



REPORT TO EXECUTIVE

PORTFOLIO AREA: HEALTH AND WELLBEING

Date of Meeting: 17 March 2008

Public: Yes

Key Decision: Yes

**Recorded in Forward
Plan:** Yes

Inside Policy Framework Yes

Title: PARTNERSHIP AGREEMENT BETWEEN CARLISLE CITY
COUNCIL AND CARLISLE HOUSING ASSOCIATION

Report of: DIRECTOR OF DEVELOPMENT SERVICES

Report reference: DS.18/08

Summary:

This report provides details of the final draft of the Partnership Agreement between the City Council and Carlisle Housing Association (CHA) – attached as *Appendix 1*.

Recommendations:

It is recommended that the Executive:

Endorses the new Partnership Agreement between Carlisle city Council and Carlisle Housing Association.

Catherine Elliot

Director of Development Services

Contact Officer: Simon Taylor

Ext: 7327

Report to Executive

DS.18/08

Note: in compliance with section 100d of the Local Government (Access to Information) Act 1985 the report has been prepared in part from the following papers: None
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1.0 BACKGROUND

- 1.1 Carlisle Housing Association (CHA) was formed on 9th December 2002, following a Large Scale Voluntary Transfer from Carlisle City Council. In the Transfer Contract under the Fifth Schedule, clause 2.3 in relation to Information and Liaison CHA agreed:

For an initial period of five years from the completion date to attend six monthly liaison meetings with the Council (or more frequently if required) and provide all appropriate information in order that the Council may satisfy itself that the Association is fulfilling its obligations under the Transfer Contract and assisting the Council in fulfilling its obligations in relation to housing and its enabling and strategic housing role.

- 1.2 Following the initial five-year period the relationship between the Council and CHA has developed into a partnership. Work started in late 2007 to agree a Partnership Agreement between the two organisations, which would be the framework for future working.
- 1.3 A number of 'promises' were made to City Council tenants within the 'offer' document prior to the tenant ballot on stock transfer. Since the transfer the Council has monitored the implementation of those 'promises' as well as the general performance of CHA. In accordance with the contract agreed CHA have provided information on a regular basis as well as attending regular liaison meetings with the Council. A significant number of the 'promises' have been delivered by CHA during the initial five years and a report on CHA's '5 Years On: Progress on our Promises' is being brought before the 14th February Community Overview and Scrutiny Committee, including representation from CHA. The main 'promise' not delivered by CHA to date is their investment in sheltered housing and this is due to be carried out within the next two years. The delay is due to changes in demand and expectation from this type of accommodation and a need to look carefully at how the investment is made – CHA have made a commitment to address this issue in the '5 Years On' document, starting in 2008. All non delivered 'promises' have been carried forward to the Partnership Agreement, as detailed below:
- *Any areas of work carried over the 5 year period outstanding will be delivered by CHA and monitored by Carlisle City Council (page 3),*

2.0 Partnership Agreement

- 2.1 Currently no partnership agreement exists between the Council and CHA. There is the Transfer Contract, which is a legal document not subject to change through this process, and the 'Offer' document which is the list of promises made to tenants.
- 2.2 The document was reviewed to include areas of common working with the emphasis on development of joint working. The first part of the document (see *Appendix 1*), pages 1-4 provide a narrative including:

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- Background to the agreement
- Commitments to the partnership
- Delivery of 'promises'
- Evaluation and Review
- Review Meetings.

Pages 5-9 detail the specifics of the agreement. The document is split into two columns. The right hand column heading has been changed to identify 'Key Areas' and the left-hand column identifies 'specific/ongoing requirements of each organisation'. The areas covered are:

- Community development and estate management
- Supporting vulnerable people
- Choice based lettings/homelessness
- Development
- Buildings and the environment
- Information sharing & partnership working.

2.3 In line with the Council's policy relating to partnerships a business case template has been completed and this is attached as *Appendix 2*.

2.4 The existing information Exchange protocol has not been changed, and a copy of the document is attached as *Appendix 3*.

2.5 The previous draft of the Partnership Agreement was presented to Community Overview and Scrutiny on 17 January 2008. Following a recommendation from Committee to involve both the Chair and Vice Chair in finalising the draft Partnership Agreement, a meeting was held between Housing Services staff and the Vice Chair and a deputy for the Chair of the Committee.

2.6 Progress in relation to the Partnership Agreement and the work that is carried out under it would be reported to Community Overview and Scrutiny on a regular basis as CHA performance data has been to date.

