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## EXECUTIVE CABINET

**Day:** Wednesday  
**Date:** 26 July 2023  
**Time:** 1.00 pm  
**Place:** Tameside One, Market Square, Ashton-Under-Lyne, OL6 6BH

| Item No. | AGENDA   | Page No |
|----------|--|---------|
| 1.       | <b>APOLOGIES FOR ABSENCE</b><br>To receive any apologies for the meeting from Members of the Executive Cabinet.  |         |
| 2.       | <b>DECLARATIONS OF INTEREST</b><br>To receive any declarations of interest from Members of Executive Cabinet.  |         |
| 3.       | <b>MINUTES</b><br>To consider the attached Minutes of the Executive Cabinet held on 28 June 2023.  | 1 - 10  |
| 4.       | <b>BUDGET MONITORING MONTH 2</b><br>To consider the attached report of the First Deputy, Finance, Resources and Transformation / Director of Resources.  | 11 - 22 |
| 5.       | <b>MEDIUM TERM FINANCIAL PLAN UPDATE</b><br>To consider the attached report of the First Deputy, Finance, Resources and Transformation / Director of Resources.  | 23 - 36 |
| 6.       | <b>TAMESIDE MARKETS –RENT &amp; SERVICE CHARGES</b><br>To consider the attached report of the First Deputy, Finance, Resources and Transformation / Executive Member, Towns and Communities / Head of Estates.   | 37 - 46 |
| 7.       | <b>CORPORATE PERFORMANCE UPDATE, JULY 2023</b><br>To consider the attached report of the Executive Leader / Chief Executive.   | 47 - 58 |
| 8.       | <b>GRANT FUNDING AGREEMENT FOR THE TAMESIDE COMMUNITY SAFETY PARTNERSHIP</b><br>To consider the attached report of the First Deputy, Finance, Resources and Transformation / Executive Member for Towns and Communities / Assistant Director of Operations and Neighbourhoods. | 59 - 78 |

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From: Democratic Services Unit – any further information may be obtained from the reporting officer or from Carolyn Eaton, Principal Democratic Services Officer, 0161 342 3050 or [Carolyn.eaton@tameside.gov.uk](mailto:Carolyn.eaton@tameside.gov.uk), to whom any apologies for absence should be notified.

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| 9.       | <b>GAS CONTRACT RENEWAL</b><br><br>To consider the attached report of the First Deputy, Finance, Resources and Transformation / Executive Member, Climate Emergency and Environmental Services / Director of Place.   | 79 - 92   |
| 10.      | <b>NEW CUSTOMER SERVICE CENTRE DELIVERY MODEL - UPDATE</b><br><br>To consider the attached report of the Executive Member, Towns and Communities / Director of Place.   | 93 - 130  |
| 11.      | <b>FRAMEWORK FOR THE PROVISION OF ADAPTATIONS FOR DISABLED PEOPLE</b><br><br>To consider the attached report of the Executive Member, Adult Social Care, Homelessness & Inclusivity / Director of Adult Services.   | 131 - 138 |
| 12.      | <b>GMCA GRANT FUNDING AGREEMENT FOR A BED FOR EVERY NIGHT (ABEN) AND COMMUNITY ACCOMMODATION TIER 3 (CAS3)</b><br><br>To consider the attached report of the Executive Member, Adult Social Care, Homelessness and Inclusivity / Assistant Director, Operations and Neighbourhoods. | 139 - 252 |
| 13.      | <b>REVIEW OF SUPPORTING FAMILIES DELIVERY</b><br><br>To consider the attached report of the Deputy Executive Leader, Children and Families / Assistant Director, Early Help and Partnerships.   | 253 - 334 |
| 14.      | <b>URGENT ITEMS</b><br><br>To consider any additional items the Chair is of the opinion shall be dealt with as a matter of urgency.   |           |
| 15.      | <b>DATE OF NEXT MEETING</b><br><br>To note that the next meeting of Executive Cabinet is scheduled to take place on Wednesday 30 August 2023.   |           |

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From: Democratic Services Unit – any further information may be obtained from the reporting officer or from Carolyn Eaton, Principal Democratic Services Officer, to whom any apologies for absence should be notified.

## EXECUTIVE CABINET

28 June 2023

Commenced: 1.00pm

Terminated: 1.40pm

**Present:** Councillors Cooney (Chair), Choksi, Fairfoull, Feeley, Jackson, Kitchen (ex-officio), Taylor, Ward and Wills

**In Attendance:**

|                        |  |
|------------------------|--|
| Sandra Stewart         | Chief Executive                                      |
| Ashley Hughes          | Director of Resources                                |
| Stephanie Butterworth  | Director of Adult's Services                         |
| Alison Stathers-Tracey | Director of Children's Services                      |
| Julian Jackson         | Director of Place                                    |
| Debbie Watson          | Director of Population Health                        |
| Emma Varnam            | Assistant Director, Operations and Neighbourhoods    |
| Tracy Brennand         | Assistant Director, People and Workforce Development |
| Jordanna Rawlinson     | Head of Communications                               |

**Apologies for absence:** Councillors North and Sweeton.

### 1. DECLARATIONS OF INTEREST

There were no declarations of interest submitted by Cabinet Members.

### 2. MINUTES OF EXECUTIVE CABINET

#### RESOLVED

That the Minutes of the meeting of Executive Cabinet held on 26 April 2023 be approved as a correct record.

### 3. MINUTES OF ENVIRONMENT AND CLIMATE EMERGENCY WORKING GROUP

#### RESOLVED

That the Minutes of the meeting of the Environment and Climate Emergency Working Group held on 14 June 2023 be noted.

### 4. MINUTES OF STRATEGIC PLANNING AND CAPITAL MONITORING PANEL

Consideration was given to the minutes of the meeting of the Strategic Planning and Capital Monitoring Panel meeting held on 22 June 2022. Approval was sought of recommendations of the Strategic Planning and Capital Monitoring Panel arising from the meeting.

#### RESOLVED

- (a) The minutes of the meeting of the Strategic Planning and Capital Monitoring Panel held on 22 June 2023 be noted; and
- (b) That the following recommendations be approved:

#### 2022/23 CAPITAL OUTTURN

- (i) Note the Capital Outturn position.
- (ii) Approve the £2.998m slippage on the Capital Programme for 2022/23 and its proposed

- re-profiling into the current 2023-24 financial year.
- (iii) Note the funding position of the Capital Programme.
- (iv) Note the changes to the Capital Programme.
- (v) Note the updated Prudential Indicator position.

#### **ADULTS CAPITAL PLAN 2022/2023 UPDATE**

- (i) Note the progress updates of the Adult Services capital programme.
- (ii) Approve the additional budget allocation of £0.039m via the Adult Services Community Capacity grant reserve to finance related IT system upgrade expenditure as referenced in section 1.2. The additional sum to be included in the 2023/24 approved capital programme.
- (iii) Approve the inclusion of the 2023/24 Disabled Facilities Grant allocation of £2.849m to the 2023/24 approved capital programme.

#### **CHILDREN'S SOCIAL CARE CAPITAL SCHEMES OUTTURN REPORT**

- (i) Note the 2022-23 Capital Expenditure Outturn position and approve the budget slippage.

#### **IT CAPITAL PROGRAMME**

- (i) Note the report and the details of the status of the schemes in the programme.

#### **CAPITAL PROGRAMMES FOR GROWTH DEPARTMENTS**

- (i) Note the progress with regards to the schemes within the Place Capital Programme (Town Centres, Property and Planning) as set out in the report
- (ii) Approve the allocation of £1,493 from the Hattersley Land Board, held in Council reserves, to fund the total overspend in relation to the works at Hattersley Railway Station.

#### **EDUCATION CAPITAL PROGRAMME**

- (i) School Condition grant for 2023/24 is updated to add £0.141m to the capital programme as detailed paragraph 2.7.
- (ii) The addition of £0.321m 2023/24 Devolved Formula Capital grant to the capital programme as detailed in paragraph 2.11.
- (iii) Additional funding of £0.200m for fire stopping works and replacement fire alarm at Oakdale Primary from Condition Grant funding as detailed in paragraph 4.13.
- (iv) Additional funding of £0.100m for asbestos removal, electrical rewire and redecoration works at Broadbent Fold Primary from Condition Grant funding as detailed in paragraph 4.14.
- (v) Funding of £0.350m for replacement roof works at Micklehurst Primary from Condition Grant funding as detailed in paragraph 4.16.
- (vi) Funding for provision of an automated gate at Cromwell High of £0.075m from Condition Grant funding and £0.025m school contribution as detailed in paragraph 4.17.
- (vii) A grant agreement for £0.720m is agreed with the New Bridge Academy Trust as detailed in paragraph 6.5 to expand temporary satellite provision at Hawthorns School from September 2023.
- (viii) The addition of £6,386 for the provision of a secure gate at St James Primary School for the resource base is agreed as detailed in paragraph 6.7, taking the total grant agreement amount for the scheme to £0.077m.
- (ix) The balance of completed Basic Needs schemes budget underspends (£0.035m) is returned to the unallocated Basic Need fund as detailed in paragraph 2.3 of the report be noted.
- (x) The balance of completed School Condition schemes budget underspends (£0.071m) is returned to the unallocated School Condition fund as detailed in paragraph 2.8 of the report be noted.
- (xi) The balance of completed High Need Provision schemes budget underspends (£0.114m) is returned to the unallocated High Need Provision fund as detailed in



- paragraph 2.13 of the report be noted.
- (xii) The balance of completed Developer Contribution scheme budget underspends (£0.035m) is returned to the unallocated Developer Contribution fund as detailed in paragraph 2.15 of the report be noted.
- (xiii) Corrie Primary – Roof Replacement (£0.490m) to be returned to the unallocated School Condition fund and (£0.010m) removal of school contribution as detailed in paragraph 4.15 of the report be noted.

#### **CAPITAL PROGRAMME – OPERATIONS & NEIGHBOURHOODS (PLACE DIRECTORATE)**

- (i) Note the progress with regards to the schemes within the Operations and Neighbourhoods Capital Programme as set out in the report.
- (ii) Approve the reprioritised resurfacing schemes for the Highways Maintenance programme as outlined in Appendix 1.
- (iii) Note the progress on the list of highway/footway maintenance schemes identified in Appendix 1 that are to be funded from the Highway Maintenance Grant Allocation
- (iv) Note the progress made to secure grant funding from the Mayor’s Challenge Fund (MCF) programme for two Tranche 1 Phase 2 schemes named Rayner Lane (Ashton and Droylsden) and Stamford Drive to Granville Street (Stalybridge and Ashton).
- (v) Approve the de-prioritisation of the MCF Tranche 1 Phase 2 scheme, named Clarendon Road (Audenshaw), for the reasons set out in section 2 of the report.
- (vi) Note TfGM’s approval of the four Active Travel Fund (ATF2) schemes at Oldham Road, Newman Street, Stockport Road, Ashton and Guide Lane, Audenshaw Note TfGM’s intention to secure grant funding from the MCF programme to upgrade the existing zebra crossing on Cavendish Street, near the junction with Higher Wharf Street and Hill Street, to a signal controlled pedestrian / cycle crossing.
- (vii) Approve the drawdown of funds in respect of the S106 agreements detailed in Section 4 of this report and add to the Council’s Capital Programme to allow the detailed design, procurement and installation of the various works

#### **5. P12 2022/23 OUTTURN REPORT AT 31 MARCH 2023**

Consideration was given to a report of the First Deputy, Finance, Resources and Transformation / Director of Resources, which set out the Outturn position for the 2022/23 financial year, as follows:

- A £0.681m overspend against the 2022/23 revenue budget of £208.609m;
- A small increase in the cumulative deficit in expenditure within the ring-fenced Dedicated Services Grant; and
- Capital Programme expenditure of £21.366m against an approved budget of £24.339m.

It was explained that the macro-economic environment in the United Kingdom (UK) had been challenging for Local Authorities throughout the financial year. When the 2022/23 budget was set, the Bank of England economic forecast was expecting inflation to peak at around 5% in the spring of 2022 and average 2.3% for the year. Inflation peaked at 11.1% in October 2022 and had remained above 10% for the duration of the financial year. A pay award, worth an average of 7% (budgeted for at 1.75%), and a more than doubling of energy costs placed significant pressure on the council’s budget.

This was alongside Adult Social Care Placement activity trending upwards for residential and nursing placements and Children’s Social Care Placements being more expensive due to market sufficiency across placement types, being felt locally and nationally. Scarcity of temporary accommodation placements had contributed to pressures in Place alongside materials inflation outstripping national indices and commuting patterns post Covid-19 restricting parking income returning to pre-pandemic levels.

The report presented separately the Outturn and budget position for Revenue, the Capital Programme and the Collection Fund. As well as setting out budget variances, the report also showed how these had impacted on the Council’s financial position as at 31 March 2023.

The report also appended the annual Treasury Management Report and performance as required by the Treasury Management Code of Practice from the Chartered Institute of Public Finance and Accountancy (CIPFA).

Key points on the Outturn, budget variances and financial position at 31 March 2023 were detailed.

In respect of the Dedicated Schools Grant, it was reported that at 31 March 2023, the cumulative deficit on the DSG was £3.306m, an increase in the deficit of £63,000 compared to the deficit of £3.243m at 1 April 2022. As there was a statutory override in place until 2025/26, a deficit balance on the DSG reserve was ring-fenced from the General Fund and was therefore not a potential charge to the local taxpayer until that point. The Council was undertaking the Delivering Better Value in SEND programme with the Department for Education and had an agreed recovery plan through its Schools Forum. Both of these supported the ongoing management of the High Needs Block.

#### **RESOLVED**

- (i) That the Revenue Outturn position be noted;**
- (ii) That the impact of the Revenue Outturn position on the Council's reserves and balances (see table 1, main report), be noted;**
- (iii) That the current position in respect of the Dedicated Schools Grant deficit be noted;**
- (iv) That the write off of uncollectable debts as set out in Appendix 1 to the report, be approved;**
- (v) That the reserve transfers set out in the relevant table of the report, be approved;**
- (vi) That the Capital Outturn position, be noted;**
- (vii) That the £2.998m underspend on the Capital Programme for 2022/23 and its proposed re-profiling into the current 2023-24 financial year, be approved;**
- (viii) That the funding position of the Capital Programme be noted;**
- (ix) That the changes to the Capital Programme be noted; and**
- (x) That the updated Prudential Indicator position be noted.**

## **6. STAR PROCUREMENT GROWTH**

The First Deputy Finance, Resources and Transformation / Director of Resources submitted a report, which explained that the Council currently sourced most of its Procurement expertise and support as a partner of the STAR Procurement Collaboration, hosted by Trafford Council.

As part of STAR Procurement's ongoing strategy to continuously improve and deliver better value for partners, it was proposed to invite a further two partner organisations to join the collaboration. The addition of a further two partners would increase the buying power of STAR Procurement in a challenging purchasing environment and supported their strategic deliverables as outlined in the report.

The report recommended Executive Cabinet approve the growth and expansion of STAR Procurement from four to six partners and that the revised Joint Committee be reconstituted with similar parameters for delivery as the current Committee.

There were no immediate financial benefits arising from this decision, although there was potential for further economies of scale once the new partners were integrated. There were also no immediate financial dis-benefits arising from the growth of STAR Procurement. Further detail could be found in the financial implications section of the report.

#### **RESOLVED**

- (i) That the disestablishment of the current STAR Joint Committee be approved;**
- (ii) That the expansion of the current shared procurement service to include the Fifth Partner and Sixth Partner which will continue to be hosted by Trafford Borough Council in accordance with the provisions detailed in the report, be approved;**

- (iii) That the establishment of a new STAR Joint Committee for Stockport, Trafford, Rochdale, Tameside, the Fifth Partner and Sixth Partner that will support the delivery of the Shared Service and provide delegated authority to the Procurement Service to operate across the Stockport, Trafford, Rochdale, Tameside, Fifth Partner and Sixth Partner areas, be approved;
- (iv) That the governance arrangements and Terms of Reference of the new STAR Joint Committee as set out in the report, be approved;
- (v) That the Tameside Representative on the revised Joint Committee to be the same representative on the current Joint Committee. That representative being Councillor Jacqueline North, First Deputy (Finance, Resources & Transformation); and
- (vi) That authority be delegated to the Director of Resources and Head of Legal Services, in conjunction with the First Deputy, to agree the final terms and conditions of, and to enter into, an Inter Authority Agreement (“IAA”) in respect of the STAR Procurement shared service on similar terms to the existing IAA.

## 7. REVIEW OF CAR PARK TARIFFS

A report was submitted by the Executive Member, Planning, Transport and Connectivity / Assistant Director, Operations and Neighbourhoods providing options for revised tariffs on Council owned car parks.

It was explained that the principle of the tariff review was to provide a shoppers charter; encouraging a turnover of spaces in town car parks to making shops and services easily accessible and incentivising workers and commuters to use long stay parking provision.

The report provided a brief update on progress of the implementation plan and set out three options for an updated tariff schedule

In February 2023, Executive Cabinet agreed to the replacement or upgrade of 27 town centre Pay and Display machines. The new machines would accept card and contactless payments as well as taking coins. The work would leave the council with 24 payment machines which could take cash only. A compliant procurement route had been identified by STaR Procurement for the upgrading or replacement of the 27 machines. The approximate start date for installation would be 4 September 2023. A review of the remaining 24 machines in Council car parks would be included in the Phase 3 wider strategic review.

When considering car park tariff rates, the Council needed to consider covering expenditure and also establishing a range of charges which would encourage best use of the space available, ensuring the availability of short-stay spaces in the town centres and a premium rate for long stay places. Car parks had a number of running costs, which needed to be mitigated through income generated from their operation.

As part of the improvement plan for Car Parks, it was proposed that revised tariffs were implemented across Tameside Car Parks to bring charges in line with comparable GM neighbours, and to increase the level of surplus income available to fund highways improvements. Analysis of current fees charged at other Greater Manchester authorities was presented in the report. The analysis showed that car parking charges at Tameside Council were considerably falling below similar nearby authorities.

It was proposed that the parking tariffs were revised and uplifted to implement:

1. A tariff of fees for the 27 upgraded Pay and Display machines with card payment options.
2. A tariff of fees for the remaining cash-only pay and display machines.
3. An evening tariff rate for all car parks, 6pm-midnight.
4. The introduction of a Sunday rate for all car park within the borough.

A table of proposed revised pay and display parking tariffs was presented in the report.

It was further explained that a review of staff car parking charges subject to usual consultation with Trade Unions and contract parking would also be brought to the Executive Cabinet in September 2023 as part of the longer term Car Parking Strategy.

#### **RESOLVED**

- (i) That the implementation of new tariffs, as set out in section 5 of the report, be approved;**
- (ii) That the addition of 3 short stay town centre car parks be approved;**
- (iii) That the position in respect of parking income and highways improvement costs set out in section 3 of the report, be noted;**
- (iv) That the tariff for cash only machines to be applied to all car parks from 1 July 2023; and**
- (v) That the new tariff for short stay and long stay car parks to be implemented when the upgrade of machines has been completed (Expected September 2023).**

### **8. EARLY HELP STRATEGY**

Consideration was given to a report of the Deputy Executive Leader, Children and Families / Director of Children's Services, which outlined the establishment of the new Early Help Strategy.

It was explained that the strategy built on the previous Tameside Early Help Strategies of 2017 and 2020. Tameside's approach to Early Help had been refreshed to align with the recommendations from the Independent Review of Children's Social Care (2022), The Department for Education's Stable Homes, Built on Love strategy and consultation (2023) and the Family Hubs and Start for Life programme (2022-2025).

The report detailed the drivers for the strategy and advised that Tameside had also developed a new Thresholds Document ([Tameside Framework for help and support](#)) which would support the delivery of the Early Help Strategy by supporting professionals to identify signs that families need help and the appropriate level of support required.

The Early Help Strategy 2023-2026 would reflect and align the approach with recent changes, strengthening the approach to early intervention, providing families with the right help, from the right place at the right time. The new strategy also acknowledged recent structural changes which had been made to Tameside Council's Early Help offer, including the establishment of targeted family help at Level 3 of the threshold framework where more complex early help cases would be held by Family Help Lead Practitioners who would work with a family as long as needed provided they were making progress. Where needs escalated, cases could be safely and quickly stepped up to statutory services using clearly defined, systematic approaches. The strategy had been developed in order to achieve better outcomes for families and to deliver on corporate priorities to ensure children had the very best start in life, gain aspiration and hope through learning and to nurture resilient families and supportive networks to protect and grow young people.

#### **RESOLVED**

**That the content of the report be noted and the strategy endorsed.**

### **9. FOSTER FRIENDLY EMPLOYER POLICY**

The First Deputy, Finance, Resources and Transformation / Assistant Director, People and Workforce Development submitted a report, which set out the opportunity to adopt a Foster Friendly Policy that provided paid time off for employees who were foster carers or approved kinship carers, or were training to be foster carers. The policy aimed to support employees to manage work and the commitments of being a foster carer.

It was explained that, currently foster/kinship carers were required to co-ordinate various meetings and training sessions around work commitments. The policy was a positive step forward in providing

support for working foster/kinship carers and encouraging others to consider fostering. The adoption of the policy would ensure the Council were able to gain accreditation as a Foster Friendly Employer which supported the aim to be an employer of choice.

**RESOLVED**

- (i) **That the terms of the Foster Friendly Employer policy (as Appendix 1 to the report) be agreed, to support existing and aspiring foster carers in the workplace and to meet corporate priorities of increasing levels of fostering and improving placement stability; and**
- (ii) **It be acknowledged that the implementation of this policy will support the Council's accreditation as a Foster Friendly Employer.**

**10. PRIDE OF TAMESIDE BUSINESS AWARDS**

A report was submitted by the Executive Member, Inclusive Growth, Business and Employment / Interim Assistant Director, Investment, Development and Housing, providing options for the return of the Pride of Tameside Business Awards, a high profile business event celebrating local businesses which last took place in 2019.

The report set out a number of options for consideration as follows:

| <b>Option</b>  | <b>Key Benefits</b>  | <b>Key Challenges</b>   |
|--|--|---|
| <b>1 Direct delivery by TMBC</b>                           | Controlled internally ensuring quality of delivery             | Large project will take significant amount of staff time and creates a financial risk                         |
| <b>2 External procurement of event partner</b>             | Tried and tested model through which TMBC retains some control | Previous procurement has not been successful, however this has not gone to market since 2021                  |
| <b>3 Do not continue Pride of Tameside Business Awards</b> | No financial risk  | Businesses are keen for this to return and may have an expectation of this being delivered                    |
| <b>4 Partner with Quest Media</b>                          | Less staff time required                                       | Financial risk if partner organisation is in financial difficulties<br>Loss of control of quality of delivery |

**RESOLVED**

- (i) **That Option 1, in house delivery of the Pride of Tameside Business Awards by the Economy, Employment & Skills team, be supported; and**
- (ii) **That in order to allow decisions to be made with the speed and flexibility required to deliver an awards event, all operational, management and delivery, be delegated to the Director of Place.**

**11. STOPPING THE SUPPLY OF FREE CADDY LINERS FOR FOOD WASTE**

Consideration was given to a report of the Executive Member, Climate Emergency and Environmental Services / Director of Place, which outlined a proposal to cease supplying caddy liners free to residents and the implementation timeline.

It was explained that the Council currently supplied free on request compostable caddy liners to encourage residents to compost their food waste and add to their brown bin. The collection of food waste was now a well-established practice across households in Tameside. The provision of caddy liners was not necessary to enable residents to recycle their food waste and did not align with the Council's environmental aspirations of achieving net zero services; reducing consumption and

procuring sustainably. The preferred approach was to recycle food waste directly into the caddy and then into the brown bin, reducing un-necessary resources in the waste stream as well as the detrimental carbon footprint of producing liners.

#### **RESOLVED**

**That the supply of free caddy liners to households be stopped, within the implementation timeframe, as detailed in the report.**

### **12. DELIVERY OF A NEW GREATER MANCHESTER BUSINESS COMPLIANCE SERVICE**

The First Deputy, Finance, Resources and Transformation / Executive Member for Climate Emergency and Environmental Services / Assistant Director for Operations and Neighbourhoods submitted a report, which explained that Funding from the Regulator's Pioneer Fund (part of the Department for Business & Trade) of £503,728 had been awarded to Tameside Council on behalf of the ten Greater Manchester public protection teams to create a new business compliance service across Greater Manchester, providing business compliance advice covering environmental health, trading standards and licensing.

#### **RESOLVED**

- (i) That Tameside Council accepts the funding on behalf of the ten Greater Manchester Local Authorities and enters into the Memorandum of Understanding between Tameside Council and the Regulator's Pioneer Fund (on behalf of the Department for Business & Trade) to support delivery of a new Greater Manchester Business Compliance Service (Appendix 1 to the report);**
- (ii) That Tameside Council be the Lead Partner and reallocate the funding to each of the other nine Greater Manchester Local Authorities as per the funding agreement (Appendix 2) and with Salford City Council solely for the funding agreement (Appendix 3) to support delivery of a new Greater Manchester Business Compliance Service; and**
- (iii) That the Collaboration Agreement (Appendix 4) be entered into with the other nine Greater Manchester Local Authorities to support delivery of a new Greater Manchester Business Compliance Service.**

### **13. THE BEE NETWORK – IMPROVING GREATER MANCHESTER'S TRANSPORT GOVERNANCE**

Consideration was given to a report of the Executive Member, Planning Transport and Connectivity / Director of Place, which proposed new governance arrangements to enable a more coordinated and integrated approach to transport governance.

Current arrangements were detailed and it was explained that GMCA, the Mayor and the 10 GM Constituent Councils had delegated some of their functions to the GM Transport Committee (GMTC). The functions delegated provided limited opportunities for GMTC to influence strategic decision-making and therefore transport policy. Its role combined elements of both decision-making around relatively minor issues and performance monitoring which was usually considered to be a scrutiny committee function. This had led to a lack of clarity both within and outside of the GM system.

Principles for future governance were outlined as follows:

To help shape future governance, seven principles that set out the requirements of any new structures have been identified. They should:

- Support shared ownership of the transport agenda across GM, informed by local priorities and driven by consensus.
- Support an integrated approach to policy development to support the delivery of an integrated network.
- Separate decision-making and policy development from oversight and scrutiny.

- Strengthen decision-making, scrutiny and local involvement.
- Be simplified and transparent.
- Support enhanced member and public engagement.
- Ensure delegation to officers to enable operational flexibility, as appropriate.

In alignment with these principles, the proposal was:

- A new, smaller, and more strategically focussed 'Bee Network Committee' (BNC), which would lead transport decision-making at a regional level, taking greater ownership and responsibility for the GM integrated transport network.
- Strengthened local engagement by increasing opportunities for local councillors and members of the public to contribute to and influence transport policy and services in their area.
- Formal scrutiny of the Bee Network Committee being part of the work programme of the newly strengthened GM Overview & Scrutiny Committee.

Although the new committee itself would have greater delegated powers, no additional constituent Council functions were to be transferred or delegated to the GMCA.

As with the present GMTTC, the BNC would be structured as a joint committee, able to exercise decision-making powers and develop policy on behalf of the CA, the Mayor and constituent councils.

The draft Terms of Reference (Appendix 2 to the report) set out the proposed functions of and delegations to the Bee Network Committee. Appendix 3 set out a draft of the proposed Rules of Procedure. If agreed by the GMCA and the Mayor, each GM constituent council would then need to agree to the establishment of the new Bee Network Committee, approve the proposed terms of reference and rules of procedure and appoint an appropriate representative and substitute to the committee. On conclusion of this process, it would be the intention to hold the first meeting of the new Bee Network Committee in July 2023, prior to the first franchised bus services entering operation in September 2023.

## **RESOLVED**

**That Council be recommended to agree:**

- (i) That the establishment of a new joint transport committee (the Bee Network Committee) of the GMCA, the Mayor and the ten Greater Manchester constituent councils, be agreed;**
- (ii) That the appointment of members to the Bee Network Committee as set out in Appendix 1 to the report and nominate the Executive Member for Planning, Transport and Connectivity as the Tameside Council representative, be approved;**
- (iii) That the Terms of Reference of the Bee Network Committee as set out in Appendix 2 to the report, be approved;**
- (iv) It be agreed to delegate the functions of GMCA as set out in the Terms of Reference to the Bee Network Committee and note the delegation of Mayoral functions as set out in the Terms of Reference, attached at Appendix 2 to the report;**
- (v) That the Rules of Procedure for the Bee Network Committee as set out in Appendix 3 to the report, be approved; and**

## **14. TAMESIDE INTERCHANGE – FINAL LAND TRANSACTIONS**

The First Deputy, Finance, Resources and Transformation / Director of Place submitted a report, which explained that, for several years, the Council had been working in partnership with Transport for Greater Manchester ('TfGM') in order to deliver the new Tameside Interchange.

Whilst the Interchange work had been successfully completed and was operational, part of the former bus station site was currently vacant and was not required as part of the scheme. The purpose of the report was to finalise all outstanding land transactions arising in relation to the scheme over the years utilising the Ashton Levelling-Up Funding to support the wider strategic vision for

Ashton Town Centre.

Members were advised that the Interchange works were completed in August 2020 although notwithstanding the previous cabinet resolutions, the transfer of the three parcels of land and acquisition of the former bus station site had not been completed.

With regard to the proposed acquisition of the former bus station site, in February 2021 TfGM tabled a revised deal whereby:

- TfGM would either pay the Council a capital receipt of £150,000 to relinquish its interest in the site and enable TfGM to progress a disposal entirely at their discretion; or alternatively
- TfGM would transfer the site to the Council for a £1, subject to an overage with TfGM receiving 50% of Market Value at the point of a future sale, or in the event the Council failed to sell the land within a 10 year period, 50% of the Market Value at that time.

Dealing briefly with each proposal in turn, it was reported that, due to the strategic importance of the site and its close proximity to Tameside One and the main Ashton Shopping centres, it would be difficult for the Council to justify relinquishing control. Similarly, in proceeding with the second alternative, the inclusion of an overage would result in the need for the Council to engage in further negotiations with TfGM in the future. As neither alternative was considered tenable and following receipt of the Levelling-Up Funding, with the opportunity to utilise this external funding, the preference would be to buy the former bus station site unencumbered. In response TfGM had confirmed they required a price of £150,000 to proceed on that basis. The area of land had had a recent independent valuation (April 2023) that stated a value to the Council of £150,000, which was in line with the proposed purchase price. TfGM had advised they had obtained the necessary governance and authority to proceed on the basis set out in the report.

#### **RESOLVED**

- (i) That the purchase of the former bus station site from TfGM for £150,000 be approved, in order to support the wider emerging strategic vision for Ashton Town Centre;**
- (ii) That the transfer of three small parcels of land to TfGM for £28,000 be approved, to give effect to previous arrangements agreed in principle by Executive Cabinet on 28 June 2017 and 7 February 2018; and**
- (iii) That any variations to the terms set out in the report, which are not of a material nature, be delegated to the Director of Place in consultation with the Head of Legal Services and the Executive Member, Finance, Resources and Transformation.**

#### **15. URGENT ITEMS**

The Chair reported that there were no urgent items for consideration at this meeting.

#### **16. DATE OF NEXT MEETING**

#### **RESOLVED**

**It be noted that the next meeting of Executive Cabinet is scheduled to take place on Wednesday 26 July 2023.**

**CHAIR**



# Agenda Item 4

|  |   |
|--|---|
| <b>Report To:</b>  | <b>EXECUTIVE CABINET</b>  |
| <b>Date:</b>   | 26 July 2023  |
| <b>Executive Member / Reporting Officer:</b>                               | Cllr Jacqueline North –First Deputy (Finance, Resources & Transformation)<br>Ashley Hughes – Director of Resources  |
| <b>Subject:</b>  | <b>2023/24 FORECAST OUTTURN REPORT AT PERIOD 2</b>  |
| <b>Report Summary:</b>   | <p>The report sets out the forecast outturn position for the 2023/24 financial year at Month 2. This includes:</p> <ul style="list-style-type: none"><li>• A £0.031m underspend against the 2023/24 revenue budget of £221.397m.</li><li>• Management actions comprising mitigations of £9.128m and reserve drawdowns of £2.126m, totalling £11.254m.</li><li>• Underlying pressures within Services of £11.233m, of which £2.126m relates to expenditure with specific reserve drawdowns already identified and a further £9.097m, for which management actions to deliver £9.128m of mitigations are underway.</li><li>• Key underlying overspends within the Place, Adults and Children directorates through both demand and inflationary pressures.</li><li>• A projected deficit of £2.540m against the Dedicated Schools Grant.</li></ul> |
| <b>Recommendations:</b>  | <p>Members are recommended to:</p> <ol style="list-style-type: none"><li>1) <b>Note</b> the forecast Revenue Outturn position for 2023/24 and required mitigating actions.</li><li>2) <b>Note</b> that further work will be ongoing throughout the year to track the progress of management actions with further updates to this Executive Cabinet alongside the additional work at Star Chambers, held bi-monthly.</li></ol>   |
| <b>Policy Implications:</b>  | The 2022/23 budget was set by Full Council in March 2022 in line with the Constitution.   |
| <b>Financial Implications:</b>   | As contained within the report.   |
| <b>(Authorised by the Section 151 Officer &amp; Chief Finance Officer)</b> |   |
| <b>Legal Implications:</b>   | The Local Government Act 1972 (Sec 151) states that “every local authority shall make arrangements for the proper administration of their financial affairs...”   |
| <b>(Authorised by the Borough Solicitor)</b>                               | Revenue monitoring is an essential part of these arrangements to provide Members with the opportunity to understand and probe the Council’s financial position.   |
|  | Members will note that the underlying outturn position is a net deficit of £11.222m on Council budgets. As the council has a legal duty   |

to deliver a balanced budget by the end of each financial year Members need to be content that there is a robust Medium Term plan in place to ensure that the council's longer term financial position will be balanced. Ultimately, failure to deliver a balanced budget can result in intervention by the Secretary of State.

The council has a statutory responsibility to ensure that it operates with sufficient reserves in place. The legislation does not stipulate what that level should be, rather that it is the responsibility of the council's 151 officer to review the level of reserves and confirm that the level is sufficient. Reserves by its very nature is finite and so should only be drawn down after very careful consideration as the reserves are unlikely to be increased in the short to medium term.

**Risk Management:**

Associated details are specified within the presentation.

Failure to properly manage and monitor the Council's budgets will lead to service failure and a loss of public confidence. Expenditure in excess of budgeted resources is likely to result in a call on Council reserves, which will reduce the resources available for future investment. The use and reliance on one off measures to balance the budget is not sustainable and makes it more difficult in future years to recover the budget position.

**Background Papers:**

Background papers relating to this report can be inspected by contacting: James Hopwood, Finance Business Partner – Corporate Services



e-mail: [james.hopwood@tameside.gov.uk](mailto:james.hopwood@tameside.gov.uk)

## **1. SUMMARY**

- 1.1 This report presents the 2023/24 revenue budget monitoring for the end of May 2023. It presents the Council's forecast outturn position for the 2023/24 financial year, including any variances against the approved budget.
- 1.2 The revenue budget funds the Council's ongoing, day to day expenditure. It is separate from the Council's Capital Programme, which pays for new assets, such as buildings that provide service benefit over decades.
- 1.3 The 2023/24 Revenue Budget has a Net Expenditure Requirement of £221.397m. The Net Expenditure Requirement is financed by Council Tax, Business Rates and other general funding.
- 1.4 As this is a Month 2 monitoring report, Members are advised that despite their being a forecasted position that is reflective of a balanced budget, it does contain significant levels of risk. The risks are covered in greater detail further in this report.
- 1.5 At the time of drafting this report, the Consumer Price Index (CPI) measure of inflation was running at 8.7%, unchanged from April 2023. The Bank of England have responded to the sticky inflationary environment with a strong monetary policy decision and increased the base rate of interest by 50 basis points to 5%. There are economic forecasts now considering, that to control inflation and return it to the Government target of 2%, the base rate of interest will rise to at least 6% in the calendar year for 2023.
- 1.6 The next monitoring report due is the Period 3 monitoring as at 30 June 2023; this will additionally report on the Capital Programme.
- 1.7 Key points on the forecast 2023/24 Outturn as at month 2 are:
  - A forecast underspend of £0.031m against the Net Expenditure Requirement of £221.397m. This position includes management action comprising mitigations of £9.128m and reserve drawdowns of £2.126m.
  - This position also assumes the delivery of all savings budget reduction proposals as detailed in the MTFs, for which work is underway within Service areas.
  - Key cost pressures from the impact of inflationary increases are prevalent within several service areas, on contracts and placements, and detailed work will be undertaken to track the proportion of increase relating to inflation and that being driven through increased demand for certain services.
  - Significant increases in demand are being experienced within Housing through increases in the requirement for Temporary Accommodation and also within Adults Social Care, particularly relating to long term residential placements.
  - Detailed analysis will be undertaken for areas where additional funding has been held in contingency to fund potential emerging pressures, and where relevant, recommendations will be put forward to draw down appropriate budget.
  - The budgeted Net Expenditure Requirement of £221.397m is financed by General Funding to the same amount, in order to balance the budget. This General Funding comprises: Council Tax, Business Rates, Government Grants, and contributions from Earmarked Reserves.

## **2. FORECAST 2023/24 REVENUE OUTTURN POSITION AT MONTH 2**

- 2.1 As noted above, there is a forecast net underspend of £0.031m, however, this position carries a high level of underlying risk, for which work is underway within Service areas to deliver on planned budget reductions.
- 2.2 Of the underlying pressures emerging across the Council, the 3 largest overspends are:

£5.226m on Place; £2.576m on Children's Services – Social Care; and £1.487m on Adults. The most significant underspend is within Resources (£0.917m) driven by increased interest earned on surplus balances.

- 2.3 Directors, with support from Finance, are working to deliver management actions to achieve a breakeven position against the original budget. The table below gives a breakdown of the position for each Directorate, showing the underlying pressures of £11.233m, the reserve drawdowns already identify to fund specific expenditure included within expenditure forecasts (£2.126m), and the management action underway.

**Table 1: Forecasts Revenue Monitoring 2023-24 Period 2**

| Service Areas            | 2023/24 Budget | Month 2 Underlying Forecast | Underlying variance | Reserves applied | Management Action | Net Variance   |
|--------------------------|----------------|-----------------------------|---------------------|------------------|-------------------|----------------|
|                          | £m             | £m                          | £m                  | £m               | £m                | £m             |
| Adults                   | 41.586         | 43.347                      | 1.761               | (0.274)          | (1.470)           | 0.017          |
| Childrens Social Care    | 55.491         | 59.057                      | 3.566               | (0.990)          | (2.293)           | 0.283          |
| Education                | 8.743          | 9.005                       | 0.262               | 0.382            | (0.500)           | 0.144          |
| Schools                  | 0.000          | 0.000                       | 0.000               | 0.000            | 0.000             | 0.000          |
| Population Health        | 14.332         | 14.644                      | 0.312               | (0.409)          | 0.000             | (0.097)        |
| Place                    | 28.811         | 33.371                      | 4.560               | 0.665            | (4.715)           | 0.511          |
| Governance               | 8.186          | 8.895                       | 0.709               | (0.529)          | (0.150)           | 0.029          |
| Quality and Safeguarding | 0.046          | 0.046                       | 0.000               | 0.000            | 0.000             | 0.000          |
| Resources                | 64.201         | 64.253                      | 0.052               | (0.970)          | 0.000             | (0.917)        |
| <b>TMBC Expenditure</b>  | <b>221.397</b> | <b>232.620</b>              | <b>11.223</b>       | <b>(2.126)</b>   | <b>(9.128)</b>    | <b>(0.031)</b> |

- 2.5 Each of the areas shown in Table 1 above, is set out below in more detail:

- **Adults** – Overall, the initial overspend variance on Adults of £1.487m (Variance after Reserves) comprises a number of overspends and mitigations.

There was an initial month 2 overspend of £2.182m on Integrated Care & Support. Long term placements numbers are forecasted to be 880, rather than the budgeted 731, and 162 short-terms placements are forecasted compared to an average of 25. There is a shortfall in Home Care contributions toward Home Care Services. These cost increases were mitigated by the reduced cost of providing care in residents' homes and additional funding from Tameside and Glossop Integrated Care NHS Foundation Trust. Initial analysis shows significant pressures from the cost of transitions, for which contingency is available and will be requested to draw down. Further work will be required to determine any other mitigations that can be put in place.

This work, along with reviewing the impact of reablement on ongoing care requirements and a review of staffing forecasting assumptions to contain the pressures arising from additional long term placements, are anticipated to reduce pressures within the Directorate by £1.470m.

- **Children's Services – Social Care** – The overall position on Children's services is a gross overspend of £2.576m.

The forecast overspend is driven by external placements for Cared for Children, with both increased demand and increased cost. External residential placement numbers have increased to 75, compared to 66 at the start of the financial year. However, overall numbers have fallen from previous years, with average numbers in 20/21 reaching 80 consistently through the year. In part, the recent increase has been caused by the breakdown of foster

care placements, resulting in the requirement of external residential placements at far higher cost. Further analysis will be undertaken in this area and the Service are reviewing options to support sustainable fostering arrangements.

The key area of financial pressure is highlighted through the average weekly cost of placements, which is also currently £6,131, compared to £5,371 at the same point last year, representing an increase of 14%. The average weekly cost has increased significantly over the past few years, with costs across 2018/19 and 2019/20 staying at approximately £4,000, with a sharp increase at the start of Covid, which has then continued to rise from that point.

The gross overspends on external placements has been offset by net underspends within Child Protection & Children in Need, Safeguarding and Quality, and Early Help, Early Years & Neighbourhoods.

A series of management actions are underway within the Service to mitigate the impact of these increasing costs. These includes focussing on early intervention and prevention work, reviews of staffing forecasting and a clear focus on securing a tripartite agreement with Health and SEND for complex packages of care and are currently estimated to total £2.293m.

- **Education** – The initial variance includes an overspend of £0.262m, relating to an overspend on Special Education Needs and Disability (SEND) Transport, driven by demand pressures, offset mainly by savings from staffing vacancies. Significant increases in the numbers of Education Health Care plans (EHCPs) from 2,191 in April 2022 to 2,668 in April 2023, has had a knock on effect to the number of children requiring specialist transport to and from school. In addition to demand pressures, inflationary pressures on fuel have resulted in costs of provision per pupil rising steadily.

Work is underway within the Service to mitigate the pressures arising. This includes a review of routes and options for delivery, as well as understanding the inflationary pressures presenting as a result of increased fuel and staffing costs, for which contingency budget may be available to support. The SEND transport costs are dependent upon the SEND sufficiency strategy, as supply of suitable in borough placements reduces the costs of home to school transport.

- **Schools** - The Schools budget is financed by a Government Grant – the Dedicated Schools Grant (DSG), with any variance in spend compared to the grant is excluded from the Council's General Fund.
- **Population Health** - Population Health is projected to underspend by £0.097m in 2023/24, mainly due to contract savings, offset by additional staffing and other costs. No further action is required at this stage.
- **Place** – The overall underlying overspend on Place is £5.226m, comprising a number of variances, as described below:

The Corporate Landlord function is forecast to overspend by £1.993m. This includes a forecast overspend on the Facility Maintenance Contract of £2.239m, because contract increases are higher than expected. This area is particularly impacted by the cost of living crisis, with impacts on electricity, gas and staffing leading to significant increases in the costs of maintaining the corporate estate, due to the large number of buildings. There is also a £0.300m shortfall in rental income. This is mitigated by £0.327m from rent reviews and one-off windfalls; alongside £0.219m gained from improving the management of the Council's estate.

There is a £1.836m overspend on Community Safety & Homelessness. This is driven by a £2.313m overspend on temporary accommodation due to increased demand. Numbers of open homelessness cases have increased by more than 200 since December 2022 together

with an upward trend in Temporary Accommodation to meet the demand. This gross overspend has been mitigated by £0.477m of forecast changes mainly relating to additional funding.

There is a further £1.397m of adverse variances. This comprises: £0.714m of additional costs on waste and fleet management; £0.300m of additional costs on Highways minor maintenance; £0.265m reduced income in markets; and £0.148m less car parking income. These additional costs are mitigated by £0.030m of forecast savings. It should be noted that inflationary pressures on supplies and materials have been significant across the Highways function, with costs increasing by 86% over the past 4 years, leading to the additional pressure in this area.

Mitigating actions of £4.715m have been included in the month 2 position, bringing the reported overspend for the Directorate to £0.511m. These mitigating actions include reviewing inflationary pressures with a view to requesting contingency funding be brought into base budget, modelling the impact of the restructure to improve tenancy sustainability and work within the service to identify alternative savings to meet shortfalls.

- **Governance** – The Governance Directorate is forecast to overspend by £0.179m. This is driven by an overspend on HR Operations and strategy: caused by lower income earned on services provided to schools; a projected overspend on staffing. Reviews of staffing forecasts and inflationary impacts are expected to deliver mitigations of £0.150m.
- **Resources** – The Resources Directorate is forecast to underspend by £0.917m. This is driven by additional investment income of £1.850m from favourable interest rates. This additional income has been offset by £0.933m of underlying pressures in Housing Benefits. Across the Directorate, there are also other minor variances in Corporate costs, with both levies and contingency forecast to breakeven. No further management action is required.

2.6 In addition, to the above variances, there have been specific earmarked reserve variances of £2.126m (as shown in Table 1 – column 3). A detailed breakdown of this £2.126m is shown in Appendix A. Each of these items is an additional variance funded by an equal and opposite contribution from reserves. Ongoing work on the Medium Term Financial Strategy will identify the Council's reliance on these types of specific earmarked reserve contributions in order to manage ongoing pressures within the base revenue budget.

2.7 It is emphasised that the £9.128m of management actions will bring the budget to a break-even position. If this is likely to require a call on future earmarked reserve drawdowns, this will be identified through the revenue monitoring, and a decision placed before this Cabinet to approve their use.

