs in setting up this agreement. This fee may form part of the deferred payment subject to individual circumstances.

1.4 Who pays what?

The Resident will pay his/her contribution to the Care Home fees from available income, as assessed by the Council.

The Council will pay the balance of the weekly charge to the Care Home.

The amounts payable under this Agreement will vary from time to time, as notified to the Resident by the Council.

The Resident will pay his/her administrative fee to Cheshire East Council from disregarded capital below the lower capital limit.

1.5 Ending the Agreement and Repaying the Council

The Resident understands that he/she can bring this Agreement to an end by giving notice to the Council at any time, in which case he/she will state the day on which the Agreement ends. The Resident will then repay the total amount that he/she

owes the Council up to that date. If the Resident does not, he/she agrees that the Council can charge interest at a rate of 5% per annum above the Bank of England's base rate, subject to base rate remaining below 7.5%. Should base rate increase to 7.5% interest will be charged at Bank of England's base rate plus 1% per annum.

The Resident understands that this Agreement will also end upon the date of his/her death, in which case he/she agrees that his/her estate will pay the total amount that he/she owes the Council up to that date within 56 days of his/her death. If the Resident's estate does not, he/she agrees that the Council can charge interest at a rate of 5% per annum above the Bank of England's base rate from the 57th day after the Resident's death, subject to base rate remaining below 7.5%. Should base rate increase to 7.5% interest will be charged at Bank of England's base rate plus 1% per annum..

1.6 Placing a Legal Charge on the Property

The Resident agrees that the Council can place a Legal Charge on the Property as security for the money that the Council pays for him/her under this Agreement. The Resident agrees to the form of Legal Charge in Part B of this Agreement. The Resident has made evidence of his/her ownership of the Property available to the Council.

1.7 No Other Beneficial Interest

The Resident confirms that there is no other beneficial interest whether by way of mortgage or otherwise affecting the property which will require the consent of any other third party to the creation of the Legal Charge which will be created by this Agreement. **[Optional – If this clause is applicable than the optional sections below entitled Mortgagee and Co-owners can be deleted]**

1.8 Independent Advice

The Resident has been advised by the Council to seek independent legal and financial advice before signing this Agreement.

The Resident acknowledges that before signing this Agreement **[he/she]** received independent legal advice from -----of ----- as to the terms and effects of this Agreement as set out in Schedule 1

2. MORTGAGEE'S AGREEMENT

The Mortgagee acknowledges and consents to the Resident entering into the terms of this Agreement and consents to the registration [at the Land Registry] [of a Land Charge at the HM Land Charges Registry in respect] of the Legal Charge will be created under the terms of this Agreement. **[Optional section – delete if no mortgagee]**

3. CO-OWNER'S AGREEMENT

The Co-owner consents to the Resident entering into the terms of this Agreement. The Co-owner agrees that he/she will join as a party to the creation of the Legal Charge which will be created under the terms of this agreement. The Co-owner agrees that he/she will do all things necessary and sign all forms of consent appropriate to securing the registration of the Legal Charge in favour of the Council under the terms of this Agreement.

The Co-owner has been advised by the Council to seek independent legal and financial advice before signing this Agreement and in this context

'independent advice' means advice from an advisor who is neither related to nor acting on behalf of the Resident.

The Co-owner acknowledges that before signing this Agreement [he/she] received independent legal advice from -----of ----- as to the terms and effects of this Agreement as set out at Schedule 2

[Optional section – delete if no co-owner]

SCHEDULE 1

ADVISER'S CERTIFICATE – RESIDENT/RESIDENT'S AUTHORISED ATTORNEY/RECEIVER

I confirm that:

1. I am a relevant independent legal and financial adviser as defined in the Acts (as defined in Appendix A which forms part of the Agreement between **[insert name of resident]** (The Resident) and) and **[insert name of co-owner or (the Co-owner)]** and Cheshire East Borough Council to which this Certificate is annexed).
2. The **[Resident/ The Resident's authorised attorney/receiver]** has capacity to enter into this agreement
3. I have advised the **[Resident/ The Resident's authorised attorney/receiver]** of the terms and the effect of the Agreement