2.7 It is intended that the new Partnership Agreement will come into operation with effect from 1 April 2008.

3.0 RECOMMENDATIONS

It is recommended that the Executive:

Endorses the new Partnership Agreement between Carlisle city Council and Carlisle Housing Association.

4.0 REASONS FOR RECOMMENDATIONS

To facilitate successful joint working and delivery of services between the City Council and Carlisle Housing Association, which is by far the largest housing provider in the district.

5.0 IMPLICATIONS

- Staffing/Resources – monitoring and evaluation of the Partnership Agreement, including attending quarterly Operational Meetings and biannual Strategic Liaison Meetings would be managed within existing staffing resources.
- Financial – There are no direct financial implications arising from the terms of the Agreement. Essentially, it sets out a protocol for an LSVT organisation and a local authority to work together towards their common objectives. Any expenditure proposals that might arise from the Agreement would be subject to the normal budget process.
- Legal – Legal Services have been involved in the evolution of the partnership agreement. The important point to note as the new agreement does not amend the LSVT contract between the Council and Carlisle Housing Association, the terms of which continue to apply as appropriate. The said LSVT agreement requires the Council and CHA to work in partnership; the new partnership agreement records how this will be achieved.
- Corporate – CHA is by far the largest housing provider in the Carlisle district, so the partnership agreement sets out how we will work with them at a corporate level.
- Risk Management – an action plan will be drawn up, and the progress of the agreement will be monitored at quarterly operational meetings and 6 monthly strategic liaison meetings.
- Equality Issues – the agreement protects the rights of potentially vulnerable groups, including homeless people and the elderly.
- Environmental – the agreement represents a commitment from both organisations to work together on improving a range of environmental issues, including open spaces and recycling.
- Crime and Disorder – The Respect Agenda and anti social behaviour are covered in the agreement.
- Impact on Customers – The City Council and CHA share a significant number of customers, so working in partnership will help benefit customers.



**Partnership Agreement
Between
Carlisle Housing Association and Carlisle City Council**



1. Background to this agreement

This partnership agreement has been developed to recognise the long-term relationship that is essential to the future prosperity of both organisations and the people and communities we serve. It provides a framework for the partnership that is based on best practice for the joint relationship between a Large Scale Voluntary Transfer (LSVT) and its authority to deliver on their own objectives Carlisle Housing Association and Carlisle City Council recognise the importance of each other. In particular:

- CHA and Carlisle City Council have compatible strategic objectives
- Successful service delivery will, in many instances, be dependent on effective joint working
- A positive external profile is important to both organisations

This is not a static document – both organisations commit to review it on a regular basis. This agreement is not intended to create a legal relationship between parties or change the existing contractual arrangements between Carlisle Housing Association and Carlisle City Council but is more of a best practice approach to partnership working to best serve each other and the communities in which we work.

2. Commitments to the partnership

Both parties have agreed to make the following contributions to the partnership:

2.1 Developing and maintaining a good understanding of the needs of individuals, communities and neighbourhoods – this will be achieved through:

- Effective joint working with policy and service and strategy development
- Collaboration on research projects
- Sharing the results of the research for service and strategy development

2.2 Collaboration on the development of strategic objectives – this will be achieved through:

- Co-ordinating the timing of business/service planning
- Collaboration on gaps and needs
- Highlighting the critical objectives that must be pursued in partnership

2.3 Aligning resources to deliver maximum impact to communities and ensure value for money – this will be achieved through:

- Contributing to the best value reviews, particularly in areas of service cross over
- Joint consideration of resource investment needs for new homes and improved quality and adaptability of homes in the Carlisle and District area
- The agreement identifies areas of working and commits each organisation to joint working. Any financial commitment in regard to any initiative or area of work under this agreement will need to be approved through each organisation accordingly

2.4 Developing standards and common ways of working to ensure seamless delivery of services – this will be achieved through:

- Identifying standards of service delivery, for example Housing options, Homelessness and Housing Advice
- Identifying and participation in joint training and development exercises, for example, prevention of homelessness, crime prevention, and communicating with hard to reach groups
- Further to actions being undertaken under the agreed areas of work, outcomes and targets need to be identified. Once delivered these need to be reviewed.