### **3 FORECAST 2023/24 RESERVE MOVEMENTS**

3.1 The General Fund, School Balances and Earmarked Reserves (the Council's revenue cash reserves) totalled £132.551m at 1 April 2023.

3.2 The £2.126m additional transfer from earmarked reserves shown in Table 1, will reduce the Council's revenue cash reserves. This reserves transfer will then be mitigated by the current forecast underspend of £0.031m, which will cause a small transfer for the same amount into the Council's earmarked reserves.

3.3 In terms of other revenue reserve transfers, the overall Net Expenditure Requirement of £221.397m includes some movements relating to earmarked reserves. Following Government announcements and other information, there is an expected contribution to earmarked reserves of £5.093m; and an additional £1.453m contribution to the General Fund

balance. Overall, these earmarked reserve movements net to a £6.546m contribution to earmarked reserves and balances (please see Medium Term Financial Plan Update).

- 3.4 Overall, Table 2 shows that the Council's revenue cash reserves of £132.551m at the beginning of the 2023/24 financial year is currently projected to increase to £137.002m by the 31 March 2024. A detailed use of reserves by directorate can be found at **Appendix A**.

**Table 2: Summary Reserves Reconciliation Month 2**

| Revenue Cash Reserves                  |  |
|--|--|
|  | General Fund, School Balances & Earmarked Reserves |
|  | £m   |
| <b>01/04/2023</b>                      | <b>(132.551)</b>                                   |
| Transfers to Reserves (per Table 1)    | 2.126  |
| Positive variance per (Table 1)        | (0.031)  |
| Contribution to reserves and balances* | (6.546)  |
| <b>31/03/2024</b>                      | <b>(137.002)</b>                                   |

*\*per revised Medium Term Financial Plan Update*

- 3.5 The projected reserve movements are also analysed in Table 3 below. As noted, there are reserve drawdowns of £2.126m, which are mainly taken from specific earmarked reserves. Earmarked reserve transfers after funding the budgeted Net Expenditure Requirement total £5.124m. This is then adjusted for the additional £1.453m increase to the Council's General Fund balances, in order to achieve the required level determined by the Section 151 officer review of the Council's reserves and balances.

**Table 3: Revenue Cash Reserves Analysis**

| Earmarked Reserves                                 | 01-Apr-23       | Specific Reserves Application | General Funding | 31-Mar-24       |
|--|-----------------|-------------------------------|-----------------|-----------------|
|  | £m              | £m                            | £m              | £m              |
| Specific Earmarked Reserves                        | (58.178)        | 2.200                         | 1.239           | (54.739)        |
| Building Schools for the future reserve            | (10.316)        | 0.000                         | 0.000           | (10.316)        |
| Schools Funding Reserve                            | (0.268)         | (0.444)                       | 0.000           | (0.712)         |
| Collection Fund Reserve                            | (15.791)        | 0.000                         | (7.800)         | (23.591)        |
| Revenue Grant Reserves                             | (9.208)         | 0.370                         | 0.000           | (8.838)         |
| Covid 19 Grants Reserve                            | (1.437)         | 0.000                         | 1.437           | 0.000           |
| Ringfenced Capital Reserves                        | (1.511)         | 0.000                         | 0.000           | (1.511)         |
| <b>Total Earmarked Reserves</b>                    | <b>(96.709)</b> | <b>2.126</b>                  | <b>(5.124)</b>  | <b>(99.707)</b> |
| General Fund Balance                               | (26.094)        | 0.000                         | (1.453)         | (27.547)        |
| Schools Cash Reserves                              | (9.748)         | 0.000                         | 0.000           | (9.748)         |
| General Fund, School Balances & Earmarked Reserves | (132.551)       | 2.126                         | (6.577)         | (137.002)       |

#### 4. DEDICATED SCHOOLS GRANT (DSG)

3.1 The overall forecast position on the DSG is a deficit of £2.540m, as reported to the schools forum.

**Table 4 Dedicated Service Grant (DSG) 2023/24 Forecast Deficit**

| DSG Funding Blocks                             | DSG Settlement 2023-24 at Mar 2023<br>£m | Block Transfer 2023-24<br>£m | Revised DSG 2023-24<br>£m | Forecast Distribution / Spend 2023-24<br>£m | Forecast (Surplus) / Deficit<br>£m |
|--|--|------------------------------|---------------------------|---|------------------------------------|
| Schools Block                                  | 201.052                                  | -0.694                       | 200.358                   | 200.349                                     | 0.010                              |
| Central School Services Block                  | 1.249                                    | 0                            | 1.249                     | 1.249                                       | 0.000                              |
| High Needs Block                               | 37.144                                   | 0.694                        | 37.838                    | 40.682                                      | 2.845                              |
| Early Years Block                              | 18.082                                   | 0                            | 18.082                    | 17.737                                      | 0.345                              |
| Early Years Block estimated funding adjustment |  |                              | -0.049                    |   | 0.049                              |
| <b>Total</b>                                   | <b>257.527</b>                           | <b>0</b>                     | <b>257.477</b>            | <b>260.017</b>                              | <b>2.540</b>                       |

3.2 The DSG cumulative deficit is held in a ring-fenced fund, separate from the Council's revenue cash balances. This will be reviewed further in the next month's monitoring.

#### 5 RECOMMENDATIONS

4.1 As stated on the front cover of the report, Board are requested to note the month 2 monitoring position for revenue budgets and the mitigating actions underway within Services to meet the underlying pressures across the Directorates.



Appendix A

| Service Area | Reserve Movement | Analysis of Reserves Applied   |
|--------------|------------------|--|
|              | £M               |  |
| Adults       | (0.274)          | <p><b>(£21k)</b> Funding to be utilised in 23/24 for Insulin Workforce Training Programme as per conditions - delay to start up in 22/23</p> <p><b>(£46k)</b> Ageing Well Funding from Health to the Community Response Service in order to hire 2 community response workers to prevent falls at home</p> <p><b>(£61k)</b> Transformation Reserve transfer to support Safeguarding Provision during 23/24 to fund Safeguarding Lead post</p> <p><b>(£53k)</b> Commissioning Transformation Programme - Corporate Reserve Funding to support Social Worker post - agreed Savings Project in 23/24</p> <p><b>(£64k)</b> Commissioning Transformation Programme - Corporate Reserve Funding to support Team Manager post - agreed Savings Project in 23/24</p> <p><b>(£30k)</b> Carers Scheme funding earmarked for contribution towards 1 x Health &amp; Wellbeing Advisor and 1 x activity coordinator</p> |

|                                   |         |   |
|-----------------------------------|---------|---|
| Children's Services - Social Care | (0.990) | <p><b>(£148k)</b> Children's Social Care Commissioning - Related to 3 posts: Funded from Ofsted Reserve - Specific Earmarked Reserve<br/> URN13287 J88 Placement Officer<br/> URN13288 J88 Placement Officer<br/> URN13289 J88 Planning &amp; Commissioning Officer</p> <p><b>(£58k)</b> Leaving Care - Personal Advisors Team - Post URN13318 Practice Manager, funded from Ofsted Reserve - Specific Earmarked Reserve</p> <p><b>(£11k)</b> Staying Close Scheme - drawdown from unspent grant 2022-23 carried forward for scheme delivery - Revenue Grant Reserves</p> <p><b>(£423k)</b> Supporting Troubled Families - one-off saving for 2023/24 coming from reserves - Revenue Grant Reserves</p> <p><b>£61k</b> Youth Offending Turnaround Programme Grant - Adolescent Services, unspent grant 2023-24 to be carried forward - Revenue Grant Reserves</p> <p><b>(£51k)</b> Early Intervention Prevention Grant (EIPG) - Adolescent Services GMCA grant funding draw down to fund Restorative Justice &amp; Groundwork Contracts - Revenue Grant Reserves</p> <p><b>£44k</b> SHIFT Programme - Adolescent Services, unspent grant 2023-24 to be carried forward - Revenue Grant Reserves</p> <p><b>(£31k)</b> Childrens Hub - Post URN13319 Practice Manager funded from Ofsted Reserve - Specific Earmarked Reserve</p> <p><b>(£58k)</b> Early Help Access Point - Post URN13290 Early Help Practice Manager funded from Ofsted Reserve - Specific Earmarked Reserve</p> <p><b>(£58k)</b> Childrens Services Review - Post URN13311 Practice Manager funded from Ofsted Reserve - Specific Earmarked Reserve</p> <p><b>(£221k)</b> Signs of Safety - Staffing costs funded from Population Health Reserve - Specific Earmarked Reserve</p> <p><b>(£36k)</b> Quality Assurance and Audit - Children Services - Post URN13302 Data Quality Officer funded from Ofsted Reserve - Specific Earmarked Reserve</p> <p><b>(£31k)</b> Review &amp; Conferencing - Post URN13300 Conference and Review Clerk funded rom Ofsted Reserve - Specific Earmarked Reserve</p> <p><b>£32k</b> Social Workers in Schools (SWIS) Programme - unspent grant 2023-24 to be carried forward - Revenue Grant Reserves</p> |
| Education                         | 0.382   | <p><b>(£444k)</b> Ringfenced Dedicated Schools Grant (DSG) - forecast movement to support the net DSG deficit.<br/> <b>£62k</b> Additional support for the SEN Assessment Team</p>  |

|                         |                |  |
|-------------------------|----------------|--|
| Population Health       | (0.409)        | <p><b>(£320k)</b> Integrated Care Foundation Trust Element of the Early Attachment Service for 23/24, in order to pay for the Pennine Care contract value. Funded from NHS Risk Share arrangement.</p> <p><b>(£59k)</b> Population Health Reserve drawdown to pay fund Smoking Midwife ICFT Contract element in 23/24 as agreed with ICB</p> <p><b>(£26k)</b> Drawdown from Children's Reserve fund a member of staff supporting the Mental Health Project 23/24</p> <p><b>(£4k)</b> Domestic Abuse Discretionary Reserve drawdown to fund IRIS Programme in 23/24</p> |
| Place                   | 0.665          | <p><b>(£426k)</b> - Homelessness drawdown of grants received in prior year to fund 23/24 expenditure.</p> <p><b>(£116k)</b> - Cultural Services drawdown of grants received in prior year to fund 23/24 expenditure.</p> <p><b>£75k</b> - Fleet - transfer to maintenance smoothing reserve to fund future costs.</p> <p><b>£1,118k</b> - PFI - planned transfers to affordability reserves.</p> <p><b>£14k</b> - Estates - planned transfer to service charge smoothing reserves.</p>   |
| Governance              | (0.529)        | <p><b>(£54k)</b> Drawdown from Budget Resilience Reserve for Communication officer for Godley Green Scheme. <b>(£86k)</b> Drawdown from the Joint Commissioning Reserve for funding of 2 Systems posts <b>(£353k)</b> Drawdown from the Budget Resilience Reserve to fund transformation team <b>(£36k)</b> Transfer from Budget Resilience Reserve for New Burdens Funding for Local Elections (Integrity Programme)</p>  |
| Resources               | (0.970)        | <p><b>(£124k)</b> to fund 2 post within exchequer services, <b>£155k</b> to move to Insurance Reserve. <b>(£1000k)</b>: Transfer from IT investment reserve for smoothing programme for upgrade IT equipment.</p>  |
| <b>TMBC Expenditure</b> | <b>(2.126)</b> |  |

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# Agenda Item 5

|  |   |
|--|---|
| <b>Report To:</b>  | <b>EXECUTIVE CABINET</b>  |
| <b>Date:</b>   | 26 July 2023  |
| <b>Executive Member / Reporting Officer:</b>                               | Cllr Jacqueline North –First Deputy (Finance, Resources & Transformation)<br>Ashley Hughes – Director of Resources  |
| <b>Subject:</b>  | <b>MEDIUM TERM FINANCIAL STRATEGY UPDATE</b>  |
| <b>Report Summary:</b>   | <p>The report updates the Council’s Medium Term Financial Strategy (MTFS).</p> <p>The MTFS is part of the financial framework for the Council. A key purpose of the MTFS is to ensure that future budgets will be balanced.</p>   |
| <b>Recommendations:</b>  | <p>Members are recommended to:</p> <ol style="list-style-type: none"><li>1) Note the impact of additional inflationary and demand pressures on the MTFS from 2024/25 to 2028/29.</li><li>2) Note that this update identifies an additional £6.280m of General Funding in 2023/24.</li><li>3) Note the proposal to increase Council Tax by an additional 1%, and the Adult Social Care Precept by an additional 1%, both in 2024/25.</li><li>4) Approve the overall update to the MTFS for 2024/25 to 2028/29 and the upward revisions to the savings requirement.</li></ol> |
| <b>Policy Implications:</b>  | Budget is allocated in accordance with Council.   |
| <b>Financial Implications:</b>   | As contained within the report.   |
| <b>(Authorised by the Section 151 Officer &amp; Chief Finance Officer)</b> |   |
| <b>Legal Implications:</b>   | The Local Government Act 1972 (Sec 151) states that “every local authority shall make arrangements for the proper administration of their financial affairs...  |
| <b>(Authorised by the Borough Solicitor)</b>                               | The council has a statutory responsibility to ensure that it operates with sufficient reserves in place. The legislation does not stipulate what that level should be, rather that it is the responsibility of the council’s 151 officer to review the level of reserves and confirm that the level is sufficient. Reserves by its very nature is finite and so should only be drawn down after very careful consideration as the reserves are unlikely to be increased in the short to medium term.  |
| <b>Risk Management:</b>  | <p>Associated details are specified within the presentation.</p> <p>Failure to properly manage and monitor the Council’s budgets will lead to service failure and a loss of public confidence. Expenditure in excess of budgeted resources is likely to result in a call on Council reserves, which will reduce the resources available for future investment. The use and reliance on one off measures to balance the budget is not sustainable and makes it more difficult in future years to recover the budget position.</p>  |

**Background Papers:**

Background papers relating to this report can be inspected by contacting :

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## 1. SUMMARY

- 1.1 The report updates the Council's Medium Term Financial Strategy (MTFS). The MTFS sets the framework for a balanced and sustainable revenue budget, which is a key duty for the Council.
- 1.2 The last MTFS was presented as part of the 2023/24 budget proposals, which included a financial projection for the years from 2024/25 to 2027/28.
- 1.3 The 2023/24 budget set a balanced budget with a net expenditure requirement of £221.397m. For future years, the increases to the net expenditure requirement were projected, alongside the quantum of new savings needed to balance the budget. Projected new savings were £13.993m in 2024/25, increasing to £37.465m in 2027/28.
- 1.4 The MTFS comprises a net expenditure requirement which is required to be balanced by the Council's General Funding, consisting of Council Tax, Business Rates, General Grants and earmarked reserves.
- 1.5 Following the 2023/24 budget proposals, inflation has remained stubbornly high. The Council also has available the results of the 2022/23 Outturn. There have been further Government announcements and the Council can incorporate the results of official returns and estimates for Council Tax and Business Rates. These changes are included in the updated MTFS.
- 1.6 Future iterations on this report will contain commentary on the wider economic climate, impacts of legislative change – statute and case law, local taxation collection and tax base changes and scenario planning.

## 2 BACKGROUND

- 2.1 The 2023/24 revenue budget and financial projection up to 2027/28 (previous MTFS) is shown in the Table 1 below:

**Table 1: 2023/24 Revenue Budget and Previous MTFS:**

| 2023/24 Budget and previous MTFS | 2023/24<br>£m | 2024/25<br>£m | 2025/26<br>£m | 2026/27<br>£m | 2027/28<br>£m |
|----------------------------------|---------------|---------------|---------------|---------------|---------------|
| Net Expenditure Requirement      | 221.397       | 231.872       | 243.005       | 254.442       | 265.863       |
| General Funding                  | (221.397)     | (217.879)     | (220.231)     | (224.156)     | (228.398)     |
| <b>Savings To Find</b>           | <b>0.000</b>  | <b>13.993</b> | <b>22.774</b> | <b>30.286</b> | <b>37.465</b> |

- 2.2 Table 1 shows that additional savings needed to be found in future years, in order to balance the budget. Balancing the budget means matching Net Expenditure Requirement with sufficient General Funding resources.
- 2.3 The Net Expenditure Requirement comprises the Council's running costs and related income streams. Running costs relate to employees and contractors but also includes Capital Financing Costs. Capital Financing costs are incurred when the Council borrows to fund the Capital Programme: an amount has to be aside each year from the revenue budget to repay a proportion of the borrowing alongside interest charges on the borrowing. The Net Expenditure Requirement is net of income from fees and charges, revenue grants and interest earned.
- 2.4 General Funding comprises: Council Tax, Business Rates, General Grants and transfers from unallocated earmarked reserves. All these funding sources are general and do not have

to matched against a specific type of expenditure.

- 2.5 Council Tax and Business Rates are collected and managed in a ring-fenced account (called the Collection Fund). The Council's share of Council Tax and Business Rates is paid out of the Collection Fund over to the Council's revenue budget. The Council's share is always agreed prior to the start of each financial year, so the amount paid over is always an estimate. The estimate includes the Council's share for the next financial year as well as an adjustment for projected variances relating to previous estimates (the Collection Fund surplus/deficits).
- 2.6 The General Grants mainly relate to the redistribution of funding between Local Authorities and are linked to Business Rates. Tameside Council's ability to raise Business Rates is less than its assessed funding need according to national formulas, so receives an additional Top Up grant.
- 2.7 General Funding can be increased by transferring unallocated balances from earmarked reserves. However, earmarked reserves can only be used one. Further, a previous review of the robustness of the Council's reserves identified a requirement to increase the Council's General Fund balance. This increase is incorporated within the MTFS update.

### 3 NET EXPENDITURE REQUIREMENT UPDATE

- 3.1 The macro-economic environment continues to be very challenging. Inflation is currently running at 8.7%. This has also had a knock on impact on pay costs, in an already tight labour market. The Bank of England rate has increased in response and is currently running at 5%.
- 3.2 Table 2 below shows the revised projections for the Net Expenditure Requirement. The adjustments are set out in detail in **Appendix A**.

**Table 2a: Revision to Net Expenditure Requirement (before and after technical adjustment).**

| Revised Medium Term Financial Plan           | Ref.       | 2024/25<br>Updated<br>£m | 2025/26<br>Updated<br>£m | 2026/27<br>Updated<br>£m | 2027/28<br>Updated<br>£m | 2028/29<br>Updated<br>£m |
|--|------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>2023/24 Net Expenditure Requirement</b>   | <b>(a)</b> | 221.397                  | 221.397                  | 221.397                  | 221.397                  | 221.397                  |
| Pay Inflation                                | (b)        | 10.052                   | 18.018                   | 24.907                   | 30.529                   | 34.720                   |
| Non-Pay Inflation                            | (c)        | 21.835                   | 33.395                   | 38.532                   | 43.670                   | 48.808                   |
| Fees & Charges Inflation                     | (d)        | (3.285)                  | (5.025)                  | (5.798)                  | (6.571)                  | (7.344)                  |
| Less One Off Contingency                     | (e)        | (6.179)                  | (6.179)                  | (6.179)                  | (6.179)                  | (6.179)                  |
| <b>Net Expenditure Requirement</b>           | <b>(f)</b> | <b>243.820</b>           | <b>261.606</b>           | <b>272.859</b>           | <b>282.846</b>           | <b>291.402</b>           |
| <b>Mossley Precept Technical Adjustment</b>  | <b>(g)</b> | <b>(0.031)</b>           | <b>(0.031)</b>           | <b>(0.031)</b>           | <b>(0.031)</b>           | <b>(0.031)</b>           |
| <b>Net Expenditure Requirement (Revised)</b> | <b>(h)</b> | <b>243.789</b>           | <b>261.575</b>           | <b>272.828</b>           | <b>282.815</b>           | <b>291.371</b>           |



3.3 The inflation assumptions (b, c, and d) are shown in Table 2b below:

**Table 2b: Inflation Assumptions**

| Revised Medium Term Financial Strategy                       | Ref.  |  | 2024/25        | 2025/26           | 2026/27            | 2027/28           | 2028/29          |
|--|-------|--|----------------|-------------------|--------------------|-------------------|------------------|
| <b>Annual Inflation Assumptions</b>                          |       |  | <b>(i)</b>     | <b>(ii)</b>       | <b>(iii)</b>       | <b>(iv)</b>       | <b>(v)</b>       |
| Non-Pay Inflation (%)  | (a1 ) |  | 8.5%           | 4.5%              | 2.0%               | 2.0%              | 2.0%             |
| Pay Inflation (%)  | (b1 ) |  | 7%             | 5%                | 4%                 | 3%                | 2%               |
| Fees & Charges Uplift (%)                                    | (c1 ) |  | 8.5%           | 4.5%              | 2.0%               | 2.0%              | 2.0%             |
| *Monitoring Pressures (%)                                    | (d1)  |  | 0.0%           | 0.0%              | 0.0%               | 0.0%              | 0.0%             |
| **Contingency saving (£m)                                    | (e1 ) |  | (6.179)        |                   |                    |                   |                  |
| <b>Cumulative Inflation Assumptions</b>                      |       |  | <b>Sum (i)</b> | <b>Sum (i:ii)</b> | <b>Sum (i:iii)</b> | <b>Sum (i:iv)</b> | <b>Sum (i:v)</b> |
| Non-Pay Inflation (%)  | (a2)  |  | 8.5%           | 13.0%             | 15.0%              | 17.0%             | 19.0%            |
| Pay Inflation (%)  | (b2)  |  | 7%             | 12%               | 16%                | 19%               | 21%              |
| Fees & Charges Uplift (%)                                    | (c2)  |  | 8.5%           | 13.0%             | 15.0%              | 17.0%             | 19.0%            |
| *Monitoring Pressures (%)                                    | (d2)  |  | 0.0%           | 0.0%              | 0.0%               | 0.0%              | 0.0%             |
| Contingency saving (£m)                                      | (e2)  |  | (6.179)        | (6.179)           | (6.179)            | (6.179)           | (6.179)          |
| * Management actions identified to balance current pressures |       |  |                |                   |                    |                   |                  |
| ** One-off saving from specific 23-24 contingencies          |       |  |                |                   |                    |                   |                  |

3.4 The revised Net Expenditure Requirement also includes a technical adjustment of £31,000 for the Mossley Precept, for which the Council acts as an agent. This has no monetary impact, is a presentational change and simply nets off against an equal and opposite technical adjustment to General Funding. The updated Net Expenditure Requirement incorporating the inflation assumption changes and the technical adjustment, is shown in Table 2c below. Increasing the net expenditure without mitigation, will result in the gap increasing by a further £19.659m in 2028/29. For the avoidance of doubt, this will increase the gap presented at Full Council in February 2023 as per Table 2d overleaf.

**Table 2c: Update to Net Expenditure Requirement**

|   | Ref.       |              | 2024/25<br>Updated<br>£m | 2025/26<br>Updated<br>£m | 2026/27<br>Updated<br>£m | 2027/28<br>Updated<br>£m | 2028/29<br>Updated<br>£m |
|---|------------|--------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 2023/24 Net Expenditure Requirement (See Table 1)     | (a)        |              | 231.872                  | 243.005                  | 254.442                  | 265.863                  | 271.712                  |
| Revised Expenditure Requirement (Revised MTFS)        | (b)        |              | 243.789                  | 261.575                  | 272.828                  | 282.815                  | 291.371                  |
| <b>Net Expenditure Requirement (after adjustment)</b> | <b>(c)</b> | <b>(b-c)</b> | <b>11.917</b>            | <b>18.570</b>            | <b>18.386</b>            | <b>16.952</b>            | <b>19.659</b>            |

**Table 2d: Updated Budget Gap 2024-2028**

|   | 2024/25<br>£m | 2025/26<br>£m | 2026/27<br>£m | 2027/28<br>£m |
|---|---------------|---------------|---------------|---------------|
| <b>Revised Net Expenditure Requirement</b>        | 243.789       | 261.575       | 272.828       | 282.815       |
| <b>February 2023 Full Council General Funding</b> | (217.879)     | (220.231)     | (224.156)     | (228.398)     |
| <b>Revised Savings to Find</b>                    | <b>25.910</b> | <b>41.344</b> | <b>48.672</b> | <b>54.417</b> |

#### 4 2023-24 UPDATE

- 4.1 The General Funding, which will be received in 2023/24, is higher than the 2023/24 budget proposals. Business Rates and Related Grants are £6.280m higher, so that an additional £6.280m can be transferred into Unallocated Earmarked Reserves. The increases are summarised in Table 3 below:

**Table 3: 2023/24 General Funding Update**

| Revised Medium Term Financial Plan               | 2023/24<br>Approved<br>£m | 2023/24<br>Forecast/Known<br>Outturn<br>£m | Variance<br>£m |
|--|---------------------------|--|----------------|
|  | (a)                       | (b)  | (c)            |
|  |                           |  | (a less b)     |
| <b>Council Tax</b>                               | (110.202)                 | (110.202)                                  | 0.000          |
| <b>Council Tax sub-total</b>                     | (110.202)                 | (110.202)                                  | 0.000          |
| <b>Top Up Grant</b>                              | (29.516)                  | (31.829)                                   | (2.313)        |
| <b>Business Rates</b>                            | (56.068)                  | (54.431)                                   | 1.637          |
| <b>Section 31 Grants</b>                         | (16.110)                  | (22.378)                                   | (6.268)        |
| <b>Greater Manchester Benefit</b>                | (0.664)                   | 0.000                                      | 0.664          |
| <b>Business Rates and Related Grants</b>         | (102.358)                 | (108.638)                                  | (6.280)        |
| <b>New Homes Bonus</b>                           | (0.262)                   | (0.262)                                    | 0.000          |
| <b>Return of Greater Manchester Reserves</b>     | (2.415)                   | (2.415)                                    | 0.000          |
| <b>Other Funding</b>                             | (2.677)                   | (2.677)                                    | 0.000          |
| <b>Other Earmarked Reserve Transfers</b>         | (3.453)                   | 1.374                                      | 4.827          |
| <b>Ringfenced Earmarked Reserves</b>             | (2.676)                   | (2.676)                                    | 0.000          |
| <b>Adjusted General Fund Transfer</b>            | 0.000                     | 1.453                                      | 1.453          |
| <b>Estimated Collection Fund Surplus/Deficit</b> | 0.000                     | (6.395)                                    | (6.395)        |
| <b>Transfer surplus into Earmarked Reserves</b>  | 0.000                     | 6.395                                      | 6.395          |
| <b>Unallocated Earmarked Reserve Movements</b>   | (6.129)                   | 0.151                                      | 6.280          |
| <b>Mossley Precept (Technical Adjustment)</b>    | (0.031)                   | 0.000                                      | 0.031          |
| <b>Updated General Funding</b>                   | (221.397)                 | (221.366)                                  | <b>0.031</b>   |

As can be seen, the above table shows no changes to Council Tax or the New Homes Bonus. However, the Council's Top Up grant is higher by £2.313m, following a Government announcement. The table further updates for Business Rate income and Section 31 grants, increasing the additional funding as a whole to a total of £6.280m.

- 4.2 This additional income means these funds are available for transfer to earmarked reserves and General Fund balances. This includes a transfer to General Fund balances of £1.443m. The last review of the Council's balances recommended General Fund balances of £27.537m. The purpose of the £1.443m transfer is to increase the General Fund balance to

this recommended level set in the most recent review by the Council's Section 151 officer.

- 4.3 The known outturn in the table includes the estimated Collection Fund Surplus for 2022/23 (£6.395m), which will be transferred from the Collection Fund into the Revenue Budget in 2023/24. But the transfer of funds is one-off and based on an estimate, as such the Council's policy is to manage these amounts via earmarked reserves. Therefore Table 3 shows the funds transferred into the Revenue Budget and then back out into earmarked reserves.
- 4.4 The table includes the technical adjustment of £31,000 for the Mossley Precept, referred to in 3.4 above. As noted in 3.4, this is an equal and opposite technical adjustment to the Net Expenditure Requirement. Further, there is no impact on the Precept amount received by Mossley Parish.
- 4.5 Table 3 also assumes a break-even position for the 2023/24 Revenue Outturn.

## 5 GENERAL FUNDING SOURCES FROM 2024/25 TO 2028/29

- 5.1 General Funding from 2024/25 to 2028/29 has also been updated in the MTFs. The updated General Funding is set out in Table 4 below and compared with the Net Expenditure Requirement.

**Table 4: Updated Financial Plan 2024/25 to 2028/29 (Revised MTFs).**

| Revised Medium Term Financial Plan                    | Ref. | Calc.      | 2023/24<br>Updated<br>£m | 2024/25<br>Updated<br>£m | 2025/26<br>Updated<br>£m | 2026/27<br>Updated<br>£m | 2027/28<br>Updated<br>£m | 2028/29<br>Updated<br>£m |
|---|------|------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>2023/24 Net Expenditure Requirement</b>            | (a)  |            | 221.397                  | 221.397                  | 221.397                  | 221.397                  | 221.397                  | 221.397                  |
| Pay Inflation   | (b)  |            | 0.000                    | 10.052                   | 18.018                   | 24.907                   | 30.529                   | 34.720                   |
| Non-Pay Inflation                                     | (c)  |            | 0.000                    | 21.835                   | 33.395                   | 38.532                   | 43.670                   | 48.808                   |
| Fees & Charges Inflation                              | (d)  |            | 0.000                    | (3.285)                  | (5.025)                  | (5.798)                  | (6.571)                  | (7.344)                  |
| Less One Off Contingency                              | (e)  |            |                          | (6.179)                  | (6.179)                  | (6.179)                  | (6.179)                  | (6.179)                  |
| <b>Net Expenditure Requirement</b>                    | (f)  |            | 221.397                  | 243.820                  | 261.606                  | 272.859                  | 282.846                  | 291.402                  |
| Mossley Precept Technical Adjustment                  | (g)  |            | (0.031)                  | (0.031)                  | (0.031)                  | (0.031)                  | (0.031)                  | (0.031)                  |
| <b>Net Expenditure Requirement (Revised)</b>          | (h)  | Sum(a:h)   | <b>221.366</b>           | <b>243.789</b>           | <b>261.575</b>           | <b>272.828</b>           | <b>282.815</b>           | <b>291.371</b>           |
| Council Tax   | (b)  |            | (110.202)                | (116.135)                | (119.510)                | (122.979)                | (125.897)                | (128.882)                |
| Business Rates  | (c)  |            | (54.431)                 | (56.613)                 | (57.745)                 | (58.958)                 | (60.255)                 | (61.581)                 |
| Section 31 Grants                                     | (d)  |            | (22.378)                 | (23.141)                 | (23.604)                 | (24.100)                 | (24.630)                 | (25.172)                 |
| Top Up Grant  | (e)  |            | (31.829)                 | (33.052)                 | (33.713)                 | (34.421)                 | (35.178)                 | (35.952)                 |
| Other Business Rates income                           | (f)  |            | 0.000                    | 0.000                    | 0.000                    | 0.000                    | 0.000                    | 0.000                    |
| <b>Sub-total Business Rates and Related Grants</b>    | (g)  | Sum(c:f)   | <b>(108.638)</b>         | <b>(112.806)</b>         | <b>(115.062)</b>         | <b>(117.478)</b>         | <b>(120.063)</b>         | <b>(122.704)</b>         |
| New Homes Bonus                                       | (h)  |            | (0.262)                  |                          |                          |                          |                          |                          |
| Combined Authority return of Levy Reserves            | (i)  |            | (2.415)                  |                          |                          |                          |                          |                          |
| <b>Other Grants and Funding</b>                       | (j)  | Sum(h:i)   | <b>(2.677)</b>           | <b>0.000</b>             | <b>0.000</b>             | <b>0.000</b>             | <b>0.000</b>             | <b>0.000</b>             |
| Adjusted General Fund Transfer                        | (m)  |            | 1.453                    | 0.000                    | 0.000                    | 0.000                    | 0.000                    | 0.000                    |
| Other Earmarked Reserve Transfers                     | (n)  |            | 1.374                    | (1.750)                  | 0.000                    | 0.000                    | 0.000                    | 0.000                    |
| Ringfenced Earmarked Reserve Transfers                | (o)  |            | (2.676)                  | (0.209)                  | (0.234)                  | 0.000                    | 0.000                    | 0.000                    |
| Collection Fund Surplus/Deficit                       | (p)  |            | (6.395)                  | (0.930)                  | 0.000                    | 0.000                    | 0.000                    | 0.000                    |
| Collection Fund Surplus crediting Reserves            | (q)  |            | 6.395                    | 0.930                    | 0.000                    | 0.000                    | 0.000                    | 0.000                    |
| <b>Sub-total unallocated earmarked Reserves</b>       | (r)  | Sum(k:q)   | <b>0.151</b>             | <b>(1.959)</b>           | <b>(0.234)</b>           | <b>0.000</b>             | <b>0.000</b>             | <b>0.000</b>             |
| <b>Updated General Funding</b>                        | (s)  | Sum(a:g+j) | <b>(221.366)</b>         | <b>(230.900)</b>         | <b>(234.806)</b>         | <b>(240.457)</b>         | <b>(245.960)</b>         | <b>(251.586)</b>         |
| <b>Savings to find</b>                                | (t)  | e less s   | <b>0.000</b>             | <b>12.889</b>            | <b>26.769</b>            | <b>32.371</b>            | <b>36.855</b>            | <b>39.784</b>            |
| <b>Savings to find - per 2023/24 budget (Table 1)</b> | (u)  |            | <b>0.000</b>             | <b>13.993</b>            | <b>22.774</b>            | <b>30.286</b>            | <b>37.465</b>            | <b>38.289</b> *          |
| <b>Increase/(Reduction) in Savings Requirement</b>    | (v)  | r less q   | <b>0.000</b>             | <b>(1.104)</b>           | <b>3.995</b>             | <b>2.085</b>             | <b>(0.610)</b>           | <b>1.495</b> *           |

\* The 2023/4 approved budget did not show the 2028/29 year savings to find, so this is indexed 2.2% on top of 2027/28

\*\* (b) Mitigating actions are being identified for the Period 2 Monitoring

- 5.2 Overall Table 4 line (v) shows small increases and decreases in the overall savings to find (see v). The Council needs to find £12.889m savings in 2024/25, slightly less than the £13.993m savings previously required. By 2028/29, the savings required is £1.495m higher. In summary, in the revised MTFs, the Net Expenditure Requirement has increased significantly largely due to inflation, but the Council's General Funding Resources have also

increased.

- 5.3 The changes to the Net Expenditure Requirement have been detailed above in Section 3. Within the General Funding, there have been updates to Council Tax (b) and Business Rates and Related funding (g). These changes are explained in more detail below.
- 5.4 **Council Tax** income makes up almost 50% of General Funding. Council Tax income is the result of the Band D Tax Rate multiplied by the Band D Equivalent Tax Base.
- 5.5 The Band D Tax Rate is set by the Council. It is a single average measure calculated according regulations (the Local Authorities Calculation of Council Tax Base Regulations 2012). The starting point is the number of households in the district, approximately 105,000. These household numbers are then expressed as equivalent numbers by adjusting for discounts and the Council Tax Reduction (CTR) scheme.
- 5.6 There are further adjustments. Each household is allocated a Council Tax Band from A to H, based on dwelling values. Each Council Tax Band incurs a Council is a fixed ratio of Band D, for the purposes of Council Tax Billing. These fixed ratios are shown in Table 5a below:

**Table 5a Council Tax Bands fixed ratios to Band D**

| Band | Property Value at 1 April 1991 | Fixed ratio to Band D |
|------|--------------------------------|-----------------------|
| A    | Up to 40,000                   | 6/9ths                |
| B    | 40,000 - 52,000                | 7/9ths                |
| C    | 52,001 - 68,000                | 8/9ths                |
| D    | 68,001 - 88,000                | 9/9ths                |
| E    | 88,001 - 120,000               | 11/9ths               |
| F    | 120,001 - 160,000              | 13/9ths               |
| G    | 160,001 - 320,000              | 15/9ths               |
| H    | Over 320,000                   | 18/9ths               |

- 5.7 It is because each band is a fixed ratio to Band D that household numbers, after discounts and CTR, can be averaged out as the Band D Equivalent Tax Base.
- 5.8 After changes to the assumptions for the Band D Tax Base and Tax rate, there has been a £3.318m increase to Council Tax in 2024/25, with further increases in later years. This is shown in Table 5b below:

**Table 5b: Council Tax Increases 2024/25 to 2028/29**

|                                  | Ref   |             | 2023/24<br>£m | 2024/25<br>£m | 2025/26<br>£m | 2026/27<br>£m | 2027/28<br>£m | 2028/29<br>£m |
|----------------------------------|-------|-------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 2023/24 Budget: Council Tax      | (i)   |             | 110.202       | 112.817       | 115.497       | 118.239       | 121.045       |               |
| Updated MTFs: Council Tax        | (ii)  |             | 110.202       | 116.135       | 119.510       | 122.979       | 125.897       | 128.882       |
| (Increase) in Council Tax Income | (iii) | (I less ii) | 0.000         | (3.318)       | (4.013)       | (4.740)       | (4.852)       | N/A           |

- 5.9 The changes in assumptions, resulting in an increase in Council Tax income is summarised in Table 6 below:

**Table 6: Council Tax Assumptions in updated MTFS**

|   | Ref | Calc.   | 2023/24   | 2024/25   | 2025/26   | 2026/27   | 2027/28   | 2028/29   |
|---|-----|---------|-----------|-----------|-----------|-----------|-----------|-----------|
| <b>2023/24 Budget and previous MTFS</b>         |     |         |           |           |           |           |           |           |
| Initial Band D Equivalent Tax Base (250 growth) | a1  |         | 65,836.80 | 66,084.00 | 66,334.00 | 66,584.00 | 66,834.00 |           |
| Collection Rate (Bad Debt Adjustment)           | b1  |         | 96.5%     | 96.5%     | 96.5%     | 96.5%     | 96.5%     |           |
| Band D Equivalent Tax Base                      | c1  | (a1xb1) | 63,532.51 | 63,771.06 | 64,012.31 | 64,253.56 | 64,494.81 |           |
| Band D Council Tameside Precept@1.99%           | d1  |         | 1,506.13  | 1,540.65  | 1,575.85  | 1,611.76  | 1,648.38  |           |
| Band D Adult Social Care Precept no increase    | e1  |         | 228.44    | 228.44    | 228.44    | 228.44    | 228.44    |           |
| Band D Council Tax                              | f1  | (d1+e1) | 1,734.57  | 1,769.09  | 1,804.29  | 1,840.20  | 1,876.82  |           |
| 2023/24 Budget and previous MTFS £m             | g1  | (c1xg1) | 110.202   | 112.817   | 115.497   | 118.239   | 121.045   |           |
|   | Ref |         | 2023/24   | 2024/25   | 2025/26   | 2026/27   | 2027/28   | 2028/29   |
| <b>Updated MTFS</b>                             |     |         |           |           |           |           |           |           |
| Initial Band D Equivalent Tax Base (250 growth) | a2  |         | 65,836.80 | 66,084.00 | 66,334.00 | 66,584.00 | 66,834.00 | 67,084.00 |
| Collection Rate (Bad Debt Adjustment)           | b2  |         | 96.5%     | 96.5%     | 97.0%     | 97.5%     | 97.5%     | 97.5%     |
| Band D Equivalent Tax Base                      | c2  | (a2xb2) | 63,532.5  | 63,771.1  | 64,344.0  | 64,919.4  | 65,163.2  | 65,406.9  |
| Band D Council Tameside Precept*                | d2  |         | 1,506.13  | 1,557.99  | 1,594.23  | 1,631.20  | 1,668.89  | 1,707.34  |
| Band D Adult Social Care Precept**              | e2  |         | 228.44    | 263.13    | 263.13    | 263.13    | 263.13    | 263.13    |
| Band D Council Tax                              | f2  | (d2+e2) | 1,734.57  | 1,821.13  | 1,857.37  | 1,894.33  | 1,932.02  | 1,970.47  |
| Updated MTFS (Table 3)                          | g2  | (c2xg2) | 110.202   | 116.135   | 119.510   | 122.979   | 125.897   | 128.882   |
| * 2.99% 24/25 and 1.99% afterwards              |     |         |           |           |           |           |           |           |
| **2% 24/25 and no increase after then           |     |         |           |           |           |           |           |           |

- 5.10 Table 6 shows an assumption of a 2% increase in the Adult Social Care (ASC) Precept in 2024/25. In the previous MTFS, no increase in the ASC was assumed. Current Government announcements allow for ASC precept increases in 2024/25, although not for subsequent years.
- 5.11 The updated MTFS also allows for a 2.99% increase in Tameside's precept for 2024/25, rather than 1.99%, which again is allowed for by Government announcements. The percentage increases for the years after 2024/25 remain the same as in the previous MTFS and in line with current referendum limits.
- 5.12 The increase in the Tameside's precept increase and the ASC increase have a cumulative impact, so increasing Council Tax income for the years after 2024/25...
- 5.13 Table 6 also shows an increase to the Band D Equivalent Tax Base (for example, 2025/26 between c1 and c2). This is driven by a target to improve Council Tax Collection rates in 2025/26 from 96.5% to 97% and then further increases in subsequent years.
- 5.14 For reference, the updated Band D Equivalent Tax Base also assumes growth of 250 properties each year, which is the same as the previous MTFS.
- 5.15 **Business Rates and Related Grants** are the other main element of General Funding. The revised MTFS for this area is shown in Table 7 below:

**Table 7 Updated Business Rates and Related Grants**

| Revised Medium Term Financial Plan            |      | 2023/24<br>Updated<br>£m | 2024/25<br>Updated<br>£m | 2025/26<br>Updated<br>£m | 2026/27<br>Updated<br>£m | 2027/28<br>Updated<br>£m | 2028/29<br>Updated<br>£m |
|---|------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 2023/24 Approved Budget                       | (a)  | (102.358)                | (103.071)                | (104.468)                | (105.885)                | (107.321)                |                          |
| Business Rates                                | (b)  | (54.431)                 | (56.613)                 | (57.745)                 | (58.958)                 | (60.255)                 | (61.581)                 |
| Section 31 Grants                             | (c)  | (22.378)                 | (23.141)                 | (23.604)                 | (24.100)                 | (24.630)                 | (25.172)                 |
| Top Up Grant                                  | (d)  | (31.829)                 | (33.052)                 | (33.713)                 | (34.421)                 | (35.178)                 | (35.952)                 |
| Sub-total Business Rates and Related Grants   | (e)  | (108.638)                | (112.806)                | (115.062)                | (117.478)                | (120.063)                | (122.704)                |
| Increase in Business Rates and Related Grants | (ef) | (6.280)                  | (9.735)                  | (10.594)                 | (11.593)                 | (12.742)                 | N/A                      |

- 5.16 For background, Business Rates are calculated via a chargeable rate multiplied against the rateable value of commercial premises. The chargeable rate (multiplier) is set by the Government. Rateable Value is set by the Valuation Office Agency (VOA).
- 5.17 There is a related Top Up Grant because from 2013/14, the Business Rates system was also used to redistribute funding between Local Authorities. Funding is redistributed based on the difference between a Local Authority's assessed funding need and its ability to collect tax. Because Tameside's assessed need is higher than its tax collection, it will receive a confirmed Top Up grant of £31.829m projected to be 33.052m in 2024/25.
- 5.18 There are Section 31 Grants because the Government helps businesses by providing discounts (called reliefs) and freezing the chargeable rate (the multiplier). These decisions reduce Tameside's share of Business Rates. It receives compensation via additional Section 31 Grants.
- 5.19 There are a number of postponed reforms of the way assessed need is calculated and the workings of the Business Rates system. These changes are now expected from 2025/26. The revised MTFs assumes that these changes will not make Tameside Council worse off.
- 5.20 **Collection Fund Surplus/Deficits** are included in the updated MTFs. Because they are always estimates, the Council's policy is to transfer these amounts to earmarked reserves.
- 5.21 The impact of the Council's policy on Collection Fund earmarked reserves is shown in Table 8 below. The impact in 2023/24 has already been set out in Table 2 and 4.4 above. There is a small adjustment in 2025/26 due to the 2022/23 Outturn on the Collection Fund. This is shown in Table 8 below.

**Table 8: Collection Fund Surplus Deficit**

|   | 2023/24<br>£m | 2024/25<br>£m | 2025/26<br>£m | 2026/27<br>£m | 2027/28<br>£m | 2028/29<br>£m |
|---|---------------|---------------|---------------|---------------|---------------|---------------|
| <b>Earmarked Reserves</b>                             | 0.000         | 0.000         | 0.000         | 0.000         | 0.000         | 0.000         |
| <b>Collection Fund Surplus available for transfer</b> | 0.000         | (7.156)       | (7.156)       | (7.156)       | (7.156)       | (7.156)       |
| <b>One-year delay Collection Fund surplus</b>         | (6.395)       | 0.000         | 0.000         | 0.000         | 0.000         | 0.000         |
| <b>Collection Fund surpluses</b>                      | (6.395)       | (7.156)       | (7.156)       | (7.156)       | (7.156)       | (7.156)       |

- 5.22 The amounts shown in Table 8 will be transferred into the Collection Fund earmarked reserve.
- 5.23 **The other overall change** in the revised MTFs is an increase in new savings which need to be identified. This is the net result of increased General Funding but an even larger increase in future pressures. This is shown in Table 9 below for completeness.