Adviser's signature

Adviser's name
(*capitals*)

Title

Adviser's business address

SCHEDULE 2

ADVISER'S CERTIFICATE – CO-OWNER/CO-OWNER'S AUTHORISED ATTORNEY/RECIVER

I confirm that:

1. I am a relevant independent legal and financial adviser as defined in the Acts (as defined in Appendix A which forms part of the Agreement between [**insert name of resident**]
(The Resident) and [**insert name of co-owner or (the Co-owner)**]and Cheshire East Borough Council to which this Certificate is annexed).
2. [Co-Owner / The co-owner's authorised attorney/receiver] has capacity to enter into this agreement

3. I have advised the **[Co-Owner / The co-owner's authorised attorney/receiver]** of the terms and the effect of the Agreement

Adviser's signature

Adviser's name
(*capitals*)

Title

Adviser's business address

Signed:.....

Name:.....

Resident or their authorised

Representative (attorney/receiver)*

*[Please state which].....

Signed:.....

Name:.....

Authorised Representative of the
Mortgagee

Signed:.....

Name:.....

The Co-owner

SIGNED by THE AUTHORISED SIGNATORY]
for on behalf of]

CHESHIRE EAST BOROUGH COUNCIL]

APPENDIX A

***Accompanying Notes to the Deferred Payments Agreement**

Legal Basis for this Agreement

The Council has made arrangements under section 21 of the National Assistance Act 1948 ("the 1948 Act") for the provision of residential accommodation for the Resident. The Resident's liability to pay has been assessed in accordance with sections 22 or 26 of the 1948 Act.

The Council considers that it is appropriate to enter into this agreement with the Resident in accordance with section 55 of the Health and Social Care Act 2001 ("the 2001 Act").

Section 1.1

If the Resident has a beneficial interest in any property (usually where they used to live before entering permanent residential care), the value of this will be taken into account when calculating how much the Resident must pay towards the cost of their care. By signing this Agreement and the attached form of Legal Charge, the deferred payments will be secured on the Property until the deferred payments are repaid to the Council.

Sections 1.3 and 1.4

The amount of the fees that can be deferred is:

The difference between

- (a) the payments that the Resident is liable to pay to the Council calculated in accordance with the National Assistance (Assessment of Resources) Regulations 1992 (as amended), and
- (b) the payments that the Resident is liable to pay the Council calculated in accordance with those Regulations but excluding the value of the Resident's beneficial interest in the Property
- (c) Following public consultation in 2010/11, an administrative fee will be introduced to cover the Council's costs in setting up deferred charge agreements, this should be paid at the start of the agreement from disregarded capital below the lower capital limit whenever possible, but may form part of the deferred agreement if the capital is not available to the resident, to be recovered at the end of the contract in accordance with the terms of this agreement.

for any period in which residential accommodation is received by the Resident between the start date of this Agreement and the date when the Agreement ends (see section 1.5).

The contribution referred to may be subject to change if :

- The cost of the placement increases
- The Resident's financial circumstances alter ie in April when the rates of state retirement pension and welfare benefits change.
- The Council review's its administrative charge to account for increased costs.

The Resident will receive an annual statement showing the deferred amount owing to the Council.

Section 1.5

The grounds on which a deferred payment agreement can be ended are set out in Section 55(4) of the 2001 Act and must be included in the Agreement. The Council is not allowed to terminate the Agreement, so there is no provision in the Agreement for this.

Section 1.6

The charge as Part B of the Agreement needs to be signed so the Council can place the charge on the Property. It is a condition of this Agreement that the Resident signs the Legal Charge to give the Council security for the deferred payments made by it for the Resident's residential accommodation. The charge will be removed when the Council has received the full amount owing to it under the Agreement.