2.5 Continued adherence to the Information Exchange Protocol, including the process for Members to engage with CHA (shown as *Appendix 1*)

3. Delivery of 'Promises'

- Any areas of work carried over the 5 year period outstanding will be delivered by CHA and monitored by Carlisle City Council
- Outstanding areas of work will be highlighted by CHA's '5 Years On' document

4. Evaluation and Review

Services delivered as part of service level agreements will be reviewed in accordance with the commitments in this document. A general review of this agreement will be carried out annually to ensure it:

- Reflects best practice in LSVT/local authority relationships
- Meets the needs of the Carlisle and District community
- Provides for efficient and effective management and running of both organisations
- Look at the effectiveness of the agreement

5. Review Meetings (see Information Exchange protocol at Appendix 1)

Strategic Liaison Meetings	6 monthly
Operational Meetings	Quarterly

It is anticipated that officers from each organisation will meet on a quarterly basis and that the chair of the CHA board (or nominee) and Portfolio holder from the Council (or nominee) would also attend the strategic meetings

Signed:.....

Date

Managing Director
Carlisle Housing Association

Signed:.....

Date

Chief Executive
Carlisle City Council

Carlisle Housing Association and Carlisle City Council Partnership Agreement

Key Areas	Specific / Ongoing Requirements of Each Organisation
Community Development and Estate Management	
Community Investment Fund (CIF)	<ul style="list-style-type: none"> • Funding for the CIF scheme provided by CHA in years 1-5 post transfer to be continued into 2008 / 2009. • Carlisle City Council to nominate a representative to participate in the CIF approval / appraisal panel process.
Neighbourhood / Ward Walks (inspections)	<ul style="list-style-type: none"> • Neighbourhood walks currently being carried out by CHA and Ward walks being carried out by Carlisle City Council. • Both organisations to commit to invite representation from partner organisation for both schemes from 2008 onwards.
Respect Agenda / Anti Social Behaviour	<ul style="list-style-type: none"> • Both organisations to commit to work in partnership on a number of initiatives in relation to the reduction of anti social behaviour in the district. Initiatives include the development of the anti social behaviour unit and the multi agency partnership. • CHA and Carlisle City Council to support the crime and disorder reduction partnership through membership of the task groups and involvement in development and delivery of partnership projects to reduce crime and anti social behaviour on CHA estates. • CHA to continue to provide information to Carlisle City Council in relation to progress of the delivery of estate management and tenancy enforcement services.

Appendix 1

Raffles Vision	<ul style="list-style-type: none"> To continue to work in partnership in relation to the progression of initiatives associated with the Raffles Vision.
Neighbourhood plans	<ul style="list-style-type: none"> Carlisle City Council to support the development of new neighbourhood initiatives at CHA including the provision of appropriate demographic data to support the revision of neighbourhood plans.
Supporting Vulnerable People	
Aids and adaptations	<ul style="list-style-type: none"> Both organisations to commit to review the facilitation of aids and adaptations for CHA tenants after 2008, in order to streamline the process and ensure best practice is delivered for service users.
Supporting people	<ul style="list-style-type: none"> Carlisle City Council to work in partnership with CHA regarding any bids that may be made required for developing supported housing services.
Vulnerable persons	<ul style="list-style-type: none"> Carlisle City Council to support CHA in the provision of information in relation to the development of a strategy for older people, young persons and other vulnerable groups. Both organisations to commit to review all possible access solutions to enable the most vulnerable applicants with specific needs, or disabilities to be provided with housing solutions.

Choice Based Lettings/ Homelessness	
Choice Based Lettings (CBL)	<ul style="list-style-type: none"> • Both organisations (alongside other local authority and Housing Association partners) to support the review of the recent failed Cumbria bid to the CLG (Communities & Local Government) for funding to implement an effective CBL system within the sub region.
Homelessness / nominations Agreement	<ul style="list-style-type: none"> • Both organisations to conduct an annual review of the effectiveness of the agreements currently in place and ensure regular dialogue takes place between relevant officers from each organisation regarding joint protocols. • CHA to ensure that Carlisle City Council homelessness prevention work is supported through relevant procedures such as appropriate information sharing, arrears recovery and debt advice.

Development / Buy Backs	
Affordable / social housing provision	<ul style="list-style-type: none"> • Both organisations to agree to work in partnership in relation to the development and delivery of proposals for new build homes, housing corporation bids and meeting housing need in accordance with the district survey to meet housing market assessments 2006-11. • Where planning issues may exist, both organisations to agree to ensure effective dialogue takes place, so as not to hinder the progress of the timely delivery of schemes in order to meet housing need requirements.
Mortgage Rescue	<ul style="list-style-type: none"> • Both organisations to work towards developing a pilot for a mortgage rescue scheme in 2008/9
Income Maximisation	
Housing Benefit	<ul style="list-style-type: none"> • Carlisle City Council to commit to work with CHA in order to achieve a service level agreement for the effective delivery of housing benefit applications, in order to ensure housing debt is kept to a minimum.