**Table 9: Other overall change – (Increase in Savings Requirement) (Extract Table 4)**

| Revised Medium Term Financial Plan  | Ref. | 2023/24<br>Updated<br>£m | 2024/25<br>Updated<br>£m | 2025/26<br>Updated<br>£m | 2026/27<br>Updated<br>£m | 2027/28<br>Updated<br>£m | 2028/29<br>Updated<br>£m |
|---|------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Net Expenditure Requirement (Revised)   |      | 221.366                  | 243.789                  | 261.575                  | 272.828                  | 282.815                  | 291.371                  |
| Updated General Funding   |      | (221.366)                | (230.900)                | (234.806)                | (240.457)                | (245.960)                | (251.586)                |
| Savings to find   |      | 0.000                    | 12.889                   | 26.769                   | 32.371                   | 36.855                   | 39.784                   |
| Savings to find - per 2023/24 budget (Table 1)  |      | 0.000                    | 13.993                   | 22.774                   | 30.286                   | 37.465                   | 38.289*                  |
| Increase/(Reduction) in Savings Requirement   |      | 0.000                    | (1.104)                  | 3.995                    | 2.085                    | (0.610)                  | 1.495*                   |
| * The 2023/4 approved budget did not show the 2028/29 year savings to find, so this is indexed 2.2% on top of 2027/28 |      |                          |                          |                          |                          |                          |                          |
| ** (b) Mitigating actions are being identified for the Period 2 Monitoring  |      |                          |                          |                          |                          |                          |                          |

- 5.24 In summary, the Council needs to find £1.104m less in savings in 2024/25 compared to the previous MTFs. There are other small variations in the other future years. The full revised

MTFS is set out in Table 4 and explained in detail in the above paragraphs.

## **6 NEXT STEPS AND PLANNED APPROACH**

- 6.1 The Council will continue to review its MTFS and savings programme going forward. The assumptions included within this report will be refreshed in September to take account of on available information on Government funding decisions as well as the macro-economic environment, and again in December. These impacts will be profiled into best- and worst-case scenarios, to create a range of potential budget gaps to ensure prudence in budget setting.
- 6.2 For 2024/25, targets will be issued to Directorates based upon a percentage of net budget, which, combined, will deliver the projected budget reduction target for 2024/25. Work will be undertaken between July and September by the Service areas, supported by Finance, to identify potential projects that could be undertaken to deliver the targets in each area. Over the period September to December, these proposals will be further developed to ensure robust delivery plans are in place and work will commence, with a view to maximising the full year effect of delivery in 2024/25. Priority will be placed on income maximisation across all service areas to reduce the burden on expenditure reductions, however there will be a need for efficiencies in costs alongside a genuine requirement to invest in transformation where the return on investment delivers long-term improvements in outcomes for residents in line with the Corporate Plan alongside recurrent reductions in costs that support the MTFS. Longer term projects will need to be identified now to support the budget gap reduction for 2025/26 onwards.
- 6.3 The draft budget will then be presented to Cabinet in December for consultation, prior to being updated with any funding announcements and finalised in February. These plans will then be monitored closely through the monthly monitoring and Star Chamber processes, now embedded in the monitoring cycle.
- 6.4 The Authority plans further detailed work to be undertaken, including a review of its fees and charges policy alongside a detailed analysis of its Earmarked Reserves. In addition, the Authority is further reviewing the potential cost of introducing the Living Wage Foundation, the National Living Wage and the Fair Cost of Care.

## **7 FINANCIAL RESILIENCE**

- 7.1 A key priority of the MTFS is to align the Council's finances so they are sustainable for the long-term. CIPFA produces, for each Council, a Financial Resilience Index.
- 7.2 The key point from the Index, is that Tameside was assessed as towards the lower level of financial stress and this has been relatively consistent between 2016-17 and 2021-22. Other points were:
- Compared to other Councils, the social care ratio is toward the higher risk range, meaning that Tameside spends a higher proportion of its revenue budget on Children's Social Care.
  - The reduction in the Council's earmarked reserves in recent years as a proportion is slightly above other Councils, indicating a reliance on one-off funding.
- 7.3 The Office for Local Government (Oflog) have also recently published their performance framework for Local Authorities. The key outcomes for Tameside are similar to the CIPFA Financial Resilience Index but also cover a wider number of issues. The points are:
- Tameside's Social care spend as a percentage of its core spending power is significantly



higher than for other Councils, at three quarters of its core spending power.

- Tameside spends slightly less on borrowing costs compared to other Councils.
- Tameside's ability to raise Council Tax, due to the proportion of dwellings in the lower valuation bands, is lower than the average of other Councils.

## **8 RECOMMENDATIONS**

- 8.1 As stated on the front cover of the report.



## Appendix A: Net Expenditure Requirement

| Spend/Income                             | 2024/25                               | 2025/26          | 2026/27          | 2027/28          | 2028/29          |
|--|---------------------------------------|------------------|------------------|------------------|------------------|
| 2023/24 Original Net Expenditure Budget  | £m                                    | £m               | £m               | £m               | £m               |
| Pay costs                                | 120.827                               | 120.827          | 120.827          | 120.827          | 120.827          |
| Premises                                 | 10.007                                | 10.007           | 10.007           | 10.007           | 10.007           |
| Supplies and Services                    | 71.347                                | 71.347           | 71.347           | 71.347           | 71.347           |
| Third Party Payments                     | 164.431                               | 164.431          | 164.431          | 164.431          | 164.431          |
| Transfer Payments (e.g housing benefit)  | 63.349                                | 63.349           | 63.349           | 63.349           | 63.349           |
| Transport                                | 11.099                                | 11.099           | 11.099           | 11.099           | 11.099           |
| Capital Financing & Interest received    | 1.471                                 | 1.471            | 1.471            | 1.471            | 1.471            |
| Miscellaneous Income                     | (23.327)                              | (23.327)         | (23.327)         | (23.327)         | (23.327)         |
| One-off Contingencies                    | 12.648                                | 12.648           | 12.648           | 12.648           | 12.648           |
| <b>Gross Expenditure</b>                 | <b>431.852</b>                        | <b>431.852</b>   | <b>431.852</b>   | <b>431.852</b>   | <b>431.852</b>   |
| Grants                                   | (171.804)                             | (171.804)        | (171.804)        | (171.804)        | (171.804)        |
| Fees & Charges                           | (38.650)                              | (38.650)         | (38.650)         | (38.650)         | (38.650)         |
| <b>Gross Income</b>                      | <b>(210.454)</b>                      | <b>(210.454)</b> | <b>(210.454)</b> | <b>(210.454)</b> | <b>(210.454)</b> |
| <b>Total</b>                             | <b>221.398</b>                        | <b>221.398</b>   | <b>221.398</b>   | <b>221.398</b>   | <b>221.398</b>   |
| <b>Additional Pressures</b>              |                                       |                  |                  |                  |                  |
| Pay cost Inflation                       | 10.052                                | 18.018           | 24.907           | 30.529           | 34.720           |
| Premises Inflation                       | 0.851                                 | 1.301            | 1.501            | 1.701            | 1.901            |
| Supplies & Services Inflation            | 6.064                                 | 9.275            | 10.702           | 12.129           | 13.556           |
| Third Party Payments Inflation           | 13.977                                | 21.376           | 24.665           | 27.953           | 31.242           |
| Transport Inflation                      | 0.943                                 | 1.443            | 1.665            | 1.887            | 2.109            |
| Technical Adjustment for Precept removal | (0.031)                               | (0.031)          | (0.031)          | (0.031)          | (0.031)          |
| Fees & Charges uplift                    | (3.285)                               | (5.025)          | (5.798)          | (6.571)          | (7.344)          |
| Less One-Off Contingencies               | (6.179)                               | (6.179)          | (6.179)          | (6.179)          | (6.179)          |
|  | <b>22.392</b>                         | <b>40.178</b>    | <b>51.431</b>    | <b>61.418</b>    | <b>69.974</b>    |
| <b>Net Expenditure Requirement</b>       | <b>243.789</b>                        | <b>261.575</b>   | <b>272.829</b>   | <b>282.815</b>   | <b>291.371</b>   |
|  |                                       |                  |                  |                  |                  |
| <b>Pay Inflation (%)</b>                 | Inflation applied specific to payroll |                  |                  |                  |                  |
| Premises                                 | 0.085 x £10.007                       | 0.13 x £10.007   | 0.15 x £10.007   | 0.17 x £10.007   | 0.19 x £10.007   |
| Supplies & Services                      | 0.085 x £71.347                       | 0.13 x £71.347   | 0.15 x £71.347   | 0.17 x £71.347   | 0.19 x £71.347   |
| Third Party Payments                     | 0.085 x £164.431                      | 0.13 x £164.431  | 0.15 x £164.431  | 0.17 x £164.431  | 0.19 x £164.431  |
| Transport Payments                       | 0.085 x £11.099                       | 0.13 x £11.099   | 0.15 x £11.099   | 0.17 x £11.099   | 0.19 x £11.099   |
| Fees & charges                           | 0.085 x (£38.650)                     | 0.13 x (£38.650) | 0.15 x (£38.650) | 0.17 x (£38.650) | 0.19 x (£38.650) |

| Spend/Income                             | 2024/25          | 2025/26          | 2026/27          | 2027/28          | 2028/29          |
|--|------------------|------------------|------------------|------------------|------------------|
| 2023/24 Original Net Expenditure Budget  | £m               | £m               | £m               | £m               | £m               |
| Employees                                | 124.621          | 124.621          | 124.621          | 124.621          | 124.621          |
| Premises                                 | 10.007           | 10.007           | 10.007           | 10.007           | 10.007           |
| Supplies and Services                    | 71.347           | 71.347           | 71.347           | 71.347           | 71.347           |
| Third Party Payments                     | 167.352          | 167.352          | 167.352          | 167.352          | 167.352          |
| Transfer Payments                        | 63.349           | 63.349           | 63.349           | 63.349           | 63.349           |
| Transport                                | 11.099           | 11.099           | 11.099           | 11.099           | 11.099           |
| Capital Financing & Interest received    | 1.471            | 1.471            | 1.471            | 1.471            | 1.471            |
| Miscellaneous Expenditure                | (23.574)         | (23.574)         | (23.574)         | (23.574)         | (23.574)         |
| One-off Contingencies                    | 6.179            | 6.179            | 6.179            | 6.179            | 6.179            |
| <b>Gross Expenditure</b>                 | <b>431.851</b>   | <b>431.851</b>   | <b>431.851</b>   | <b>431.851</b>   | <b>431.851</b>   |
| Grants                                   | (171.804)        | (171.804)        | (171.804)        | (171.804)        | (171.804)        |
| Fees & Charges                           | (38.650)         | (38.650)         | (38.650)         | (38.650)         | (38.650)         |
| <b>Gross Income</b>                      | <b>(210.454)</b> | <b>(210.454)</b> | <b>(210.454)</b> | <b>(210.454)</b> | <b>(210.454)</b> |
| <b>Total</b>                             | <b>221.397</b>   | <b>221.397</b>   | <b>221.397</b>   | <b>221.397</b>   | <b>221.397</b>   |
| <b>Additional Pressures</b>              |                  |                  |                  |                  |                  |
| Employee Inflation                       | 10.052           | 18.018           | 24.907           | 30.529           | 34.720           |
| Premises Inflation                       | 0.851            | 1.301            | 1.501            | 1.701            | 1.901            |
| Supplies & Services Inflation            | 6.064            | 9.275            | 10.702           | 12.129           | 13.556           |
| Third Party Payments Inflation           | 13.977           | 21.376           | 24.665           | 27.953           | 31.242           |
| Transport Inflation                      | 0.943            | 1.443            | 1.665            | 1.887            | 2.109            |
| Technical Adjustment for Precept removal | (0.031)          | (0.031)          | (0.031)          | (0.031)          | (0.031)          |
| Fees & Charges uplift                    | (3.285)          | (5.025)          | (5.798)          | (6.571)          | (7.344)          |
| Less One-Off Contingencies               | (6.179)          | (6.179)          | (6.179)          | (6.179)          | (6.179)          |
|  | <b>22.392</b>    | <b>40.178</b>    | <b>51.431</b>    | <b>61.418</b>    | <b>69.974</b>    |
| <b>Net Expenditure Requirement</b>       | <b>243.789</b>   | <b>261.575</b>   | <b>272.828</b>   | <b>282.815</b>   | <b>291.371</b>   |

# Agenda Item 6

- Report to:** EXECUTIVE CABINET
- Date:** 26 July 2023
- Executive Member:** Councillor Jacqueline North, First Deputy (Finance Resources & Transformation).  
Councillor Vimal Choksi MBE, Executive Member for Towns & Communities
- Reporting Officer:** Chris Fairbrother – Head of Estates
- Subject:** TAMESIDE MARKETS –RENT & SERVICE CHARGES
- Report Summary:** In light of the budget challenges and need to achieve fairness in the cost of living crisis, the purpose of this report is to review the subsidy provided to the markets and to review the annual rent increase set out contractually in all market holder leases. The rent increase set out in lease holders contracts is due from the 1 April annually and will be backdated to this. The delay in seeking this increase as been caused by trying to find a fair balance between the market traders and taxpayers who subsidise the market operation.
- Recommendations:** That Executive Cabinet:
- (a) APPROVES a global increase to the service charge of £0.067m in total which will be prorated to individual tenants subject to the size of the stall and location of Ashton or Hyde and that this is backdated to 1 April 2023.
  - (b) DETERMINES the rent increase payable, which under the leasehold agreement should contractually increase by the RPI set as at December 2022 namely 13.44%, and this RPI uplift was assumed in the 2023/24 budget proposals backdated to 1 April 2023.
  - (c) NOTES that:
    - (i) the budget set at Full Council in February 2023 included an uplift to the market rents at the Retail Price Index (RPI) in December 2022.
    - (ii) the budget set at Full Council in February 2023 included a savings proposal to reduce the global service charge subsidy to zero, totalling £0.067m at that point in time.
    - (iii) the revised global service charge subsidy to the markets, driven by the year-end position on utilities and staffing costs, is £0.179m before the decision to increase service charges by £0.067m.
    - (iv) the Council is still subsidising the markets through its service charges by a total of £0.112m per annum using latest available information.
    - (v) the options presented on increases at RPI and Consumer Price Index (CPI) inflation to market rents.
    - (vi) the intention to eliminate the global subsidy for markets' service charges in 2024/25 onwards.

**Corporate Plan:**

The proposals support the Corporate Plan by seeking to preserve the commercial viability of the markets to contribute towards delivering the aim of great place and inclusive growth whilst seeking to achieve a fair balance with the subsidy meet by taxpayers generally.

**Policy Implications:**

Setting the contractual rents at less than that agreed in the budget will require an equivalent budget reduction or income recovery elsewhere in the Place budget in order to deliver a legal balanced budget.

**Financial Implications:  
(Authorised by the  
statutory Section 151  
Officer & Chief Finance  
Officer)**

There are existing revenue budgets for Markets relating to running costs, service charge income and market stall rents. The 2022/23 outturn position, and 2023/24 budget and latest forecasts are summarised below:

| <b>Markets</b>          | <b>22/23<br/>Budget</b> | <b>22/23<br/>Actual</b>   | <b>22/23<br/>Variance</b> |
|-------------------------|-------------------------|---------------------------|---------------------------|
| Expenditure             | 1.436                   | 1.541                     | 0.105                     |
| Service Charge Income   | (0.389)                 | (0.346)                   | 0.043                     |
| Rental Income           | (0.490)                 | (0.367)                   | 0.123                     |
| Other Income            | (0.526)                 | (0.469)                   | 0.057                     |
| <b>Total Net Budget</b> | <b>0.031</b>            | <b>0.359</b>              | <b>0.328</b>              |
| <b>Markets</b>          | <b>23/24<br/>Budget</b> | <b>23/24<br/>Forecast</b> | <b>23/24<br/>Variance</b> |
| Expenditure             | 1.323                   | 1.351                     | 0.028                     |
| Service Charge Income   | (0.456)                 | (0.379)                   | 0.077                     |
| Rental Income           | (0.572)                 | (0.478)                   | 0.094                     |
| Other Income            | (0.314)                 | (0.249)                   | 0.065                     |
| <b>Total Net Budget</b> | <b>(0.019)</b>          | <b>0.245</b>              | <b>0.264</b>              |

Expenditure includes staffing for management of the markets and running costs such as business rates, cleaning, utilities, repairs and maintenance. Income is generated from stall rentals (charged on price per square metre) and service charges (to recover eligible expenditure on running costs, charged on a price per square metre). Income from stall rentals and service charges is variable and linked to market occupancy levels.

The 2023/24 general fund revenue budget approved by Full Council in February 2023 included a savings target to reduce the level of Council subsidy on market service charges by £0.067m, and an RPI increase in the rents to be charged on market stalls of 13.4% (December RPI). Whilst an increase in the service charge (to reduce the Council's subsidy) is still proposed, this report is proposing not to apply the RPI uplift on market stall rents (recommendation 2).

The annual service charge uplift of £0.067m is, on average, an uplift of 9.73% - this is lower than prevailing CPI at the time the Council set its Fees and Charges for the 2023/24 financial year. The table below outlines the impact per stall at both Ashton and Hyde Markets.

| <b>Market</b> | <b>Service Charge<br/>2022/23<br/>£</b> | <b>9.73%<br/>Increase<br/>£</b> | <b>Service Charge<br/>2023/24<br/>£</b> |
|---------------|---|---------------------------------|---|
| Ashton        | 194.08                                  | 18.88                           | 212.96                                  |

|      |        |       |        |
|------|--------|-------|--------|
| Hyde | 182.67 | 17.77 | 200.44 |
|------|--------|-------|--------|

The draft market statement for 2022/23 outlines a global subsidy on the service charge of £0.179m. The planned uplift by £0.067m means the Council will still be providing a subsidy to market traders of £0.112m in 2023/24.

This is contrary to the 2023/24 revenue budget approved by Full Council and will have an adverse impact on the Place Directorate revenue budget of £0.022m. If the proposal to not apply the RPI uplift is approved, the Directorate must identify alternative mitigating savings or income to support the delivery of a balanced budget in 2023/24. These should be recurrent mitigations as the lost differential between RPI and CPI is lost forever.

The tables below show the forecasted budget position for the rental income from the indoor markets using both the current and increased rent charges. This is based on current occupancy levels.

| Market              | Current Annual Rent Income<br>£m | Rent increase at 8.7% (April CPI)<br>£m | Increased Rent 13.4% as per contractual Lease (December RPI)<br>£m |
|---------------------|----------------------------------|---|--|
| Ashton              | (0.328)                          | (0.357)                                 | (0.372)  |
| Hyde                | (0.086)                          | (0.093)                                 | (0.098)  |
| Kiosks              | (0.064)                          | (0.070)                                 | (0.073)  |
| <b>Total</b>        | <b>(0.478)</b>                   | <b>(0.520)</b>                          | <b>(0.542)</b>   |
| <b>Added Income</b> | <b>0.000</b>                     | <b>(0.042)</b>                          | <b>(0.064)</b>   |

Applying the agreed RPI increase would increase the income by £0.064m, in line with the budget set out in Full Council in February 2023. Applying the CPI based increase would increase the income by £0.042m, representing a pressure of £0.022m on the budget approved at Full Council.

The report identifies a potential risk that increasing rents will put an additional pressure on the small businesses within the market hall which could result in some businesses deciding to leave the market. This would result in a loss of rental income and also a reduction service charge income, if these traders were not replaced. Appendix 3 provides analysis of the reductions in occupancy that would need to occur to result in income being reduced back down to 2022/23 levels.

The risk that rent increases could lead to reductions in market stall occupation has to be weighed against the Council's duty under Section 3 of the Local Government Finance Act 1999 to achieve Best Value. There is no duty to provide a market, so as such any provision should be to full cost recovery with no subsidy across rents or service charges.

The service should seek to move to full cost recovery, and eliminate subsidies, as soon as practicably possible to support the Council's Medium Term Financial Strategy (MTFS). Maximisation of income streams is a key plank of the MTFS to deliver a balanced and sustainable budget position and reduces the need to consider expenditure reductions that result in changes to service provision

**Legal Implications:  
(Authorised by the  
Borough Solicitor)**

The terms and operation of the market leases are detailed in the main body of the report. There is a statutory duty to deliver a balanced budget. In agreeing that market traders do not have to pay their contractual increase creates an additional pressure on the Directorate to recover that loss elsewhere. It should be noted that the markets continue to be subsidised by £0.112million even if the full increases are made set out in the report.

**Risk Management:**

Application of the inflationary increase to the rents market for the 2023/24 financial year, is considered to represent a high risk in terms of increased void levels across the markets.

**Access to Information:**

Not Confidential

**Background Information:**

The background papers relating to this report can be inspected by contacting Chris Fairbrother, Head of Estates.



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## 1. INTRODUCTION

- 1.1 In light of the budget challenges and need to achieve fairness in the cost of living crisis, the purpose of this report is to review the subsidy provided to the markets and to review the annual rent increase set out contractually in all market holder leases. The rent increase set out in lease holders contracts is due from the 1 April annually and will be backdated to this. The delay in seeking this increase as been caused by trying to find a fair balance between the market traders and taxpayers who subsidise the market operation.
- 1.2 The permanent market hall traders occupy their units by way of commercial leases with rents reviewed annually and index linked to increases in RPI based on December figures. The December 2022 RPI figure which would be the reference point for April 2023 rent uplifts was 13.44%, and this RPI uplift was assumed in the 2023/24 budget proposals. Contractually the Council can increase the market rents by December 2023 RPI figure of 13.44%.
- 1.3 In additional to stall rentals, traders pay a service charge to cover the shared areas and direct costs of running the markets. The running costs for the markets have historically been subsidised by the Council and the draft Service Charge statements for 2022-2023 show an estimated subsidy of £170,547 for Ashton Market Hall and a subsidy £8,244 for Hyde market. The 2023/24 budget proposals included a proposal to reduce the level of Council subsidy on the service charges. The subsidy has increased because the service charge has not increased for the previous four financial years.
- 1.4 This report address the rent and the subsidised service charge in order that elected members are fully cited on the implications of both and the impact on the market traders, and the budget previously set by Council.

## 2. SERVICE CHARGE

- 2.1 The Service Charge Costs relates to the costs incurred by the Council for operating the market. The market traders' leases detail the Council's obligations and those items of expenditure that are recoverable through the Service Charge. Recoverable expenditure includes business rates, gas, electricity, water, and insurance for common parts, market staff, auditor's fees in relation to the service charge, etc. Not all costs are recoverable under a service charge. It should be noted that each market stall has its own metered electricity supply and each stall is separately rated for business rates.
- 2.2 The draft Service Charge statements for the financial year 2022/23 below highlight that the Service Charge cost for Ashton Market Hall is £623,265 per annum with a subsidy of £170,547:

### Ashton Market Hall - Service Charge 2022/23

|   |                   |                   |
|---|-------------------|-------------------|
| <b>Total Expenditure</b>  | <b>623,265.29</b> |                   |
| Total Square Metres of Ashton Market Hall                               | 5,545.00          |                   |
| Non chargeable areas  | 720.60            |                   |
| Total Square Metres of Ashton Market Hall - Common Areas                | 3,097.81          |                   |
| Let-able Area = 1726.59m <sup>2</sup>                                   | 1,726.59          |                   |
| Percentage payable per let-able area                                    | 1.79              |                   |
| <b>Price Per Square Metre 2022/23</b>                                   | <b>292.86</b>     |                   |
| <b>Discounted Service Charge Used (Frozen at prior year Rates)</b>      | <b>194.08</b>     |                   |
| Maximum amount recoverable from stall holders (based on 100% occupancy) | 335,096.59        | 505,644.35        |
| Amount of Service Charge attributable to Non-chargeable areas           | 117,620.94        | 117,620.94        |
| <b>Total Amount Recoverable</b>   | <b>452,717.53</b> | <b>623,265.29</b> |
| <b>Costs covered by the council due to discounted service charge</b>    | <b>170,547.76</b> | <b>-</b>          |

- 2.3 The draft Service Charge statements for the financial year 2022/23 below highlight that the Service Charge cost for Hyde Market is £207,774 per annum with a subsidy of £8,244:

**Hyde Market Hall - Service Charge 2022/23**

|   |            |                                 |
|---|------------|---------------------------------|
| <b>Total Expenditure</b>  |            | <b>207,774.07</b>               |
| Total Square Metres of Hyde Market Hall                                 |            | 2,712.20                        |
| Non chargeable areas  |            | 826.80                          |
| Total Square Metres of Hyde Market Hall - Common Area                   |            | 1,246.66                        |
| Let-able Area = 663.38m <sup>2</sup>                                    |            | 638.74                          |
| Percentage payable per let-able area                                    |            | 1.95                            |
| <b>Price Per Square Metre 2022/23</b>                                   |            | <b>195.58</b>                   |
| <b>Discounted Service Charge Used (Frozen at Prior Year Rates)</b>      |            | <b>182.67</b>                   |
| Maximum amount recoverable from stall holders (based on 100% occupancy) | 116,678.64 | 124,923.38                      |
| Amount of Service Charge attributable to Non-chargeable areas           | 82,850.69  | 82,850.69                       |
| <b>Total Amount Recoverable</b>   |            | <b>199,529.33    207,774.07</b> |
| <b>Costs covered by the council due to discounted service charge</b>    |            | <b>8,244.74    -</b>            |

- 2.4 The table illustrates the total Service Charge for both Ashton and Hyde markets and the proportion paid by the traders. It shows that the Service Charge paid by the market traders has remained static over the past four years, although the total Service Charge has varied and therefore the subsidy from the Council has also varied.

| Year  | Ashton Market Hall           |   |                                  | Hyde Market Hall             |   |                                  |
|-------|------------------------------|---|----------------------------------|------------------------------|---|----------------------------------|
|       | Total Service Charge (£/psm) | Discounted Service Charge paid by the traders (£0.00/psm) | % Service Charge paid by traders | Total Service Charge (£/psm) | Discounted Service Charge paid by the traders (£/psm) | % Service Charge paid by traders |
| 19/20 | £271                         | 194   | 71%                              | 189                          | 182   | 96%                              |
| 20/21 | £333                         | 194   | 58%                              | 262                          | 182   | 70%                              |
| 21/22 | £292                         | 194   | 66%                              | 195                          | 182   | 94%                              |
| 22/23 | £233                         | 194   | 83%                              | 213                          | 182   | 85%                              |

- 2.5 The Place Directorate to achieve of £67,000 for the financial year 2023/24 to deliver a legal balanced budget attributable to the annual financial subsidy provided to the markets by the Council. It is important to note that this figure represents the level of subsidy provided by the Council to the markets for the financial year 2021/22.
- 2.6 The level of annual subsidy provided by the Council over previous years has varied. For 2022/23 the level of Council subsidy is £170,547 for Ashton and £8,244 for Hyde. This is an increase in the level of subsidy compare to previous years due to increases in cost, particularly for utilities. Based on the most recent projections, it is expected that costs will increase again in 2023/24. This means that even if the £67,000 subsidy is recovered through the service charge from the stall holders, the Council will still be subsidising the Markets. The Council will move to a full cost recovery model for the Service Charge in 2024/25.



### 3. RENT

3.1 The permanent market hall traders occupy their units by way of commercial leases, which are for a fixed term of 3 years, with rents reviewed annually being index linked to increases in RPI as set in December, which is usually published in January to assist with the issue of invoices for rents commencing at the new rates from 1 April every year.

3.2 The table below shows the current estimated rental income for the markets if fully occupied and the actual rent received from current occupancy:

| Area                   | Income - Full Occupancy 22/23 | Income - Current Occupancy | Difference     |
|------------------------|-------------------------------|----------------------------|----------------|
| Ashton Market Hall     | £370,983                      | £322,230                   | <b>£48,753</b> |
| Hyde Market Hall Upper | £54,140                       | £35,688                    | <b>£18,452</b> |
| Hyde Market Hall Lower | £37,276                       | £27,190                    | <b>£10,086</b> |

3.3 In recent previous years, the Council has exercised discretion and not applied the RPI increase to the rents, recognising that the market operates in a challenging environment and the importance of maintaining the commercial attractiveness of the markets. Rents were not increased in the four years from 2016 to 2020. Had rents been increased in line with RPI in those years, the current rent per square metre in Ashton would be £255 rather than the £220 currently being charged. The RPI increase due for the current financial year represents an unprecedented high increase.

3.4 Ashton Market Hall currently has 11 vacant units (out of 81) and Hyde Market Hall has 23 vacant units (out of 76). Markets Management are currently in discussion with other tenants who are suffering financial hardship and considering their future within the Markets. Footfall has decreased by an average of 20% across the markets and shoppers spend has decreased due to the cost of living crisis. Ashton Town Centre will shortly be entering a phase of disruption throughout the redevelopment of the Market Square and surrounding public realm. Whilst there will be mitigation measures to reduce the impact of the works, and the market should benefit from the regeneration scheme, there will nevertheless be a short term impact on the traders.

3.5 The table below shows the estimated total increase in rent across the markets, if the inflationary adjustment was applied in accordance with the terms of the existing agreements.

| Market                   | Current Annual Rent Income<br>£m | Rent increase at 4%<br>£m | Rent increase at 8.7% (April CPI)<br>£m | Increased Rent 13.4% as per Lease (December RPI)<br>£m |
|--------------------------|----------------------------------|---------------------------|---|--|
| Ashton                   | (0.328)                          | (0.341)                   | (0.357)                                 | (0.372)  |
| Hyde                     | (0.086)                          | (0.089)                   | (0.093)                                 | (0.098)  |
| Kiosks                   | (0.064)                          | (0.067)                   | (0.070)                                 | (0.073)  |
| <b>Total</b>             | <b>(0.478)</b>                   | <b>(0.497)</b>            | <b>(0.520)</b>                          | <b>(0.542)</b>   |
| <b>Additional Income</b> | <b>0.000</b>                     | <b>(0.019)</b>            | <b>(0.042)</b>                          | <b>(0.064)</b>   |

3.6 This table demonstrates that if the Council exercised discretion through not applying the full extent of the inflationary uplift, the maximum budget pressure would be £64,000 which the Place Directorate would have to find elsewhere in order to achieve a legal balanced budget.

3.7 The above table provides a high level summary of the impact of the inflationary increase across the markets. The table below, provides an indication of the actual financial impact on

individual stallholders on the rent and service charges, based on two different stall sizes at Ashton Market Hall.

| <b>Stall</b>                                     | <b>A</b> | <b>B</b> |
|--|----------|----------|
| Size (Sq metre)                                  | 67       | 52       |
| Current Service per annum                        | £13,003  | £10,092  |
| Service Charge (assumed rate increased by 16.2%) | £15,110  | £11,727  |
| Total increase per annum                         | £2,107   | £1,635   |
| Current Rent Charge (220.30 per sq metre)        | £14,760  | £11,456  |
| Rent with 8.7% Increase (April 2023 CPI)         | £16,044  | £12,452  |
| Rent with 13.4% Increase (Dec 2022 RPI)          | £16,738  | £12,991  |

#### **4. CONCLUSION**

- 4.1 If the Council were to seek to recover the £67,000 in relation to the Council's subsidy and simultaneously apply the significant inflationary RPI linked increase to the rents, in the current market trading climate, it comes with an inherently high risk of increasing void levels in the markets, and placing traders under additional financial pressure in what is already a challenging retail economy. The consequence of this would be twofold - (i) a reduction in rental income; and (ii) an increase in irrecoverable service charge expenditure.
- 4.2 The options are detailed below (all figures based on current occupancy):
- a. to apply the contractual increase of 13.4% (RPI) which will generate an additional £0.064m of income; or
  - b. to apply an increase at CPI rate of 8.7% which will generate an additional £0.042m of income.
- 4.3 The analysis in appendix 3, shows that based on the projected inflationary increase, only a small number of traders would need to vacate before the total rental income would reduce back to the current level (without the inflationary increase applied). However, the impact on the Service in each case will mean that the savings will have to be found elsewhere.
- 4.4 Any further departures could reduce the rent below the current total rent received. Therefore, it is recommended that for the current financial year, 2023/24, the Council's subsidy be reduced by £67,000 and recovered through the service charge and, that in respect of the rents an increase of 8.7% is recommended (based on April CPI).

#### **5. RECOMMENDATIONS**

- 5.1 As set out at the front of the report.

## APPENDIX 1 – TAMESIDE MARKETS: RENTS & SERVICE CHARGES

The report identifies a potential risk that increasing rents will put an additional pressure on the small businesses within the market hall which could result in some businesses deciding to leave the market. This would result in a loss of rental income and also a reduction service charge income.

Using a break-even analysis methodology, the table below shows how many square metres, and approximate numbers of stalls being vacated it would take to reduce the total income down to the 22/23 income levels based on the current rental rates and using current occupancy levels. The calculations are based on the rents being increased by RPI at 13.4%.

| Current Occupied Area (Sq M)            | Current Occupancy | Reduction in occupied area that would reduce income back to 22/23 level | Stall Equivalent        | Occupancy level with increased rents to deliver same income as 22/23 |
|---|-------------------|---|-------------------------|--|
| <i>Ashton Indoor Market</i>             |                   |   |                         |  |
| 1,487                                   | 87%               | -171  | 4.5 average stalls      | 77%  |
| <i>Hyde Indoor Market – Upper Level</i> |                   |   |                         |  |
| 255                                     | 70%               | -31   | 1 medium sized stall    | 61%  |
| <i>Hyde Indoor Market – Lower Level</i> |                   |   |                         |  |
| 208                                     | 69%               | -20   | Less than 1 small stall | 62%  |
| <i>Ashton Kiosks</i>                    |                   |   |                         |  |
| 342                                     | 70%               | -41   | 1 medium kiosk          | 62%  |

To provide some context to the potential for such reductions in stall holder occupancy, the table below shows the net change in stall holders during 2022/23. For this period, the stall holders received no increase to their rental charges and service charges were also frozen. Although there was a net increase of 1 stall holder across the markets, this equated to a drop in both occupied area and rental income generated.

|                                | Vacated        | Filled        | Net Change     |
|--------------------------------|----------------|---------------|----------------|
| <b>Number of Stall Holders</b> |                |               |                |
| Ashton Indoor                  | -5             | 3             | -2             |
| Hyde - Upper Level             | -1             | 3             | 2              |
| Hyde - Lower Level             | 0              | 2             | 2              |
| Kiosks                         | -4             | 3             | -1             |
| <b>Total</b>                   | <b>-10</b>     | <b>11</b>     | <b>1</b>       |
| <b>Occupied Area (Sq M)</b>    |                |               |                |
| Ashton Indoor                  | -75            | 55            | -62            |
| Hyde - Upper Level             | -9             | 32            | 23             |
| Hyde - Lower Level             | 0              | 27            | 27             |
| Kiosks                         | -207           | 135           | -72            |
| <b>Total</b>                   | <b>-291</b>    | <b>249</b>    | <b>-84</b>     |
| <b>Annual Rent*</b>            |                |               |                |
| Ashton Indoor                  | -16,478        | 12,116        | -4,362         |
| Hyde - Upper Level             | -1,375         | 4,743         | 3,368          |
| Hyde - Lower Level             | 0              | 3,347         | 3,347          |
| Kiosks                         | -52,346        | 34,138        | -18,208        |
| <b>Total</b>                   | <b>-70,199</b> | <b>54,344</b> | <b>-15,855</b> |

\*This figure shows the full year equivalent change in rent, rather than the specific change that occurred in 22/23 as a result of part year changes to stall holders.

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|   |  |
|---|--|
| <b>Report to :</b>  | <b>EXECUTIVE CABINET</b>   |
| <b>Date :</b>   | 26 July 2023   |
| <b>Reporting Officers:</b>  | Councillor Gerald P Cooney – Executive Leader<br>Sandra Stewart – Chief Executive  |
| <b>Subject :</b>  | <b>CORPORATE PLAN OUTCOMES SCORECARD</b>   |
| <b>Report Summary :</b>   | <p>The corporate plan outcomes scorecard attached provides evidence to demonstrate progress towards achievement of the Corporate Plan and improving the services provided to residents, businesses and key stakeholders within the locality. The scorecard, which contains long term outcome measures that track progress to improve the quality of life for local residents, is attached at <b>Appendix 1</b>.</p> <p>A glossary providing more information about the indicators included in the Corporate Outcomes Scorecard is attached at <b>Appendix 2</b>.</p> <p>A plan to refresh the scorecard is also referenced in the report.</p> <p>To note: As agreed by Executive Board in July 2021, the Corporate Outcomes scorecard will be reported at Executive Cabinet, Overview Panel and the two Scrutiny Panels on a regular basis. The Corporate Health Scorecard will be reported to Executive Board only.</p> |
| <b>Recommendations :</b>  | That the contents of the report, scorecard <b>Appendix 1</b> , the glossary of indicators <b>Appendix 2</b> , and the plan for a refresh of the scorecard are noted.   |
| <b>Links to Corporate Plan:</b>   | The report is relevant to all elements of the Corporate Plan as the scorecards provide data to help track progress towards achieving its aims and objectives.  |
| <b>Policy Implications :</b>  | The corporate scorecard provides the evidence for demonstrating the progress being made towards achievement of the Corporate Plan and improving the services provided to residents, businesses and key stakeholders within the locality. The thematic scorecards – which support the corporate scorecard - will enable services to monitor their own performance and their contribution to delivery of the Corporate Plan.   |
| <b>Financial Implications :</b><br><b>(Authorised by the statutory Section 151 Officer &amp; Chief Finance Officer)</b> | <p>Whilst there are no direct financial implications arising from the recommendations in this report, the scorecard should assist Members in making decisions regarding the prioritisation of the Council's limited resources.</p> <p>The CIPFA Financial Management Code sets an expectation that to remain financially sustainable an authority must have timely information on both its financial and operational performance. Performance information should aid Members understanding as to whether spending decisions are achieving objectives, and enable informed decisions regarding the prioritisation of scarce resources in the face of significant</p>  |

financial challenges.

**Legal Implications :**  
**(Authorised by the Borough Solicitor)**

Although there are no direct legal implications, the scorecard is one of the council's fiscal management tools to ensure prudent financial management especially in the current challenging economic climate.

**Risk Management :**

Effective use of data, including performance management through scorecards, helps to identify areas where improvement activity is required thus avoiding the risk of service failure. Alongside this services have management information that is used to assess risk and drive improvement.

**Access to Information :**

The background papers relating to this report can be inspected by contacting Alec Milner, Policy Officer



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## 1. CORPORATE PLAN OUTCOMES SCORECARD

- 1.1 The Corporate Plan outcomes scorecard, **Appendix 1**, contains indicators focused on long term outcomes across the eight corporate plan priorities. The measures within this scorecard were chosen to illustrate how the Council's work directly and indirectly impacts the lives and experiences of Tameside residents.
- 1.2 The Corporate Plan outcomes scorecard has been reorganised and is now categorised by Directorate. The metric reference numbers have not been changed to allow for easier comparison to previous versions of the document.

### Adults

- 1.3 The percentage of care home beds at homes rated as Good or Outstanding by the Care Quality Commission, CQC, has increased since the previous scorecard release in February, from 73.4% to 74.4% of care beds within Tameside.
- 1.4 The rate of emergency hospital admissions for falls in people aged 65 years or older was 1,989 per 100,000 in 2021/2022, down significantly from 2,189 per 100,000 the previous year and below the national average rate of 2,100 per 100,000 residents aged 65 year or older.

### Children's

- 1.5 The percentage of Tameside's children achieving the expected level of phonics decoding in 2022 was 72%, a fall from the previous time this was reported in 2019, when 78% of children reached the expected standard. A national issue due to the impact of extensive lockdown.
- 1.6 The number of young children in quality education is improving- placements of 2 year olds in funded early education reached 86% of the target number set by the Department for Education in the Spring term 2022/23, up from 81% in the same term 12 months prior. Considering 3 and 4 year olds, 94% were placed at early years settings rated as Good or Outstanding by Ofsted in Spring 22/23, up from 88% in Spring 21/22.
- 1.7 Educational attainment data, which were updated for the first time since the Coronavirus pandemic in the previous release of this report, has been amended: the average Attainment 8 score of Tameside GCSE pupils in 2022 was 45.2, up from 44.2 in 2019 but below the national average of 47.2. In addition, the percentage of pupils achieving a grade 4 or above in their English and Mathematics GCSEs was 65.2% in 2022, up from 63.0% in 2019 and above the national average of 64.4%.
- 1.8 Also adjusted were the data on key stage 2 reading standards, with the percentage of Tameside pupils achieving the expected reading standard in 2022 was 76%, up from 72% in 2019 and fractionally higher than the national average of 75%. Due to the intensive Tameside Loves Reading programme.
- 1.9 The number of first time entrants into the youth justice system per 100,000 was 64.3 in Q4 2022/23, down from 91.9 in the previous quarter but up significantly from the 23.0 recorded in Q4 2021/22. In line with the other nine Greater Manchester authorities covered by Greater Manchester Police (GMP).
- 1.10 The rate at which fixed term exclusions were given to secondary school pupils was 34.32% in the 2021/22 academic year. While up significantly from 16.65% the previous year, 2020/21's numbers are artificially suppressed due not only to the increased rate of absences due to Covid-19 but also due to two Tameside secondary schools became academies during the school year, resulting in the Autumn term data for these schools being unavailable.

1.11 The number of Child and Family Assessments completed by Children's services was 925 in Q4 2022/23, a slight drop on the 979 assessments completed in the previous quarter, and down 25% on the quarter 4 of the previous year, when 1,241 assessments were completed. A positive development bringing us in line with our comparable neighbour benchmark.

1.12 The percentage of children cared for by the Authority who were adopted was 1.56% in Q4 2022/23, down from 2.84% in the same quarter of 2021/22.

### **Place**

1.13 The percentage of adult residents in employment in 2022 was 75.6%, up by one percentage point from 2021 but slightly below the national average rate of 75.8%.

1.14 Job density, the ratio of total jobs to working age residents, was 0.57 in 2021, up slightly from 0.56 in 2020. Tameside's job density being less than 1 is indicative of the borough's position as a satellite area of Manchester, with people living in Tameside and working in Manchester and other boroughs.

1.15 The number of Tameside residents claiming Universal Credit was 26,864 in April 2023, up from 25,012 12 months prior- an increase of 7.4% over the year. Of Tameside residents in receipt of Universal Credit, 37.5% were in employment in March 2023, down from 40.8% in March 2022 and just below the national average of 38.4%.

1.16 Tameside Gross Value Added per Head (a measure of the size of Tameside's economy similar to the national measure of GDP per Capita) was £14,991.41 in 2021 (current prices), down 3.97% from 2020, when the GVA per Head was £15,617.50 in current prices.

1.17 The borough's business rates Total Rateable Value was £148,392,292 in May, down slightly from £148,477,595 in May 2022.

1.18 Apprenticeship data for 2022/23 shows a steep drop in both starts and completions on the previous year. Per 10,000 working age residents in Tameside, there were 65.7 apprenticeship starts and 22.8 completions, compared to 127.6 starts and 47.5 completions in the previous year. These rates, however, remain higher than the national average of 54.9 starts and 17.4 completions per 10,000 working age residents.

1.19 The maximum mean download speed available to broadband users in Tameside was 123.6 Mb per second in Q4 2022/23, up from 83.1 in the same period the year prior, and the proportion of premises with network infrastructure capable of providing gigabit speeds, such as "full fibre", was 81.9%, up from 76.6% in Q4 2021/22- this level of connectivity is higher than across England as a whole, where the maximum mean download speed was 112.4 Mb per second and 75.8% of premises were gigabit-capable.

1.20 The rate of rough sleeping in Tameside continued to fall from 0.48 per 10,000 households in 2021 to 0.40 per 10,000 households in 2022, although the rate of households owed a homelessness prevention or relief duty has increased; 2.86 in every 1,000 households was owed a prevention or relief duty in the period of October to December 2022, up slightly from 2.82 per 1,000 households in the same period in 2021.

### **Population Health**

1.21 The proportion of children in year 6 classified as overweight or obese in 2022 was 39.2%, up from 36.2% in 2020 (data was not recorded in 2021) and above the national average of 37.8%. Conversely, the proportion of adults classified as overweight or obese has fallen, down from 70.3% in 2020/21 to 69.2% in 2021/22.



- 1.22 The rate of hospital admissions due to alcohol related harm (using the broad definition, which includes admissions where alcohol was a secondary factor, e.g. injuries sustained while intoxicated), in 2021/22 was 2,085 per 100,000 – notably higher than the national average of 1,734 admissions per 100,000 people. The rate of hospital admissions due to alcohol related harm in 2021 (using the narrow definition, which is more stable over time and less likely to coding changes in data), was recorded as 504 per 100,000 which is not significantly different than the national average of 494 admissions per 100,000 people. Comparisons on previous years could not be made due to changes on how the indicator is calculated.
- 1.23 The suicide rate in Tameside was 7.2 per 100,000 people (2019-21), which is the lowest rate seen in Tameside in over 20 years. This reflects a continued decline in the rate over the last decade and is now significantly lower than the national average.

## **2. REFRESH OF THE SCORECARDS**

- 2.1 It is appropriate to keep the basket of measures in the scorecards under regular review to ensure they are still relevant and meaningful. Similarly, a more comprehensive review of the wider approach should be undertaken from time to time. With this in mind, a review has commenced that will lead to the development of a refreshed scorecard. The current scorecard includes a large number of long-term outcomes measures. Improvement against these will be delivered by the actions of a number of partners – local, regional and national – not just Tameside Council. It is proposed to develop a new scorecard linked to the council's corporate plan that focusses primarily on measures that record and explain the performance of council services. That is, areas and indicators the public and regulators use to judge how well the council is run and delivering for the local community. An initial outline scope of potential measures has been undertaken. Sources include (not exhaustive) Ofsted; Care Quality Commission; Local Government Association (LGA); and government department frameworks. It is proposed a conversation takes place with each Directorate on which measures to take forward. The existing long-term outcomes measures will be kept under ongoing review by the council and partners as part of the Joint Strategic Needs Assessment (JSNA).

## **3. RECOMMENDATIONS**

- 3.1 As set out at the front of the report.