Section 1.7

This clause is appropriate to be included in the Agreement when there is no mortgage on the Property and there is no Co-owner.

Section 1.8

The Council can provide details of advocacy and representation services through its local Social Services offices. Councils are also able to provide information about legal services available in the local area, ie the Citizens Advice Bureau.

Section 2

This section should be included where there is a mortgage on the Property. It is essential that the Mortgagee gives consent to the Legal Charge.

Section 3

This section should be included where the Property is jointly owned. It is essential that the Co-owner joins as a party to the creation of the Legal Charge. It is also very important that the Co-owner is advised to seek legal and financial advice independent to that received by the Resident.

PART B

HM LAND REGISTRY

[Administration Area: CHESHIRE Title No.: _____]

Property: _____

Date: _____

**IN CONSIDERATION of the Deferred Contributions specified in the
Deferred Payments Agreement made between the parties and
dated _____ ("the Agreement") receipt of which is
acknowledged.**

I _____ ("the Resident")
Of _____ [Insert current
address] and formerly of _____

I _____ ("the Co-Owner")
Of _____
_____ [Insert current address]

with full title guarantee CHARGE by way of legal mortgage the Property (as referred to in the Agreement) [being the land comprised in the title above referred to] with the payment to **CHESHIRE EAST BOROUGH COUNCIL** of [Westfields, Middlewich Road, Sandbach CW11 1HZ ("the Council") of the total amount of Deferred Contributions owing from time to time by the Resident to the Council with interest at the rate and payable at the times specified in the Agreement.

Signed as a deed by () as attorney for
in the presence of

Sign here your own name and the name of the individual .

as attorney for

Signature of witness

Name In BLOCK CAPITALS

Address

Signed as a deed
by [Insert name of Co-owner]: _____

Witness: _____

Name: _____

Address: _____

THE COMMOM SEAL OF)
CHESHIRE EAST BOROUGH COUNCIL)
was hereunto affixed in the presence of)

AUTHORISED SIGNATORY



FORWARD PLAN TO 31 MARCH 2015

This Plan sets out the key decisions which the Executive expect to take over the four month period indicated above. The Plan is rolled forward every month. Key decisions are defined in the Councils Constitution as:-

“an executive decision which is likely –

- (a) to result in the local authority incurring expenditure which is, or the making of savings which are, significant having regard to the local authority's budget for the service or function to which the decision relates; or
- (b) to be significant in terms of its effects on communities living or working in an area comprising one or more wards or electoral divisions in the area of the local authority.

For the purpose of the above, savings or expenditure are “significant” if they are equal to or greater than £500,000.”

Reports relevant to key decisions, and any listed background documents, may be viewed at any of the Councils Offices/Information Centres 5 days before the decision is to be made. Copies of, or extracts from these documents, may be obtained on the payment of a reasonable fee from the following address:-

Democratic Services Team
Cheshire East Council ,
c/o Westfields, Middlewich Road, Sandbach Cheshire CW11 1HZ
Telephone: 01270 686472

However, it is not possible to make available for viewing or to supply copies of reports or documents, the publication of which is restricted due to confidentiality of the information contained.

A record of the decision for each key decision is published within 6 days of it having been made. This is open for public inspection on the Council's Website, at Council Information Centres and Council Offices.

This Forward Plan also provides notice that the Cabinet may decide to take a decision in private. In accordance with the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012, 28 days notice must be given of any decisions to be made in private by the Cabinet, with provision for the public to make representations as to why they should be made in public. In these cases Members of the Council and the public may make representations in writing to the Democratic Services Team Manager using the contact details below. A further notice of intention to hold the meeting in private must then be published 5 clear days before the meeting setting out any representations received about why the meeting should be held in public with a response from the Leader and the Cabinet.