Buildings and the Environment	
Housing strategy and decent homes	<ul style="list-style-type: none"> • CHA to support Carlisle City Council on taking a leading role on initiatives in relation to both the Carlisle Housing Strategy and the Homelessness Strategy. • Both organisations agree to share information and expertise in supporting the initiative of providing decent, affordable homes with an emphasis on warmth and thermal efficiency and eliminating fuel poverty.
The environment	<ul style="list-style-type: none"> • Both organisations to agree to work collaboratively both through open dialogue and through existing neighbourhood forum meetings with the aim of improving the environment, recreation facilities and open spaces in neighbourhoods where there are issues of shared concern. • Both organisations to commit to working together in order to come up with a range of solutions to ensure there is a better control of fly tipping on estates and to meet the requirements of effective household waste disposal in accordance with new recycling laws.
Information Sharing and Partnership Development	
Promoting partnership working	<ul style="list-style-type: none"> • Each organisation to agree to be supportive of opportunities which arise to promote partnership working through joint media ventures and initiatives. • Both organisations to commit to reviewing specific actions which arise from this document through the proposed regular strategic liaison meetings.

PARTNERSHIP BUSINESS CASE

Name of Partnership	Carlisle City Council and Carlisle Housing Association
Start Date	Transfer of Housing stock – 9/12/02 – Transfer contract & Offer document Partnership Agreement (after five initial years) – to run from 1/4/08
Likely Duration	Ongoing with annual reviews
Contact Officer: Contact Details:	Simon Taylor – Housing & Health Services Manager 01228 817327 SimonT@carlisle.gov.uk
Document Reference:	CCC/CHA/1

Approvals:	This document requires the following approvals.		
Name of Individual or Group	Date of Issue	Version	Date Approved
SMT			
EXECUTIVE			

If the proposal has been the subject of a separate report to Members, including Overview and Scrutiny, please state which committee(s) and give report dates, titles and references.

Community Overview & Scrutiny – Regular reports have been taken since 2002 about CHA performance. In relation to the development of this Partnership Agreement the following reports have been taken;

22/11/07 Carlisle Housing Association Partnership Agreement DS.108/07

17/1/08 Partnership Agreement Between Carlisle City Council and Carlisle Housing Association DS.1/08

Purpose

To document the justification for entering into a partnership and identifying the estimated costs involved compared to the risks and benefits to be gained. Time at this early stage in getting the basics right will be time well spent. There should be consideration and documentation of the following areas:

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Section F - Risk Management Arrangements	

Guidance notes to support the completion of Sections A – F are attached at the end of this document.

Section A Main Functions of the Partnership

1. The purpose of the partnership	Following the transfer of the housing stock in 2002 the Council has a contractual relationship with Carlisle Housing Association (CHA). After the initial five year period the development of an agreement is to provide a framework for the strategic and operational joint working taking part between the two organisations.	
2. What will be the main functions of the Partnership? If yes, please provide further details		
a) to set policy	YES	Only in relation to specific agreed initiatives
b) to deliver services	YES	Through agreed joint working to improve services delivered to tenants and other clients needing accommodation, support or advice.
c) to provide advice / facilitate information sharing	YES	Joint working will include regular meetings and information sharing.
3. Who are our proposed partners?	Carlisle Housing Association (CHA)	
4. Does the proposed partnership meet the criteria of a significant partnership?	Yes – this has been qualified through Corporate Services as being a significant partnership	
5. Will the Partnership have any of the following?		
a) A formal agreement signed by all partners		YES
b) Constitution		NO
c) Mission / Policy Statement		YES
d) Audited Accounts		NO
e) Other – <i>please specify</i>		
6. Please outline the proposed Exit Strategy.	There is already a contractual relationship that exists between the Council and CHA which will continue even if the Partnership Agreement comes to an end. As the Association houses 95% of the Council's homeless nominations there will be a continuous requirement for the organisations to work together. However in the light of the Agreement not being deemed to work through the regular/annual review process it can be renegotiated or ended with the existing working relationships and contractual relationship continuing.	