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| Directorate           | Portfolio  | Theme  | Outcome   | Metric Reference  | Metric   | Previous Position       | Current Position | National Average        | Period              | Progress | Targets   |  |  |
|-----------------------|--|--|---|---|--|-------------------------|------------------|-------------------------|---------------------|----------|---|--|--|
|                       |  |  |   |   |  |                         |                  |                         |                     |          | Apr 2025  | Apr 2030   |  |
| Adults                | Adult Social Care, Homelessness, and Inclusivity | Independence & Dignity in Older Age                                    | Increase the number of people helped to live at home                | ID1   | Funded Permanent 65+ in residential/nursing homes per 10k                                | 144.1 (Q4 2021/22)      | 151.1            | N/A                     | Q4 2022/23          | ↑        | 585.6   | Only those in most in need access residential/nursing care at the right point for them   |  |
|                       | Population Health and Wellbeing                  |  | Reduce hospital admissions due to falls                             | ID2   | Emergency admissions for falls 65+ per 100k  | 2189                    | 1989             | 2100                    | 2021/2022           | ↓        | 1875.57   | Emergency falls in the 65+ age group are low   |  |
|                       | Adult Social Care, Homelessness, and Inclusivity |  | Increase levels of self-care / social prescribing                   | ID3   | % service users who find it easy to find information                                     | 70.6% (2019/20)         | 57.7%            | 64.6%                   | 2021/2022           | ↓        | 78.6%   | Tameside and Glossop is a place where people are supported to self care  |  |
|                       | Adult Social Care, Homelessness, and Inclusivity |  | Good' and 'Outstanding' social care settings                        | ID4   | CQC Audit Results: % care home beds good or outstanding                                  | 73.4%                   | 74.4%            | N/A                     | Ad Hoc              | ↑        | 80%   | All residential/nursing settings are rated good or outstanding   |  |
|                       | Adult Social Care, Homelessness, and Inclusivity |  | Prevention support outside the care system                          | ID5   | Number of people supported outside the social care system with prevention based services | 7085 (Q4 2021/22)       | 5211             | N/A                     | Q4 2022/23          | ↓        | 7500  | All people are supported to remain in the community  |  |
| Children's            | Children and Families                            | Very Best Start  | Improve school readiness  | V2 (LUI) (GMM)  | % achieving a 'good' level of development  | 65.7%                   | 66.9%            | 71.80%                  | 2019                | ↑        | 75%   | All children start school ready to learn   |  |
|                       | Children and Families                            |  |   | V3 (LUI)  | % achieving expected level in Phonics decoding   | 78% (2019)              | 72%              | 75%                     | 2022                | ↓        |   |  |  |
|                       | Children and Families                            |  | Children attending 'good' and 'outstanding' early years settings    | V4  | % 3 & 4 year olds at 'good' or 'outstanding' EY settings                                 | 88.0% (Spring 21/22)    | 94.0%            | N/A                     | Spring Term 2022/23 | ↑        | 98%   | All children to attend good or outstanding early years settings  |  |
|                       | Children and Families                            |  | Take up nursery at 2 Years  | V5 (GMFT)   | 2 year olds in funded early education- % of DfE Target                                   | 81% (Spring 21/22)      | 86%              | N/A                     | Spring Term 2022/23 | ↑        | 95%   | All eligible 2 year olds benefit from funded early years education   |  |
|                       | Education, Achievement, and Equalities           | Aspirations and Hope   | Reading / Writing / Maths at Key Stage 2                            | A1  | % students achieving KS2 expected standard   | 63% (2019)              | 57%              | 59%                     | 2022                | ↓        | 70%   | All children to be provided with the opportunity to achieve their full educational potential                                     |  |
|                       | Education, Achievement, and Equalities           |  | Key Stage 4 attainment  | A2  | Average attainment 8 score   | 44.2 (2019)             | 45.2             | 47.2                    | 2022                | ↑        | 50  |  |  |
|                       | Education, Achievement, and Equalities           |  | % achieving Grade 4 or above in English & Maths GCSEs               | A3  | 63.0% (2019)   | 65.2%                   | 64.4%            | 2022                    | ↑                   | 70%      |   |  |  |
|                       | Education, Achievement, and Equalities           |  | Young people going into higher education                            | A4 (LUI)  | % Key Stage 4 going into/remaining in education  | 84.2%                   | 86.1%            | 89.0%                   | 2021                | ↑        | 90%   |  | All young people going into/remaining in further education after KS4                         |
|                       | Education, Achievement, and Equalities           |  | Children attending 'good' and 'outstanding' schools                 | A5 (LUI)  | % Primary schools 'good' & 'outstanding'   | 92.1%                   | 92.1%            | 89.7%                   | Ad Hoc              | ↔        | 95%   |  | All children attending a good or outstanding primary school                                  |
|                       | Education, Achievement, and Equalities           |  | Secondary schools 'good' & 'outstanding'                            | A6 (LUI)  | 66.7%  | 62.5%                   | 81.2%            | Ad Hoc                  | ↓                   | 80%      | All children attending a good or outstanding secondary school   |  |  |
|                       | Education, Achievement, and Equalities           |  | Proportion of children with good reading skills                     | A7 (LUI)  | % Key Stage 2 achieving expected reading standard  | 72% (2019)              | 76%              | 75%                     | 2022                | ↑        | 80%   |  | All children to be provided with the opportunity to achieve their full educational potential |
|                       | Education, Achievement, and Equalities           | Promote a whole system approach and Improving wellbeing and resilience | A8 (LUI) (GMM) (LGI)  | Secondary Fixed Term Exclusions                                       | 16.65%   | 34.32%                  | N/A              | 2021/2022 Academic Year | ↑                   |          |   |  |  |
|                       | Children and Families                            | Resilient Families and Supportive Networks                             | Early Help Intervention   | R1  | Child and Family Assessments completed each quarter                                      | 1241 (Q4 2021/22)       | 925              | N/A                     | Q4 2022/2023        | ↓        |   | All vulnerable families receive the help they need   |  |
|                       | Children and Families                            |  | Reduce the number of first time entrants into Youth Justice         | R2  | First Time Entrants into Youth Justice aged 10-17, rate per 100k                         | 23.0 (Q4 2021/2022)     | 64.3             | N/A                     | Q4 2022/2023        | ↑        | 212.9   | No young people entering the youth justice system  |  |
|                       | Children and Families                            |  | Increased levels of fostering and adoption                          | R3  | % Cared for children adopted each quarter  | 2.84% (Q4 2021/2022)    | 1.56%            | N/A                     | Q4 2022/2023        | ↓        | 18.60%  | All looked after children provided with the opportunity to be adopted, where its of benefit to the young person, within the year |  |
| Children and Families | Improve the quality of social care practice      |  | R4  | Children's Services Audits Rated 'Good' & 'Outstanding', Year to Date | 34% (Apr 22)   | 16%                     | N/A              | Apr-23                  | ↓                   | 50%      | All Children Social Care audits rated good or outstanding   |  |  |
| Children and Families | Nurturing Communities                            | Reduce victims of domestic abuse                                       | N11   | Domestic Abuse Incidents reported to Children's Services              | 270 (Apr 2022)   | 164                     | N/A              | Apr-23                  | ↓                   |          |   |  |  |
| Place                 | Inclusive Growth, Business, and Employment       | Work, Skills, and Enterprise   | Increase median resident earnings                                   | W1 (LUI) (GMM)  | Median Annual Income, Full-Time Workers  | £27,706                 | £29,129          | £33,208                 | 2022                | ↑        | £27,492   | The median annual income to be in line with the England average  |  |
|                       | Inclusive Growth, Business, and Employment       |  | Percentage in Employment (Rolling 12 Month Period)                  | W2 (LUI) (GMM)  | 74.6% (2021)   | 75.6%                   | 75.8%            | 2022                    | ↑                   | 78%      | All people who can work are in work   |  |  |
|                       | Inclusive Growth, Business, and Employment       |  | Increase the working age population in employment                   | W3  | Job Density (Ratio of Total Jobs to Residents Aged 16-64)                                | 0.56                    | 0.57             | 0.86                    | 2021                | ↑        |   |  |  |
|                       | Inclusive Growth, Business, and Employment       |  | Universal Credit Recipients   | W4  | 25,012 (Apr 2022)  | 26,864                  | N/A              | Apr-23                  | ↑                   |          |   |  |  |
|                       | Inclusive Growth, Business, and Employment       |  | Increase the number of people earning above the Living Wage         | W5 (LUI) (GMM)  | Universal Credit Recipients in Employment  | 40.8% (Mar 2022)        | 37.5%            | 38.4%                   | Mar-23              | ↓        |   |  |  |
|                       | Inclusive Growth, Business, and Employment       |  | New enterprises (percentage of total businesses)                    | W6 (LGI)  | 12.27%   | 13.32%                  | 12.51%           | 2021                    | ↑                   | 18.97%   | Tameside is recognised as a vibrant economy where entrepreneurs are supported to start new businesses |  |  |
|                       | Inclusive Growth, Business, and Employment       |  | Increase number of enterprise / business start-ups                  | W7  | Business Rate Taxbase: Total Rateable Value  | £148,477,595 (May 2022) | £148,392,292     | N/A                     | May-23              | ↓        |   |  |  |
|                       | Inclusive Growth, Business, and Employment       |  | Regional Gross Value Added Per Head (Balanced): NW Current Prices   | W8 (LUI)  | £15,617.50   | £14,991.41              | N/A              | 2021                    | ↓                   |          |   |  |  |
|                       | Education, Achievement, and Equalities           |  | Working age population with at least level 3 skills                 | W9 (LUI) (LGI)  | Percentage of population with at least level 3 skills                                    | 48.6%                   | 48.9%            | 61.3%                   | 2021                | ↑        | 54.90%  | Higher proportion of Tameside's population have Level 3 skills than the national average   |  |
|                       | Inclusive Growth, Business, and Employment       |  | Proportion of employed residents in skilled employment (SOC 1-3, 5) | W10 (LUI)   | 47.0%  | 52.8%                   | 60.4%            | 2021/2022               | ↑                   |          |   |  |  |

| Directorate       | Portfolio                                    | Theme                          | Outcome  | Metric Reference     | Metric  | Previous Position   | Current Position             | National Average             | Period         | Progress   | Targets                                |  |   |   |
|-------------------|--|--------------------------------|--|----------------------|---|---|------------------------------|------------------------------|----------------|--|--|--|---|---|
|                   |  |                                |  |                      |   |   |                              |                              |                |  | Apr 2025                               | Apr 2030   |   |   |
| Page 54           | Education, Achievement, and Equalities       |                                | Increase the number of good quality apprenticeships delivered                        | W11 (LUI)            | Number of apprenticeships started per 10,000 residents aged 16-64           | 127.6 (1,800)   | 65.7 (950)                   | 54.9 (195,600)               | 2022/2023      | ↓  | 2310                                   | Apprenticeships are available to all that seek them                            |   |   |
|                   | Education, Achievement, and Equalities       |                                |  | W12 (LUI)            | Number of apprenticeship achievements per 10,000 residents aged 16-64       | 47.5 (670)  | 22.8 (330)                   | 17.4 (62,030)                | 2022/2023      | ↓  |  |  |   |   |
|                   | Climate Emergency and Environmental Services | Infrastructure and Environment | Improve air quality  | I1 (GMM)             | Particulate Matter Pollution in the Air (PM2.5, ug/m^3)                     | 7.60  | 7.67                         | 7.35                         | 2021           | ↑  | 6                                      | Air quality to be good and at least be in line with the UK average             |   |   |
|                   | Climate Emergency and Environmental Services |                                |  | I2 (GMM)             | Territorial Carbon Dioxide Emissions (kilotonnes)                           | 810.10  | 744.50                       | 795.20                       | 2020           | ↓  |  |  |   |   |
|                   | Climate Emergency and Environmental Services |                                |  | I3                   | Trees Planted Annually  | 16095   | 977                          | N/A                          | 2022/2023      | ↓  |  |  |   |   |
|                   | Planning, Transport, and Connectivity        |                                |  | I4 (LUI)             | Net Additional Dwellings per 10,000 Residents                               | 16.2  | 18.2                         | 41.2                         | 2021/2022      | ↑  |  |  |   |   |
|                   | Planning, Transport, and Connectivity        |                                |  | I5 (LGI)             | New Affordable Homes per 10,000 Residents                                   | 2.51  | 4.63                         | 10.47                        | 2021/2022      | ↑  |  |  |   |   |
|                   | Planning, Transport, and Connectivity        |                                |  | I6                   | Maximum Mean Download Speed   | 83.1 (Q4 2021/22)   | 123.6                        | 112.4                        | Q4 2022/2023   | ↑  |  |  | 41.5  | All households to have access to high quality internet services |
|                   | Planning, Transport, and Connectivity        |                                |  | I7 (GMFT)            | Premises with Superfast-Capable (30Mbps) Network Infrastructure             | 99.5% (Q4 21/22)  | 99.5%                        | 97.8%                        | Q4 2022/2023   | ↔  |  |  |   |   |
|                   | Planning, Transport, and Connectivity        |                                |  | I8 (LUI)             | Premises with Gigabit-Capable Network Infrastructure                        | 76.6% (Q4 21/22)  | 81.9%                        | 75.8%                        | Q4 2022/2023   | ↑  |  |  |   |   |
|                   | Climate Emergency and Environmental Services |                                |  | I9 (LGI)             | Percentage of household waste recycled                                      | 47.2%   | 52.6%                        | 42.5%                        | 2021/2022      | ↑  |  |  | 57.78%  | All household waste recycled where possible                     |
|                   | Planning, Transport, and Connectivity        |                                |  | I10 (LUI)            | Increase journeys by sustainable transport/no car                           | % population walking / cycling 3+ times a week                      | 39.0%                        | 34.3%                        | 45.6%          | 2021 (Nov to Nov)                                  |  |  | ↓   | 47%   |
|                   | Towns and Communities                        | Nurturing Communities          | Reduce victims of domestic abuse   | N1                   | Rate of PPIs per 1000   | 23.8  | 23.7                         | N/A                          | 2022/2023      | ↓  | 25.1                                   | Tameside has low rates of domestic abuse                                       |   |   |
|                   | Towns and Communities                        |                                |  | N2                   | Street counts & estimates of rough sleepers                                 | 0.48 per 10k Households   | 0.40 per 10k Households      | 1.31 per 10K Households      | 2022           | ↓  | 2                                      | Nobody sleeping rough on the streets of Tameside                               |   |   |
|                   | Towns and Communities                        |                                |  | N3                   | Households owed a prevention or relief duty per 1,000 Chargeable Dwellings  | 2.82 (Oct - Dec 2021)   | 2.86                         | 2.82                         | Oct - Dec 2022 | ↑  |  |  |   |   |
|                   | Towns and Communities                        |                                |  | N6 (GMM)             | Crime Rate per 1,000 residents  | 10.4 (Mar 2022)   | 10.1                         | N/A                          | Mar-23         | ↓  |  | Tameside is a low crime borough  |   |   |
| Population Health | Population Health and Wellbeing              | Very Best Start                | Reduce rate of smoking at time of delivery   | V1                   | % Smoking at time of delivery   | Data awaiting validation  |                              | 8.6%                         | Q3 2022/2023   | ↑  | 10.50%                                 | All expectant mothers to be supported to be smoke free at the time of delivery |   |   |
|                   | Population Health and Wellbeing              |                                |  | V6 (LUI) (GMM) (LGI) | % of children in year 6 who are overweight or obese                         | 35.9% (2020)  | 39.4%                        | 37.8%                        | 2022           | ↑  | 34%                                    | All children to be a healthy weight at the end of Year 6                       |   |   |
|                   | Population Health and Wellbeing              | Aspirations and Hope           | Promote a whole system approach and Improving wellbeing and resilience               | A9 (LUI)             | Mean worthwhile ratings (adults 16+)  | 7.79  | 7.85                         | 7.78                         | 2021/2022      | ↑  | 8.5                                    | All residents 16+ feel that the things they do in life are worthwhile          |   |   |
|                   | Population Health and Wellbeing              | Nurturing Communities          | Improve satisfaction with local community  | N4 (LUI)             | Mean life satisfaction ratings (adults 16+)                                 | 7.43  | 7.62                         | 7.55                         | 2021/2022      | ↑  | 8.5                                    | Maintain mean life satisfaction at 8.5   |   |   |
|                   | Population Health and Wellbeing              |                                |  | N5 (GMFT) (GMM)      | Mean GM life satisfaction score, Y10 Students                               | 6.02  | 6.13                         | N/A                          | 2022           | ↑  |  |  |   |   |
|                   | Population Health and Wellbeing              |                                |  | N7                   | Deaths due to suicide- rate per 100,000                                     | 8.3   | 7.2                          | 10.4                         | 2019-2021      | ↓  |  |  |   |   |
|                   | Population Health and Wellbeing              | Longer & Healthier Lives       | Increase access, choice, and control in emotional and mental self-care and wellbeing | N8                   | IAPT Referrals  | 2525 (Q3 2021/2022)   | 2,025                        | N/A                          | Q3 2022/2023   | ↓  | 12383.4                                | Everyone has access to good quality mental health services                     |   |   |
|                   | Population Health and Wellbeing              |                                |  | L1 (LUI)             | Healthy Life Expectancy at birth  | M- 61.9 years, F- 58.7 years  | M- 61.6 years, F- 58.2 years | M- 63.1 years, F- 63.9 years | 2018-2020      | ↓  | Male - 61.2 years, Female - 62.3 years | Healthy life expectancy to be in line with the England average                 |   |   |
|                   | Population Health and Wellbeing              |                                |  | L2 (LUI)             | Under-75 mortality rate form cardiovascular diseases considered preventable | 41.6  | 46.0                         | 30.2                         | 2021           | ↑  |  |  |   |   |
|                   | Population Health and Wellbeing              |                                |  | L3 (LUI) (GMM)       | Improve the wellbeing of our population                                     | Mean happiness ratings (adults 16+)                                 | 7.13                         | 7.48                         | 7.45           | 2021/2022  | ↑                                      | 7.52   | Maintain mean happiness ratings above 8             |   |
|                   | Population Health and Wellbeing              |                                |  | L4 (LUI) (GMM) (LGI) | Smoking prevalence  | Prevalence of smoking, 18+. Survey Data                             | 18.3%                        | 19.2%                        | 13.0%          | 2021   | ↑                                      | 11%  | Tameside and Glossop are smoke free areas           |   |
|                   | Population Health and Wellbeing              |                                |  | L5 (LGI)             | Increase levels of physical activity  | % of population 'inactive' (<30m exercise a week)                   | 30.5% (Nov 2019 - 2020)      | 32.4%                        | 27.2%          | Nov 2020 - Nov 2021                                | ↑                                      | 25.20%   | All residents are physical active where possible    |   |
|                   | Population Health and Wellbeing              |                                |  | L6 (LUI) (GMM) (LGI) | % adults (18+) classified as overweight or obese                            | 70.3%   | 69.2%                        | 63.8%                        | 2021/2022      | ↓  |  |  |   |   |
|                   | Population Health and Wellbeing              |                                |  | L8 (LGI)             | Reduce drug and alcohol related harm  | Admission rate for alcohol related harm per 100k (Broad Definition) | 1820                         | 2085                         | 1734           | 2021/2022  | ↑                                      | 2250   | Alcohol harm rates are low and support is available |   |
|                   | Population Health and Wellbeing              | L9                             | Deaths from drug misuse per 100k   | 5.6                  | 8.8   | 5   | 2018-2020                    | ↑                            | 4              | Drug misuse rates and low and support is available |  |  |   |   |

| Directorate       | Portfolio   | Theme   | Outcome  | Metric Reference     | Metric   | Details   |
|-------------------|---|---|--|----------------------|--|---|
| <b>Adults</b>     | <b>Adult Social Care, Homelessness, and Inclusivity</b> | <b>Independence &amp; Dignity in Older Age</b>    | Increase the number of people helped to live at home | ID1                  | Funded Permanent 65+ in residential/nursing homes per 10k                                | The number of people aged 65+ in permanent residential or nursing care funded by the authority per 100,000  |
|                   | <b>Population Health and Wellbeing</b>                  |   | Reduce hospital admissions due to falls              | ID2                  | Emergency admissions for falls 65+ per 100k  | The rate of emergency admissions to hospital due to falls for people aged 65+ per 100,000   |
|                   | <b>Adult Social Care, Homelessness, and Inclusivity</b> |   | Increase levels of self-care / social prescribing    | ID3                  | % service users who find it easy to find information                                     | The percentage of all service users who report finding it easy to find information about services, taken from the Adult Social Care Survey, taken annually of a random selection of long-term care users                                      |
|                   | <b>Adult Social Care, Homelessness, and Inclusivity</b> |   | Good' and 'Outstanding' social care settings         | ID4                  | CQC Audit Results: % care home beds good or outstanding                                  | Percentage of Tameside ASC beds in homes which received a 'good' or 'outstanding' rating at their last CQC inspection. This is updated with each scorecard report, whether any inspections have taken place or not.                           |
|                   | <b>Adult Social Care, Homelessness, and Inclusivity</b> |   | Prevention support outside the care system           | ID5                  | Number of people supported outside the social care system with prevention based services | People supported by the community response team, health and wellbeing teams, and any new contacts which are signposted to voluntary agencies such as Age UK or who receive a small piece of equipment e.g. pick up stick, kettle tipper, etc. |
| <b>Children's</b> | <b>Children and Families</b>                            | <b>Very Best Start</b>                            | Improve school readiness                             | V2 (LUI) (GMM)       | % achieving a 'good' level of development  | Percentage of children reaching a 'good' level of development before starting school  |
|                   | <b>Children and Families</b>                            |   |  | V3 (LUI)             | % achieving expected level in Phonics decoding   | Percentage of children reaching the expected standard in phonics decoding before starting school  |
|                   | <b>Children and Families</b>                            |   |  | V4                   | % 3 & 4 year olds at 'good' or 'outstanding' EY settings                                 | Percentages of three and four year old children attending early years settings rated 'good' or 'outstanding'  |
|                   | <b>Children and Families</b>                            |   |  | V5 (GMFT)            | 2 year olds in funded early education- % of DfE Target                                   | Percentage fulfillment of our Department for Education target for 2 year olds in funded early education   |
|                   | <b>Education, Achievement, and Equalities</b>           | <b>Aspirations and Hope</b>                       | Reading / Writing / Maths at Key Stage 2             | A1                   | % students achieving KS2 expected standard   | Percentage of Key Stage 2 pupils achieving the expected standard in reading, writing, and mathematics   |
|                   | <b>Education, Achievement, and Equalities</b>           |   |  | A2                   | Average attainment 8 score   | Average Attainment 8 score for Tameside's GCSE pupils- Attainment 8 is a measure of overall achievement across all a pupil's GCSE subjects  |
|                   | <b>Education, Achievement, and Equalities</b>           |   |  | A3                   | % achieving Grade 4 or above in English & Maths GCSEs                                    | Pupils achieving grades 4 or higher, i.e. passing, their English and Maths GCSEs  |
|                   | <b>Education, Achievement, and Equalities</b>           |   |  | A4 (LUI)             | % Key Stage 4 going into/remaining in education  | Percentage of Key Stage 4 pupils remaining in education or going onto further education e.g. college, sixth forms   |
|                   | <b>Education, Achievement, and Equalities</b>           |   |  | A5 (LUI)             | % Primary schools 'good' & 'outstanding'   | Percentage of Tameside primary schools rated 'good' or 'outstanding' in their most recent Ofsted inspection. This is updated with each scorecard report, whether any inspections have taken place or not.                                     |
|                   | <b>Education, Achievement, and Equalities</b>           |   |  | A6 (LUI)             | % Secondary schools 'good' & 'outstanding'   | Percentage of Tameside secondary schools rated 'good' or 'outstanding' in their most recent Ofsted inspection. This is updated with each scorecard report, whether any inspections have taken place or not.                                   |
|                   | <b>Education, Achievement, and Equalities</b>           |   |  | A7 (LUI)             | % Key Stage 2 achieving expected reading standard  | Percentage of Key Stage 2 pupils achieving the expected standard for reading ability  |
|                   | <b>Education, Achievement, and Equalities</b>           |   |  | A8 (LUI) (GMM) (LGI) | Promote a whole system approach and Improving wellbeing and resilience                   | Secondary Fixed Term Exclusions   |
|                   | <b>Children and Families</b>                            | <b>Resilient Families and Supportive Networks</b> | Early Help Intervention                              | R1                   | Child and Family Assessments completed each quarter                                      | Initial assessments carried out by Children's services, which may or may not lead to a service provision  |
|                   | <b>Children and Families</b>                            |   |  | R2                   | First Time Entrants into Youth Justice aged 10-17, rate per 100k                         | The rate of young people entering the youth justice system as first time entrants, i.e. children who receive a youth caution or a court conviction for the first time, reported quarterly   |
|                   | <b>Children and Families</b>                            |   |  | R3                   | % Cared for children adopted each quarter  | The percentage of children who are looked after by the authority who are adopted in each quarter  |
|                   | <b>Children and Families</b>                            |   |  | R4                   | Children's Services Audits Rated 'Good' & 'Outstanding', Year to Date                    | Audits of children's services settings that concluded with a rating of 'good' or 'outstanding'  |
|                   | <b>Children and Families</b>                            | <b>Nurturing Communities</b>                      | Reduce victims of domestic abuse                     | N11                  | Domestic Abuse Incidents reported to Children's Services                                 | The number of incidents of domestic abuse which are reported to children's services   |
| <b>Place</b>      | <b>Inclusive Growth, Business, and Employment</b>       | <b>Work, Skills, and Enterprise</b>               | Increase median resident earnings                    | W1 (LUI) (GMM)       | Median Annual Income, Full-Time Workers  | The median annual net income earned by Tameside residents in full-time employment   |
|                   | <b>Inclusive Growth, Business, and Employment</b>       |   |  | W2 (LUI) (GMM)       | Percentage in Employment (Rolling 12 Month Period)                                       | The percentage of Tameside residents in employment  |

|  |   |   |  |  |   |   |
|--|---|---|--|--|---|---|
| Inclusive Growth, Business, and Employment   | Increase the working age population in employment | W3  | Job Density (Ratio of Total Jobs to Residents Aged 16-64)                  | The total number of jobs in the borough divided by the total number of working age residents. This statistical measure shows the balance in the borough between a place to live and a place to work                                  |   |   |
| Inclusive Growth, Business, and Employment   |   | W4  | Universal Credit Recipients  | The number of Tameside residents in receipt of universal credit, with or without conditions to work/look for work  |   |   |
| Inclusive Growth, Business, and Employment   |   | W5 (LUI) (GMM)                                      | Universal Credit Recipients in Employment                                  | The proportion of universal credit-receiving Tameside residents who are in employment while in receipt of UC, serving as an indicator of residents in low wage jobs  |   |   |
| Inclusive Growth, Business, and Employment   |   |   | W6 (LGI)   | New enterprises (percentage of total businesses)   | The percentage of active enterprises in Tameside which were 'born' in the last financial year   |   |
| Inclusive Growth, Business, and Employment   |   | W7  | Business Rate Taxbase: Total Rateable Value                                | The total monetary value of business assets in Tameside which are subject to business rates (NDR)  |   |   |
| Inclusive Growth, Business, and Employment   |   |   | W8 (LUI)   | Regional Gross Value Added Per Head (Balanced): NW Current Prices  | The gross value added per head from Tameside residents in current prices. Similar to GDP on the national scale, this can be seen as the size of Tameside's economy  |   |
| Education, Achievement, and Equalities       |   | Working age population with at least Level 3 skills | W9 (LUI) (LGI)   | Percentage of population with at least level 3 skills  | Proportion of Tameside residents with qualifications at NVQ level 3 (A Level or equivalent) or above  |   |
| Inclusive Growth, Business, and Employment   |   |   | W10 (LUI)  | Proportion of employed residents in skilled employment (SOC 1-3, 5)  | Skilled employment is defined as jobs falling within standard occupational classifications 1 (managers, directors, and senior officials), 2 (professional occupations), 3 (associate professional occupations), or 5 (skilled trades occupations) |   |
| Education, Achievement, and Equalities       |   |   | W11 (LUI)  | Number of apprenticeships started per 10,000 residents aged 16-64  | The number of apprenticeships started by Tameside residents of working age per 10,000   |   |
| Education, Achievement, and Equalities       |   |   | W12 (LUI)  | Number of apprenticeship achievements per 10,000 residents aged 16-64  | The number of apprenticeships passed by Tameside residents of working age per 10,000  |   |
| Climate Emergency and Environmental Services |   | Infrastructure and Environment                      | I1 (GMM)   | Particulate Matter Pollution in the Air (PM2.5, ug/m <sup>3</sup> )  | Particulate matter smaller than 2.5 microns, which come from a range of sources including road vehicles, are a component of air pollution which impacts health. Concentrations are measured in micrograms of material per cubic metre of air      |   |
| Climate Emergency and Environmental Services |   |   | I2 (GMM)   | Territorial Carbon Dioxide Emissions (kilotonnes)  | Carbon dioxide emissions are a component of air pollution which contribute to climate change. This is measured as the total mass of CO2 emitted from within Tameside borders in thousands of metric tonnes  |   |
| Climate Emergency and Environmental Services | I3  |   | Trees Planted Annually   | The number of trees planted by the authority each year, both in green spaces and along roads. Planting season begins in October each year.   |   |   |
| Planning, Transport, and Connectivity        | I4 (LUI)  |   | Net Additional Dwellings per 10,000 Residents                              | The net number of additional dwellings completed within Tameside boundaries  |   |   |
| Planning, Transport, and Connectivity        | I5 (LGI)  |   | New Affordable Homes per 10,000 Residents                                  | The total number of new affordable homes completed within Tameside boundaries  |   |   |
| Planning, Transport, and Connectivity        | I6  |   | Maximum Mean Download Speed  | The average maximum broadband download speed received by Tameside households. This tracks the internet speeds experienced by residents and is impacted by the speeds people pay for from their internet service provider             |   |   |
| Planning, Transport, and Connectivity        | I7 (GMFT)   |   | Premises with Superfast-Capable (30Mbps) Network Infrastructure            | The percentage of Tameside premises with network infrastructure capable of providing Superfast broadband. Not all of these premises may see these speeds if they don't have a superfast package with their internet service provider |   |   |
| Planning, Transport, and Connectivity        | I8 (LUI)  |   | Premises with Gigabit-Capable Network Infrastructure                       | The percentage of Tameside premises with network infrastructure capable of providing Gigabit broadband. Not all of these premises may see these speeds if they don't have a gigabit package with their internet service provider     |   |   |
| Climate Emergency and Environmental Services | I9 (LGI)  |   | Percentage of household waste recycled                                     | The percentage of waste collected from Tameside households (or dropped off at a household waste recycling centre) which is sent for reuse, recycling, or composting  |   |   |
| Planning, Transport, and Connectivity        | I10 (LUI)   |   | % population walking / cycling 3+ times a week                             | The proportion of Tameside residents who walk or cycle for any reason three or more times a week   |   |   |
| Towns and Communities                        | Nurturing Communities                             | N1  | Rate of PPIs per 1000  | Number of public protection incidents filed per 1,000 Tameside residents   |   |   |
| Towns and Communities                        |   | N2  | Street counts & estimates of rough sleepers                                | An estimate of the number of people sleeping rough in Tameside   |   |   |
| Towns and Communities                        |   | N3  | Households owed a prevention or relief duty per 1,000 Chargeable Dwellings | The number of Tameside households owed a homelessness prevention or relief duty per 1,000 households   |   |   |
| Towns and Communities                        |   | N6 (GMM)  | Crime Rate per 1,000 residents   | The monthly number of crimes committed in Tameside known to Greater Manchester Police per 1,000 residents  |   |   |
| Population Health                            | Population Health and Wellbeing                   | Very Best Start                                     | Reduce rate of smoking at time of delivery                                 | V1   | % Smoking at time of delivery   | Percentage of pregnant women smoking at the time of delivery of their child |

|                                 |                          |  |                      |   |  |
|---------------------------------|--------------------------|--|----------------------|---|--|
| Population Health and Wellbeing |                          | Childhood Obesity  | V6 (LUI) (GMM) (LGI) | % of children in year 6 who are overweight or obese                         | Percentage of school children in year 6 with excess weight   |
| Population Health and Wellbeing | Aspirations and Hope     | Promote a whole system approach and Improving wellbeing and resilience | A9 (LUI)             | Mean worthwhile ratings (adults 16+)  | A statistical measure of how worthwhile Tameside residents feel their lives are, taken from the ONS National Wellbeing Survey  |
| Population Health and Wellbeing | Nurturing Communities    | Improve satisfaction with local community                              | N4 (LUI)             | Mean life satisfaction ratings (adults 16+)                                 | A statistical measure of how satisfied Tameside residents are with their lives, taken from the ONS National Wellbeing Survey   |
| Population Health and Wellbeing |                          |  | N5 (GMFT) (GMM)      | Mean GM life satisfaction score, Y10 Students                               | A statistical measure of how satisfied year 10 pupils in Tameside are with their lives, taken from the GMCA BeeWell Survey   |
| Population Health and Wellbeing |                          |  | N7                   | Deaths due to suicide- rate per 100,000                                     | The rate of deaths due to suicide in Tameside residents per 100,000  |
| Population Health and Wellbeing |                          |  |                      |   |  |
| Population Health and Wellbeing | Longer & Healthier Lives | Increase physical and mental healthy life expectancy                   | L1 (LUI)             | Healthy Life Expectancy at birth  | The average amount of time that Tameside residents can expect to live in good health   |
| Population Health and Wellbeing |                          |  | L2 (LUI)             | Under-75 mortality rate form cardiovascular diseases considered preventable | The rate at which Tameside residents under the age of 75 died from cardiovascular diseases which were considered preventable   |
| Population Health and Wellbeing |                          |  | L3 (LUI) (GMM)       | Mean happiness ratings (adults 16+)   | A statistical measure of how happy Tameside residents are, taken from the ONS National Wellbeing Survey  |
| Population Health and Wellbeing |                          |  | L4 (LUI) (GMM) (LGI) | Prevalence of smoking, 18+. Survey Data                                     | The percentage of adult Tameside residents who smoke   |
| Population Health and Wellbeing |                          |  | L5 (LGI)             | % of population 'inactive' (<30m exercise a week)                           | The percentage of Tameside residents who do less than 30 minutes of exercise each week and are therefore classified as 'inactive'  |
| Population Health and Wellbeing |                          |  | L6 (LUI) (GMM) (LGI) | % adults (18+) classified as overweight or obese                            | Percentage of adults with excess weight  |
| Population Health and Wellbeing |                          |  | L8 (LGI)             | Admission rate for alcohol related harm per 100k (Broad Definition)         | The rate of admissions into hospital for alcohol related harm per 100,000 people. The broad definition includes a wider range of harms and scenarios where alcohol was a contributing factor |
| Population Health and Wellbeing |                          | Reduce drug and alcohol related harm                                   | L9 (LGI)             | Deaths from drug misuse per 100k  | The rate at which Tameside residents died from drug misuse per 100,000   |

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# Agenda Item 8

**Report to:** EXECUTIVE CABINET

**Date:** 26 July 2023

**Executive Member:** Councillor Vimal Choksi MBE, Executive Member for Towns & Communities  
Councillor Jacqueline North, First Deputy (Finance, Resources & Transformation)

**Reporting Officer:** Emma Varnam, Assistant Director of Operations & Neighbourhoods

**Subject:** GRANT FUNDING AGREEMENT FOR THE TAMESIDE COMMUNITY SAFETY PARTNERSHIP

**Report Summary:** This report sets out the details of the grant funding for the Tameside Community Safety Partnership and the restrictions of the funding. It recommends acceptance of the grant.

- Recommendations:**
- That the contents of the report are noted.
  - That the funding from the Greater Manchester Combined Authority (GMCA) for Community Safety is accepted and a grant funding agreement entered into with GMCA.
  - It also to be noted that the Local Authority administrates this fund on behalf of the Tameside Community Safety Partnership (CSP).
  - The CSP board approves projects, monitors spend and outcomes in terms of the utilisation of the fund. The CSP report back to the Greater Manchester Combined Authority (GMCA) on the utilisation of the spend.

**Corporate Plan:** The grant fund is aligned to the GM Standing Together Police and Crime Plan and the local Community Safety Partnership Strategy

**Policy Implications:** Not applicable

**Financial Implications:** This report seeks approval to accept the GMCA funding for The Tameside Community Safety Partnership totalling £1.407m across the financial years 23/24 – 25/26.

**(Authorised by the statutory Section 151 Officer & Chief Finance Officer)**

| <b>Grant Allocation</b>      | <b>23/24<br/>£m</b> | <b>24/25<br/>£m</b> | <b>25/26<br/>£m</b> |
|------------------------------|---------------------|---------------------|---------------------|
| Community Safety             | 0.244               | 0.244               | 0.244               |
| Voluntary & Community Sector | 0.100               | 0.100               | 0.100               |
| Hate Crime                   | 0.010               | 0.010               | 0.010               |
| Serious Violence             | 0.150               | 0.150               |                     |
| Serious Violence Duty        | 0.027               | 0.018               |                     |
| <b>Total Per Year</b>        | <b>0.531</b>        | <b>0.522</b>        | <b>0.354</b>        |

As the Council administers these grants on behalf of the Tameside Community Safety Partnership, the service must ensure that all spend is allowable under the criteria detailed in section 4 of the grant agreement and approved by the Partnership. In line with section 3.5 of the grant agreement the service must provide a copy of the agreed spend allocations to GMCA no later than July 2023.

The service must ensure that all spend is monitored to ensure it remains in line with the approved allocations and within the available funding.

The arrangement for governance, monitoring and reporting to GMCA are set out in section 5 of the grant agreement and the service must ensure these are met as part of the administration of this funding.

**Legal Implications:  
(Authorised by the  
Borough Solicitor)**

As outlined in the report, approval is being sought to accept funding for a number of areas relating to community safety, namely (i) Community Safety Grant;(ii) Voluntary and Community Sector Grant; (iii) Hate Crime Grant; (iv) Serious Violence Grant and (v) Serious Violence Duty Grant. The funding (subject to the current levels of funding being received by GMCA) will be allocated in advance and is intended to be spent within that financial year. The Grant Funding Agreement covers the years from 2023/2024 to 2025/2026. Except for the Serious Violence Grant which cannot be carried forward, carry forward with the consent of GMCA can be considered in exceptional circumstances. As set out in the report, the Community Safety Partnership will need to provide spending proposals and monitoring information to the GMCA. There are different timescales to provide the proposed allocation of funding to the GMCA set out in the agreement so this will need to be carefully monitored to ensure the timescales are met.

The Council should ensure that it has processes in place to award the funding to community and voluntary sector groups and organisations and that it in turn monitors the use of the funding by these groups.

**Risk Management:**

If any of the grant received remains unspent, there is a risk that underspend will return to the GMCA unless there is an agreement in place to carry forward any underspend.

If there is no agreement in place and any unspent grant is returned to the GMCA, this could have impact on future years funding in terms of receiving a reduced amount.

**Access to Information:**

Not Confidential

**Background Information:**

The background papers relating to this report can be inspected by contacting Dave Smith, Partnership Manager by:



Telephone: 0161 342 3318



e-mail: [dave.smith2@tameside.gov.uk](mailto:dave.smith2@tameside.gov.uk)

## 1. INTRODUCTION

- 1.1 The Crime and Disorder Act 1998 placed a statutory duty on responsible authorities to work together in a local authority area to reduce crime, these are:
- Local Authority
  - Police
  - Fire and Rescue
  - Probation
  - Clinical Commissioning Groups
- 1.2 These responsible authorities, as well as Voluntary Community Sector Organisations and Housing Providers form the Tameside Community Safety Partnership.
- 1.3 The introduction of the Police Reform and Social Responsibility Act 2011 created a flexible framework for partnership working. The community safety duty specifies that a Police Crime Commissioner for a specified police area and the responsible authorities of a Community Safety Partnership must co-operate and take account of one another's priorities.
- 1.4 The Greater Manchester Standing Together Police and Crime Plan 2022-2025 sets three priorities, these are:
- Keeping people safe and supporting victims
  - Reducing harm and offending
  - Strengthening communities and places
- 1.5 The Tameside Community Safety Partnership Strategy 2022-2025 sets five priorities, these are:
- Building Stronger Communities
  - Preventing and reducing violent crime, knife crime and domestic abuse
  - Preventing and reducing crime and anti-social behaviour
  - Preventing and reducing the harm caused by drugs and alcohol
  - Protecting vulnerable people and those at risk of exploitation

## 2. GRANT FUNDING AGREEMENT

- 2.1 Each Community Safety Partnership in Greater Manchester receives an annual grant from the Police and Crime Commissioner (PCC) who is the Deputy Mayor of Greater Manchester. The grants are received and administrated through each Local Authority in Greater Manchester.
- 2.2 The grant is divided into different themed sections, they are:
- Community Safety Grant
  - Voluntary And Community Sector Grants (Standing Together)
  - Hate Crime
  - Serious Violence
- 2.3 Whilst previous years grants have all been issued on annual basis, this year the Deputy Mayor has stipulated a move towards a 3-year grant. The Deputy Mayor wrote to all the Greater Manchester Chairs of the CSPs and Local Authority Chief Executives on the 6 April 2023 to this effect. A copy of the Tameside Community Safety grant allocation letter can be seen at **Appendix 1**. This was accompanied by the Grant Agreement document that is attached at **Appendix 2** detailing the terms of how each grant is to be spent.
- 2.4 The Grant Agreement document sets out the following grant over the next 3 years:

| Grant name                                | Year    | Amount   | Notes   |
|---|---------|----------|---|
| Community Safety Grant                    | 2023/24 | £243,900 | Carry forward only in exceptional circumstances |
|   | 2024/25 | £243,900 |   |
|   | 2025/26 | £243,900 |   |
| Voluntary and Community Sector Grant      | 2023/24 | £100,000 |   |
|   | 2024/25 | £100,000 |   |
|   | 2025/26 | £100,000 |   |
| Hate Crime Grant                          | 2023/24 | £10,000  |   |
|   | 2024/25 | £10,000  |   |
|   | 2025/26 | £10,000  |   |
| Serious Violence Grant                    | 2023/24 | £150,000 | Carry forward not permitted                     |
|   | 2024/25 | £150,000 |   |
| Serious Violence Duty – Labour costs      | 2023/24 | £11,182  |   |
|   | 2024/25 | £9,858   |   |
| Serious Violence Duty – Non -Labour costs | 2023/24 | £15,966  |   |
|   | 2024/25 | £8,098   |   |

- 2.5 In order to accept the terms and conditions of the grant, a declaration must be signed by the following:
- Chief Executive of the Local Authority
  - Finance Director of the Local Authority
  - Community Safety Partnership Chair(s)
  - Director of Children Services
  - Director of Public Health

- 2.6 The monetary values above are not provided as one lump sum. Each individual grant will be provided on an annual basis.

### 3. DECISION MAKING PROCESS FOR SPENDING THE GRANT

- 3.1 Whilst it is the Local Authority that receives the grant allocation, the grant is for the Tameside Community Safety Partnership (CSP). How the grant is utilised is a decision for the CSP. The Local Authority's Community Safety Team administrate the grant and monitor spend.
- 3.2 In terms of how the grant is utilised, the Community Safety Partnership must ensure that the outcomes of spend support the local community safety plan and align with the GM Standing Together priorities 2022-25 (as detailed in paragraphs 1.4 and 1.5).
- 3.3 The Local Authority's Community Safety Team also hold responsibility for reporting to the Police and Crime Commissioner via the Greater Manchester Combined Authority (GMCA) on the proposals of how the grant will be spent and provide updates on spend in accordance with the reporting timescales detailed in the grant agreement.
- 3.4 With specific reference to the Voluntary and Community Sector (VCSE) Grant, the grant can only be allocated to VCSE groups and organisations with the aim of supporting them to contribute to the delivery of local and GM police and crime priorities. In Tameside, in order to utilise part of this fund, we have launched the 'Community Inspiration and Innovation Fund' (CIIF) which follows a 'participatory budget' theme through area-based events. The fund allows for community groups to submit a bid to the fund with a project proposal that meets the following criteria:
- Preventing & Reducing Youth Anti-Social Behaviour
  - Keeping People Safe
  - Supporting Poverty & Vulnerability
  - Strengthening Communities through Green Spaces

- 3.5 Those groups that have made successful bids are all invited to their relevant area event, where they will give a short presentation on their bid/project to all the other groups to present. All groups present are able to bring a maximum of five members/volunteers from their group to the event. Each person present is then able to cast two votes and at least one of the votes must be for a project other than their own.
- 3.6 The significance of this process is that the terms of the grant state that representatives from the VCSE sector will be part of the process to allocate grants, which is achieved through this method as the VCSE community are voting for community projects.

#### **4. RECOMMENDATIONS**

- 4.1 As set out at the front of the report.

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**KATE GREEN**  
**DEPUTY MAYOR**  
**OF GREATER**  
**MANCHESTER**

Chief Exec of LA  
Chair(s) of CSP

Our Ref:

Date: 6<sup>th</sup> April 2023

Dear Sandra, Phil and Emma

**SUBJECT: TAMESIDE COMMUNITY SAFETY PARTNERSHIP FUNDING 2023/24 – 2025/26**

- 1. COMMUNITY SAFETY, VOLUNTARY AND COMMUNITY SECTOR, HATE CRIME GRANTS - 2023/24 – 2025/26**
- 2. SERIOUS VIOLENCE FUNDING & SERIOUS VIOLENCE DUTY FUNDING – 2023/24 & 2024/25**

I hope everyone in your community safety partnership is well, I would like to ask you to pass on my thanks for all the work that your partnership has been doing to tackle crime and disorder in your district and also in their contributions to my work at a Greater Manchester level.

I held a Community Safety Partnership event on the 16<sup>th</sup> March 2023 and was extremely encouraged by the strong attendance and the quality of the discussion that took place on matters ranging from how we overcome the challenges we are facing to integrating multi-agency problem solving approaches into our day to day work.