The list of decisions in this Forward Plan indicates whether a decision is to be taken in private, with the reason category for that decision being taken in private being drawn from the list overleaf:

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

If you would like to make representations about any decision to be conducted in private at a meeting then please email

Paul Mountford, Democratic Services Officer paul.mountford@cheshitreeeast.gov.uk

Such representations must be received at least 10 clear working days before the date of the Cabinet or Portfolio Holder meeting concerned.

Where it has not been possible to meet the 28 day rule for publication of notice of a key decision or intention to meet in private the relevant notices will be published as soon as possible in accordance with the requirements of the Constitution.

The law and the Council's Constitution provides for urgent key decisions to be made. Any decision made in this way will be published for these in the same way.

Forward Plan to 31 March 2015

Key Decision and Private Non-Key Decision	Decisions to be Taken	Decision Maker	Expected Date of Decision	Proposed Consultation	How to make representation to the decision made	Private/ Confidential and paragraph number
CE 14/15-21 Re-commissioning of Sexual Health Services	To grant delegated authority to the Director of Public Health and the Executive Director of Strategic Commissioning, in consultation with the relevant Portfolio Holders, to award a contract for Public Health Sexual Health Services.	Cabinet	11 Nov 2014		Lucia Scally, Manager of strategic Commissioning	No
CE 14/15-31 Adult Services Charging Policy Review 2015	Approval to go to public consultation on a number of proposals around Adult Social Care charging – some of which are statutory requirements of the Care Act. Authorise Officers to take all necessary actions to implement changes outlined subject to consultation outcome.	Cabinet	11 Nov 2014		Alison McCudden	possible confidential appendix

Key Decision	Decisions to be Taken	Decision Maker	Expected Date of Decision	Proposed Consultation	How to make representation to the decision made	Private/ Confidential and paragraph number
CE 14/15-34 Handyperson and Minor Adaptations Service	To authorise officers to take all necessary actions to transfer the existing Handyperson and Minor Adaptations Service to Orbitas Limited, and put in place contractual arrangements for Orbitas Limited to act as the Council's agent in the delivery of this service.	Cabinet	9 Dec 2014		Karen Whitehead	No
CE 14/15-28 Commissioning of 5-19 Healthy Child Programme (School Health Service)	To authorise officers to take all necessary actions to follow the procurement process re: the commissioning of 5-19 years Healthy Child Programme (School Health Process), including delegated authority to Portfolio Holders, the Director of Public Health and the Executive Director of Strategic Commissioning to award and conclude the contractual documentation with the successful tenderer.	Cabinet	3 Feb 2015		Jane Branson	No

CHESHIRE EAST COUNCIL

REPORT TO: Health and Adult Social Care Overview and Scrutiny Committee

Date of Meeting: 6 November 2014
Report of: Democratic Services
Subject/Title: Work Programme update

1.0 Report Summary

- 1.1 To review items in the 2014 Work Programme, to consider the efficacy of existing items listed in the schedule attached, together with any other items suggested by Committee Members.

2.0 Recommendations

- 2.1 That the work programme be received and noted.

3.0 Reasons for Recommendations

- 3.1 It is good practice to agree and review the Work Programme to enable effective management of the Committee's business.

4.0 Wards Affected

- 4.1 All

5.0 Local Ward Members

- 5.1 Not applicable.

6.0 Background and Options

- 6.1 In reviewing the work programme, Members must pay close attention to the Corporate Priorities and Forward Plan.
- 6.2 Following this meeting the document will be updated so that all the appropriate targets will be included within the schedule.
- 6.3 In reviewing the work programme, Members must have regard to the general criteria which should be applied to all potential items, including Task and Finish reviews, when considering whether any Scrutiny activity is appropriate. Matters should be assessed against the following criteria:

- Does the issue fall within a corporate priority

- Is the issue of key interest to the public
- Does the matter relate to a poor or declining performing service for which there is no obvious explanation
- Is there a pattern of budgetary overspends
- Is it a matter raised by external audit management letters and or audit reports?
- Is there a high level of dissatisfaction with the service