Section B Efficiency and Effectiveness

7. What will be the anticipated benefits of the partnership's work.	The specific targets and measurable outcomes have not been identified yet. The intention is to agree the overall document as a framework with the specific areas for joint working. From this both organisations will agree future measurable targets. As part of the transfer a number of 'promises' were made for the delivery of services, quantification of what has been delivered will be reported in a document called 'Five Years on' which goes to Community Overview and Scrutiny in February 2008.	
What are the measurable benefits?	How will these improvements be measured?	When are the benefits likely to be

Partnership Business Case

		achieved?

8. What impact will the partnership have on achieving the corporate priorities and service standards?	The partnership will work towards improving the delivery of services to vulnerable people in terms of housing and support. This supports the Carlisle Housing Strategy which is a corporate strategy.
9. How will the Partnership ensure its work follows agreed outcomes and contributes to achieving the Partnership vision?	The agreed areas identified in the initial document will have any outcomes linked to them.

Section C Accountability and Transparency

10. Will the Council be the Accountable Body for the partnership?	No
11. How will the Partnership communicate with its members and other stakeholders?	Information is shared by each of the organisations with their tenants and members. The Council does so through the Community Overview and Scrutiny.
12. Identification of performance management measures and reporting routes including how decisions will be made by the partnership	Performance targets and outcomes are to be developed and linked to each area of the agreement. Management of the performance will be through regular joint meetings between the organisations and reporting back within each organisation. Within the Council this would be to Community Overview and Scrutiny.
13. What reporting mechanisms will be in place to inform the Council (Senior Officers and Members), of the activities and progress of the Partnership?	Reporting will be through the line management structure to SMT and through regular reports to Community Overview and Scrutiny Committee.

Section D Resource Requirements

14. What resources will the Partnership have at its disposal?	
Overall number of Partnership staff (permanent, temporary, voluntary)	No staff work for the partnership or exclusively on work under the agreement. Staff are employed by each organisation and some of those individuals carry out work which involves functions/services under the agreement.
Is any of the above staff jointly funded through the Partnership? If so, who employs them (i.e. which organisation will provide contracts of employment)?	No
What resources (including any staffing resources mentioned above) will the Council contribute to the Partnership?	The input of staff where required. Currently no financial commitment is identified in the agreement though any individual initiative progressed within the partnership may have a future financial input.
Who is to attend and manage the Council's day to day engagement with the partnership?	Simon Taylor

15. Details of input required from other teams in the Council.	Involvement Required	Name of person to be consulted / requiring input	Summary of involvement to date and any issues arising (attach additional sheets if necessary)
Construction/Property Services	Minimal	Raymond Simmonds	Involvement in LSVT in 2002
External Funding Officer	None		
Policy	None		
Personnel	Minimal	Jean Cross	LSVT in 2002
IT	None		
Legal Services	Background involvement	Mark Lambert	Ongoing
Procurement	None		
Audit Services	None		
Project Management	None		
Other			
Details of input required from external bodies e.g. contractors, consultants, service providers, partners			

Section E Funding Arrangements

16. How is the Partnership to be funded?	Currently no funding commitment identified to any areas within the agreement.		
	<i>Source</i>	<i>Amount</i>	<i>Amount as % of total funding</i>

17. Summary of estimated costs to the Council	<i>(please ensure that detailed budget bids are attached if applicable)</i>					
	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Capital						
Revenue						
Summary Investment appraisal						

Section F - Risk Management Arrangements

18. Initial risk assessment (to feed into the main risk assessment)	<i>If this proposed partnership is classed as a significant partnership (see section A), any identified risks arising from this initial risk assessment need to be transferred onto the formal risk assessment template and managed throughout the life of the partnership</i>		
Risk	Likelihood	Impact	Action to mitigate risk
That homeless people may not be housed on a permanent basis	Minimal	Very High	Enforcement and monitoring of the nominations agreement
Delivery of the 'promises' made to tenants is not done	Minimal	High	Regular performance monitoring to date.

19. Who will be responsible for maintaining / updating the risk register?	Simon Taylor
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Once completed and approval to proceed has been obtained, please send a copy of the final Business Case to Michelle Bellis, Financial Services for inclusion onto the Corporate Partnerships Register.