The event also provided me with an opportunity to respond to the feedback from the meetings that have taken place with each CSP Chair and Place Director over the last 12 months, particularly in relation to funding. I was able to share my decisions that will come into effect from the 1<sup>st</sup> April 2023 and I have set out below:

1. Community Safety, VCS and Hate Crime grant allocation will be for a three year period, subject to current levels of Police grant.
2. Serious Violence Grant will be for a 2 year period in line with the Home Office approval to the GMCA.
3. Serious Violence Duty Grant will be for a 2 year period in line with the Home Office approval to the GMCA and subject to the GMCA VRU delivery plan approval.
4. Pooling of Community Safety grants balanced with the district provision of impact and outcome information.

GMCA, Broadhurst House, 56 Oxford Street, Manchester, M1 6EU

|               |                   |                 |                  |                 |
|---------------|-------------------|-----------------|------------------|-----------------|
| <u>BOLTON</u> | <u>MANCHESTER</u> | <u>ROCHDALE</u> | <u>STOCKPORT</u> | <u>TRAFFORD</u> |
| <u>BURY</u>   | <u>OLDHAM</u>     | <u>SALFORD</u>  | <u>TAMESIDE</u>  | <u>WIGAN</u>    |

5. For the Community Safety, VCS and Hate Crime grant allocation, and subject to a 5% cap, districts will be able to submit a separate business case to request to use grant for a post. Each will be considered on a case-by-case basis.
6. Monitoring requirements – these are already ‘light touch’, and whilst I don’t feel this can be reduced further, I would like an increased focus on the impact of the funding with more frequent progress reporting to the Police, Fire and Crime team. Whilst Home Office reporting requirements for the Serious Violence core grants are unchanged, the reporting for the Serious Violence Duty is quarterly. We have incorporated the reporting of both core grant and SVD into one template in order to reduce duplication and minimise administration.
7. Community Safety Partnerships have full responsibility for Governance and Oversight in regard to the approval of spending plans and quarterly progress reporting on activity and spend.

To this end, I have set out below your Community Safety and Serious Violence funding allocations and also enclose the combined grants agreement.

## **1. COMMUNITY SAFETY, VOLUNTARY AND COMMUNITY SECTOR, HATE CRIME GRANTS 2023/24 – 2025/26**

Recognising the capacity pressures faced by Community Safety Partnerships, I am continuing to pay the Community Safety, Voluntary and Community Sector and Hate Crime grants as advance payments, and, following approval at your CSP, I would like you to share copies of your spending plans and quarterly monitoring reports.

I will continue with the annual February 2024 monitoring arrangement that is already in place, requiring a financial report for all three grants to show actual spend to January 2024, projected spend to March 2024 and the reasons for any carry forward on committed schemes. This should ensure the February GMCA report is a natural continuation of what is already in place locally.

Your grant up to March 2026 is set out below:

| <b>Grant name</b>                    | <b>Year</b>                   | <b>Amount</b> | <b>Notes</b>                                    |
|--------------------------------------|-------------------------------|---------------|---|
| Community Safety Grant               | 2023/24<br>2024/25<br>2025/26 | £243,900      | Carry forward only in exceptional circumstances |
| Voluntary and Community Sector Grant | 2023/24<br>2024/25<br>2025/26 | £100,000      |   |
| Hate Crime Grant                     | 2023/24<br>2024/25<br>2025/26 | £10,000       |   |

Your February 2023 report identified that you are intending to carry forward £2,816 to continue committed projects, but would ask that should this change to total in excess of £5,000, that you make me aware.

## **2. SERIOUS VIOLENCE CORE FUNDING 2023/24 & 2024/25**

GMCA, Broadhurst House, 56 Oxford Street, Manchester, M1 6EU

|               |                   |                 |                  |                 |
|---------------|-------------------|-----------------|------------------|-----------------|
| <b>BOLTON</b> | <b>MANCHESTER</b> | <b>ROCHDALE</b> | <b>STOCKPORT</b> | <b>TRAFFORD</b> |
| <b>BURY</b>   | <b>OLDHAM</b>     | <b>SALFORD</b>  | <b>TAMESIDE</b>  | <b>WIGAN</b>    |



I am pleased to advise that the Home Office have confirmed two further years of funding and subject to this remaining at the current level, I can confirm you will receive an allocation of **£150,000** in each of the next two years.

Note – where districts allocate the SV grant and are able to attract match funding, please can the VRU be informed so that this can be demonstrated in the Home Office return.

|                        |                    |          |                             |
|------------------------|--------------------|----------|-----------------------------|
| Serious Violence Grant | 2023/24<br>2024/25 | £150,000 | Carry forward not permitted |
|------------------------|--------------------|----------|-----------------------------|

### 3. SERIOUS VIOLENCE DUTY FUNDING 2023/24 & 2024/25

This funding has a year on year taper, dictated by the Home Office.

|  |         |         |  |
|--|---------|---------|--|
| Serious Violence Duty – Labour costs       | 2023/24 | £11,182 |  |
|  | 2024/25 | £9,858  |  |
| Serious Violence Duty – Non - Labour costs | 2023/24 | £15,966 |  |
|  | 2024/25 | £8,098  |  |

I know you will understand that the Home Office requires the submission of an annual spending plan and in order to do this, please can you submit your spending plan to us by the 21<sup>st</sup> April 2023

The Plan must clearly articulate how you intend to spend the funding in year, with a particular focus on the following areas of need which continue to feature within the VRU Strategic Needs Assessment. The Serious Violence Duty also now included Domestic and Sexual offences.

- Child and adolescent mental health and wellbeing.
- Children and young people in Alternative Provision, at risk of exclusion or not accessing education, particularly where violence has been identified as a cause for concern.
- Adverse childhood experiences and trauma-responsive activity.
- Adolescent early help services, including drugs and alcohol services.
- Youth engagement and provision, including community sports.
- Support for parents who are concerned about their child becoming a victim or perpetrator of violent crime.
- Transition for children and young people between primary schools, secondary schools and further education.
- Targeted Summer Suppression activity (although no specific funding on this occasion)

Additionally, we also expect that you apply the following principles:

- Be data led by making full use of the GMCA VRU Violence Dashboard and Strategic Needs Assessment.

GMCA, Broadhurst House, 56 Oxford Street, Manchester, M1 6EU

|               |                   |                 |                  |                 |
|---------------|-------------------|-----------------|------------------|-----------------|
| <u>BOLTON</u> | <u>MANCHESTER</u> | <u>ROCHDALE</u> | <u>STOCKPORT</u> | <u>TRAFFORD</u> |
| <u>BURY</u>   | <u>OLDHAM</u>     | <u>SALFORD</u>  | <u>TAMESIDE</u>  | <u>WIGAN</u>    |

- Ensure that a minimum of **30%** of funding is spent on 'high impact' interventions as defined by the Youth Endowment Fund Tool- Kit.
- Employ the principles of community-led approaches where opportunity presents, including co-designing and planning. Where community-led programmes already exist, we would encourage you to consider investing in successful community-led initiatives which are also being delivered by grass root organisations within your area.
- Maintain positive and aspirational language in young person campaigns and avoid deterrent-based approaches (such as 'scared straight')
- Plans must be developed and approved by the CSP Chair's, CSP Manager, Director of Public Health, and Director of Children Services. Moreover, your Chief Executive, Leader, and Lead Members for CSP, and Children and Young People, should be made aware of the district plans prior to their final submission.

The VRU are happy to support you in the formation of your local action plans so please do not hesitate to contact [james.carrick@greatermanchester-ca.gov.uk](mailto:james.carrick@greatermanchester-ca.gov.uk) should you like to discuss this further.

Finally, I would like to stress the value of ensuring that there is a robust engagement process with local Community Safety Partners, Directors of Children's and Adults services and key local strategic partnerships in the development of your spending plans. The importance of working in Partnership is a key strand of my refreshed Police and Crime Plan and I want to make sure that the way we work together is reflected at all levels of planning and delivery.

If you are in agreement, please can you arrange to sign the attached combined grants agreement and return to Lisa Lees on [lisa.lees@greatermanchester-ca.gov.uk](mailto:lisa.lees@greatermanchester-ca.gov.uk) who will arrange payment. If you have any queries, please do not hesitate to contact Lisa who I know will be happy to assist.

Kind regards



Kate Green  
**Deputy Mayor of Greater Manchester**

**STANDING TOGETHER, OUR PLAN FOR POLICE, COMMUNITY SAFETY,  
CRIMINAL JUSTICE SERVICES AND CITIZEN'S IN GREATER MANCHESTER**

**GRANTS FUNDING AGREEMENT FOR:**

**COMMUNITY SAFETY GRANT**

**VOLUNTARY AND COMMUNITY SECTOR GRANTS (STANDING TOGETHER)**

**HATE CRIME**

**SERIOUS VIOLENCE**

**SERIOUS VIOLENCE DUTY**

**DATED APRIL 2023**

**GREATER MANCHESTER COMBINED AUTHORITY**

**and**

**TAMESIDE COUNCIL**

Funding Programme: Community Safety Grant  
 Voluntary and Community Sector Grants  
 (Standing Together)  
 Hate Crime Grant  
 Serious Violence Grant  
 Serious Violence Duty

Funding period: **As indicated in the table at 2.1.**

## 1 Introduction

- This is a grant funding agreement between **TAMESIDE COUNCIL** “the partner organisation”, and Greater Manchester Combined Authority.
- 1.1 “the partner organisation”, and Greater Manchester Combined Authority.
  - 1.2 For the purposes of this agreement references to the Police and Crime Commissioner (PCC) relate to the Mayor exercising his PCC functions.
  - 1.3 This document sets out the terms on which the PCC agrees to grant fund the partner organisation to deliver the activities set out in the partner organisation’s Community Safety plan
  - 1.4 The grant has been delegated from the PCC’s Community Safety, Voluntary and Community sector, Hate Crime and Serious Violence funding and should follow the criteria as set out below.

## 2 Financial Support from the Police and Crime Commissioner

- 2.1 The PCC is committed to paying the grants to the partner organisation as set out below **in each year** indicated:

| Grant name                           | Year                          | Amount            | Notes   |
|--------------------------------------|-------------------------------|-------------------|---|
| Community Safety Grant               | 2023/24<br>2024/25<br>2025/26 | £243,900          | Carry forward only in exceptional circumstances |
| Voluntary and Community Sector Grant | 2023/24<br>2024/25<br>2025/26 | £100,000          |   |
| Hate Crime Grant                     | 2023/24<br>2024/25<br>2025/26 | £10,000           |   |
| Serious Violence Grant               | 2023/24<br>2024/25            | £150,000          | Carry forward not permitted                     |
| Serious Violence Duty – Labour costs | 2023/24<br>2024/25            | £11,182<br>£9,858 |   |

|  |         |         |  |
|--|---------|---------|--|
|  |         |         |  |
| Serious Violence Duty – Non - Labour costs | 2023/24 | £15,966 |  |
|  | 2024/25 | £8,098  |  |

- 2.2 Funding will be in each year indicated, subject to current levels of funding received by the GMCA, and will be allocated and spent in in each financial year as indicated.
- 2.3 Any funding that remains unspent in each financial year will be identified and carry forward will be subject to agreement by the GMCA. Where permitted, future year’s allocations may be reduced by this amount.
- 2.4 Serious Violence grant cannot be carried forward under the Home Office terms and conditions.

### 3 Responsibilities of the partner organisation

The partner organisation will:

- 3.1 Use each grant solely for the purposes set out in the local community safety plan and in line with grant criteria set out in this grant agreement.
- 3.2 Provide a spending proposal and monitoring information to the GMCA police and crime team as indicated at Section 4 below (grant criteria) below. Reporting templates are provided.



Community Safety grants Monitoring ten

- 3.3 In addition, the PCC may ask **TAMESIDE COUNCIL** to clarify information provided to it. If so **TAMESIDE COUNCIL** shall comply with any reasonable request.
- 3.4 Repay any amount of the grant which is not used in accordance with the conditions under which the grant is awarded.
- 3.5 Undertake a comprehensive commissioning and allocations process with all Community Safety Partners as to how the grants will be allocated, providing a proposal of allocations to the Community Safety Partnership for consideration, and the minute of the meeting approving the proposal, to the GMCA no later than July 2023 unless otherwise indicated.

## 4. Grant Criteria

### 4.1 Community Safety Grant

Whilst applying flexibility to use the grant to achieve local priorities, there is a need to ensure that outcomes support the local community safety plan and align with the GM Standing Together priorities 2022-25. The criteria below should be followed in the allocation of the community Safety grant.

1. The grant should be allocated under one of the Greater Manchester police and crime plan priorities:
  - a. Keeping people safe and supporting victims;
  - b. Reducing harm and offending;
  - c. Strengthening communities and places.
2. The Deputy Mayor may request that the grant be directed towards specific priorities as the need arises.
3. If the grant is merged with a larger pot locally, the amount allocated will be ring fenced for schemes that support the local delivery of the police and crime plan.
4. There will be no reduction of grant funding available locally – this grant is to provide additionality.
5. The grant will not normally be used in part to cover overheads in the administration of the grants.
6. The grant should not be used to fund staffing or activities which are an existing core function of the local authority or other statutory organisation (including Housing Associations). However, limited by a 5% cap on the sum of the pooled Community Safety, VCS and Hate crime grants, the Deputy Mayor will consider a separate application by way of a Business Case, where it is felt that the partnership would like to invest in staffing. The Business Case will cover as a minimum:
  - a. The purpose of the post
  - b. Why this is a priority for the partnership and cannot be funded locally
  - c. How this will be funded by the partnership in the future
  - d. The impact the post will have

## **4.2 Voluntary and Community Sector Grant**

Criteria as at 4.1 points 1-6 applies to the Voluntary and Community Sector Grant with the addition of:


7. The grant can only be allocated to Voluntary and Community Sector groups and organisations with the aim of supporting them to contribute to the delivery of local and GM police and crime priorities.
8. Representatives from the VCSE sector will be part of the process to allocate grants. Wherever possible, utilising existing processes in place locally.

## **4.3 Hate Crime Grant**

This funding is made up of 2 elements; £5,000 from the Deputy Mayor and £5,000 from the Police and Crime panel, total £10,000.

Criteria as at 4.1 points 1-6 applies to the Hate Crime Grant with the addition of:

The conditions of the grant are as follows:

9. That £5,000 of the funding is ring-fenced for a local small grants process. Following feedback from previous funding rounds, we are happy for you to decide how many community grants you issue with the £5,000 (i.e. several larger events or a number of smaller ones).
  10. An additional £500 will be made available to contribute towards the costs of engaging with your local CVS or other body to undertake the community grants process on your behalf.
  11. The remaining £5,000 is to be spent on hate crime work, either new activity or supplementing existing activities.
  12. As the funding is aimed at raising awareness of hate crime, activity should support the GM Awareness Week in February 2024. However, we understand the need to support this work throughout the year, including the National Awareness Week and are happy for local discretion to use some of the funding in that way.
  13. That the combined monitoring report at Section 3.2 of this agreement, is used to provide feedback on the grant and returned to the GMCA at the end of February 2024 as indicated at section 5 of this agreement. Please send completed reports to [hate.crime@greatermanchester-ca.gov.uk](mailto:hate.crime@greatermanchester-ca.gov.uk) . Please do not include any personal information in these returns that may identify an individual.
  14. The additional report, to be completed by communities following events and projects – to be returned to you, with the results and headline data forming part of your full return to GMCA.
- 

Hate Crime  
Awareness Events fe
15. That a copy of the local event/activity plan is shared with GMCA ahead of the February 2024 awareness week. GMCA will collate this information and provide a GM activity plan. Please send to [hate.crime@greatermanchester-ca.gov.uk](mailto:hate.crime@greatermanchester-ca.gov.uk)

#### **4.4 Core Serious Violence and Serious Violence Duty Grants**

This funding is made up of 2 elements in each year:

- Serious Violence Grant - £150,000
- Serious Violence Duty Grant 2023/24 – Combined amount of £27,148
- Serious Violence Duty Grant 2024/25 – Combined amount of £17,956

Note – where districts allocate the SV grant and are able to attract match funding, please can the VRU be informed so that this can be demonstrated in the Home Office return.

## For the Core Serious Violence Grant:

16. That the proposed allocation of the grant be submitted to GMCA (VRU) no later than **21<sup>st</sup> April 2023** using the Serious Violence Action Plan proforma as below.



Serious Violence  
Grant form for csps sv

17. The plan must be aligned to the following areas of need which continue to feature within the VRU Strategic Needs Assessment:
- Child and adolescent mental health and wellbeing.
  - Children and young people in Alternative Provision, at risk of exclusion or not accessing education, particularly where violence has been identified as a cause for concern.
  - Adverse childhood experiences and trauma-responsive activity.
  - Adolescent early help services, including drugs and alcohol services.
  - Youth engagement and provision, including community sports.
  - Support for parents who are concerned about their child becoming a victim or perpetrator of violent crime.
  - Transition for children and young people between primary schools, secondary schools and further education.
  - Targeted Summer Suppression activity (although no specific funding on this occasion).

The plan must also demonstrate that it has been developed using the principles set out below:

- Is data led, through utilisation of the GMCA VRU Violence Dashboard and Strategic Needs Assessment.
  - That a minimum **30%** of the funding must be spend on 'high impact' interventions as defined by the Youth Endowment Fund Toolkit.
  - Employs the principles of community-led approaches where opportunity presents, including co-designing and planning. Where community-led programmes already exist, investment in successful community-led initiatives which are being delivered by grass root organisations has been considered.
  - A commitment to maintaining positive and aspirational language in young person campaigns and avoidance of deterrent-based approaches (such as 'scared straight')
  - The Plan will be approved by the
    - CSP Chair and Manager
    - Director of Public Health
    - Director of Children Services.
  - The Local Authority Leader and Chief Executive, Lead Members for Community Safety and also for Young People, must be sighted on the Plan to ensure cross service alignment.
18. Following GMCA (VRU) approval, the funding must be spent as outlined within the Serious Violence Action Plan. Any changes to the plan must be agreed with the GMCA (VRU).



19. Monitoring reports will be submitted to the GMCA (VRU) using the Serious Violence Action Plan proforma on the dates set out below:

- 24 October 2023
- 23 April 2024
- (new dates will be provided for 2024/25)

20. That the CSP supports the GM VRU’s commitment to research and evaluation and engages with the locality-based evaluation with CSP’s, which aims to provide both quantitative and qualitative insights about what works and share learning.

**For the Serious Violence Duty Grant:**

Note that the proposed activity and SVD reporting must be contained within the above template at 4.4 (16.) and as per below table. These dates will be updated for 2024/25.

| <b>CSP reports due by VRU</b> | <b>GM report due by Home Office</b> | <b>Requirement</b>   |
|-------------------------------|-------------------------------------|--|
| 21 April 2023                 | 28 April 2023                       | Proposals for SVD delivery plans (how you propose to spend the SVD funding)                            |
| 24 July 2023                  | 31 July 2023                        | Q1 SVD update  |
| 22 Sept 2023                  | 29 Sept 2023                        | Advanced SVD delivery plans.   |
| 24 Oct 2023                   | 31 Oct 2023                         | Q2 SVD update.   |
| 24 Jan 2024                   | 31 Jan 2024                         | Q3 SVD update. Final SVD delivery plans / completed SNA and strategic delivery plan for next 12 months |
| 23 April 2024                 | 30 April 2024                       | Q4 SVD update.   |

21. The Serious Violence Duty ‘Labour’ funding must be utilised on costs associated with analysis and administration. This may be to commission a service or contribute towards post costs.

22. The Serious Violence Duty ‘non-labour’ funding must be utilised for preventative activity and / or support.

23. The non-labour funding must align with the core VRU areas of need at 4.4 (17.)

24. All SVD funding must support the minimum key outcomes in the Home Office Guidance below:

- A reduction in hospital admissions for assaults with a knife or sharp object
- A reduction in knife and sharp object enabled serious violence recorded by the police
- A reduction in homicides recorded by the police.

## **5. Local Governance, Monitoring and Reporting to GMCA**

The Community Safety Grant, Voluntary and Community Sector Grant, Hate Crime Grant and Serious Violence Grant and Serious Violence Duty Grant will also be subject to local governance arrangements from the Community Safety Partnership. In addition to any requirements in the sections above, this must also include, as a minimum:

5.1 Community Safety Partnership approval of spending proposals which should be based on local community safety priorities as set out in the local plan and adherence to the grant criteria. A copy of the approved spending plan and a minute of the meeting approving proposals to be sent to the GMCA through your Partnership Link Officer.

5.2 Community Safety Partnership to receive quarterly monitoring reports on progress of the projects and financial updates on spend for each project. These should be shared with GMCA each quarter through the Partnership Link officer .

5.3 Community Safety Partnership to receive exception reports relating to programme risks and where appropriate these should be reported to the GMCA through the Partnership Link officer.

5.4 The Community Safety Partnership will approve any monitoring reports prior to submission to the GMCA.

5.5 For the Community Safety Grant, VCSE Grant and Hate Crime Grant, the annual February report to the GMCA, to be submitted on the agreed financial report template.

This annual report will contain information on each project, with actual spend to end of January and projected spend to end of March in each financial year..

5.5 In the case that actual spend to March varies by more than £5,000 over the projected amount, that the GMCA be informed of this.

## Declaration

***I confirm and accept the grant conditions as detailed and accept the terms of this agreement.***

|  |  |
|--|--|
| <i>Name of Council</i>                                   |  |
| <i>Signed by the Chief Executive</i>                     |  |
| <i>Print Name</i>  |  |
| <i>Signed by the Finance Director</i>                    |  |
| <i>Print name</i>  |  |
| <i>Date</i>  |  |
| <i>Community Safety Partnership<br/>Chair – Name (s)</i> |  |
| <i>Signed on behalf of<br/>Partnership</i>               |  |
| <i>Position in their organisation(s)</i>                 |  |
| <i>Date</i>  |  |
| <i>Director of Children Services –<br/>Name</i>          |  |
| <i>Signed</i>  |  |
| <i>Date</i>  |  |

|   |  |
|---|--|
| <i>Director of Public Health –<br/>Name</i> |  |
| <i>Signed</i>                               |  |
| <i>Date</i>                                 |  |

|                             |   |
|-----------------------------|---|
| <b>Report to:</b>           | <b>EXECUTIVE CABINET</b>  |
| <b>Date:</b>                | 26 July 2023  |
| <b>Executive Member:</b>    | Councillor Ward, Executive Member for Climate Emergency and Environmental Services<br>Councillor North, First Deputy and Executive Member for Finance Resources and Transformation  |
| <b>Reporting Officer:</b>   | Julian Jackson, Director of Place   |
| <b>Subject:</b>             | <b>GAS CONTRACT RENEWAL</b>   |
| <b>Report Summary:</b>      | <p>The Council's gas contract is due for review. Tameside Council currently utilises Crown Commercial Services (CCS) framework for gas supplies. Under the CCS contract, there are a number of 'basket' purchasing options available. The current basket arrangement is L6 and refers to the 6-month purchasing window that traders can purchase the commodity prior to 01 April each year. The recommended L12 basket has a longer (10-month) purchasing window prior to the start of deliver each April.</p> <p>The current arrangements under the L6 basket with CCS mean that we are required to serve termination notice prior to 15 September each year if we are to leave the contract the following April, otherwise the contract rolls on for another year.</p> <p>The purpose of this report is to seek approval to continue procuring under a contract with CCS for our gas supplies, and to seek approval to enter into a medium term strategy to procure gas under a L12 basket with CCS and to provide notification to move basket by 15 March 2024 in readiness to commence in April 2025.</p> |
| <b>Recommendations:</b>     | <p>The Executive Cabinet is recommended:</p> <ol style="list-style-type: none"><li>1. To approve the ongoing procurement of gas via the CCS framework, and</li><li>2. Enter into a medium-term strategy to move to a L12 basket with CCS at the next available date (to provide notification to move baskets by 15 March 2024). Buying of the commodity would then commence in April 2024 (12 months ahead) in readiness to for April 2025 contracted rates (L12). Noting the longer notice period for leaving the contract after transition.</li></ol>   |
| <b>Corporate Plan:</b>      | <p>All streams of the Corporate Plan are supported as this decision will secure the best allocation of valuable funds – ensuring as best as is reasonably practicable, that Council budgets are not pressured elsewhere in the organisation.</p> <p>This is highlighted through one particular delivery statement from the Corporate Plan: An approach that supports the development of new investment and resourcing models, enabling collaboration with a wide range of organisations.</p>  |
| <b>Policy Implications:</b> | There are no policy implications.   |

**Financial Implications:  
(Authorised by the  
statutory Section 151  
Officer & Chief Finance  
Officer)**

This report relates to the procurement of a gas supplier for all Council Buildings, including Local Authority maintained schools, for which schools receive their own billing and pay for their usage in full under the Scheme of Financing for Schools, for which they have delegated authority.

There is an existing revenue budget for gas of £0.308m within the Place Directorate revenue budget. The result of the decision will cause a significant cost pressure on this budget based on current forecasts. The total cost pressure arising from this decision will be £1.123m.

The budget reduction for utility cost savings, predicated on Estates rationalisation, totalled £0.078m in 2023/24 for gas.

| <b>Gas contract – Revenue Budgets £m</b> |         |
|--|---------|
| 2021/22 Revenue Budget Total             | £0.401m |
| 2021/22 Outturn                          | £0.388m |
| 2022/23 Revenue Budget Total             | £0.386m |
| 2022/23 Outturn                          | £0.894m |
| 2023/24 Revenue Budget Total             | £0.308m |
| 2023/24 Forecast                         | £1.431m |

The Council has set aside funding in contingency for utility price inflation which will be used to offset the adverse impact in service budgets. Therefore, the impact to the overall General Fund as a result of this decision will be zero. It is prudent to ensure some level of contingency for adverse events is provided for by the Council on an ongoing basis as this reduces the reliance on one-off applications of reserves and maintains financial sustainability.

The increase in expenditure on gas has increased significantly over the last 12 months due primarily to increases in the wholesale price of gas. There have been some small increases in utilisation during 2022/23 compared to 2021/22 which is attributed to increased office working and utilisation of buildings.

|  | <b>Utilisation<br/>(KwH)</b> | <b>Gross<br/>Costs</b> | <b>Average £<br/>per KwH</b> |
|--|------------------------------|------------------------|------------------------------|
| <b>2021/22</b>                                     | 11,425,509                   | £387,718               | £0.034                       |
| <b>2022/23</b>                                     | 12,140,877                   | £894,525               | £0.074                       |
| <b>2023/24<br/>(Forecast)</b>                      | 12,140,877                   | £1,431,240             | £0.118                       |
| <b>% increase 21/22<br/>vs. 23/24<br/>Forecast</b> | 6.3%                         | 269.1%                 | 247.4%                       |

The proposals set out in this report are to continue with the existing CCS framework for gas supply, but to move from a short term fixed price basket approach to a longer term approach based on a longer purchasing period. Paragraph 2.1 provides a summary of the different basket options available under the CCS Framework.

When deciding on whether to adopt a 'locked' or 'variable' basket approach, there is a balance to be sought between potential exposure to the risks and benefits of price fluctuations under a

variable basket, and the certainty provided by a locked basket approach. The graph at Figure 1 in section 2, demonstrates that historically, prior to 2023, the locked basket approach has tended to deliver a lower average price than the variable approach. The figures for 2023 are considered to be an anomaly due to the highly volatile nature of the gas market in 2022 (the purchase window for the majority of the L6 and L12 prices). If 2023 was an anomaly and trends return in 2024, then the proposal to move to an L12 basket under the CCS framework would appear to be the most cost effective option, based on historical trends, and therefore would represent value-for-money to the Council Tax and Business Rate payer.

**Legal Implications:  
(Authorised by the  
Borough Solicitor)**

This report has been prepared with the assistance of procurement advice from STaR to ensure that there has been a thorough review of the market and procurement options in order to inform the proposed recommendations for the council's ongoing gas supply.

**Risk Management:**

The deadline to give notice (should a decision be required not to remain with CCS) must be provided in writing to CCS by 15 September 2023. If we do not have a decision prior to this date, we would be obliged to stay with CCS for a further 12 months until April 2025. Deadlines to move baskets is 15 March 2024 as detailed in the report (table 3).

**Access to Information:**

Not confidential

**Background Information:**

The background papers relating to this report can be inspected by contacting Christina Morton, Environment Officer



Telephone: 07980 906 295



e-mail: [christina.morton@tameside.gov.uk](mailto:christina.morton@tameside.gov.uk)

## 1. INTRODUCTION

- 1.1 Gas prices have increased significantly over recent years, by 270% over the last three financial years, under our current contract arrangements. The energy market has become extremely volatile due to a number of global political and economic forces – including supply chain disruption and the war in Eastern Europe. Before the Energy crisis, energy prices were consistently relatively low. However, the energy world has changed significantly. Prices are very volatile, and recent market conditions make it difficult to forecast future energy prices from one month to the next. The volatility creates rapid changes in the wholesale market.
- 1.2 The Council's gas consumption represents a significant but necessary cost to the Council. The volume of energy procured on behalf of Tameside is significant and in the current financial year, costs will increase by a further estimated 93%.

Table 1 provides a summary of the forecast additional cost on the Council budget in 2023/24 from Council premises. Schools are also included on the below however their utility costs are not financed by the Council's revenue budget. A small number of other sites on the contract are excluded from the summary. Cost predictions for subsequent years are not known at present but may see a small decrease as market pressures could potentially settle.

**Table 1 – 2022/23 costs and 2023/24 forecast costs for Gas**

|                              | <b>Corporate Buildings</b> | <b>Schools</b> | <b>Total</b> |
|------------------------------|----------------------------|----------------|--------------|
| <b>2022/23 Kwh</b>           | 12,140,877                 | 6,859,471      | 19,000,348   |
| <b>2022/23 Cost</b>          | £894,525                   | £527,103       | £1,179,970   |
| <b>2023/24 Forecast Cost</b> | £1,431,240                 | £843,365       | £2,274,605   |

- 1.3 Tameside Council procures Gas through the Crown Commercial Services framework. This follows best practice and is in line with public procurement regulations. Central Government is mandated to use CCS for procurement of their energy; therefore, they have the largest energy spend of all public buying organisations. CCS have a trading team that monitors energy markets and using expertise and experience purchase energy at the most opportune moments. Independent analysis and benchmarking consistently show that CCS energy frameworks provide value for money. This does not necessarily always guarantee the cheapest price, however, does allow access to a professional energy procurement team and helps with managing the many risks around energy procurement.
- 1.4 Tameside Council currently sits in the L6 procurement basket. The L6 basket is a short-term strategy whereby energy is purchased in a six-month window, and prices are fixed for the 12 months from the 1st of April each year.
- 1.5 Due to the 6 month purchasing window within the L6 basket, it is likely prices will be higher in the current contract period (2023/2024) as wholesale prices were high over the majority of the purchase window. This is due to a number of turbulent market conditions that were ongoing at the time such as the war in Ukraine adding pressure to European energy supplies over the winter period. CCS have, handled the energy crisis well and the risk trading strategies that they adopted worked well, given how unpredictable the market was/is.
- 1.6 The Council's gas is purchased via an evergreen arrangement with Crown Commercial Services (CCS) which gives authority to them to i) buy the Council's energy 6-months in advance of the supply period; and ii) to arrange for energy to be supplied via an OJEU compliant single supplier framework for gas. As the contract arrangements are classed as 'evergreen' notice must be provided on by the 15 September each year if we want to leave the contract the following April otherwise the contract automatically renews.
- 1.7 The Council now needs to review whether the current framework provider/basket arrangements are still offering the best option for gas procurement.



## 2. ALTERNATIVE CCS BASKET OPTIONS

2.1 As well as the L6 basket that Tameside Council is currently in, CCS also have a number of alternative longer-term basket options, which are summarised below:

| Locked (L6)   | Locked (L12)  | Short Term Variable (V6)  | Long Term Variable (V30)   | Locked 24 (L24)   |
|---|---|---|--|---|
| <ul style="list-style-type: none"> <li>6 month purchase window prior to the start of delivery</li> <li>Enter the market multiple times during this period</li> <li>Purchasing is complete before delivery begins</li> <li>Monthly commodity price will be set for the entire delivery year</li> </ul> | <ul style="list-style-type: none"> <li>10 month purchase window prior to the start of delivery</li> <li>Enter the market multiple times during this period</li> <li>Purchasing is complete before delivery begins and energy rates delivered in advance of supply year</li> <li>Monthly commodity price will be set for the entire delivery year</li> </ul> | <ul style="list-style-type: none"> <li>18 month purchase window; begins 6 months before delivery and continues throughout</li> <li>Purchase at day ahead and intra month level</li> <li>Enter the market multiple times during this period</li> <li>Commodity prices change on a monthly basis</li> </ul> | <ul style="list-style-type: none"> <li>42 month purchase window; begins 30 months before delivery and continues throughout</li> <li>Purchase at day ahead and intra month level</li> <li>Enter the market multiple times during this period</li> <li>Commodity prices change on a monthly basis</li> </ul> | <ul style="list-style-type: none"> <li>22 month purchase window before the start of delivery</li> <li>Enter the market multiple times during this period</li> <li>Purchasing is complete before delivery begins and energy rates delivered in advance of supply year</li> <li>Monthly commodity price will be set for the entire delivery year</li> </ul> |
| Fixed price to help manage budgets  | Fixed price to help manage budgets  | Access to potentially lower market price  | Element of price stability year on year  | Fixed price with element of price stability year on year  |

2.2 CCS allows customers to select energy product options, procurement approach and term (currently offering products that begin purchasing either 6, 12, 24 or 30 months ahead of the delivery year, with locked or variable procurement approaches for gas).

### Locked strategies

2.3 For locked strategies, CCS completes buying before the delivery period starts so that the price is fixed in advance, providing a level of budget certainty for the period.

### Variable strategies

2.4 For variable strategies, the CCS may continue buying into the delivery period right up to the day-ahead stage, under these strategies there is less budget certainty for the period and commodity prices will change on monthly bills.

Once customers have selected their strategy, demand is aggregated on an annual basis into 'baskets'.

2.5 CCS has put together the indicative summary example table below based on the consumption of our sites detailing estimated spend. This compares the spend, based on our consumption and the average basket rate for each of the trading strategies. If Tameside council wants to move into a different basket, the future basket comparison indicates V30 as having the highest potential savings for gas.

Table 2 below indicates entering into a longer-term contract and having a longer procurement window would mitigate some cost risk when purchasing energy.

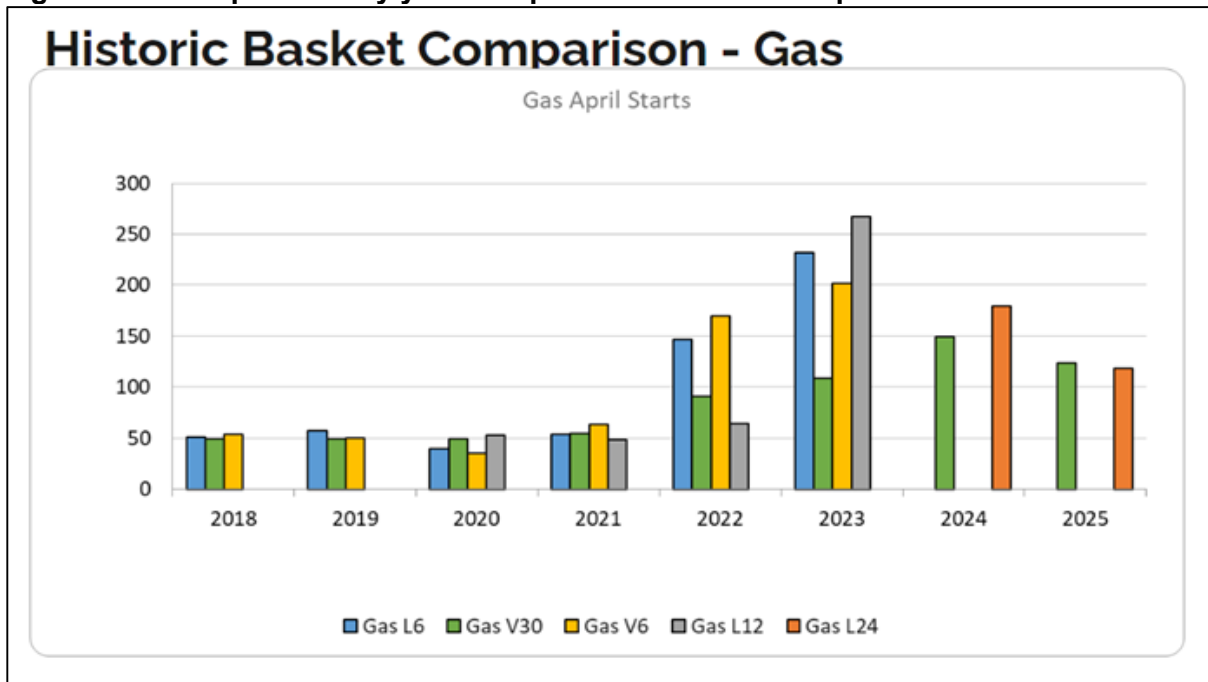
This will be updated in the next month to compare with 2023/24 prices; however, for the time being it is based on the average prices from the previous purchase report (March 23).

**Table 2**

| Customer Name  | Tameside Metropolitan Borough Council |                     |              |
|--|---------------------------------------|---------------------|--------------|
| Gas  |                                       |                     |              |
| Current Basket Comparison (2021 buying period for 2022 delivery) | Total Spend (£)                       | Cost Difference (£) | % Difference |
| Current Basket Mix   | £1,289,114.57                         |                     |              |
| L6   | £1,289,114.57                         | £0.00               | 0.00%        |
| V6   | £1,412,711.40                         | £123,596.83         | 9.59%        |
| L12  | £741,168.84                           | £-547,945.73        | -42.51%      |
| V30  | £905,964.43                           | £-383,150.14        | -29.72%      |
| Gas  |                                       |                     |              |
| Future Basket Comparison (2022 Buying period for 2023 delivery)  | Total Spend (£)                       | Cost Difference (£) | % Difference |
| Current Basket Mix   | £2,210,734.71                         |                     |              |
| L6   | £2,210,734.71                         | £0.00               | 0.00%        |
| V6   | £1,893,502.90                         | £-317,231.81        | -14.35%      |
| L12  | £2,297,252.43                         | £86,517.72          | 3.91%        |
| V30  | £1,086,003.75                         | £-1,124,730.96      | -50.88%      |

2.6 CCS have pulled together the graph below to show the historic performance of trading in each basket over recent years. Basket L24 is a new medium term procurement option offered by CCS. As this is the first delivery year, there are no historical rates for comparison on that basket.

**Figure 1 – Price per KwH by year and procurement basket option**



2.7 Table 2 and figure 1 show that for L12, there is a bigger shift in price difference between 22/23 and 23/24. This is because the traders bought the majority of the L12 for 22/23 early as the prices in the market were rising. However, when it came to purchasing for this year, they were only able to buy in more volatile times. By the time trading began for L6 and V6, the market had slowed down so the prices for the short term baskets that began trading in October have lower prices this year on average. Previous years however tend to show comparable or a reduction in costs under the L12 basket compared to L6.

2.8 Table 3 below, details the length of the contract, the purchasing window, the notice period required to leave the basket, and interim recommendations.

**Table 3**

| Current Basket | New Basket | Request Change Deadline | CCS Trading start Date | CCS Supply Start Date | Notice Period new Basket | Notes  |
|----------------|------------|-------------------------|------------------------|-----------------------|--------------------------|--|
| L6             | L12        | 15th March 2024         | 1st April 2024         | 1st April 2025        | 24 months minimum        | Trading occurs over 12 months prior to supply instead of 6 months  |
| L6             | L24        | 15th March 2024         | 1st April 2024         | 1st April 2026        | 36 months minimum        | Trading occurs over 24 months prior to supply instead of 6 months.   |
| L6             | V30        | 15th September 2023     | 1st October 2023       | 1st April 2026        | 42 months minimum        | Trading occurs over 30 months prior to supply instead of 12 months. Monthly prices can show variation +/- small percentages. |

2.9 It is important to note the contract start period and notice period for each basket. The contract start period for L12 is 1 April 2025 and notice to enter into this contract must be provided by 15 March 2024. This is because the trading for the L12 basket would then commence on 1 April 2024 – 12 months prior to the supply start date of 1 April 2025. The contract start date for L24 and V30 baskets is 1 April 2026. The prices from the procurement in L24 and V30 baskets would commence on the 1<sup>st</sup> April 2026 and the delivery period for these prices is 12 months.

2.10 The framework includes significant notice periods. The commitment period for the L12 basket is 24 months. The L24 and L36 baskets is 36 months and 42 months respectively. CCS have advised that if we were to move to a longer term strategy, the Council can remain in our existing strategy until that point, or transition through some of their other strategies that will begin to extend the buying window. To transition from L6 to L12 to L24, CCS would need to know by 15 March 2024. To do this Tameside would need to sign an energy purchase request with CCS which would be added to our customer access agreement reflecting the new trading strategies. CCS would then commence buying our gas volume in April 24 in those strategies. We would then move to L12 in April 25 and then L24 in April 26.

2.11 If Tameside Council entered the V30 basket and wanted to commit only to 31 March 2028 then notice would need to be given by the 20 September 2024 (42 months in advance). The L6 basket requires a notice period of just 6 months and 10 days prior to the next delivery period. Which would allow Tameside council to move to another supplier at short notice.

2.12 While considering the CCS strategies and entering into a longer-term contract, Tameside Council needs to also consider its Net Zero targets of 2038 and other energy strategies such as moving to electrified energy sources where appropriate and deploying a localised

renewable energy market as is currently being investigated by Greater Manchester Combined Authority and Partners.

- 2.13 The Council needs to consider whether entering into a long-term basket could prevent Tameside from taking advantage of any opportunities which may arise to move to a an alternative energy source or supplier quickly.

### **3. ALTERNATIVE OPTIONS**

- 3.1 In addition to the above, STAR have also provided a basic options report detailing some pros and cons of three viable routes to market for re procurement (**Appendix 1**).
- 3.2 The options report includes a review of the Yorkshire Purchasing Framework (YPO) of whom we currently utilise for our electricity and water contracts. Crown Commercial Services (CCS) our current gas framework provider and E-energy who have recently been procured by a number of STAR authorities for gas and electricity; however, eEnergy are not a previously tried and tested approach and we do not yet know how they have performed due to the contracts being in their infancy.

### **4. CONCLUSION**

- 4.1 Crown Commercial Services represents a reliable (tried and tested) re-procurement option in the current turbulent energy market.
- 4.2 A procurement strategy with a longer-term buying window with CCS would seem to indicate a savings potential against our current basket option due to CCS having a longer period of time to go out to market to procure the commodity at periods when costs are lower.
- 4.3 Taking the above into consideration and given the significant notification periods for the contracts for a long term strategy the Council should enter into a medium-term strategy (L12) at the next available date.

### **5. RECOMMENDATIONS**

- 5.1 As set out at the front of the report.

## OPTIONS APPRAISAL

### Procurement Options Appraisal for Supply of Gas

Report prepared by: Melissa Harby

For: Tameside Council

#### 1. Current Situation and Outline of Proposed Requirement

This options appraisal is to outline potential routes to market for Tameside Council;

- Gas

Tameside's current gas contract expires 31/03/2024 but the council must provide 6 months notice (15/09/2023) should they wish the contract to expire. Currently the supply of gas is provided by Total Gas and Power through the CCS framework.

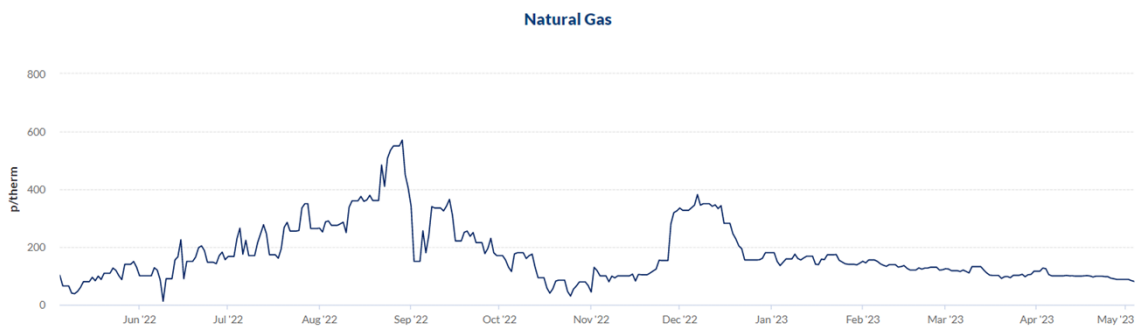
Due to the 2022 energy crisis, local authorities have had to be more flexible in how they procure energy contracts. This includes the possibility of moving from fixed priced contracts to flexible purchasing strategies.

STAR has developed this options appraisal to provide several routes to market for consideration by the council and has highlighted advantages and disadvantages to each option.

#### 2. Current Position of the Energy Market

Gas prices have fallen since significant peaks formed at the end of 2022, and this lower price reflects a drop in wholesale gas prices. This peak formed due to the fear of there not being adequate gas storage to support higher levels of demand if the UK experienced a prolonged cold snap.

However, due to a partly mild winter and efforts to maximise gas storage to mitigate future shortages of Russian gas, prices have fallen by around 60% since December. Please see below.



However, the International Energy Agency cautioned against complacency on Thursday, commenting that the improved outlook for gas markets in 2023 is no guarantee against future volatility and that the global gas supply is set to remain tight this year. This is due to the global

balance being contingent on an unusually wide range of uncertainties, including adverse weather, lower availability of LNG, and the possibility of a further decline in Russian deliveries to Europe via Ukraine.

Prices currently sit at around 80-130 pence per/therm depending on the period you're purchasing. This is down from last year's peak of 800 pence per/therm. However, this is still 43% more expensive than the average price we were paying pre-energy crisis in 2020.