6.4 If during the assessment process any of the following emerge, then the topic should be rejected:

- The topic is already being addressed elsewhere
- The matter is subjudice
- Scrutiny cannot add value or is unlikely to be able to conclude an investigation within the specified timescale

7.0 Access to Information

The background papers relating to this report can be inspected by contacting the report writer:

Name: James Morley
Designation: Scrutiny Officer
Tel No: 01270 686468
Email: james.morley@cheshireeast.gov.uk

Health and Adult Social Care Overview and Scrutiny Committee Work Programme – 21 October 2014

Topic	Description /Comments	Responsible Organisation /Officer	Suggested by	Current Position	Next Key Date
ESAR – Leisure Trust 6 Month Review	To examine report on Leisure Trust activity over previous 6 months	Mark Wheelton Commissioner of service	Mark Wheelton	Report to be considered at November Committee meeting	Agenda Deadline 29 October Meeting 6 November
Impact of Social Landlords	To facilitate a discussion with partners about developing the role of registered social landlords in improving/maintain health and wellbeing and reducing health inequalities.	Council CCGs RSLs James Morley/Karen Carsberg	Committee	Suggested item at September meeting work programme item. Possible Workshop or Informal meeting	Possible item for additional meeting
Deferred Payment Policy	To give consideration to the DPP prior to final approval	Alison McCudden	Alison McCudden	Request received from officers to be presented to the Committee in Nov	Agenda Deadline 26 November Meeting 4 December
Director of Public Health Annual Report	To receive the DoPH's Annual Report	Dr Heather Grimbaldston	Corporate Overview and Scrutiny Committee	Agreed at Corporate OSC that this will be received by HASC rather than C+F. C+F members to be invited to attend meeting.	Agenda Deadline 26 November Meeting 4 December
Carers Strategy Task Group Final Report	To receive task group's final report for approval before being submitted to Cabinet	James Morley Rob Walker	Chairman	Work to be concluded and final reports to be drafted in time for submission to Committee	Agenda Deadline 26 November Meeting 4 December
Assistive technology Task Group Final Report	To receive task group's final report for approval before being submitted to Cabinet	James Morley Jon Wilkie	Chairman	Work to be concluded and final reports to be drafted in time for submission to Committee	Agenda Deadline 26 November Meeting 4 December
Top Up Policy	To consider a new policy on family members of a service user making payments to top	Alison McCudden	Alison McCudden	Request received from officers to be presented to the Committee in	Possible item for either December or January

Health and Adult Social Care Overview and Scrutiny Committee Work Programme – 21 October 2014

	up their social care services			December/January	
Health Impact Assessment on Planning Applications	To consider how health and wellbeing issues can influence planning and development in Cheshire East	Public Health and Planning	Committee	Awaiting completion of the Local Plan	TBC – Early 2015
Direct Payments Policy	To give consideration to a new policy for making direct payments for social care services	Alison McCudden	Alison McCudden	Request received from officers to be presented to the Committee in February	Possible item for February 2015
Adult Social Care Charging Policy	To give consideration to a new policy for charging for services across Cheshire East	Alison McCudden	Alison McCudden	Request received from officers to be presented to the Committee in March	Possible item for March 2015
Health and Wellbeing Board observation	To observe a HWB formal meeting and discuss with its members the activity of previous year and developments for the future.	Health and Wellbeing Board	Guy Kilminster	Item agreed with HWB Chairman	Possible item for March 2015
Ambulance Services	To explore the impact of First Responder and Co-responder services as well as Alternative Destination initiatives and patient transport to specialist services.	NWAS & CCGs	Chairman & Portfolio Holder	Item suggested by Chairman and Portfolio Holder. Proposal to be made to NWAS/CCGs	TBA
Quality Assurance	Consideration is being given to establishing quality assurance processes for adult social care services	Brenda Smith	Portfolio Holder	Possible briefing	TBA
Public Health Services	Update on current position, particularly in relation to Commissioning, D&A, Sexual Health, School Nursing, Rollout of 0-5 and link to 5-19 role	Dr Heather Grimbaldeston Guy Kilminster	Chairman & Portfolio Holder	Item suggested by Chairman and Portfolio Holder	TBA
CCGs Commissioning	To examine the how commissioning impacts on	Julia Curtis	Matthew Cunningham	Committee to be requested to consider whether it wishes	TBA