Business Case Guidance Notes:

Section A – Main Functions of the Partnerships	
4. Does the proposed partnership meet the criteria of a significant partnership?	<p>Please refer to the definition in the Council's Partnership Policy.</p> <p>Note: If the partnership is deemed to be a “significant” partnership then the guidance from Legal Services regarding establishing a Formal Agreement should be sought. A full and continuous Risk Assessment should also be established, along with the development of an appropriate Exit Strategy (see below). The use of the partnership checklist may be useful to ensure that all issues concerning significant partnerships have been fully addressed.</p> <p>For complex property partnerships, there needs to be a robust competitive element for the establishment of the partnership, which is informed by appropriate legal, corporate and valuation advice.</p>
6. Outline the proposed Exit Strategy	<p>Forward thinking organisations plan ahead for when the work of the partnership has been completed. It is important that this is considered earlier rather than later.</p> <p>Officers and Members involved on behalf of the Council should encourage the partnership to:</p> <ul style="list-style-type: none"> • Think about when its work is completed and how the lessons of that work will be handed over; • Seek partners’ commitment to alternative means of maintaining the benefits of partnership working; • Continuation where exit is not appropriate; and • Consider how the financial commitments of the partnership will be handled and who will become responsible. <p>It may help for succession and exit to be considered as part of the annual review of the partnership and could focus on:</p> <ul style="list-style-type: none"> • Whether the partnership should continue and for how long; • Which activities could be incorporated into partners’ mainstream activities; and • What changes might be needed to the partnership’s objectives and timetable in the light of this? <p>Where, following the annual review of a partnership, it is found that the partnership no longer meets the Council’s objectives and withdrawal is being considered, then handover and continuity issues need to be considered by the responsible lead officer and the Head of Service. It is suggested that a risk assessment of the possible withdrawal is carried out before any decision is made.</p>

Section B – Efficiency and Effectiveness	
7. The anticipated benefits of the partnership’s work	<p>Explain what benefits the project will bring in terms of:</p> <ul style="list-style-type: none"> • Cost savings • Time and efficiency gains • Improved quality • Process improvement • Enhanced controls (e.g. security) • Ease of operation • Try to express the benefits in a way that can be measured. • Be specific about the benefits to be realised – where the benefits will be gained, which processes are affected, who will be involved, when will the benefits be realised. Means of measuring the benefit • What controls will be established to ensure that the benefit is being realised

Section C – Accountability and Transparency	
<p>10. Will the Council be the Accountable Body for the partnership?</p>	<p>In some partnerships the Council has and does fulfil the role of the accountable body for the partnership. This means that it is the body responsible for ensuring that there are proper standards for sound financial stewardship and probity. In addition to financial management, the responsibilities of the accountable body can include employing staff, project approval and delivery and tendering for work on behalf of the partnership. Partnerships often involve a wide range of partners so it is important that arrangements for accountability are clear and understood by all those involved.</p> <p>The Audit Commission has identified a number of good practice points for Councils fulfilling this role and the Council's duly appointed representative for the partnership must ensure that these points are addressed. These are identified below:</p> <ul style="list-style-type: none"> • The roles and responsibilities of the Council as the accountable body are formally recorded; • Terms of agreement are in place which cover the roles and responsibilities of the partnership board, partners, the executive team and those delivering projects on behalf of the partnership; • The Council's Procedure Rules are complied with; • Decision making is made at the appropriate level and is transparent and well documented; • The partnership board (decision making body) meets regularly and in line with the agreed rules of operation; • There are rules for dealing with conflicts of interest; and • There are good systems for controlling, monitoring and reporting activity and financial issues. In particular, there will need to be common standing orders and financial regulations (agreed by all partners – these perhaps should be the Council's own Procedure Rules), robust internal controls and standards and appropriate internal audit arrangements; • A risk assessment of the Council's involvement is undertaken; and • The partnership can comply with any external audit or inspection requirements. <p>The precise arrangements for dealing with these items will be different for each partnership, but in all circumstances the legal and financial implications and liabilities for the Council in taking on this role must be fully understood and formally recorded at the outset.</p>
<p>11. How we the partnership communicate with its members and other stakeholders?</p>	<p>The partnership should be considering how potential stakeholders could contribute in ways, which are relevant to them and the partnership. This is an important consideration for the Council because ensuring that partnerships are inclusive will support the Council's community leadership role and will ultimately benefit the partnership's relationship with stakeholders and the wider community.</p> <p>The Council's role here will be to ensure that the partnership:</p> <ul style="list-style-type: none"> • Regularly consults and provides information about the partnership's vision and activities; • Actively involves representatives from stakeholder groups in its decision-making; • Is clear about why it is seeking to engage stakeholders; • Is clear about how it will engage and how progress will be reported.