### 3. Identification of Options

| Option Number | Description of Option  | Process/Suppliers   |
|---------------|--|---|
| 1             | Framework Agreement - <b>Yorkshire Purchasing Organisation (YPO)</b> | Direct Award/1 Supplier (Corona Energy)   |
| 2             | Framework Agreement - <b>Crown Commercial Services (CCS)</b>         | Direct Award/1 Supplier (Total Gas & Power)   |
| 3             | Dynamic Purchasing System (DPS) - <b>eEnergy</b>                     | Reverse Auction/11 Suppliers (AvantiGas, British Gas, Brook Green Supply, Corona Energy, Drax, Ecotricity, Good Energy, nPower, Shell Energy, SSE, Total Gas & Power) |

### 4. Assessment (including Risk)

| Option Title | Advantages  | Disadvantages  |
|--------------|---|--|
| 1 - YPO      | <ul style="list-style-type: none"> <li>- Fixed and flexible contract procurement capability.</li> <li>- Pre-Agreed Terms and Conditions.</li> <li>- Direct history excellent customer service.</li> <li>- Pre-determined risk strategy.</li> <li>- Rebate scheme.</li> <li>- Dedicated online portal.</li> <li>- Dispute resolution with monthly reporting to manage debt.</li> <li>- Data Risk Management which creates a meter level asset database to keep all meters on contracts, and remove any disposed sites/meters in a timely fashion to ensure each council only pays for what they use.</li> <li>- Provides new meter connections and disconnections</li> </ul> | <ul style="list-style-type: none"> <li>- Single supplier framework, therefore a further competition process cannot take place.</li> <li>- Do not conduct a risk workshop and if entering a flexible contract, their strategy of flex baskets is to be adhered too (12-month fixed prices).</li> <li>- No ability to apply a price cap.</li> <li>- No flexibility to fix flexible contracts at any point.</li> <li>- Possibility of requiring changing supplier, implementation process required.</li> <li>- No other baskets.</li> </ul> |

| <p>2 - CCS</p>                        | <ul style="list-style-type: none"> <li>- Fixed and flexible contract procurement capability.</li> <li>- Pre-Agreed Terms and Conditions.</li> <li>- Set pre-determined risk strategy</li> <li>- Already an established relationship between council, CCS and supplier</li> <li>- Continuity of supplier so no implementation process required.</li> <li>- Basket comparison against other CCS baskets (see comparison below of historic performance against other baskets).</li> </ul> <table border="1" data-bbox="331 633 850 902"> <thead> <tr> <th colspan="4">Customer Name</th> </tr> <tr> <th colspan="4">Tameside Metropolitan Borough Council</th> </tr> <tr> <th colspan="4">Gas</th> </tr> <tr> <th>Current Basket Comparison</th> <th>Total Spend (£)</th> <th>Cost Difference (£)</th> <th>% Difference</th> </tr> </thead> <tbody> <tr> <td>Current Basket Mix</td> <td>£1,289,114.57</td> <td></td> <td></td> </tr> <tr> <td>L6</td> <td>£1,289,114.57</td> <td>£0.00</td> <td>0.00%</td> </tr> <tr> <td>V6</td> <td>£1,412,711.40</td> <td>£123,596.83</td> <td>9.59%</td> </tr> <tr> <td>L12</td> <td>£741,168.84</td> <td>-£547,945.73</td> <td>-42.51%</td> </tr> <tr> <td>V30</td> <td>£905,964.43</td> <td>-£383,150.14</td> <td>-29.72%</td> </tr> <tr> <th colspan="4">Gas</th> </tr> <tr> <th>Future Basket Comparison</th> <th>Total Spend (£)</th> <th>Cost Difference (£)</th> <th>% Difference</th> </tr> <tr> <td>Current Basket Mix</td> <td>£2,210,734.71</td> <td></td> <td></td> </tr> <tr> <td>L6</td> <td>£2,210,734.71</td> <td>£0.00</td> <td>0.00%</td> </tr> <tr> <td>V6</td> <td>£1,893,502.90</td> <td>-£317,231.81</td> <td>-14.35%</td> </tr> <tr> <td>L12</td> <td>£2,297,252.43</td> <td>£86,517.72</td> <td>3.91%</td> </tr> <tr> <td>V30</td> <td>£1,086,003.75</td> <td>-£1,124,730.96</td> <td>-50.88%</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>- Dedicated online portal.</li> <li>- Provision of educational market and budget reporting.</li> <li>- Bespoke customer specific reports on request.</li> <li>- No change of supplier.</li> <li>- Dispute resolution with monthly reporting to manage debt.</li> <li>- Data Risk Management which creates a meter level asset database to keep all meters on contracts, and remove any disposed sites/meters in a timely fashion to ensure each council only pays for what they use.</li> <li>- Provides new meter connections and disconnections</li> </ul> | Customer Name  |              |  |  | Tameside Metropolitan Borough Council |  |  |  | Gas |  |  |  | Current Basket Comparison | Total Spend (£) | Cost Difference (£) | % Difference | Current Basket Mix | £1,289,114.57 |  |  | L6 | £1,289,114.57 | £0.00 | 0.00% | V6 | £1,412,711.40 | £123,596.83 | 9.59% | L12 | £741,168.84 | -£547,945.73 | -42.51% | V30 | £905,964.43 | -£383,150.14 | -29.72% | Gas |  |  |  | Future Basket Comparison | Total Spend (£) | Cost Difference (£) | % Difference | Current Basket Mix | £2,210,734.71 |  |  | L6 | £2,210,734.71 | £0.00 | 0.00% | V6 | £1,893,502.90 | -£317,231.81 | -14.35% | L12 | £2,297,252.43 | £86,517.72 | 3.91% | V30 | £1,086,003.75 | -£1,124,730.96 | -50.88% | <ul style="list-style-type: none"> <li>- Single supplier framework, therefore a further competition process cannot take place.</li> <li>- No ability to apply a price cap.</li> <li>- No flexibility to fixed flexible contracts at any point.</li> <li>- Need to give notice if leaving current contract 6 months in advance (by 15/09/23).</li> <li>- Below are the dates as of 04/05/23 if Tameside wanted to move basket.</li> </ul> <table border="1" data-bbox="887 613 1444 763"> <thead> <tr> <th>Basket</th> <th>Today's Date</th> <th>Join Deadline</th> <th>Start Date</th> </tr> </thead> <tbody> <tr> <td>Locked 6</td> <td>04-May-23</td> <td>15-Sep-23</td> <td>01/04/2024</td> </tr> <tr> <td>Variable 6</td> <td>04-May-23</td> <td>15-Sep-23</td> <td>01/04/2024</td> </tr> <tr> <td>Locked 12</td> <td>04-May-23</td> <td>15-Mar-24</td> <td>01/04/2025</td> </tr> <tr> <td>Locked 24</td> <td>04-May-23</td> <td>15-Mar-24</td> <td>01/04/2026</td> </tr> <tr> <td>Variable 30</td> <td>04-May-23</td> <td>15-Sep-23</td> <td>01/04/2026</td> </tr> </tbody> </table> | Basket | Today's Date | Join Deadline | Start Date | Locked 6 | 04-May-23 | 15-Sep-23 | 01/04/2024 | Variable 6 | 04-May-23 | 15-Sep-23 | 01/04/2024 | Locked 12 | 04-May-23 | 15-Mar-24 | 01/04/2025 | Locked 24 | 04-May-23 | 15-Mar-24 | 01/04/2026 | Variable 30 | 04-May-23 | 15-Sep-23 | 01/04/2026 |
|---------------------------------------|--|--|--------------|--|--|---------------------------------------|--|--|--|-----|--|--|--|---------------------------|-----------------|---------------------|--------------|--------------------|---------------|--|--|----|---------------|-------|-------|----|---------------|-------------|-------|-----|-------------|--------------|---------|-----|-------------|--------------|---------|-----|--|--|--|--------------------------|-----------------|---------------------|--------------|--------------------|---------------|--|--|----|---------------|-------|-------|----|---------------|--------------|---------|-----|---------------|------------|-------|-----|---------------|----------------|---------|---|--------|--------------|---------------|------------|----------|-----------|-----------|------------|------------|-----------|-----------|------------|-----------|-----------|-----------|------------|-----------|-----------|-----------|------------|-------------|-----------|-----------|------------|
| Customer Name                         |  |  |              |  |  |                                       |  |  |  |     |  |  |  |                           |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |             |       |     |             |              |         |     |             |              |         |     |  |  |  |                          |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |              |         |     |               |            |       |     |               |                |         |   |        |              |               |            |          |           |           |            |            |           |           |            |           |           |           |            |           |           |           |            |             |           |           |            |
| Tameside Metropolitan Borough Council |  |  |              |  |  |                                       |  |  |  |     |  |  |  |                           |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |             |       |     |             |              |         |     |             |              |         |     |  |  |  |                          |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |              |         |     |               |            |       |     |               |                |         |   |        |              |               |            |          |           |           |            |            |           |           |            |           |           |           |            |           |           |           |            |             |           |           |            |
| Gas                                   |  |  |              |  |  |                                       |  |  |  |     |  |  |  |                           |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |             |       |     |             |              |         |     |             |              |         |     |  |  |  |                          |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |              |         |     |               |            |       |     |               |                |         |   |        |              |               |            |          |           |           |            |            |           |           |            |           |           |           |            |           |           |           |            |             |           |           |            |
| Current Basket Comparison             | Total Spend (£)  | Cost Difference (£)  | % Difference |  |  |                                       |  |  |  |     |  |  |  |                           |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |             |       |     |             |              |         |     |             |              |         |     |  |  |  |                          |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |              |         |     |               |            |       |     |               |                |         |   |        |              |               |            |          |           |           |            |            |           |           |            |           |           |           |            |           |           |           |            |             |           |           |            |
| Current Basket Mix                    | £1,289,114.57  |  |              |  |  |                                       |  |  |  |     |  |  |  |                           |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |             |       |     |             |              |         |     |             |              |         |     |  |  |  |                          |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |              |         |     |               |            |       |     |               |                |         |   |        |              |               |            |          |           |           |            |            |           |           |            |           |           |           |            |           |           |           |            |             |           |           |            |
| L6                                    | £1,289,114.57  | £0.00  | 0.00%        |  |  |                                       |  |  |  |     |  |  |  |                           |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |             |       |     |             |              |         |     |             |              |         |     |  |  |  |                          |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |              |         |     |               |            |       |     |               |                |         |   |        |              |               |            |          |           |           |            |            |           |           |            |           |           |           |            |           |           |           |            |             |           |           |            |
| V6                                    | £1,412,711.40  | £123,596.83  | 9.59%        |  |  |                                       |  |  |  |     |  |  |  |                           |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |             |       |     |             |              |         |     |             |              |         |     |  |  |  |                          |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |              |         |     |               |            |       |     |               |                |         |   |        |              |               |            |          |           |           |            |            |           |           |            |           |           |           |            |           |           |           |            |             |           |           |            |
| L12                                   | £741,168.84  | -£547,945.73   | -42.51%      |  |  |                                       |  |  |  |     |  |  |  |                           |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |             |       |     |             |              |         |     |             |              |         |     |  |  |  |                          |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |              |         |     |               |            |       |     |               |                |         |   |        |              |               |            |          |           |           |            |            |           |           |            |           |           |           |            |           |           |           |            |             |           |           |            |
| V30                                   | £905,964.43  | -£383,150.14   | -29.72%      |  |  |                                       |  |  |  |     |  |  |  |                           |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |             |       |     |             |              |         |     |             |              |         |     |  |  |  |                          |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |              |         |     |               |            |       |     |               |                |         |   |        |              |               |            |          |           |           |            |            |           |           |            |           |           |           |            |           |           |           |            |             |           |           |            |
| Gas                                   |  |  |              |  |  |                                       |  |  |  |     |  |  |  |                           |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |             |       |     |             |              |         |     |             |              |         |     |  |  |  |                          |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |              |         |     |               |            |       |     |               |                |         |   |        |              |               |            |          |           |           |            |            |           |           |            |           |           |           |            |           |           |           |            |             |           |           |            |
| Future Basket Comparison              | Total Spend (£)  | Cost Difference (£)  | % Difference |  |  |                                       |  |  |  |     |  |  |  |                           |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |             |       |     |             |              |         |     |             |              |         |     |  |  |  |                          |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |              |         |     |               |            |       |     |               |                |         |   |        |              |               |            |          |           |           |            |            |           |           |            |           |           |           |            |           |           |           |            |             |           |           |            |
| Current Basket Mix                    | £2,210,734.71  |  |              |  |  |                                       |  |  |  |     |  |  |  |                           |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |             |       |     |             |              |         |     |             |              |         |     |  |  |  |                          |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |              |         |     |               |            |       |     |               |                |         |   |        |              |               |            |          |           |           |            |            |           |           |            |           |           |           |            |           |           |           |            |             |           |           |            |
| L6                                    | £2,210,734.71  | £0.00  | 0.00%        |  |  |                                       |  |  |  |     |  |  |  |                           |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |             |       |     |             |              |         |     |             |              |         |     |  |  |  |                          |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |              |         |     |               |            |       |     |               |                |         |   |        |              |               |            |          |           |           |            |            |           |           |            |           |           |           |            |           |           |           |            |             |           |           |            |
| V6                                    | £1,893,502.90  | -£317,231.81   | -14.35%      |  |  |                                       |  |  |  |     |  |  |  |                           |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |             |       |     |             |              |         |     |             |              |         |     |  |  |  |                          |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |              |         |     |               |            |       |     |               |                |         |   |        |              |               |            |          |           |           |            |            |           |           |            |           |           |           |            |           |           |           |            |             |           |           |            |
| L12                                   | £2,297,252.43  | £86,517.72   | 3.91%        |  |  |                                       |  |  |  |     |  |  |  |                           |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |             |       |     |             |              |         |     |             |              |         |     |  |  |  |                          |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |              |         |     |               |            |       |     |               |                |         |   |        |              |               |            |          |           |           |            |            |           |           |            |           |           |           |            |           |           |           |            |             |           |           |            |
| V30                                   | £1,086,003.75  | -£1,124,730.96   | -50.88%      |  |  |                                       |  |  |  |     |  |  |  |                           |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |             |       |     |             |              |         |     |             |              |         |     |  |  |  |                          |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |              |         |     |               |            |       |     |               |                |         |   |        |              |               |            |          |           |           |            |            |           |           |            |           |           |           |            |           |           |           |            |             |           |           |            |
| Basket                                | Today's Date   | Join Deadline  | Start Date   |  |  |                                       |  |  |  |     |  |  |  |                           |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |             |       |     |             |              |         |     |             |              |         |     |  |  |  |                          |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |              |         |     |               |            |       |     |               |                |         |   |        |              |               |            |          |           |           |            |            |           |           |            |           |           |           |            |           |           |           |            |             |           |           |            |
| Locked 6                              | 04-May-23  | 15-Sep-23  | 01/04/2024   |  |  |                                       |  |  |  |     |  |  |  |                           |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |             |       |     |             |              |         |     |             |              |         |     |  |  |  |                          |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |              |         |     |               |            |       |     |               |                |         |   |        |              |               |            |          |           |           |            |            |           |           |            |           |           |           |            |           |           |           |            |             |           |           |            |
| Variable 6                            | 04-May-23  | 15-Sep-23  | 01/04/2024   |  |  |                                       |  |  |  |     |  |  |  |                           |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |             |       |     |             |              |         |     |             |              |         |     |  |  |  |                          |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |              |         |     |               |            |       |     |               |                |         |   |        |              |               |            |          |           |           |            |            |           |           |            |           |           |           |            |           |           |           |            |             |           |           |            |
| Locked 12                             | 04-May-23  | 15-Mar-24  | 01/04/2025   |  |  |                                       |  |  |  |     |  |  |  |                           |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |             |       |     |             |              |         |     |             |              |         |     |  |  |  |                          |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |              |         |     |               |            |       |     |               |                |         |   |        |              |               |            |          |           |           |            |            |           |           |            |           |           |           |            |           |           |           |            |             |           |           |            |
| Locked 24                             | 04-May-23  | 15-Mar-24  | 01/04/2026   |  |  |                                       |  |  |  |     |  |  |  |                           |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |             |       |     |             |              |         |     |             |              |         |     |  |  |  |                          |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |              |         |     |               |            |       |     |               |                |         |   |        |              |               |            |          |           |           |            |            |           |           |            |           |           |           |            |           |           |           |            |             |           |           |            |
| Variable 30                           | 04-May-23  | 15-Sep-23  | 01/04/2026   |  |  |                                       |  |  |  |     |  |  |  |                           |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |             |       |     |             |              |         |     |             |              |         |     |  |  |  |                          |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |              |         |     |               |            |       |     |               |                |         |   |        |              |               |            |          |           |           |            |            |           |           |            |           |           |           |            |           |           |           |            |             |           |           |            |
| <p>3 – eEnergy</p>                    | <ul style="list-style-type: none"> <li>- 11 approved suppliers are on the DPS to ensure maximum competitiveness through a PCR-15 compliant tender. This is done through a live reverse auction and provides current benchmarking to ensure value for money.</li> <li>- Three of STAR’s partners are already contracted through eEnergy.</li> <li>- Ability to apply a price cap if the energy market hits a certain level.</li> <li>- Fixed and flexible contract procurement capability.</li> </ul>   | <ul style="list-style-type: none"> <li>- Tender period for the reverse auction.</li> <li>- Does not allow for a direct award.</li> <li>- Possibility of requiring changing supplier, implementation process required.</li> <li>- Not directly contracted with eEnergy previously.</li> <li>- Requires additional resource initially to decide on risk strategy/profile.</li> <li>- Lack of performance data available at present for other STAR partners due to contract only commencing in April 23.</li> </ul> |              |  |  |                                       |  |  |  |     |  |  |  |                           |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |             |       |     |             |              |         |     |             |              |         |     |  |  |  |                          |                 |                     |              |                    |               |  |  |    |               |       |       |    |               |              |         |     |               |            |       |     |               |                |         |   |        |              |               |            |          |           |           |            |            |           |           |            |           |           |           |            |           |           |           |            |             |           |           |            |

|  |  |  |
|--|--|--|
|  | <ul style="list-style-type: none"> <li>- Risk workshop will be held with all participating councils to understand, develop and agree on a strategy.</li> <li>- Creation of flexible hedging strategies that is tailored specifically to the councils.</li> <li>- Energy volume management will be conducted by eEnergy via volume reforecasting and will protect the councils against volume fluctuations throughout the contract. This is critical over the first 12 months of the new contracts as councils (including schools and leisure facilities) may have to take extreme actions to reduce consumption, alongside with the councils decarbonisation projects (net zero carbon 2038).</li> <li>- Contracts can be fixed at any point.</li> <li>- Full access to eEnergy dedicated online portal for immediate access to your own data plus performance and market numerous reports.</li> <li>- Data Risk Management which creates a meter level asset database to keep all meters on contracts, and remove any disposed sites/meters in a timely fashion to ensure each council only pays for what they use.</li> <li>- Pre-Agreed Terms and Conditions.</li> <li>- eEnergy provide a fully managed service that covers;             <ul style="list-style-type: none"> <li>o Maintaining records of all energy suppliers, MPANs/MPRs and energy contracts.</li> <li>o Bill validation and dispute resolution with monthly reporting to manage debt.</li> <li>o Assigned a highly experience and fully dedicated Account Director who is supported by a team of consultants and analysts. The Account Director will be the designated point of contact.</li> <li>o Hosting periodic calls/review meeting to review performance of the hedging strategy.</li> <li>o New meter connections and disconnections .</li> <li>o For any meter addition or meter removal request, eEnergy will follow</li> </ul> </li> </ul> |  |
|--|--|--|



|  | <p>the change of tenancy (COT) procedure up with the energy supplier.</p> <ul style="list-style-type: none"> <li>○ Ensuring terminations are issued for both group contracts and all meter additions.</li> <li>○ Current reports to be included (see below table).</li> </ul>   |                     |             |                     |   |   |          |   |   |          |                             |   |          |                 |  |          |  |   |          |  |
|--|---|---------------------|-------------|---------------------|---|---|----------|---|---|----------|-----------------------------|---|----------|-----------------|--|----------|--|---|----------|--|
|  | <table border="1"> <thead> <tr> <th>Report</th> <th>Description</th> <th>Included / Excluded</th> </tr> </thead> <tbody> <tr> <td>Wholesale energy market monthly reports</td> <td>Wholesale energy market reports, market intelligence and ad-hoc compliance updates.</td> <td>Included</td> </tr> <tr> <td>Annual consumption and emissions report</td> <td>Report the office/commercial buildings utilities usage and carbon emissions annually.</td> <td>Included</td> </tr> <tr> <td>Budget Cost Report (Annual)</td> <td>Creating the meter-level cost forecast for each calendar month for all meters in Appendix A and months included in the duration of this agreement</td> <td>Included</td> </tr> <tr> <td>Bill validation</td> <td>Follow up incorrect bills with the supplier and claiming back credits where appropriate.</td> <td>Included</td> </tr> <tr> <td>Periodic maximum demand versus ASC reports</td> <td>Comparing actual electricity usage versus agreed supply capacity (between the client and the distribution network operator)</td> <td>Included</td> </tr> </tbody> </table> | Report              | Description | Included / Excluded | Wholesale energy market monthly reports | Wholesale energy market reports, market intelligence and ad-hoc compliance updates. | Included | Annual consumption and emissions report | Report the office/commercial buildings utilities usage and carbon emissions annually. | Included | Budget Cost Report (Annual) | Creating the meter-level cost forecast for each calendar month for all meters in Appendix A and months included in the duration of this agreement | Included | Bill validation | Follow up incorrect bills with the supplier and claiming back credits where appropriate. | Included | Periodic maximum demand versus ASC reports | Comparing actual electricity usage versus agreed supply capacity (between the client and the distribution network operator) | Included |  |
| Report                                     | Description   | Included / Excluded |             |                     |   |   |          |   |   |          |                             |   |          |                 |  |          |  |   |          |  |
| Wholesale energy market monthly reports    | Wholesale energy market reports, market intelligence and ad-hoc compliance updates.   | Included            |             |                     |   |   |          |   |   |          |                             |   |          |                 |  |          |  |   |          |  |
| Annual consumption and emissions report    | Report the office/commercial buildings utilities usage and carbon emissions annually.   | Included            |             |                     |   |   |          |   |   |          |                             |   |          |                 |  |          |  |   |          |  |
| Budget Cost Report (Annual)                | Creating the meter-level cost forecast for each calendar month for all meters in Appendix A and months included in the duration of this agreement   | Included            |             |                     |   |   |          |   |   |          |                             |   |          |                 |  |          |  |   |          |  |
| Bill validation                            | Follow up incorrect bills with the supplier and claiming back credits where appropriate.  | Included            |             |                     |   |   |          |   |   |          |                             |   |          |                 |  |          |  |   |          |  |
| Periodic maximum demand versus ASC reports | Comparing actual electricity usage versus agreed supply capacity (between the client and the distribution network operator)   | Included            |             |                     |   |   |          |   |   |          |                             |   |          |                 |  |          |  |   |          |  |

## 5. Fee Structures and Services

None of the frameworks charge the councils directly for services, however the suppliers are charged for being part of the framework agreement. The fees fund the frameworks costs, and the charging structures are different for each option

YPO - 0.12p per KW/h of usage

eEnergy – 0.75% of the contract value

CCS – Dependent on usage, fees are paid via monthly energy invoices incorporated in the standing charge. CCS recover these costs direct from the supplier.

- Gas meters using less than 500,000kwh per year: £36 per meter, per year.
- Gas meters using more than 500,000kwh per year: £240 per meter, per year.

## 6. Next Steps

This options paper has outlined some of the main procurement routes available and once Tameside Council have chosen the most appropriate route to market, a fully signed PID will need to be sent to STAR in order for procurement activity to commence.

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| <b>Report to:</b>  | <b>EXECUTIVE CABINET</b>   |
| <b>Date:</b>   | 26 July 2023   |
| <b>Executive Member:</b>   | Councillor Vimal Choksi, Executive Member, Towns & Communities   |
| <b>Reporting Officer:</b>  | Julian Jackson, Director of Place<br>Emma Varnam, Assistant Director of Operations & Neighbourhoods  |
| <b>Subject:</b>  | <b>NEW CUSTOMER SERVICE CENTRE DELIVERY MODEL - UPDATE</b>   |
| <b>Report Summary:</b>   | <p>On 23 June 2021, Executive Cabinet approved public consultation on a proposed new delivery model for the face to face customer services function. This included a move away from a reactive drop-in service, to a new model that introduced appointments by telephone as well as face to face.</p> <p>Following public consultation, Executive Cabinet made a decision on 26 January 2022 to agree the new model with a commencement date of 14 March 2022.</p> <p>This report provides a further update 12 months after the new model has been operational to ensure quality of service, that vulnerable residents are able to access appointments and that it meets demand whilst at the same time being affordable and cost effective.</p> |
| <b>Recommendations:</b>  | <p>It is recommended that:</p> <p>Executive Cabinet note the progress made on the implementation of the new customer service centre delivery model and future developments.</p>  |
| <b>Corporate Plan:</b>   | The Corporate Plan sets out a number of priorities and delivery of these priorities relies heavily on effective customer contact and care.   |
| <b>Policy Implications:</b>  | The report updates on implementation of a new model of customer service provision which will meet demand whilst being affordable and cost effective.   |
| <b>Financial Implications:</b><br><b>(Authorised by the statutory Section 151 Officer &amp; Chief Finance Officer)</b> | <p>There are no direct financial implications arising from this update report.</p> <p>It can be noted that the changes to the new customer service centre delivery model has delivered the anticipated savings and operates within the recurrent revenue budget available.</p>   |
| <b>Legal Implications:</b><br><b>(Authorised by the Borough Solicitor)</b>   | There are no immediate legal implications arising from this report which provides Members with an update on the implementation of the new customer service centre delivery model.  |
| <b>Risk Management:</b>  | The proposed new customer service model has been kept under review and closely monitored through customer and staff feedback to ensure that vulnerable residents are able to access appointments. The service has a robust process in place to ensure that any new claims for benefit commence within the week they are  |

referred so that residents do not miss any potential entitlement to benefit.

**Background  
Information:**

The background papers relating to this report can be inspected by contacting Janine Yates, Team Manager, Welfare Rights Service.



Telephone: 0161 342 3181



e-mail: [janine.yates@tameside.gov.uk](mailto:janine.yates@tameside.gov.uk)

## **1. INTRODUCTION**

- 1.1 Prior to Covid, customer services was offered solely on a face to face drop in basis from level one of Tameside One in Ashton. The service was suspended in March 2020 due to the pandemic, and for two years no face to face service was offered. Instead during that period, support for customers to complete housing benefit/council tax support applications was undertaken solely by telephone appointment.
- 1.2 On the 23 June 2021, a report was taken to Executive Cabinet that set out a case for a new face to face customer service offer. This included not to re-open the reactive drop-in and instead provide the service on an appointment only basis through the existing telephone channels with face to face offered only where it was deemed a telephone appointment was not appropriate.
- 1.3 Between June and September 2021, public consultation was undertaken on the proposed new customer services delivery model.
- 1.4 Executive Cabinet made a decision on 26 January 2022 to agree the new model which Members agreed on the initial principles but amended to allow customers to exercise choice around how they wished to access the service.
- 1.5 The new model was implemented on 14 March 2022 which introduced the delivery of appointments by telephone and face to face for those who preferred to be seen in that manner, alongside a system of triage.
- 1.6 This report provides a further update on the appointment based delivery model, 12 months after being operational.

## **2. IMPLEMENTATION OF THE NEW CUSTOMER SERVICES DELIVERY MODEL**

- 2.1 The new delivery model commenced 14 March 2022.
- 2.2 The principles of the new model are:
  - Promote, encourage and support a digital first model with the expectation that where possible, residents should self-serve utilising the Council website or other technology such as mobile applications (Apps) where available
  - For those able to self-serve digitally, but without access to the internet or a suitable device, access to a PC via any library in the borough
  - A supported service offer over the telephone, web chat and email to assist customers with their enquiries
  - All libraries within the borough will continue to offer Level 2 support to customers on a drop-in basis
  - Offer telephone appointments to customers who choose to be supported in this manner to make a claim for housing benefit or council tax support etc
  - Face to face appointments will be available to customers to ensure that everyone is able to access services and assistance without disadvantage
  - Professionals supporting a vulnerable customer will be able to book an appointment on a person's behalf
- 2.3 Prior to going live, front line officers, key partners and stakeholders were briefed on the new model including the different ways that customers could make an appointment.
- 2.4 Publicity was provided through all of the council's communication channels including social media and via partner organisations/community groups. A workshop was delivered at the Partnership Engagement Network on 28 June 2022.

- 2.5 Appointments are bookable by email, telephone, web chat and at any library during staffed hours. Appointments can also be made via the reception desk on level one of Tameside One, Ashton. Professionals and other council departments are able to refer customers directly and make appointments on their behalf.
- 2.6 Library staff have direct telephone access into the service to enable them to make immediate appointments for customers presenting at the library counter who do not have access to on-line or telephone channels.
- 2.7 In order to operate an appointment based service, a booking system was required. A system used a number of years ago has been an updated and brought back into use and this has been effective in managing appointments.
- 2.8 A member of customer services staff triages referrals, unless booked in at the reception desk. This is usually via a telephone call to the customer on receipt of the referral to discuss the issue they need help with. This ensures adequate time is allocated to the appointment and that the customer knows what they need to bring with them.
- 2.9 Customers are able to choose either a telephone or face to face appointment at a time convenient to them. Appointments are offered on the same day if the service is able to accommodate.
- 2.10 The service has a process in place to ensure that any new claims for benefit commence within the week they are referred so that residents do not miss any potential entitlement to benefit.
- 2.11 In this report, Level 1 and Level 2 enquiries are referred to. Level 1 enquiries are regarding in-depth Housing Benefit and Council Tax Support queries; these are dealt solely by the dedicated customer services staff. Level 2 enquiries are to book, pay, request a service, hand in documents and verification of housing benefit and council tax documents. All libraries in the borough can deal with Level 2 enquiries on a drop-in basis during staffed hours.

### **3. DEMAND FOR THE SERVICE**

- 3.1 **Appendix 1** outlines the full data analysis for the first 12 months that the new model has been operational. Key headline data for the period is summarised below:
- 3,338 customer appointments have been undertaken. Of these, 2,174 were carried out face to face and 1,164 conducted by telephone
  - 9,243 issues have been recorded, broken down into 3,569 Level 1 enquiries and 5,674 Level 2 enquiries. It is common for customers to present with more than one issue in an appointment and therefore the total issues recorded exceeds the number of appointments that have taken place
  - Libraries have dealt with more Level 2 enquiries since the new customer service model was introduced; 10,502 enquiries in 2022/23 compared with 6,709 in 2019/20
  - The majority of appointments have been made by customers presenting at the Tameside One reception desk as well as via the Councils Exchequer Service
  - Housing Benefit and Council Tax matters relate to the majority of appointments that are booked

## **4. CUSTOMER FEEDBACK**

- 4.1 Feedback from customers has been sought to gain understanding about using the new appointment based service and to identify any improvements which could be made.
- 4.2 Information was obtained via a survey which was available in libraries in paper format and also electronically. The results were collated and can be seen in full at **Appendices and 2 3** of this report along with a summary analysis of the findings.
- 4.3 833 responses were received to the survey and the key headlines are:
- Initially, only 50% of people said they knew how to access the service. As a result of undertaking additional communications including social media and newsletters, by March 2023 this had increased to 98%.
  - Overall, 51.8% found it easy or very easy to access the service with only 1.8% finding it difficult or very difficult. The remainder reported it being neither easy nor difficult.
  - The majority of people reported they had accessed the service for housing benefit and council tax purposes.
  - 99.8% of respondents reported being satisfied with the waiting time for an appointment.
  - Overall 92.5% of respondents stated they were satisfied or very satisfied with a further 6.9% saying they were neither satisfied nor dissatisfied.

## **5. REFINEMENTS TO THE DELIVERY MODEL**

- 5.1 Security hours were initially scheduled around the times the service had allocated for face to face appointments. As the model developed, it became apparent that customers required more flexibility around when face to face appointments were available. Therefore, more security hours were put in place in order to facilitate this.
- 5.2 At the start of the new model, staff resource was focused around delivery of appointments and the triage of referrals. It was initially envisaged that Security would respond to anyone dropping into customer services in Tameside One by either directing people to the library for Level 2 help or providing direct contact details for customer services if an appointment was required. Opinion changed as the cost of living crisis started to impact and more customers were presenting with more complex enquiries that required an appointment. This led to the re-instatement of the meet and greet offer to facilitate the booking of appointments including same day appointments where available. Further feedback from the Tameside Poverty Truth Commission who visited Tameside One resulted in this offer being improved further with the development of a staffed reception point on level one.
- 5.3 As demand for appointments increased, the ability for the customer services officers to also answer calls into the service became an issue. Therefore calls to 342 2284 have been routed through the contact centre, with customer service officers answering these calls when capacity allows. This has meant that customer service staff are able to prioritise customer appointments and it has also developed a more efficient and blended offer with contact centre. Telephone handlers in the contact centre are trained to recognise callers who require an appointment and are able to make appropriate referrals into the service.

## **6. FUTURE DEVELOPMENTS**

- 6.1 The reception offer will continue to support customers, official visitors and partners that operate from Tameside One. Future relocation of the contact centre to Tameside One may create opportunities for contact centre staff to provide reception desk cover on level one.
- 6.2 The customer service offer will continue to support and be responsive to the council's response to poverty including the Helping Hand campaign.
- 6.3 Communications through social media and other channels will continue to ensure residents know how to access the service.
- 6.4 In light of the low number of referrals received from partners since the new model launched, further communications will be undertaken with all key partners around how to access an appointment for the people they are working with. This will be supported by the continuation of regular meetings with partners who are operating from level one in Tameside One.
- 6.5 The model will continue to be kept under review, to ensure it meets the needs of customers and that staffing levels are adequate to meet demand. This will include on-going collection of feedback through customer survey which will be monitored on a monthly basis.

## **7. FINANCIAL IMPLICATIONS**

- 7.1 Implementation of the new service delivery model has achieved the required budget saving of £0.051m part year in 2021/22 and £0.097m annually from 2022/23. This has been delivered through reducing staffing levels by not replacing officers that had left the service and their posts being deleted.
- 7.2 The implementation of a staffed reception desk has led to a budget pressure. Various options are currently being explored including utilising contact centre staff to provide the reception cover in order to deliver the service.

## **8. CONCLUSION**

- 8.1 Since the launch of the new model in March 2022, demand has increased from 821 appointments in 2021/22 to 3338 appointments in 2022/23.
- 8.2 Libraries are dealing with more footfall from customers dropping in for Level 2 support, which has enabled customer services to operate on less staff whilst providing a high quality service targeted at Level 1 support that meets demand.
- 8.3 The option to book appointments via all libraries during staffed hours has ensured that residents not digitally connected or who are vulnerable, have been able to access the service with 249 people accessing in this manner. Consistent communications will continue to go out so that people get to know about the different ways to access the service and how to make an appointment.
- 8.4 More customers are visiting Tameside One in person to make an appointment although this could be related to the economy opening up and more people visiting Ashton following the easing of Covid restrictions. The reception offer provides a professional welcome and support to make appointments, particularly to vulnerable residents, as well as directing people to the library depending on the type of enquiry.
- 8.5 Customer feedback revealed waiting times for appointments and quality of service was positive. There were some early issues around customers knowing how to contact the service, however this has significantly improved as a result of consistent communications going out.



8.6 Overall, the new service model appears to be working well with referrals monitored each day along with staffing levels to ensure customers are seen promptly and by the channel of access that best suits their needs.

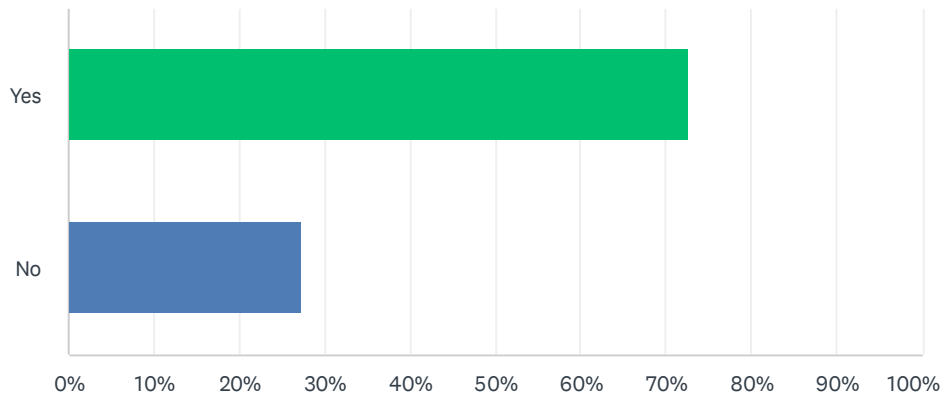
## **9. RECOMMENDATIONS**

9.1 As set out at the front of the report.

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# Q1 Did you know how to get in touch with Customer Services?

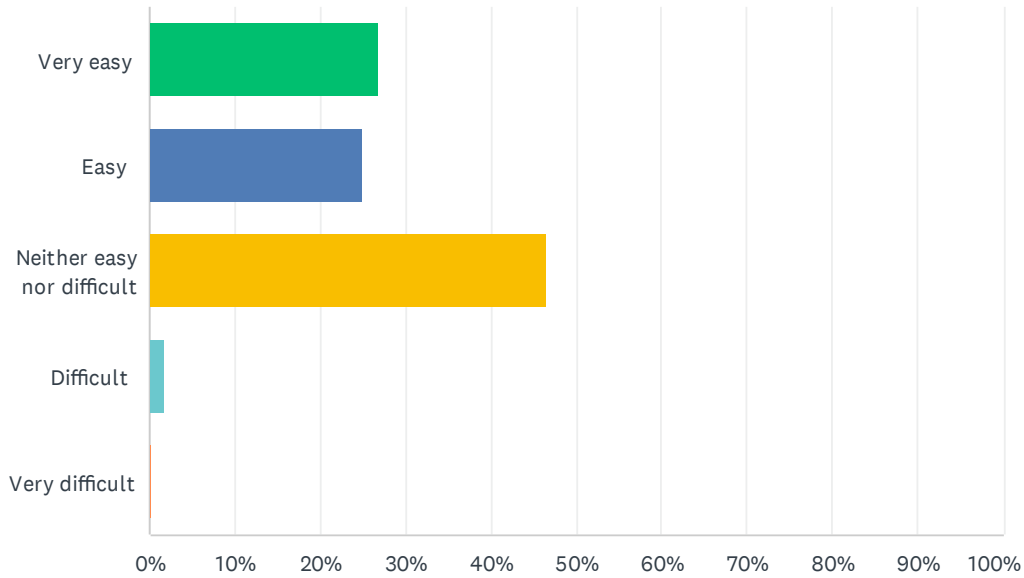
Answered: 812 Skipped: 21



| ANSWER CHOICES | RESPONSES |     |
|----------------|-----------|-----|
| Yes            | 72.66%    | 590 |
| No             | 27.34%    | 222 |
| TOTAL          |           | 812 |

## Q2 How easy did you find it accessing Customer Services?

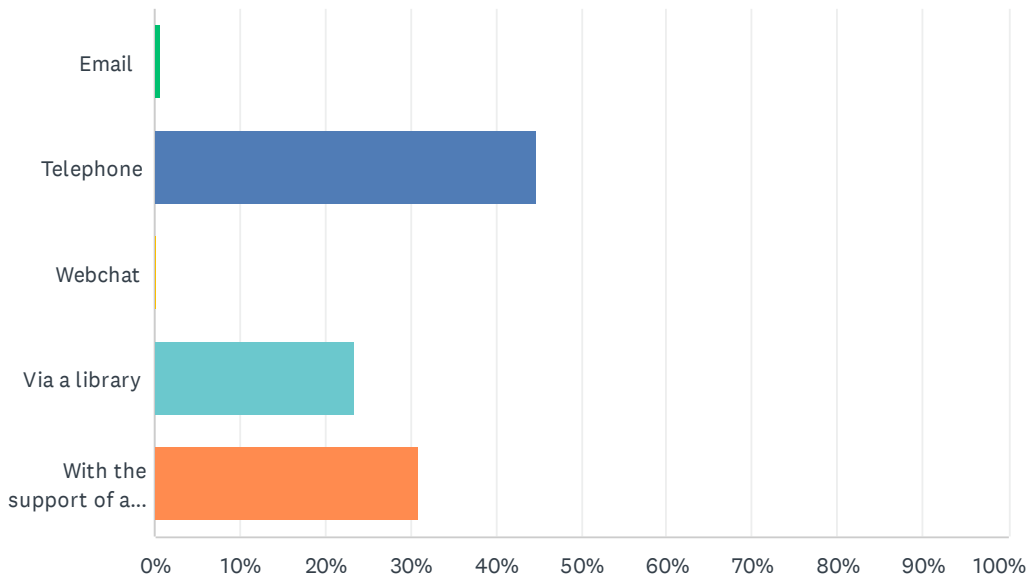
Answered: 832 Skipped: 1



| ANSWER CHOICES             | RESPONSES |            |
|----------------------------|-----------|------------|
| Very easy                  | 26.92%    | 224        |
| Easy                       | 24.88%    | 207        |
| Neither easy nor difficult | 46.39%    | 386        |
| Difficult                  | 1.68%     | 14         |
| Very difficult             | 0.12%     | 1          |
| <b>TOTAL</b>               |           | <b>832</b> |

### Q3 How did you access Customer Services? (Please tick one box only)

Answered: 830 Skipped: 3

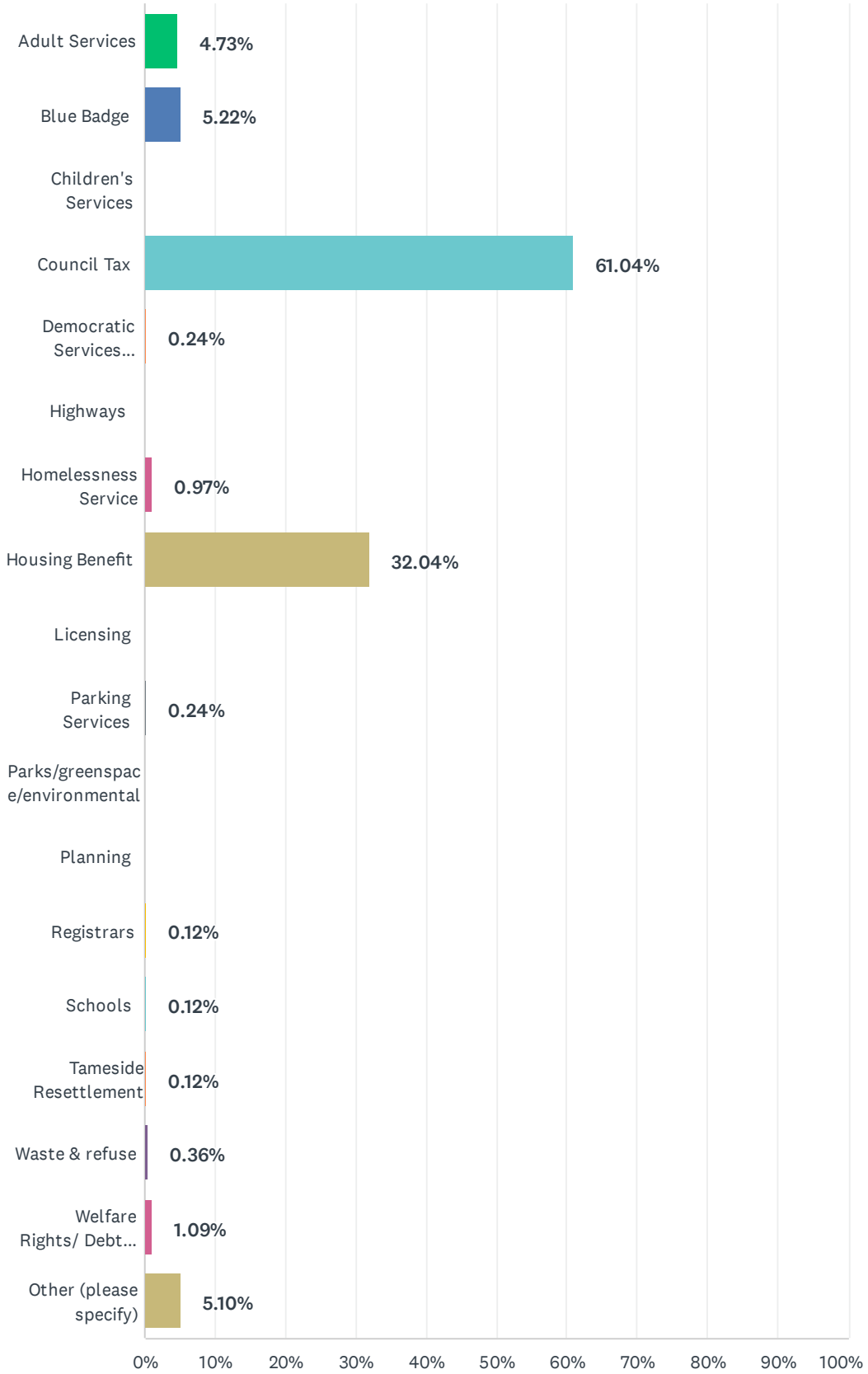


| ANSWER CHOICES                                    | RESPONSES |            |
|---|-----------|------------|
| Email   | 0.72%     | 6          |
| Telephone   | 44.82%    | 372        |
| Webchat   | 0.12%     | 1          |
| Via a library                                     | 23.37%    | 194        |
| With the support of a professional e.g. keyworker | 30.96%    | 257        |
| <b>TOTAL</b>                                      |           | <b>830</b> |