Health and Adult Social Care Overview and Scrutiny Committee Work Programme – 21 October 2014

Policy Review	health outcomes for residents			to examine an specific aspects of commissioning	
CCG Five Year Strategic Plans	To contribute to the improvement of health outcomes and reduce health inequalities	CCGs	Chairman	Committee to be requested to consider which specific aspects of the CCGs Strategies it should examine	TBA
Integrated Care (Caring Together/ Connecting Care)	To monitor the integration of health and care services to ensure better health outcomes for residents and reduction of health inequalities.	Council CCGs Lorraine Butcher	Committee	Received a briefing on Integrated Care at October informal meeting. Committee to consider how to progress further involvement	TBA
Access to GPs and GP Services	To consider the level of access and range of services provided by GPs across the Borough with a view to promoting greater access and reducing health inequalities.	GPs/NHS England CCGs Healthwatch	Chairman	Chairman considered the possibility of a T+F, potentially working with Healthwatch and PPFs	Possible T+F Review in New Year

Task and Finish Groups

Assistive Technology	To develop the use of assistive technology in Social Care Services and to maintain people's independent living	Jon Wilkie Ann Riley	Health and Adults PDG	Information about technology available gathered during a site visit. Meeting with service users being arranged	Latest meeting 14 October, next meeting TBC
Carers Strategy	To develop a strategy to assist carers in their caring roles and ensure they are	Rob Walker	Health and Adults PDG	Arrangements to be made for the next meeting beginning October.	Next meeting TBC

Joint Health Scrutiny Activity

Whole System Review of Mortality Rates at Mid Cheshire Hospitals NHS Foundation Trust	To request a detailed report on mortality rates following concerns raised during consideration of Quality Account	Mid Cheshire Trust, South CCG, Vale Royal CCG NHS England Both Councils	Committee	Joint Scrutiny Committee formed with CWAC and considered reports on MCHFT. Cttee to review again in February 2015	Meeting held on 23 July Update in Feb 2015 TBA
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Health and Adult Social Care Overview and Scrutiny Committee Work Programme – 21 October 2014

Possible Items to Monitor or consider at future Meetings

- Integrated Care – Caring Together and Connecting Care
- Family Nurse Partnership
- Future of local hospitals
- Mental Health and Learning Difficulties
- Health and Wellbeing Strategy
- NHS England – Specialist Commissioning
- Travel plans (i.e. patients, family and friends travelling to health services)
- Shifting services from hospitals to communities
- Quality of health and care services
- Integration and connecting budgets for health and social care
- Early Intervention and Prevention of illness and deterioration
- Screening – Cancer and other health screening
- Annual Report on Residential Care Commissioning
- Co-Commissioning
- Future of Care4CE
- Quality Accounts for NHS Trust
- Annual Reports from CCGs
- Leighton Hospital CQC Report
- Healthwatch

Dates of Future Committee Meetings

6 November, 4 December, 8 January 2015, 5 February 2015, 5 March 2015, 2 April 2015

Dates of Future Cabinet Meetings

11 November, 9 December, 6 January 2015, 3 February 2015, 3 March 2015, 31 March 2015, 28 April 2015

Dates of Future Health and Wellbeing Board Meetings

18 November, 27 January 2015, 24 March 2015

Dates of Future Council Meetings

11 December, 26 February 2015, 20 May 2015