<p>12. Identification of performance management measures and reporting routes including how decisions will be made by the partnership</p>	<p>Carlisle City Council is seeking, through its Partnership Policy, to demonstrate that its partnership activity is both effective and enhancing capacity. Partnerships with clearly defined and shared aims and objectives underpinned by milestones and SMART (specific, measurable, achievable, realistic and time-bound) targets are more easily evaluated and their added value can be more clearly identified.</p> <p>Whilst it may be difficult, all partnerships in which the Council is involved must look for ways of measuring their success and these measures should be in place from the outset. Appropriate measurement and evaluation of outcomes will ensure that the partnership continues to be focused on aims, objectives and action.</p> <p>The Council should seek to ensure that every partnership in which it is involved develops specific indicators relevant to the partnership and its area of work. This is dependent upon the identification and agreement of a shared purpose.</p> <p>Where one of the partners contribution or involvement to a partnership changes then the impact of this must be evaluated by the partnership. In particular, any impact on the Council's contribution should be considered and recorded.</p>
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<p>Section E – Funding Arrangements</p>	
<p>17. Summary of estimated costs</p>	<p>Provide an indication of the expected costs over the time scales of the proposed project. If you need further assistance with the identification of these costs and how they should be represented please contact Michelle Bellis, Financial Services.</p>

<p>Section F – Risk Management Arrangements</p>	
<p>18. Risk Assessment</p>	<p>You should conduct a risk assessment on any new proposals. Briefly set out any issues arising here. These could potentially be:-</p> <ul style="list-style-type: none"> • Whether the proposal can be achieved using existing staff resources. Is there really the capacity to carry out this project? • The impact on service delivery and/or failure to meet business needs, Council aims or budget priorities; • Where no action could result in the wasteful use of financial and staff resources; • Where there is a potential for revenue losses and/or an increase in an expenditure head cost base etc. <p>Ensure that the risks been evaluated in accordance with the Council's Risk Management Policy. Of copy of the scoring system is included as part of the main Risk Assessment Template which needs to be completed and maintained if it is a significant partnership.</p> <p>Indicate whether the perceived risks are High, Medium or Low in terms of the likelihood of them occurring and their impact on the project. Also provide details of any strategies or processes in place to manage the risks associated with the proposal.</p>

Carlisle City Council and Carlisle Housing Association

Information Exchange Protocol

1. **Introduction**

Following the transfer of Carlisle City Council's (CCC) housing stock to Carlisle Housing Association (CHA), the following protocol sets out the procedures for the exchange of information between the two organisations.

1.2 This protocol is intended to be used for:

- general enquiries on policies and services;
- specific enquiries with regard to tenants and applicants;
- specific responses to policy initiatives by both organisations.

2. **General Principles**

2.1 There will be some differences to the way in which enquiries are dealt with post transfer.

2.2 Both organisations recognise the benefits of having clear, open communications. This protocol outlines the arrangements that have been agreed with the aim of achieving a high level of two-way communication. It will be reviewed and updated as required and at a minimum at least every two years.

2.3 Both organisations recognise that Data Protection legislation has a major influence on the amount of personal information that can be divulged without the consent of the individual concerned. Further information is set out in the Briefing Note for Members at the end of this protocol.

2.4 Enquiries to CHA on day-to-day matters and issues of a policy nature should be directed to Heads of Service. Strategic matters should be directed to the Managing Director of CHA.

2.5 Within CCC, policy and strategic matters should be directed to the Housing and Health Services Manager in the first instance.

2.6 Enquiries can be made by telephone, personal contact, e-mail or in writing to either organisation. If the enquiry is complex or sensitive there may be a request that it be made in writing.

3. **Response Times**

3.1 **CHA**

CHA aims to respond to all telephone enquiries within 24 hours.

Correspondence (i.e. letters and e-mails) should have a response within 5

working days. However, if the matter is complex this may be extended to up to 10 days. If this is the case you should receive an acknowledgement and notification within 3 working days.

3.2 CCC

Type of Enquiry	Who to Contact	Response Times
Day-to-day service issues	Professional Officer relevant to service enquiry	5 working days
Policy issues and information requests	Relevant Service Manager or the Housing and Health Services Manager	Initial response – 5 working days; Detailed response – 15 working days
Strategic and other major issues	Housing and Health Services Manager or Director	Initial response – 5 working days; Detailed response – 15 working days (this may be extended if the matter is complex)

3.3 Current contact details for CCC and CHA are attached the end of this protocol.

4. Formal Complaints

4.1 Formal complaints are those where the complainant remains dissatisfied with the initial or subsequent response of action of either CHA or CCC and wishes the matter to be followed through on a more formal basis.