## Q4 What was the nature of your query? (Please tick all that apply)

Answered: 824 Skipped: 9

# Customer Services - Feedback Survey



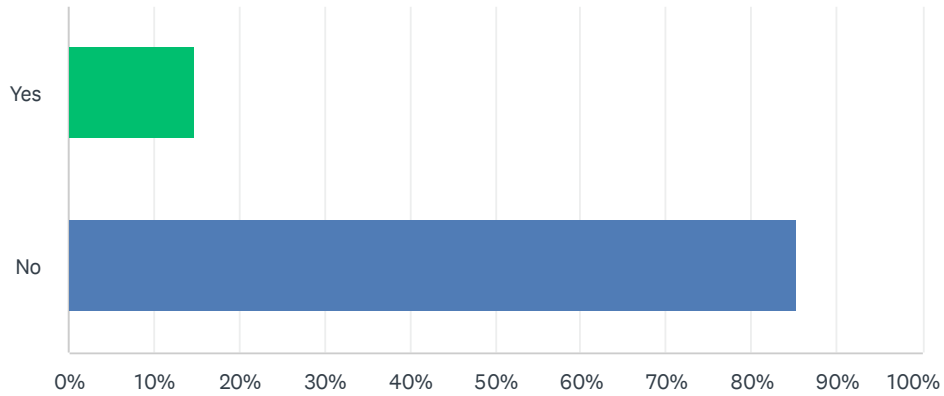
## Customer Services - Feedback Survey

| ANSWER CHOICES                  | RESPONSES |     |
|---------------------------------|-----------|-----|
| Adult Services                  | 4.73%     | 39  |
| Blue Badge                      | 5.22%     | 43  |
| Children's Services             | 0.00%     | 0   |
| Council Tax                     | 61.04%    | 503 |
| Democratic Services (Elections) | 0.24%     | 2   |
| Highways                        | 0.00%     | 0   |
| Homelessness Service            | 0.97%     | 8   |
| Housing Benefit                 | 32.04%    | 264 |
| Licensing                       | 0.00%     | 0   |
| Parking Services                | 0.24%     | 2   |
| Parks/greenspace/environmental  | 0.00%     | 0   |
| Planning                        | 0.00%     | 0   |
| Registrars                      | 0.12%     | 1   |
| Schools                         | 0.12%     | 1   |
| Tameside Resettlement           | 0.12%     | 1   |
| Waste & refuse                  | 0.36%     | 3   |
| Welfare Rights/ Debt Advice     | 1.09%     | 9   |
| Other (please specify)          | 5.10%     | 42  |
| Total Respondents: 824          |           |     |



### Q5 Was your enquiry resolved immediately at your first point of contact with the Council?

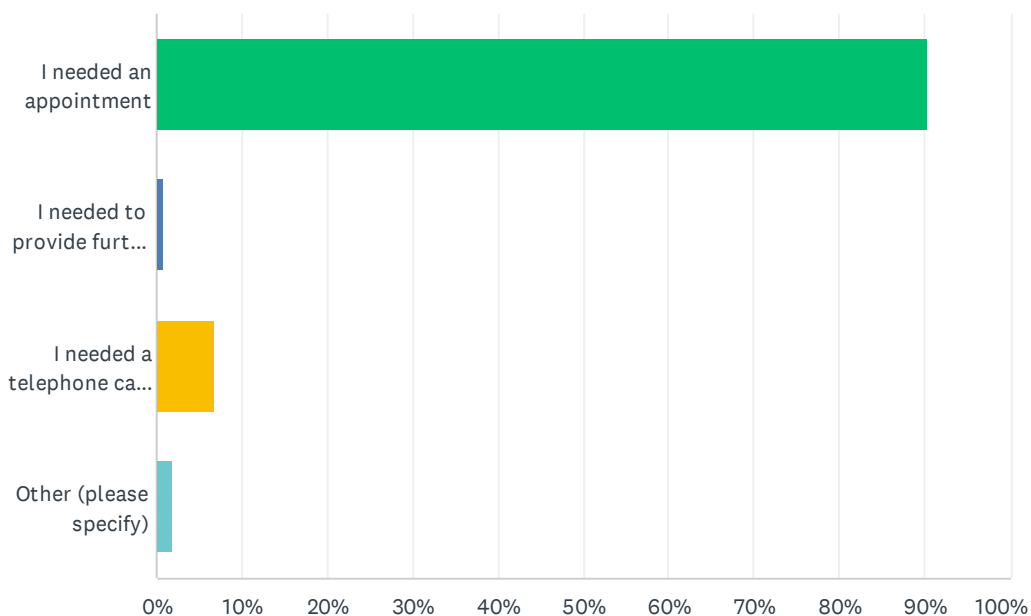
Answered: 828 Skipped: 5



| ANSWER CHOICES | RESPONSES |     |
|----------------|-----------|-----|
| Yes            | 14.61%    | 121 |
| No             | 85.39%    | 707 |
| TOTAL          |           | 828 |

## Q6 If your enquiry was not resolved immediately, why was this?

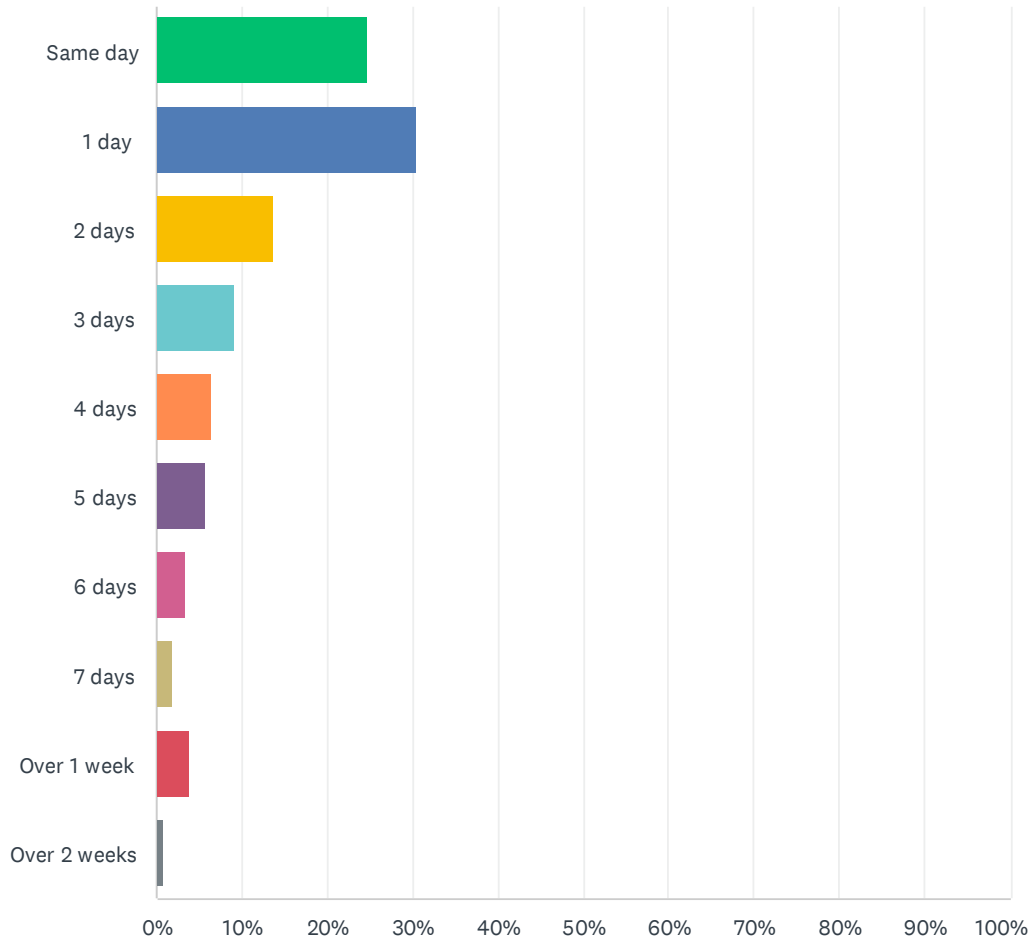
Answered: 710 Skipped: 123



| ANSWER CHOICES                          | RESPONSES |            |
|---|-----------|------------|
| I needed an appointment                 | 90.42%    | 642        |
| I needed to provide further information | 0.85%     | 6          |
| I needed a telephone call back          | 6.90%     | 49         |
| Other (please specify)                  | 1.83%     | 13         |
| <b>TOTAL</b>                            |           | <b>710</b> |

### Q7 If you had an appointment with Customer Services, how long did you wait between getting in touch and having your appointment?

Answered: 825 Skipped: 8

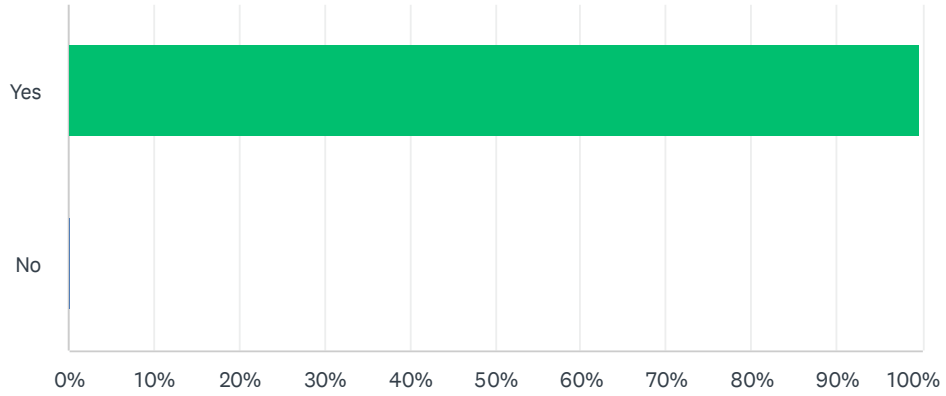


## Customer Services - Feedback Survey

| ANSWER CHOICES | RESPONSES |            |
|----------------|-----------|------------|
| Same day       | 24.73%    | 204        |
| 1 day          | 30.55%    | 252        |
| 2 days         | 13.58%    | 112        |
| 3 days         | 9.09%     | 75         |
| 4 days         | 6.42%     | 53         |
| 5 days         | 5.82%     | 48         |
| 6 days         | 3.39%     | 28         |
| 7 days         | 1.82%     | 15         |
| Over 1 week    | 3.76%     | 31         |
| Over 2 weeks   | 0.85%     | 7          |
| <b>TOTAL</b>   |           | <b>825</b> |

## Q8 Were you satisfied with the amount of time you waited for an appointment?

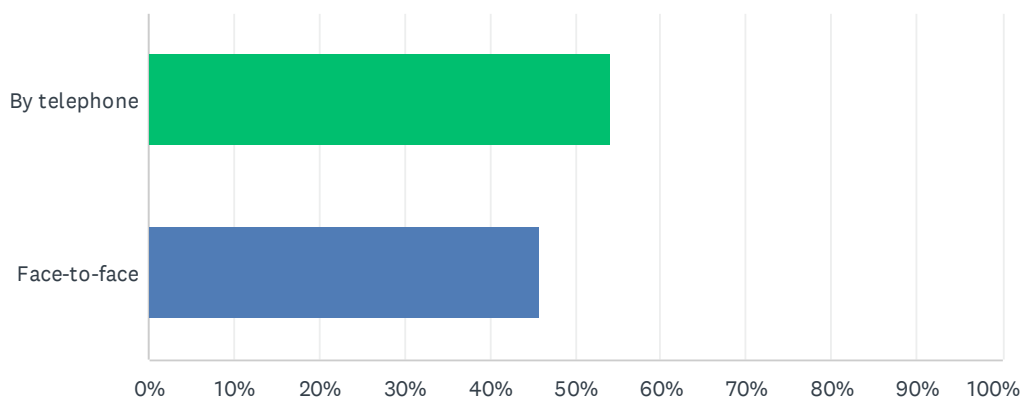
Answered: 820 Skipped: 13



| ANSWER CHOICES | RESPONSES |     |
|----------------|-----------|-----|
| Yes            | 99.76%    | 818 |
| No             | 0.24%     | 2   |
| TOTAL          |           | 820 |

## Q9 Was your appointment:

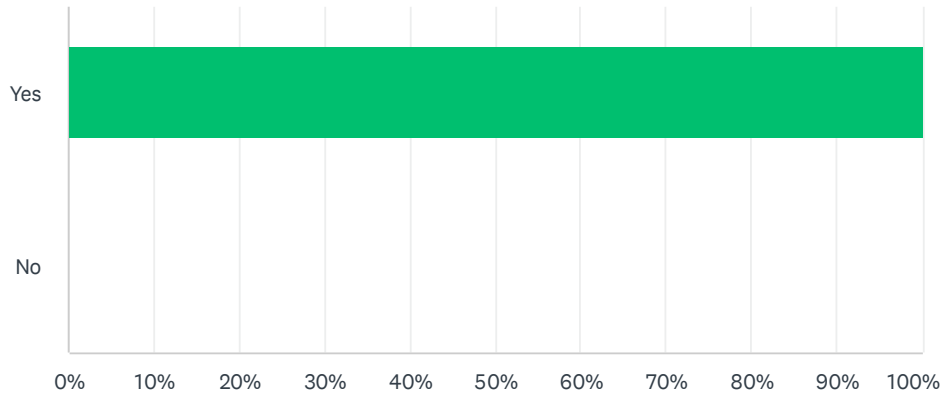
Answered: 823 Skipped: 10



| ANSWER CHOICES | RESPONSES |     |
|----------------|-----------|-----|
| By telephone   | 54.07%    | 445 |
| Face-to-face   | 45.93%    | 378 |
| TOTAL          |           | 823 |

### Q10 If face-to-face, were you given sufficient information as to where your appointment would take place?

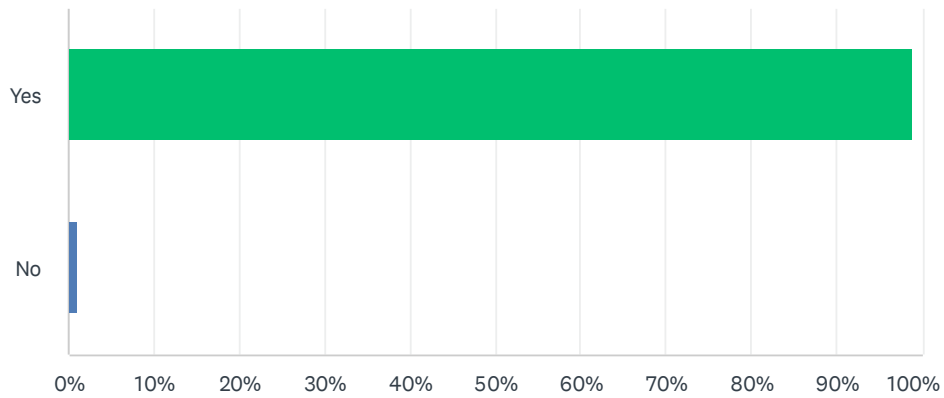
Answered: 379 Skipped: 454



| ANSWER CHOICES | RESPONSES |            |
|----------------|-----------|------------|
| Yes            | 100.00%   | 379        |
| No             | 0.00%     | 0          |
| <b>TOTAL</b>   |           | <b>379</b> |

### Q11 Did your appointment take place on time?

Answered: 825 Skipped: 8

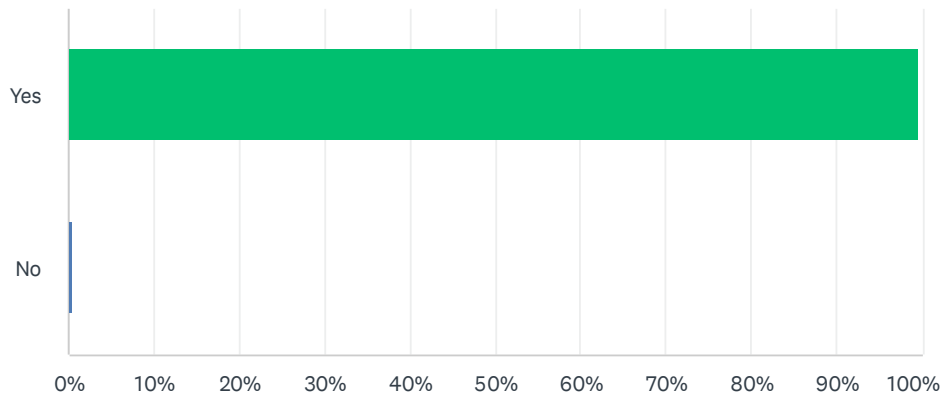


| ANSWER CHOICES | RESPONSES |     |
|----------------|-----------|-----|
| Yes            | 99.03%    | 817 |
| No             | 0.97%     | 8   |
| TOTAL          |           | 825 |



## Q12 Were you happy with how the officer dealt with your enquiry ?

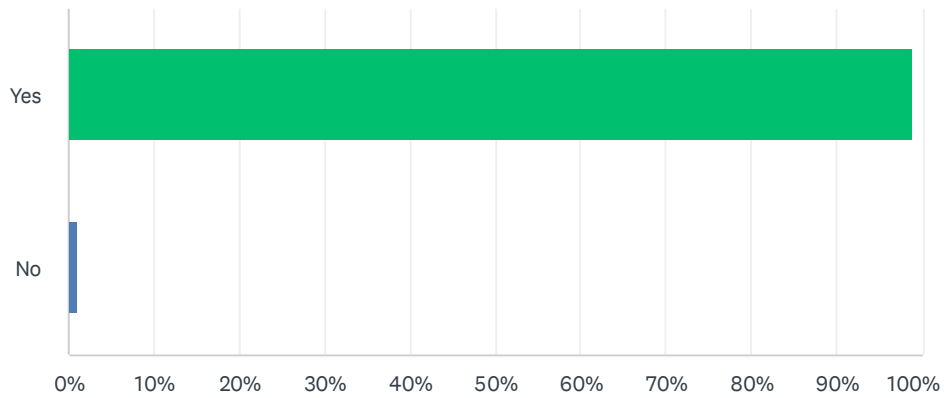
Answered: 827 Skipped: 6



| ANSWER CHOICES | RESPONSES |     |
|----------------|-----------|-----|
| Yes            | 99.52%    | 823 |
| No             | 0.48%     | 4   |
| TOTAL          |           | 827 |

### Q13 Were you happy with the advice you were given?

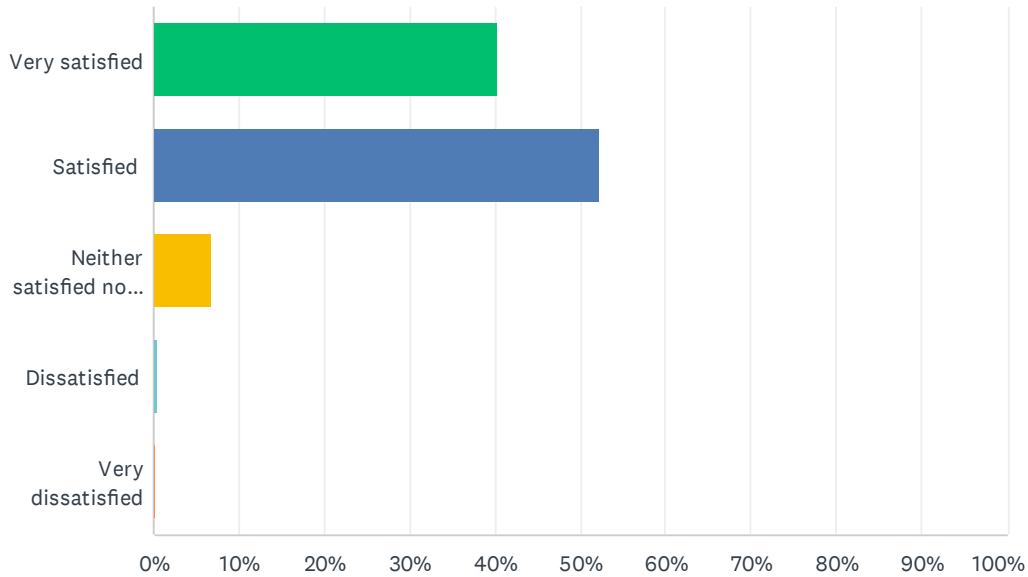
Answered: 818 Skipped: 15



| ANSWER CHOICES | RESPONSES |            |
|----------------|-----------|------------|
| Yes            | 99.02%    | 810        |
| No             | 0.98%     | 8          |
| <b>TOTAL</b>   |           | <b>818</b> |

## Q14 Overall, how satisfied were you with how your enquiry was dealt with by Customer Services?

Answered: 827 Skipped: 6



| ANSWER CHOICES                     | RESPONSES |            |
|------------------------------------|-----------|------------|
| Very satisfied                     | 40.27%    | 333        |
| Satisfied                          | 52.24%    | 432        |
| Neither satisfied nor dissatisfied | 6.89%     | 57         |
| Dissatisfied                       | 0.48%     | 4          |
| Very dissatisfied                  | 0.12%     | 1          |
| <b>TOTAL</b>                       |           | <b>827</b> |

**Q15 If you were not satisfied in any way, please state reasons in the box below.**

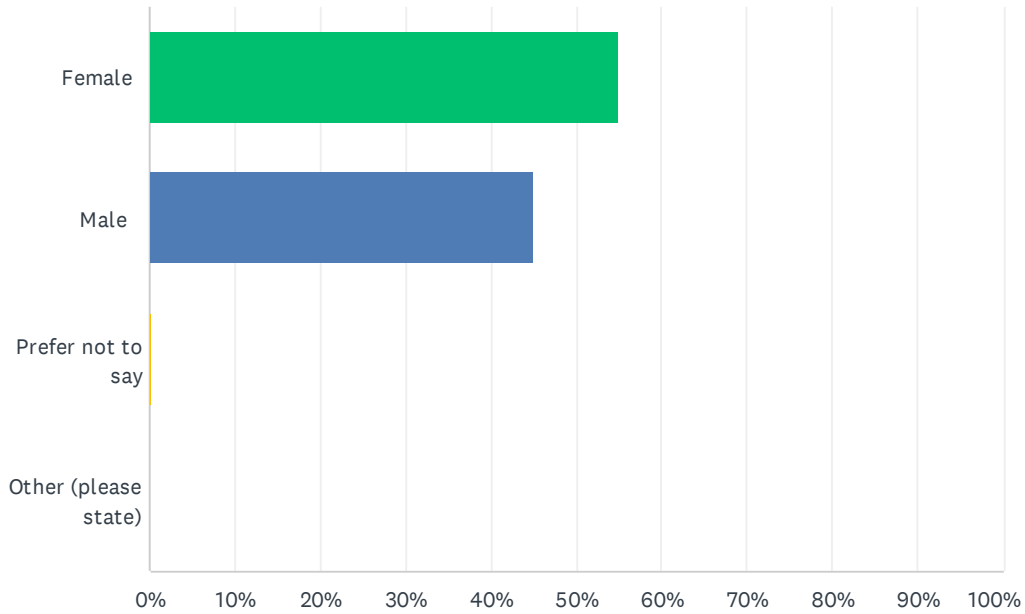
Answered: 6 Skipped: 827

**Q16 Do you have any further comments you wish to make with regards to your experience using Customer Services? Please write in the box below.**

Answered: 73 Skipped: 760

### Q17 Are you: (please tick one box only)

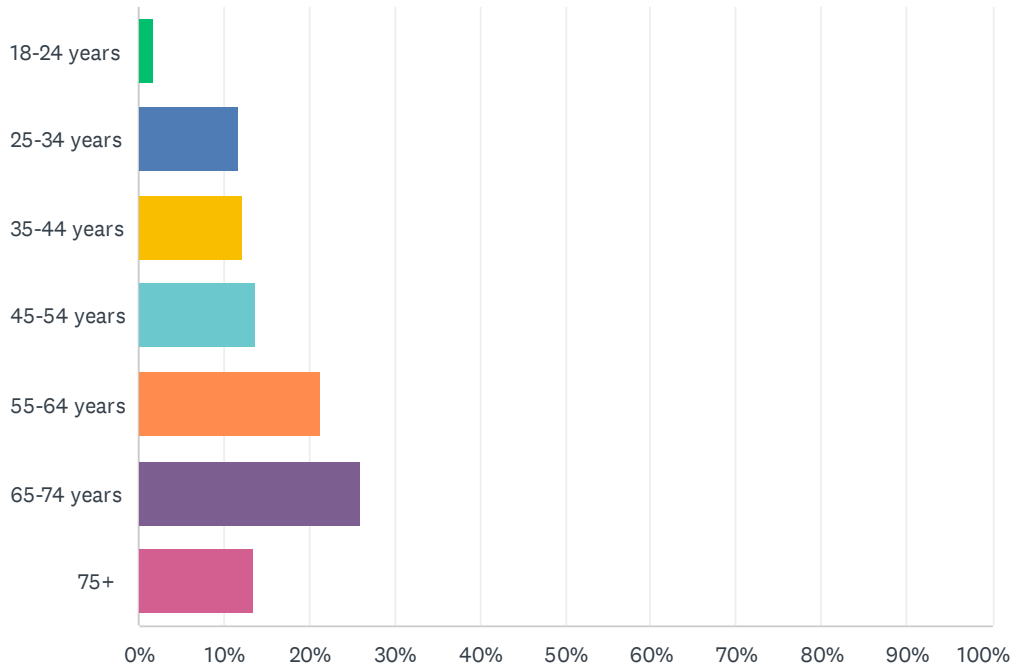
Answered: 824 Skipped: 9



| ANSWER CHOICES       | RESPONSES |            |
|----------------------|-----------|------------|
| Female               | 54.98%    | 453        |
| Male                 | 44.90%    | 370        |
| Prefer not to say    | 0.12%     | 1          |
| Other (please state) | 0.00%     | 0          |
| <b>TOTAL</b>         |           | <b>824</b> |

## Q18 What is your age? (Please state)

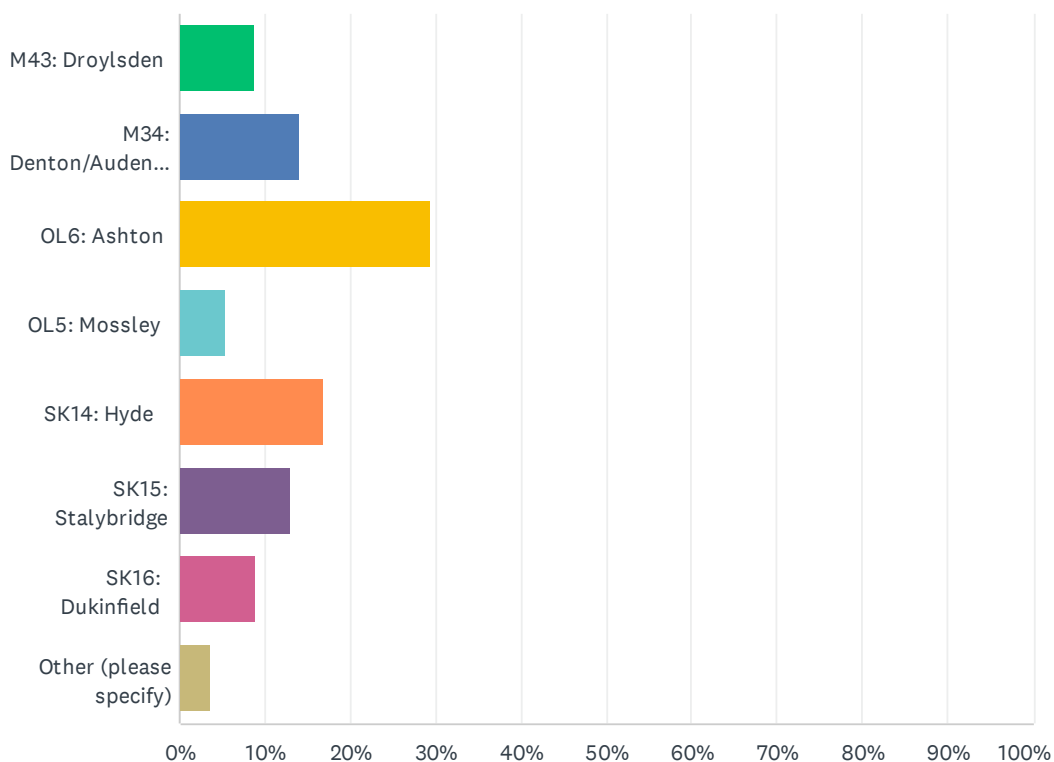
Answered: 762 Skipped: 71



| ANSWER CHOICES | RESPONSES |            |
|----------------|-----------|------------|
| 18-24 years    | 1.71%     | 13         |
| 25-34 years    | 11.81%    | 90         |
| 35-44 years    | 12.07%    | 92         |
| 45-54 years    | 13.65%    | 104        |
| 55-64 years    | 21.26%    | 162        |
| 65-74 years    | 26.12%    | 199        |
| 75+            | 13.39%    | 102        |
| <b>TOTAL</b>   |           | <b>762</b> |

### Q19 Please select the first part of your postcode from the options below.

Answered: 821 Skipped: 12

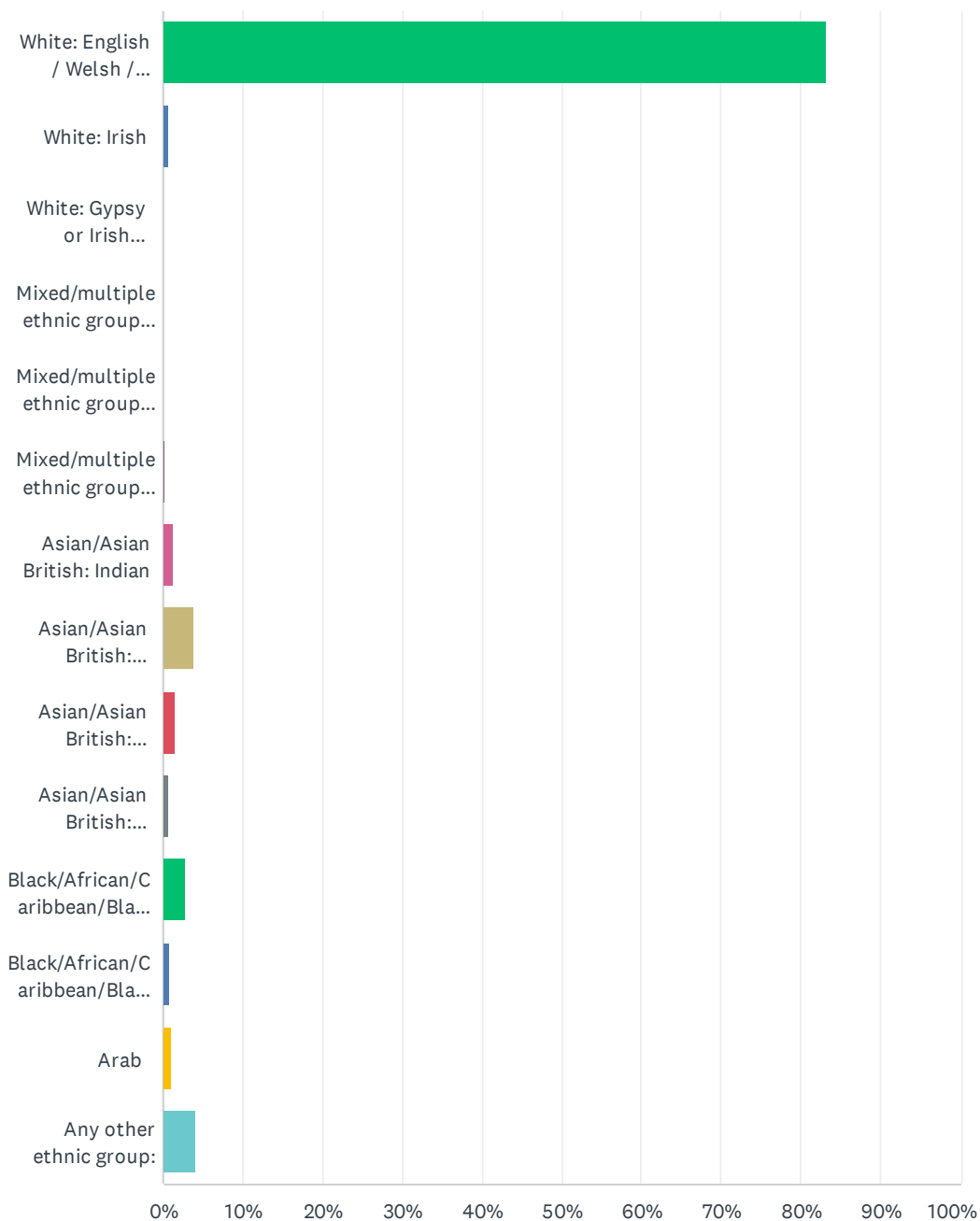


| ANSWER CHOICES         | RESPONSES |            |
|------------------------|-----------|------------|
| M43: Droylsden         | 8.77%     | 72         |
| M34: Denton/Audenshaw  | 14.13%    | 116        |
| OL6: Ashton            | 29.48%    | 242        |
| OL5: Mossley           | 5.24%     | 43         |
| SK14: Hyde             | 16.93%    | 139        |
| SK15: Stalybridge      | 13.03%    | 107        |
| SK16: Dukinfield       | 8.89%     | 73         |
| Other (please specify) | 3.53%     | 29         |
| <b>TOTAL</b>           |           | <b>821</b> |



## Q20 What is your ethnic group? (Please select from the list below)

Answered: 667 Skipped: 166

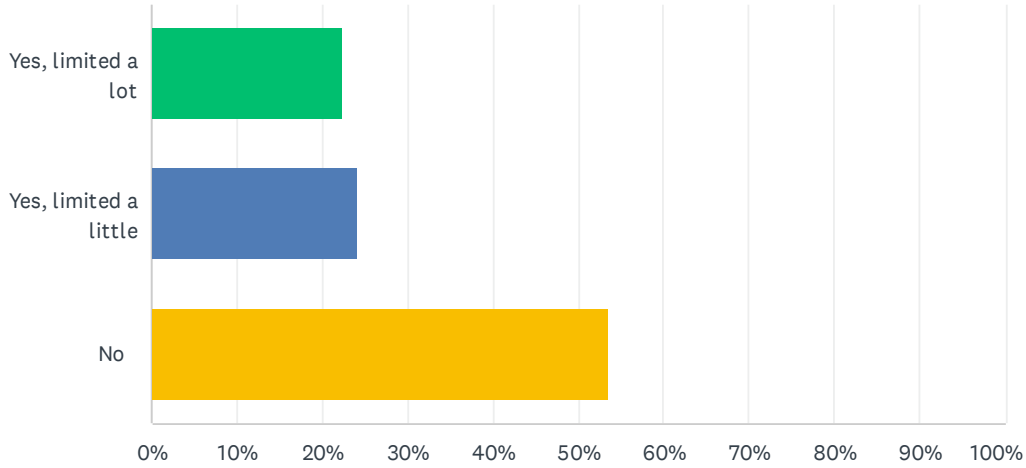


## Customer Services - Feedback Survey

| ANSWER CHOICES   | RESPONSES |            |
|--|-----------|------------|
| White: English / Welsh / Scottish / Northern Irish / British | 83.06%    | 554        |
| White: Irish   | 0.60%     | 4          |
| White: Gypsy or Irish Traveller                              | 0.00%     | 0          |
| Mixed/multiple ethnic groups: White & Black Caribbean        | 0.00%     | 0          |
| Mixed/multiple ethnic groups: White & Black African          | 0.00%     | 0          |
| Mixed/multiple ethnic groups: White & Asian                  | 0.30%     | 2          |
| Asian/Asian British: Indian                                  | 1.35%     | 9          |
| Asian/Asian British: Pakistani                               | 3.90%     | 26         |
| Asian/Asian British: Bangladeshi                             | 1.50%     | 10         |
| Asian/Asian British: Chinese                                 | 0.60%     | 4          |
| Black/African/Caribbean/Black British: African               | 2.85%     | 19         |
| Black/African/Caribbean/Black British: Caribbean             | 0.75%     | 5          |
| Arab   | 1.05%     | 7          |
| Any other ethnic group:                                      | 4.05%     | 27         |
| <b>TOTAL</b>   |           | <b>667</b> |

**Q21 Are your day-to day activities limited because of a health problem or disability which has lasted, or is expected to last, at least 12 months? Include problems related to old age. (Please tick one box only)**

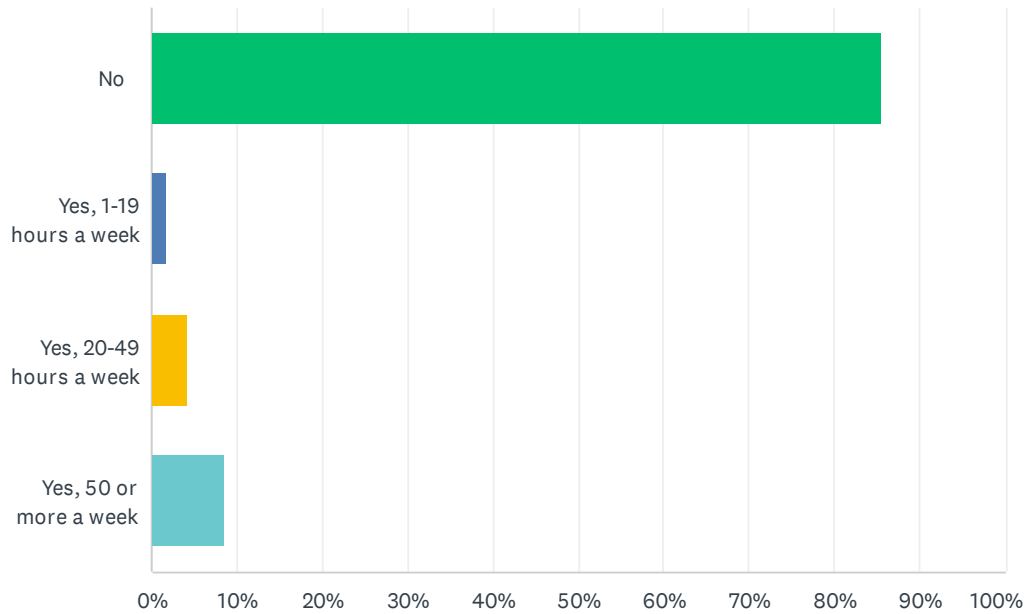
Answered: 744 Skipped: 89



| ANSWER CHOICES        | RESPONSES |            |
|-----------------------|-----------|------------|
| Yes, limited a lot    | 22.31%    | 166        |
| Yes, limited a little | 24.19%    | 180        |
| No                    | 53.49%    | 398        |
| <b>TOTAL</b>          |           | <b>744</b> |

Q22 Do you look after, or give any help or support to family members, friends, neighbours or others because of either long term physical or mental ill-health /disability or problems related to old age? (Please tick one box only)

Answered: 736 Skipped: 97



| ANSWER CHOICES          | RESPONSES |            |
|-------------------------|-----------|------------|
| No                      | 85.60%    | 630        |
| Yes, 1-19 hours a week  | 1.63%     | 12         |
| Yes, 20-49 hours a week | 4.35%     | 32         |
| Yes, 50 or more a week  | 8.42%     | 62         |
| <b>TOTAL</b>            |           | <b>736</b> |

## APPENDIX 2

### New Customer Service Centre Delivery Model Update – Consultation analysis and full survey results

1. Feedback from customers has been sought to both gain an understanding around how customers are finding accessing the new model and to identify any improvements that could be made.
2. Information was obtained by survey which was available in libraries in paper format and also electronically through survey monkey. The survey was promoted through briefings to partners and customer services staff encouraged customers to complete the survey following appointments.
3. 833 responses were received to the survey. The results were collated and can be seen in full below.
4. Question 1 of the survey asked whether people knew how to get in touch with the service. By August 2022 only 50% of people said they knew how to and this did not appear to be improving. Therefore, additional communications were undertaken via social media and through publications such as Citizen and the Age Friendly newsletter to inform people how to get in touch with the service. Soundbites were also put on social media to let people know what libraries could assist with. By December 2022 the number of respondents saying they knew how to get in touch had significantly improved at 85% and by March 2023 this was at 98%.
5. Question 2 asked how easy was it to access the service. Overall, 51.8% found it easy or very easy with only 1.8% finding it difficult or very difficult. The remainder reported it being neither easy nor difficult.
6. Question 4 asked for the nature of the query. The majority of people reported they had accessed the service for housing benefit and council tax purposes.
7. Questions 5 and 6 focused on whether the enquiry was resolved at the first point of contact. 85.4% of respondents said it was not resolved on the first contact. The main reason provided was that an appointment was needed (90.4% of respondents).
8. Question 7 asked about waiting times for appointments, which varied between the same day to over 2 weeks. As customers are able to choose an appointment time that suits them, a further question was asked at Question 8 around satisfaction levels of waiting times. 99.8% of respondents reported being satisfied with the waiting time for an appointment.
9. All respondents at Question 10 reported being given sufficient information as to where a face to face appointment would take place and 99% overall said that their appointment had taken place on time.
10. Questions 12, 13 and 14 asked for feedback around quality of the service. 99.5% reported being satisfied with how the officer dealt with the enquiry and 99% were happy with the advice given. Overall, 92.5% of respondents stated they were satisfied or very satisfied with a further 6.9% saying they were neither satisfied nor dissatisfied.
11. A free format text box was available at Question 16 for comments about the experience of using the service. 73 comments were received and these have been classified by theme below based on their content:

- Positive feedback about the service and officer – 71
  - Negative experience making an appointment – 1
  - Negative comment about the reception desk – 1
12. The vast majority of respondents to the survey identified as female at 55% and 44.9% male. The remaining 0.1% stated they preferred not to say.
  13. Individuals in the older age bracket were over-represented in the sample with 39.5% of respondents indicating they were over 65 years of age.
  14. With regards to ethnicity, 83.1% classed themselves as White British, 3.9% as (British) Pakistani, 2.9% as Black African and 1.5% as (British) Bangladeshi.
  15. Respondents who indicated whether their day-to-day activities were limited by a health problem or disability were over-represented in the sample with 46.5% stating they were limited a little/a lot.

## APPENDIX 3

### New Customer Service Centre Delivery Model Update – Data analysis

1. Prior to and since Covid, the number of customers accessing the service has reduced significantly over time. Recently, this has been in part due to the service being suspended for two years due to the pandemic and no face to face service offered during that time. Instead, people had to access the service mainly by telephone and through on-line methods. During that period, customer service officers supported contact centre in handling customer enquiries by telephone, web chat and on-line as well as Blue Badge administration. Officers also assisted customers to complete housing benefit/council tax support applications by telephone.
2. The total number of issues dealt with by customer services, broken down into Level 1 and Level 2 contact can be found in **Table 1** below. Customers often present with more than one issue and therefore the total number of issues reported is higher than the number of unique visitors to the service.

**Table 1**

| Year    | Level 1 | Level 2 | Number of issues                                   |
|---------|---------|---------|--|
| 2019/20 | 11,037  | 21,322  | 32,359   |
| 2020/21 | 513     | 33,221  | 33,734 (officers mainly supporting contact centre) |
| 2021/22 | 821     | 22,684  | 23,505 (officers mainly supporting contact centre) |
| 2022/23 | 3,569   | 5,674   | 9,243  |

3. The figures show that there has been a significant drop in the total number of issues dealt with when comparing the year prior to Covid with the year post Covid. This could be in part due to customers having to serve by other channels including telephone, web chat, on-line etc. whilst the service was closed for two years and this then becoming the preferred method of accessing services in the future.
4. At the start of the new delivery model, the demand for appointments was low; however, this has changed over the last few months with more referrals now being made into the service. This may be due to the increased communications that have taken place, as well as the rise in customer footfall in Tameside One as more services are offered as part of the level one relaunch. Libraries have also dealt with significantly more Level 2 enquiries as referred to in Section 3.5, which previously would have been dealt with by customer services. The reception offer has also led to more effective triage of enquiries, better signposting and the booking of appropriate referrals.
5. The success of the new model was dependant on Level 2 enquiries being dealt with in libraries wherever possible. Analysis of Level 2 enquires dealt with in libraries is shown in **Table 2** below. There has been a significant increase in Level 2 contact in libraries since the new model was introduced, in particular Ashton library which is also based in Tameside One on the ground floor.

**Table 2**

| Year    | Ashton library – Level 2 enquiries | All libraries – Level 2 enquiries |
|---------|------------------------------------|-----------------------------------|
| 2019/20 | 343                                | 6,709                             |
| 2020/21 | 1,299                              | 2,006                             |
| 2021/22 | 3,714                              | 6,741                             |
| 2022/23 | 5,224                              | 10,502                            |

6. A high number of referrals come from the Councils Exchequer Service. This department deals with housing benefit and council tax enquiries and refers customers who need help to

make a claim or complete an application form. **Table 3** below provides a breakdown of all referrals received between 1 April 2022 and 31 March 2023.

**Table 3**

| Referred from:               | Number of referrals: |
|------------------------------|----------------------|
| Partner organisations        | 10                   |
| Customer via telephone/email | 184                  |
| Customer Services reception  | 1,374                |
| Exchequer                    | 1,325                |
| Library                      | 249                  |
| Welfare Rights               | 196                  |
| <b>Total</b>                 | <b>3,338</b>         |

7. Since Tameside One relaunched the service offer on level one in September 2022 there has been a notable increase in customers visiting the council offices to make an appointment. The Meet and Greet Officer is responsible for booking of appointments and will offer a same day appointment if one is available. Those customers who do drop in to make an appointment are provided with the telephone and email details so that they can book in advance the next time they need help from the service.
8. The majority of requests for appointments are in respect of Housing Benefit and Council Tax matters. Appointment times vary depending on the appointment type. **Table 4** below details the contact type and denotes whether the contact is categorised as Level 1 or Level 2 contact.