4.2 CHA operates a formal complaints policy, and any matters which are viewed as being of this nature should use this policy and procedure. A copy of the formal complaints policy is available from CHA on request.

4.3 CCC operates a corporate complaints policy and procedure and any matters which are viewed as being of this nature should use this policy and procedure. A copy of the formal corporate complaints policy is available from CCC on request.

5. General Liaison Between CCC and CHA

5.1 The Chairman and Managing Director of CHA and the Portfolio Holder and Chief Executive of the Council meet quarterly to review strategic matters and the relationship between the two organisations.

5.2 The Deputy Managing Director of CHA will be responsible for providing monitoring information to the Housing & Health Services Manager in line with agreed timescales. Both officers meet quarterly and the CHA officer attends the Community Overview & Scrutiny Committee.

5.3 Other relevant officers to contact in CHA are;

- Head of Asset Management for all property related issues including repairs, empty houses and the Improve Your Homes Programme of new kitchens and bathrooms
- Head of Operation for day to day housing management issues including tackling Anti-Social Behaviour. Contact is also made in regard to attendance at the Council Housing Strategy groups.
- Deputy Managing Director for all financial matters.
- Marketing Communications Executive for press and media enquiries

5.4 Relevant officers in the Council are;

- Housing and Health Services Manager on policy and other issues
- Homelessness Co-ordinator on all day-to-day homelessness enquiries including the Homelessness initiative

5.5 Patch Walks – CHA to arrange & invite local partners to participate such as the police and local ward councillors

Carlisle City Council/Carlisle Housing Association

INFORMATION EXCHANGE PROTOCOL – BRIEFING NOTE FOR MEMBERS

1. Stock transfer in 2002 created CHA as a separate organisation from the Council. The relationship between the two organisations has to take into account the stock transfer; the law on access to information: the Access to Information Act, the Data Protection Act, and the Freedom of Information Act. There needs to be an awareness of the legal implications for both organisations in exchanging information about individual tenants and housing applications. It is the LSVT process which has brought about this change rather than any policy position of CHA.
2. The law requires that individual tenants/waiting list applicants give their written consent to Councillors who are seeking information about their particular case. CHA will have to pursue this from Councillors in order to meet this legislative requirement.
3. Councillor enquiries to CHA have been received by telephone and e-mail. These requests for information need to be made formally by Councillors to CHA and accompanied by the constituent's prior written consent wherever personal data is involved.
4. The timescales to respond to these enquiries are set out within the information exchange protocol.
5. Councillors would still be able to make enquiries relating to non-confidential matters or for information where information about individual tenants/applicants is not required.
6. CHA are most anxious to have a positive and productive relationship with the Council and hope that by jointly issuing the information exchange protocol and this briefing note to members that the position of both organisations is clearly set out and understood. Using these procedures should ensure that both organisations obtain access to the information they require and that neither organisation breaches their legislative obligations.

Signed: _____ [CCC]

Signed: _____ [CHA] Date: _____

CONTACT DETAILS FOR CARLISLE HOUSING ASSOCIATION

Name	Position	Telephone	Email
Patrick Leonard	Managing Director	01228 882726	Patrick.Leonard@carlisleha.org.uk
Susan Kellock	Deputy Managing Director	01228 882726	Susan.Kellock@riverside.org.uk
Kim Doran	Head of Growth & Development	01228 882711	Kim.Doran@carlisleha.org.uk
Paul Taylor	Head of Operations	01228 882770	Paul.Taylor@carlisleha.org.uk
Lynne Kirkwood	Marketing Communications Executive	01228 882834	Lynne.kirkwood@carlisleha.org.uk

CONTACT DETAILS FOR CARLISLE CITY COUNCIL

Name	Position	Telephone	Email
Catherine Elliot	Director of Development	01228 817502	CatherineE@carlisle.gov.uk
Simon Taylor	Housing & Health Services Manager	01228 817327	SimonT@carlisle.gov.uk
Rob Stephenson	Principal Housing Officer	01228 817217	Robs@carlisle.gov.uk
Linda Jervis	Homelessness Co-ordinator	01228 817419	LindaJe@carlisle.gov.uk