**Table 4**

| April 2022 – March 2023 - appointments     |              |            |              |
|--|--------------|------------|--------------|
| Type of enquiry                            | Level 1      | Level 2    | Total        |
| Housing Benefit                            | 952          | 6          | <b>958</b>   |
| Council Tax                                | 2,046        | 15         | <b>2,061</b> |
| Adult Services – financial assessment form | 138          |            | <b>138</b>   |
| Blue Badges                                |              | 132        | <b>132</b>   |
| Parking                                    |              | 16         | <b>16</b>    |
| Environmental Health                       |              | 6          | <b>6</b>     |
| Education                                  |              | 2          | <b>2</b>     |
| Other enquiries                            |              | 25         | <b>25</b>    |
| <b>Total</b>                               | <b>3,136</b> | <b>202</b> | <b>3,338</b> |

9. At the start of the new delivery model, the majority of customers opted for a telephone appointment. This appears to have changed over the last few months with more customers now requesting an appointment face to face. The breakdown of appointment type is shown in **Table 5** below:

**Table 5**

| Appointment type: | Number       |
|-------------------|--------------|
| Face to face      | 2,174        |
| Telephone         | 1,164        |
| <b>Total</b>      | <b>3,338</b> |



|                             |   |
|-----------------------------|---|
| <b>Report to:</b>           | <b>EXECUTIVE CABINET</b>  |
| <b>Date:</b>                | 26 July 2023  |
| <b>Executive Member:</b>    | John Taylor – Executive Member Adult Social Care, Homelessness & Inclusivity  |
| <b>Reporting Officer:</b>   | Stephanie Butterworth – Director of Adult Services  |
| <b>Subject:</b>             | <b>AWARD OF FRAMEWORK FOR THE PROVISION OF WORKS FOR DISABLED AND VULNERABLE PEOPLE</b>   |
| <b>Report Summary:</b>      | <p>On 24 August 2022 Executive Cabinet gave permission to procure a new framework for the delivery of adaptations for disabled people in Tameside.</p> <p>The procurement process is complete and approval is sought for the establishment of a Framework of Approved Contractors for Adaptations for Disabled People. The framework will operate for 4 years from 1 September 2023 to 31 August 2027. The approximate expenditure is likely to be in the region of £1.500m per year given that some of the Lots will not be awarded in this Framework</p>  |
| <b>Recommendations:</b>     | <p>That approval is given under the Council's Procurement Standing Orders and the Financial Regulations to establish and use a framework of approved contractors to carry out adaptations and other works in residential properties for disabled and vulnerable people, namely:</p> <ul style="list-style-type: none"><li>• ABM (Lancashire) Ltd</li><li>• Accessibility Bathrooms</li><li>• Jackson &amp; Taylor</li><li>• KPDodd Construction</li><li>• M&amp;R Heating Services</li><li>• Rivergate Developments</li><li>• Structec (NW) Ltd</li></ul>   |
| <b>Corporate Plan:</b>      | <p>The framework will deliver improvements to the lives of Tameside residents and meets a number of specific themes within the Corporate Plan in part or wholly, namely:</p> <ul style="list-style-type: none"><li>• 1 Very Best Start – Promote good parent-infant mental health;</li><li>• 3 Resilient Families and Supportive Networks – Improve the quality of social care practice, improve the placement ability of our looked after children;</li><li>• 4 Work Skills &amp; Enterprise – increase the number of apprenticeships</li><li>• 7 Longer and Healthier Lives with Good Mental Health – ; increase physical and mental health life expectancy, improve the well-being of our population;</li><li>• 8 Independence and Activity in Older Age – Increase the number of people helped to live at home, reduce hospital admissions due to falls, increase levels of self-care/ social prescribing, and prevent support outside the care system.</li></ul> |
| <b>Policy Implications:</b> | <p>The provision of adaptations and other removal of health and safety issues in residential property aligns with the Living Well,</p>  |

Working Well and Ageing Well programmes and will assist in delivering the Council's Policies within these themes. Improving the independence of disabled and vulnerable people within the borough ensures the Council is meeting its' requirements under the Corporate Plan. The Framework will allow improved and timely delivery of adaptations to assist in the reduction of social care involvement in a number of areas, thereby saving funds across Adult and Children's Services. In addition, the Framework will allow the Council to improve its offer of, and levels of, assistance outlined in its Housing Financial Assistance Policy 2018-2023. This Policy is currently being reviewed for the next 5 years.

**Financial Implications:  
(Authorised by the  
statutory Section 151  
Officer & Chief Finance  
Officer)**

The report provides details of a proposed new framework of approved contractors to carry out adaptations and other works in residential properties for disabled and vulnerable people.

The framework will operate for four years from 1 September 2023 to 31 August 2027.

The expenditure relating to this framework will be financed by the annual Disabled Facilities Grant awarded to the Council via the Better Care Fund. The 2023/24 grant award to the Council is £2.849m. This is the same value as 2022/23 and is expected to be the same value again for 2024/25.

The annual expenditure via this framework is estimated to be £1.500m as not all Lots were awarded that were tendered due to the poor quality of bids received. Any works relating to Lot 3 (visual Impairment and electrical works), Lot 4 (construction of extensions to residential properties) and Lot 5 (general building works for non-adaptation disrepair works) will be subject to separate procurement arrangements – paragraphs 8.7 to 8.9 refer.

The Disabled Facilities Grant allocation will be subject to robust monthly monitoring within the Adult Services Directorate capital programme, the details of which will be reported during the year to the Council's Strategic Planning and Capital Monitoring Panel and Executive Cabinet. The annual allocation will also be monitored in accordance with the related grant conditions.

In addition, the framework will also finance related works for additional schemes that will be funded via Adult services capital funding reserve balances. The table below provides a summary of the balances at 1 April 2023 which are the remaining values after financing the existing 2023/24 Adults capital programme.

| <b>Grant Reserve</b>             | <b>Balance at 1 April 2023 After Existing Programme Commitments</b> | <b>Additional Commitments</b> | <b>Remaining Balance</b> |
|----------------------------------|---|-------------------------------|--------------------------|
|                                  | <b>£'m</b>  | <b>£'m</b>                    | <b>£'m</b>               |
| Disabled Facilities Grant        | 2.165   | 0.000                         | 2.165                    |
| Housing Assistance Contributions | 1.016   | 0.000                         | 1.016                    |
| Community Capacity Grant         | 1.476   | 0.039                         | 1.437                    |
| <b>Total</b>                     | <b>4.657</b>  | <b>0.039</b>                  | <b>4.618</b>             |

Work is ongoing to determine the scale of service prevention and ongoing revenue savings that will be delivered within the Council's medium term budget strategy via adaptations that are financed via schemes funded via the annual Disabled Facilities Grant and capital reserve grant balances.

**Legal Implications:  
(Authorised by the  
Borough Solicitor)**

As outlined in the report, approval is sought for the establishment of a Framework of Approved Contractors to deliver Adaptations for Disabled People.

Framework Agreements allow contracting authorities to select a number of contractors or providers to deliver works or services, with individual requirements being called off by way of mini competitions or (if the framework allows) by way of a direct award.

It can be a more streamlined process to procure works or services without giving any guarantee as to volume to the contractor or provider.

The Framework will consist of three lots. Advice from STaR Procurement has been sought on the decision not to award three of the Lots due to the poor quality of bids received.

The works under these three remaining Lots will be procured individually/ by way of three quotations.

Due to the potential value of the Framework Agreement this is a Key Decision in accordance with the Council's Financial Regulations, Procedures and Guidance.

**Risk Management:**

1. The Council could choose not to award the framework contract. This would mean obtaining 3 quotes for each and every piece of work for grant approval. This is the process used prior to the introduction of the first framework agreement a number of years ago. This is a time consuming and resource intensive process and would slow down the delivery of adaptations. Obtaining individual quotes is not a viable and productive option when dealing with 250-300 grants per year.

2. The Council could choose not to award this framework and request the procurement of a single provider for all adaptation works, this is not deemed appropriate as this offers no resilience in the provision of adaptations. This option was considered in the Executive Cabinet Report and was dismissed as, amongst other reasons, it would restrict all works to one provider to the detriment of local providers. In addition to this it would mean either extending the current contract for a further period which may present issues for the existing suppliers or reverting to the three quote process which as noted above is not a suitable option.

**Background Information:**

The background papers relating to this report can be inspected by contacting Jim Davies, Housing Adaptations Manager



Telephone: 0161 342 3308



e-mail: [jim.davies@tameside.gov.uk](mailto:jim.davies@tameside.gov.uk)

## **1. INTRODUCTION**

- 1.1 On 24 August 2022, Executive Cabinet gave permission for the procurement of a new framework of approved contractors for the delivery of adaptations for people in Tameside with disabilities. This new framework would provide suitable contractors to deliver adaptations over a 4 year period. STaR Procurement would lead the process to procure suitable contractors on the framework to provide the required works based upon the establishment of a minimum quality threshold.
- 1.2 A procurement exercise was carried out earlier in 2023 with STaR Procurement and Tameside Commissioning Services within Adult Social Care for the provision of the following: Major Adaptation Works (Lot 1A & Lot 1B), Minor Adaption Works (Lot 2 & 3), Extensions to residential properties (Lot 4) and Disrepair works for homeowners over 65 years and other vulnerable residents (Lot 5).
- 1.3 If approved, the new contracts with each provider for inclusion on the framework will commence on 1 September 2023 for 4 years to 31 August 2027.
- 1.4 Once the framework commenced, the intention was for individual packages of work to be specified and either approved using the fixed costs process within Lot 1A, or work would be compared with prices submitted by providers as part of the tender and works offered to those providing best value subject to their respective workloads for Lot 1B. Other works in Lot 2 and Lot 3 would be allocated to the contractor offering the best price. Works in Lot 4 and Lot 5 would be subject to a competitive quote exercise within the framework.

## **2. BACKGROUND**

- 2.1 Tameside Council wishes to assist residents, both owner-occupies and those in rented accommodation, to maintain their independence and for them to remain in their own homes for as long as possible. The Council has a duty to provide assistance to people identified as being in need of assistance and, in addition, it has a mandatory duty to provide assistance, in the form of a Disabled Facilities Grant (DFG) to anyone who fulfils the criteria set down in the appropriate legislation. The Council also provides Minor Adaptations to residents that are free at the point of delivery and discretionary assistance to deal with disrepair in owner occupied properties.
- 2.2 In addition to its mandatory duty to provide adaptations as per the DFG legislation the Council must also have an approved Housing Financial Assistance Policy within the Terms of the Regulatory Reform (Housing Assistance)(England and Wales) 2002 (the RRO Policy). This Policy allows the Council to provide other forms of discretionary assistance using its allocation from Department of Levelling Up, Housing and Communities (DLUHC) or other capital funds. The Council's current RRO Policy is due for review during 2023.
- 2.3 DLUHC allocates funding to all local authorities for DFG on an annual basis. The 2023/24 grant award to the Council is £2.849m. This is the same amount as in the previous financial year and according to DLUHC is expected to be the same for 2024/25. Local authorities have a mandatory obligation to provide DFG even if they use all their allocation.
- 2.4 The Council facilitates adaptations to residential properties for the majority of Tameside residents although some choose to make personal applications for DFG and carry out their own adaptations. The provision of adaptations provides the occupants with the necessary means to maintain a degree of independence where disability limits daily activity and reduces or negates the need for other forms of intervention. Other works may deal with disrepair and health and safety issues to properties, thereby preventing or delaying residents from calling on other Council services. This can help with reducing the impact of long term health issues.

- 2.5 The Council provides an agency service to residents via its' Housing Adaptations Service (low level Home Improvement Agency). When a referral is received from Adults or Children's Services it acts on behalf of the resident in dealing with the application process, procurement of works and supervision of the works under way. The service assists the resident throughout the whole process and helps to ensure that residents receive a fair and equitable service, ensuring value for money.

### **3. THE PROCUREMENT APPROACH TAKEN**

- 3.1 An open tendering exercise commenced on 21 November 2022 (DN635798) and closed on 13 January 2023. The original tender closing date of 9 January 2023 was extended in consultation with STaR Procurement due to the procurement exercise falling over the Christmas and New Year period to allow potential bidders adequate time to submit their documents.

- 3.2 The approach used in this tender were:

- Prequalification Questions – The bidders were required to complete these standard questions in order to be in a position to submit a bid.
- Tender Submission Questions – The tender questionnaire had 21 questions based upon Quantitative and Quality criteria comprising: technical ability, management approach, training of staff, dealing with complaints and typical approaches to on site problems. Certain questions were targeted at all bidders whilst others were specific to individual Lots so that bidders only answered questions related to the Lot they were bidding for.
- Social Value Questionnaire – The bidders were required to complete the Social Value questions and register on the Social Value Portal.

### **4. DETAILS OF PROPOSED CONTRACTUAL ARRANGMENTS**

- 4.1 Adult Services in its role as lead commissioner is seeking to award a 4 year framework contract (comprising Lot 1A, Lot 1B and Lot 2) commencing 1 September 2023 for a period of 4 years, expiring on 31 August 2027.

### **5. RESPONSE**

- 5.1 Although there was initial interest from many potential bidders, compliant responses were received from 11 builders/ contractors.
- 5.2 In addition, there were 4 non-compliant tenders that were excluded from the evaluation process because the bidders failed the Prequalification process.

### **6. EVALUATION METHOD AND OUTCOME**

- 6.1 Tender submissions were evaluated by a panel consisting of:

- Jim Davies – Housing Adaptations Service Manager
- John Barber – Housing Adaptations Service Senior Surveyor
- Tom Boyle – Housing Adaptations Service Senior Surveyor
- Gary Hargraves – Housing Adaptations Service Senior Surveyor
- Mike Fanning – Procurement Officer STaR Procurement

- 6.2 The Invitation to Tender was for bids on 5 separate Lots: Lots 1A for standard layout bathrooms where the price of the work is fixed; Lot 1B for general building and non-standard bathrooms; Lot 2 for Minor building works where the cost are general under

£2000; Lot 3 for Visual Impairment and electrical works; Lot 4 a list of suitable builders for construction of extensions to residential properties; and Lot 5 a list of builders for general building works for disrepair works (non-adaptation related).

- 6.3 The bids were based upon the following.
- Lot 1A – 80% quality and 20% Social Value;
  - Lot 1B – 60% quality, 20% price and 20% Social Value;
  - Lot 2 – 60% quality, 20% price and 20% Social Value;
  - Lot 3 – 60% quality, 20% price and 20% Social Value;
  - Lot 4 – 80% quality and 20% Social Value;
  - Lot 5 – 80% quality and 20% Social Value.
- 6.4 The questions were drafted with input from the Panel members to reflect the type of works in the bid and typical issues raised in the current framework.
- 6.5 Additional support was provided where possible to ensure compliant bids were received, however, the bids remained non-compliant. Three of the unsuccessful bidders were local suppliers.

## **7. CHECKS ON PROVIDERS**

- 7.1 STaR Procurement has undertaken a full financial check via Company Watch. This check measures the overall financial health of a company. It is based upon a statistical evaluation of a company's publicly available financial results in order to determine the level of financial risk associated with the company.
- 7.2 STaR Procurement highlighted potential issues with some of the smaller builders/contractors due to a lower score than they would normally consider suitable. Discussions between the STaR Procurement Officer and the commissioners highlighted the following points that would mitigate concerns:
- Lot 1A - prices are fixed (subject to variations) and works are less than £0.008m;
  - Lot 1B - the cost of individual building works was not likely to reach more than £0.025m per scheme;
  - Lots 2 and 3 - the cost of individual works cannot exceed £0.002m
  - Lots 4 and 5 - builders must provide competitive prices for each scheme;
  - Lot 1A, Lot 1B, Lot 2 and Lot 3 - builders will be rotated to ensure each is given equal opportunity for work minimising the amount of work issued to them;
  - Each offer of work is an individual scheme on a different property and as such any order is only specific to that scheme;
  - Works will be at various stages of completion minimising over commitment issues;
  - Payment is always made in arrears upon certification and upon the basis work is completed to the Council's and Client's satisfaction;
  - Payment is not approved if the builder fails to deliver the works;
  - Should a builder fail to deliver the works then other builders on the framework will be instructed to remedy any issues as required;
  - The current framework operates on the same process without issue.
- 7.3 With this in mind, the commissioners considered there was a low risk of works being left unfinished and clients being left with incomplete works. There are suitable checks and balances in place to deal with the failure of a builder.
- 7.4 All builders/contractors have indicated in their bids that they have the appropriate levels insurance for the commencement of the framework. Insurance Documents will be obtained from all the successful bidders upon award of the Framework.

## **8. LIMITED AWARD OF THE FRAMEWORK**

- 8.1 Due to the poor quality of responses from some bidders and the corresponding lack of numbers in Lot 3, Lot 4 and Lot 5 it is recommended that only part of the framework shall be awarded. This will mean only awarding to Lot 1A for bathrooms, Lot 1B for nonstandard bathrooms and other building work, and Lot 2 for Minor Works of a building nature.
- 8.2 It is not practical to award the remaining Lots because they do not provide the required competitiveness expected and in one case, there is no qualified bidder. In some case bidders failed to give a response to the required questions. In Lot 4 and Lot 5 the responses failed to meet the required level for the Lot leaving an inadequate number of builders to provide the competitive requirements of that Lot.
- 8.3 The Lots that will not be awarded are Lot 3, Lot 4 and Lot 5.
- 8.4 Lot 3 is for Visual Impairment and Electrical works. There was no suitable bidder that met the requirements of the tender.
- 8.5 Lot 4 is for Extensions to residential properties where there is an assessed need for ground floor living or loft conversions. This Lot should provide a list of suitable builders to compete for such works. There were only two successful bids. This Lot is therefore not viable because this would not provide a competitive process to ensure value for money. The same builders were also successful in their bids for other Lots and this could result in capacity/ commitment issues should they have works underway in two or three Lots at the same time.
- 8.6 Lot 5 is for non-adaptation disrepair or health and safety work to residential properties where the homeowner is over 65 years of age or where the owner is otherwise vulnerable. This Lot as per Lot 4 was to provide a list of suitable builders for competitive quotes. As per Lot 4, there were only two successful bids (the same bidders) and for the same reasons as noted in paragraph 8.5, the Lot is not viable with only two builders.
- 8.7 With regard to works contained in Lot 3, following the contract award process the visual impairment works will have to be sourced by obtaining prices from suitably qualified electrical contractors on a price-by-price basis. All the work in this Lot is based upon items costing less than £0.002m so works can be agreed reasonably quickly. A new and separate procurement process will be considered to enable the works to be delivered without the need for individual pricing.
- 8.8 With regard to works contained in Lot 4, extensions are currently procured on an individual basis via STaR Procurement and the Chest. This process will continue as costs for extensions are between £0.040m and £0.060m. The parties will consider the results of the bids and it may prove advantageous to review the Lot for a separate procurement process at a future date.
- 8.9 With regard to works contained in Lot 5, this work is normally procured by obtaining three quotes. The costs associated with disrepair work is generally around £0.005m to £0.007m and so this procurement process will continue. The commissioners will consider the results of the bid and may review the Lot for a separate procurement process at a future date.

## **9. RISKS AND MITIGATION**

- 9.1 The utilisation of a procured framework of providers will reduce risks associated with procuring contracts for these works without any formal process.

- 9.2 The Council will not let Lot 3, Lot 4 and Lot 5. Following discussions with STaR Legal regarding the issues surrounding the bidders for these Lots a letter was deposited into the Chest advising all bidders of the Council's intention not to award these Lots. Bidders were given 10 working days during which they could make representation. No such representation was received and STaR Legal deemed the decision to be valid.
- 9.3 Delivery of adaptations contained within Lot 4 and Lot 5 will not cease because of the inability to award the Lots. The Council will continue with the procurement of works on an individual basis, as demand requires as per the process prior to including them in this procurement process. Individual procurement is still a cost effect means of delivering extensions. Consideration will be given to the feasibility of another procurement exercise to provide a list of contractors to deliver the works.
- 9.4 The works contained in Lot 3 will not cease because of the inability to award the Lot. Individual packages of work are less than £0.002m so individual contractors with the required electrical certification will be asked to provide prices for the work. Works will continue to be delivered until a new procurement exercise can be completed.

## **10. WAIVER INCLUSION**

- 10.1 This framework to be included within the existing General Waiver to Permit Use of Certain Named Frameworks, and that this Decision be attached to that decision notice until the next update when it shall be added to the amended report.

## **11. RECOMMENDATIONS**

- 11.1 As set out at the front of the report.



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|--|--|
| <b>Report to:</b>  | <b>EXECUTIVE CABINET</b>   |
| <b>Date:</b>   | 26 July 2023   |
| <b>Executive Member:</b>   | Councillor John Taylor   |
| <b>Reporting Officer:</b>  | Emma Varnam, Assistant Director of Operations and Neighbourhood Services   |
| <b>Subject:</b>  | <b>GRANT FUNDING: THE GREATER MANCHESTER COMBINED AUTHORITY (GMCA) GRANT FUNDING AGREEMENT</b>   |
| <b>Report Summary:</b>   | <p>The GMCA has prepared a grant funding agreement outlining the funding support which it proposes to provide Tameside MBC to deliver the following Greater Manchester Programmes within Tameside:</p> <p>The Greater Manchester “A Bed Every Night” (ABEN) Homelessness Programme; And</p> <ul style="list-style-type: none"><li>• The Greater Manchester Community Accommodation Service [Tier 3] (CAS3)</li></ul> <p>This report asks for Tameside MBC to:</p> <ul style="list-style-type: none"><li>• accept the grant funding</li><li>• note that the grant funding agreement was developed months before the GMCA had reached a final decision on their budget. Therefore the funding details from 1 April 2023 onwards were indicative for planning purposes only, and subject to formal approval by the GMCA as part of its annual budget. The funding for the year 2023-2024 has now been agreed formally by the GMCA.</li><li>• The GMCA has informed Tameside that they will be awarded the following grant funding for the year 2023-2024:<br/>£260,000 for the ABEN Homelessness Programme and £202,116 for CAS3.</li></ul> |
| <b>Recommendations:</b>  | <p>It is recommended that the Executive Cabinet:</p> <ul style="list-style-type: none"><li>• accepts the GMCA Grant Funding and enters in to the GMCA Grant Funding Agreement</li><li>• notes the indicative funding for the year 2024-2025.</li></ul>   |
| <b>Corporate Plan:</b>   | Nurturing our communities and having pride in our people, our place and our shared heritage- reduce homelessness.  |
| <b>Policy Implications:</b>  | The provision of ABEN and CAS3 in Tameside, will provide vital temporary accommodation to people who are at imminent risk of rough sleeping and who have no interim statutory accommodation options open to them.  |
| <b>Financial Implications:<br/>(Authorised by the<br/>statutory Section 151<br/>Officer &amp; Chief Finance<br/>Officer)</b> | <p>This report is seeking approval to accept two grants from GMCA:</p> <ul style="list-style-type: none"><li>- A Bed Every Night (ABEN) for the period 1 April 2022 – 31 March 2025</li><li>- CAS-3 for the period 1 July 2022 – 30 June 2025</li></ul>  |

| Grant Values             | £m                   | Confirmed/<br>Indicative |
|--------------------------|----------------------|--------------------------|
| ABEN – Year 1            | 0.286                | Confirmed                |
| ABEN – Year 2            | 0.260                | Confirmed                |
| ABEN – Year 3            | 0.228 – 0.260        | Indicative               |
| <b>Total ABEN Grant</b>  | <b>0.774 – 0.806</b> |                          |
| CAS-3 – Year 1           | 0.198                | Confirmed                |
| CAS-3 – Year 2           | 0.202                | Confirmed                |
| CAS-3 – Year 3           | 0.202                | Indicative               |
| <b>Total CAS-3 Grant</b> | <b>0.602</b>         |                          |

### **A Bed Every Night Funding**

In order to meet the expected outcomes of this grant, the Council operates the Town House, a hostel style provision of nightly accommodation. The grant funds 26 beds, however the Town House is approved to accommodate up to 42. In 22/23, the service incurred significant costs resulting in an overspend, even after utilising prior year grant funding.

| 22/23 Financial Position  | £m             |
|---|----------------|
| <b>Expenditure:</b>   |                |
| Building Costs – Utilities, Cleaning & Maintenance (includes some prior year costs) | 0.052          |
| Service User Costs – Storage, Transport, Mobile Phones                              | 0.020          |
| Household Items – e.g. disposable cups, cleaning items                              | 0.014          |
| Food Costs  | 0.014          |
| Provision of Hot Meals  | 0.019          |
| Interpreter Costs   | 0.001          |
| Security Costs  | 0.275          |
| Other Costs – Council Tax, Pest Control & Miscellaneous costs                       | 0.013          |
| <b>Total Expenditure</b>  | <b>0.408</b>   |
| <b>Funding Source:</b>  |                |
| ABEN Grant – GMCA*  | (0.286)        |
| Core Budget   | (0.050)        |
| Prior Year Grants (drawn down from reserve)   | (0.029)        |
| <b>Total Funding Available</b>  | <b>(0.365)</b> |
| <b>Net Position</b>   | <b>0.043</b>   |

*\*Although this has been accounted for in 22/23, receipt is still outstanding as this is subject to the grant agreement.*

During the start of 23/24, the service have made improvements to a number of controls and processes resulting in anticipated reductions in costs in a number of areas. Further work is underway within the wider Homelessness Service to review all commissioned and contracted services. This will include a review of the security arrangements to ensure best value and consideration of all options for the provision of hot food with a review to reducing costs. The table below shows the current forecasted costs for 23/24. Although there is work ongoing, this assumes that the current provision of hot food and security arrangements will continue for the full year.

| <b>23/24 Forecasted Financial Position</b>                    | <b>£m</b>      |
|---|----------------|
| <b>Expenditure:</b>   |                |
| Building Costs – Utilities, Cleaning & Maintenance            | 0.029          |
| Service User Costs –Transport                                 | 0.008          |
| Household Items – e.g. cleaning items                         | 0.010          |
| Provision of Hot Meals  | 0.019          |
| Interpreter Costs   | 0.001          |
| Security Costs  | 0.308          |
| Other Costs – Council Tax, Pest Control & Miscellaneous costs | 0.013          |
| Costs from 22/23 not accrued for                              | 0.023          |
| <b>Total Expenditure</b>                                      | <b>0.411</b>   |
| <b>Funding Source:</b>  |                |
| ABEN Grant – GMCA*  | (0.260)        |
| Core Budget   | (0.050)        |
| <b>Total Funding Available</b>                                | <b>(0.310)</b> |
| <b>Net Position</b>   | <b>0.101</b>   |

Although the service has worked to reduce the annual costs, the net forecast position for the ABEN service has worsened to a forecast overspend of £0.101m in 23/24. This is mainly due to an increase in the hourly rate for security. During 23/24, the service will continue to seek ways to improve process to reduce costs wherever possible and this will continue into 24/25. The service are also exploring future options for the delivery of this service in conjunction with GMCA.

Although accepting the grant will put a pressure on the revenue budget, not accepting the grant would also result in a pressure and have wider consequences:

- ***Continuing the provision of the ABEN service without the grant funding***

Without the grant, continuing the provision of the ABEN service would result in an increased pressure of £0.361m.

- ***Cease the provision of the ABEN service***

There are a number of costs that would still be incurred during 23/24 that would result in a pressure of £0.117m against the core budget of £0.050m and a total pressure of £0.096m across the remaining 2 years.

| <b>Expenditure</b>               | <b>23/24<br/>£m</b> | <b>24/25<br/>£m</b> |
|----------------------------------|---------------------|---------------------|
| Costs from 22/23 not accrued for | 0.023               |                     |
| Running Costs April 23 – June 23 | 0.122               |                     |
| Ongoing Committed Costs          | 0.022               | 0.029               |
| <b>Total Expenditure</b>         | <b>0.167</b>        | <b>0.029</b>        |

*\*The Council have a 10 year lease, with a 5 year break clause, for the Town House building.*

There would also be a number of other implications that, although would not result in a direct cost, would likely have financial implications for other services within the Council and other public services in the borough.

Ceasing the provision of the ABEN service would result in an increased number of rough sleepers across the borough. These individuals would likely end up being more dispersed, making it more difficult for the Key Workers to provide the necessary support compared to being able to set up contact through a centralised ABEN service.

Rises in rough sleepers can be linked to increases in anti-social behaviour issues and street begging which in turn could result in additional demand and costs for the Community Safety team and Police. Those sleeping rough are also more likely to present at hospital resulting in additional costs to the wider public purse.

Ceasing the ABEN provision would also likely cause reputational damage both on a Greater Manchester level and nationally. This could impact on future grant funding streams.

### **CAS-3 Funding**

The CAS-3 funding is to be used to provide accommodation and support to the identified cohort. The support element of this provision is currently provided in house by a member of staff.

As each year of this funding stream spans 2 financial years, the profile of expected spend is shown in the table below:

|                     | <b>Accommodation<br/>£m</b> | <b>Support<br/>£m</b> | <b>Total<br/>£m</b> |
|---------------------|-----------------------------|-----------------------|---------------------|
| <b>Grant Year 1</b> |                             |                       |                     |
| 22/23               | 0.096                       | 0.032                 | 0.128               |
| 23/24               | 0.062                       | 0.011                 | 0.073               |
| <b>Total</b>        | <b>0.158</b>                | <b>0.043</b>          | <b>0.201</b>        |
| <b>Grant Year 2</b> |                             |                       |                     |
| 23/24               | 0.111                       | 0.033                 | 0.144               |
| 24/25               | 0.037                       | 0.011                 | 0.048               |
| <b>Total</b>        | <b>0.148</b>                | <b>0.044</b>          | <b>0.192</b>        |
| <b>Grant Year 3</b> |                             |                       |                     |
| 24/25               | 0.111                       | 0.034                 | 0.145               |
| 25/26               | 0.037                       | 0.012                 | 0.049               |
| <b>Total</b>        | <b>0.148</b>                | <b>0.046</b>          | <b>0.194</b>        |
| <b>Total Spend</b>  | <b>0.454</b>                | <b>0.133</b>          | <b>0.587</b>        |

Across the three year period, there is a forecasted underspend against the grant. This will provide a contingency for pay increases greater than expected and will also contribute towards the associated management costs.

The service will need to ensure that spend is monitored, and remains within the available funding, throughout the duration of the grant. The service will also need to adhere to all reporting requirements outlined in the grant agreement.

**Legal Implications:  
(Authorised by the  
Borough Solicitor)**

As outlined in the report, acceptance of two streams of grant funding is sought for delivery of the Greater Manchester “A Bed Every Night” (ABEN) Homelessness Programme and the Greater Manchester Community Accommodation Service [Tier 3] (CAS3) programme. A grant funding agreement covering both streams of funding has been agreed with GMCA.

The Council will need to meet the outputs and outcomes outlined in the agreement and provide the requisite monitoring reports on these to avoid clawback of the funding.

There are also standard provisions within the agreement relating to compliance with legislation e.g. in relation to procurement, subsidy control, equalities and data protection.

It should be noted that some of the future years' funding is indicative only within the agreement.

**Risk Management:**

The provision of ABEN and CAS3 in Tameside will help to reduce the risk of rough sleeping, for those individuals who have no interim statutory accommodation options open to them.

ABEN is a service of last resort, and if this service was not provided there would be a marked increase in the number of rough sleepers in Tameside. These would be vulnerable people, with multiple needs. This could lead to lower life expectancy and perhaps even deaths.

The provision of CAS3 accommodation, to those leaving a custodial setting and who are under the supervision of Probation, is also expected to reduce re-offending.

**Access to Information:**

Not confidential

**Background Information:**

The background papers relating to this report can be inspected by contacting Emma Varnam, Assistant Director of Place.



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## **1. INTRODUCTION**

- 1.1 The Greater Manchester Combined Authority (GMCA) has prepared a joint grant funding agreement. This outlines the funding support which it proposes to provide Tameside MBC to deliver the following Greater Manchester programmes within Tameside:
- “A Bed Every Night” (ABEN) Homelessness Programme
  - The Community Accommodation Service [Tier 3] (CAS3)
- 1.2 The grant funding agreement was developed months before the GMCA had reached a final decision on their budget. Therefore the funding details from 1 April 2023 onwards, were indicative, for planning purposes only, and subject to formal approval by the GMCA as part of its annual budget. The GMCA has now formally approved their budget for the year 2023-2024 and has informed Tameside Council that they will be awarded in 2023-2024: £260,000 for the ABEN Homeless Programme and £202,116 for CAS3.
- 1.3 This report recommends that the Board:
- accepts the GMCA Joint Grant Funding Agreement to support the delivery of ABEN and CAS3 in Tameside.
  - notes the indicative funding for the year 2024-2025.

## **2. BACKGROUND: ABEN HOMELESSNESS PROGRAMME**

- 2.1 ABEN is a Greater Manchester wide programme, which provides vital, short-term, transitional accommodation and support for people who are experiencing rough sleeping, or who are at imminent risk of rough sleeping. Tameside Council’s rough sleeping outreach service is aligned to the delivery of ABEN.
- 2.2 Tameside’s Homeless Service undertakes statutory homeless assessments and refers people, who have no interim statutory accommodation options open to them, to ABEN. In Tameside, ABEN is provided at the Town House located on Burlington Street, in Ashton-Under-Lyne.
- 2.3 ABEN provides person-centred and trauma informed support to very vulnerable people who have multiple needs. Service users receive a cooked evening meal, and are provided with a bed for the night. They are assigned a key worker who undertakes an assessment of their support needs and provides them with tailored support to meet their immediate needs. ABEN service users are supported to access primary care, mental health, substance misuse and welfare services. The service user’s key worker facilitates the development of a move on plan with the service user to enable the transition from ABEN into permanent accommodation.
- 2.4 The GMCA fund 26 ABEN places in Tameside Borough. The ABEN service, together with the Rough Sleepers Initiative (RSI) service, has significantly reduced rough sleeping in Tameside. Each year, councils in England are required to submit an annual statutory return providing a rough sleepers annual snapshot estimate. In 2017, before ABEN and the RSI service were implemented, Tameside Council’s Rough Sleepers annual snapshot estimate was 43. In 2020, after the implementation of the Rough Sleepers Initiative Service and ABEN, Tameside Council’s Rough Sleepers annual snapshot estimate was 3.
- 2.5 The number of people referred to ABEN varies, from week to week, but in the week ending 16 June 2023 the number of referrals was 18 and the number of service users who stayed in the Town House as at 16 June was 35. ABEN is a service of last resort and if this service was withdrawn there would be a marked increase in the number of rough sleepers in Tameside. These would be vulnerable people, with multiple needs, and this could lead to lower life expectancy and perhaps even deaths.

- 2.6 The GMCA agreed to provide Tameside MBC £286,000 to support the delivery of ABEN in Tameside Borough for the year 2022-2023 and £260,000 for the year 2023-24. This allocation for the year 2023-24 is a drop of £26,000. Tameside's Homeless Service is reviewing their ABEN service and looking at ways of adapting ABEN to reduce costs so that costs are in line with the grant funding available. Tameside's Homeless Service has been liaising effectively with the GMCA to learn best practice, look at alternative models, connect with other GM authorities, and find out about other sources of funding. Tameside's Homeless Service is considering all delivery options and the grant funding for the year 2023-2024 is essential to enable us to deliver the current service whilst continuing to review.
- 2.7 The GMCA has also agreed in principle to provide financial support for the delivery of ABEN in Tameside Borough for the period 1 April 2024 to 31 March 2025. The funding for the period from 1 April 2024 onwards is indicative for planning purposes only and is subject to forward approval by the GCMA as part of its annual budget.
- 2.8 The GMCA is current considering 2 financial models for funding ABEN from 1 April 2024 to 31 March 2025. These are Model 1 (the Tapering Budget) and Model 2 (the Sustained Budget). Details of the funding are provided in the tables below.

**Table 1: Model 1 (Tapering Budget).**

| Year      | Funding Provided |
|-----------|------------------|
| 2024-2025 | £227,760         |

**Table 2: Model 2 (Sustained Budget).**

| Year      | Funding Provided |
|-----------|------------------|
| 2024-2025 | £260,000         |

### 3. CAS3 SERVICE

- 3.1 The CAS3 Service provides accommodation and support to people who are leaving a custodial setting (such as Prison, Approved Premises or BASS) and who are under the supervision of Probation. This accommodation service is funded by the Ministry of Justice and is co-produced by the GM Probation service and the GMCA. Phase 1 of this service was piloted in GM from 2021 and the Ministry of Justice has secured Phase 2 funding to cover the period 1 October 2022 to 30 September 2025.
- 3.2 For the year 2022-2023, the GMCA agreed to award Tameside MBC grant funding up to £197,827.56 to deliver this programme in Tameside. For the year 2023-2024 it has been agreed that Tameside will receive £202,116. This is for the provision of 9 units of CAS3 accommodation.
- 3.3 A breakdown of the funding is provided below.

|                                      |                 |   |
|--------------------------------------|-----------------|---|
| <b>Year 2 Core Funding</b>           | <b>£196,560</b> | 12 months at £60 per night rate. This is broken down as follows: <ul style="list-style-type: none"> <li>• £45 per night for accommodation</li> <li>• £15 per night for support</li> </ul> |
| <b>Year 2 Infrastructure Funding</b> | £5,556          | 6% of LA infrastructure grant (proportional to delivery)  |

- 3.4 The GMCA has indicated the grant funding which it is likely to award Tameside MBC in the period 2024-2025. This is shown in Table 3 below.

**Table 3: CAS3 Funding that the GMCA has indicated it is likely to award Tameside**

| <b>Year</b> | <b>Indicative Funding</b> |
|-------------|---------------------------|
| 2024-2025   | £202,116                  |

#### **4. CONSULTATION UNDERTAKEN**

- 4.1 Tameside MBC's Legal Service has been consulted. They have reviewed the grant agreement and requested amendments to the Agreement have been agreed with GMCA's Legal Service.

#### **5. CONCLUSION**

- 5.1 ABEN and CAS3 are 2 homelessness programmes, which provide vital accommodation for those who are at imminent risk of rough sleeping and who have no interim statutory accommodation options open to them. These programmes are key to prevent rough sleeping in Tameside.
- 5.2 The support funding provided by the GMCA to deliver these 2 programmes in Tameside is essential to help prevent rough sleeping in Tameside.

#### **6. RECOMMENDATIONS**

- 6.1 As set out at the front of the report.



**GREATER MANCHESTER COMBINED AUTHORITY**

**and**

**TAMESIDE METROPOLITAN BOROUGH COUNCIL**

**GRANT FUNDING AGREEMENT FOR SUPPORT TO DELIVER ACROSS THE TAMESIDE  
METROPOLITAN BOROUGH COUNCIL AREA;**

**(1) THE GREATER MANCHESTER “A BED EVERY NIGHT” HOMELESSNESS PROGRAMME;  
AND**

**(2) THE GREATER MANCHESTER COMMUNITY ACCOMMODATION SERVICE (TIER 3)**



|                  |   |       |
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This Grant Funding Agreement is made on

2023.

**Between:**

- (1) **GREATER MANCHESTER COMBINED AUTHORITY**, whose principal address is at First Floor, Tootal Buildings, 56 Oxford Street, Manchester M1 6EU (the “**Authority**”); and
- (2) **TAMESIDE METROPOLITAN BOROUGH COUNCIL**, whose principal address is at Tameside One Market Place, Ashton-under-Lyne, OL6 6BH (the “**Recipient**”).

**In relation to:**

**Project Name: Delivery across the Tameside Metropolitan Borough Council Area of:**

- (1) **The Greater Manchester “A Bed Every Night” Homelessness Programme during the period from 1 April 2022 to 31 March 2025 (“GM ABEN 2022-25”); and**
- (2) **The Greater Manchester Community Accommodation Service (Tier 3) Pilot during the period from 1 July 2022 to 30 June 2025 (“GM CAS-3 2022-25”).**

**BACKGROUND**

- (A) The Authority is the combined authority for the GM Area. The Recipient is one of the ten local authorities within the GM Area (the “**GM LAs**”) who are the “constituent councils” of the GMCA. The ten GM LAs, together with the Mayor of Greater Manchester and the Deputy Mayor of Greater Manchester, constitute the Members of the GMCA.
- (B) The funding which the GMCA awards for each financial year is subject to approval of the GMCA annual budget by GMCA Committee in the February preceding each financial year. As such, funding included in this Grant Funding Agreement for the period from 1 April 2023 onwards should be treated by the Recipient as indicative for planning purposes only and subject to formal approval by the GMCA as part of its annual budget
- (C) As detailed in a Report of Mayor Paul Dennett, Portfolio Lead for Housing, Homelessness and Infrastructure which was presented to the GMCA’s Leader’s Strategy Meeting of 1 February 2022 (the “**GM ABEN Report**”), the Authority has committed to provide financial support totalling £5,850,000 for the delivery of the Greater Manchester “A Bed Every Night” Programme during the period from 1 April 2022 to 31 March 2023 (“**GM ABEN 2022-23**”). As set out in the GM ABEN Report the Authority has agreed to award the Grant Recipient grant funding of up to £286,000 (the “**Tameside ABEN 2022-23 Grant**”) to be used by the Recipient for the grant purpose of the delivery of the Tameside ABEN 2022-23 Programme in accordance with this Grant Funding Agreement. As set out in the GM ABEN Report the Authority has agreed in principle to provide financial support for the delivery of the Greater Manchester “A Bed Every Night” Programme during the period from 1 April 2023 to 31 March 2024 (“**GM ABEN 2023-24**”) and to provide financial support for the delivery of the Greater Manchester “A Bed Every Night” Programme during the period from 1 April 2024 to 31 March 2025 (“**GM ABEN 2024-25**”). As set out in the GM ABEN Report, the Authority is currently considering two financial models for the funding of GM ABEN 2023-24 and GM ABEN 2024-25. Under financial Model 1 (Tapering Budget), the Authority would provide financial support totalling £4,900,000 for the delivery of GM ABEN 2023-24 and the Authority would provide financial support totalling £4,250,000 for the delivery of GM ABEN 2024-25. Under financial Model 2 (Sustained Budget), the Authority would provide financial support totalling £5,600,000 for the delivery of GM ABEN 2023-24 and the Authority would provide financial support totalling £5,250,000 for the delivery of GM ABEN 2024-25. For the purpose of this Grant Funding Agreement if the Authority adopts financial

Model 2, the Authority has indicated that it is likely to award the Recipient grant funding of up to £260,000 (the “**Tameside Sustained ABEN 2023-24 Indicative Grant**”) to be used by the Recipient for the grant purpose of the delivery of the Tameside ABEN 2023-24 Programme in accordance with this Grant Funding Agreement, and the Authority has indicated that it is likely to award the Recipient grant funding of up to £260,000 (the “**Tameside Sustained ABEN 2024-25 Indicative Grant**”) to be used by the Recipient for the grant purpose of the delivery of the Tameside ABEN 2024-25 Programme in accordance with this Grant Funding Agreement. For the purpose of this Grant Funding Agreement if the Authority adopts financial Model 1, the Authority has indicated that it is likely to award the Recipient grant funding of up to £250,000 (the “**Tameside Tapering ABEN 2023-24 Indicative Grant**”) to be used by the Recipient for the grant purpose of the delivery of the Tameside ABEN 2023-24 Programme in accordance with this Grant Funding Agreement, and the Authority has indicated that it is likely to award the Recipient grant funding of up to £227,760 (the “**Tameside Tapering ABEN 2024-25 Indicative Grant**”) to be used by the Recipient for the grant purpose of the delivery of the Tameside ABEN 2024-25 Programme in accordance with this Grant Funding Agreement. The Authority will provide the Recipient with written confirmation of the amount of confirmed Tameside ABEN 2023-24 Grant (the “**Tameside Confirmed ABEN 2023-24 Grant**”) and the amount of confirmed Tameside ABEN 2024-25 Grant (the “**Tameside Confirmed ABEN 2024-25 Grant**”) which the Authority will make available to the Recipient as soon as reasonably practicable following the approval of the relevant GMCA annual budget by GMCA Committee.

- (D) As detailed at section 2 of a Report of Mayor Paul Dennett, Portfolio Lead for Housing, Homelessness and Infrastructure and Deputy Mayor Beverley Hughes, Portfolio Lead for Safe and Strong Communities which was presented to the GMCA’s Leader’s Strategy Meeting of 27 May 2022 (the “**GM Phase 2 CAS-3 Report**”), the Ministry of Justice (“**MoJ**”) has awarded the Authority “Phase 2” CAS-3 Pilot grant for the delivery of the Greater Manchester Community Accommodation Service (Tier 3) Pilot during the period from 1 October 2022 to 30 September 2025 (“**GM CAS-3 2022-25**”). On 24 November 2022 DLUHC issued an “*Addendum Memorandum of Understanding for Tier 3 Community Accommodation Services (CAS3)*” (the “**MoJ Addendum**”). Under the MoJ Addendum, the MoJ has committed to provide the GMCA with grant funding for the period from 1 July 2022 to 30 June 2025 (the “**MoJ Grant**”). As set out in the GM Phase 2 CAS-3 Report the GMCA has agreed to award the Recipient grant funding of up to £197,827.56 (the “**Tameside CAS-3 2022-23 Grant**”) from the MoJ Grant to be used by the Recipient for the grant purpose of the delivery of the Tameside CAS-3 2022-23 Programme. The Authority has indicated that it is likely to award grant funding of up to £202,116 from the MoJ Grant to be used by the Recipient for the grant purpose of the delivery of the Tameside CAS-3 2023-24 Programme (the “**Tameside CAS-3 2023-24 Indicative Grant**”). The Authority has indicated that it is likely to award grant funding of up to £202,116 from the MoJ Grant to be used by the Recipient for the grant purpose of the delivery of the Tameside CAS-3 2024-25 Programme (the “**Tameside CAS-3 2024-25 Indicative Grant**”). The Authority will provide the Recipient with written confirmation of the amount of confirmed Tameside CAS-3 2023-24 Grant (the “**Tameside Confirmed CAS-3 2023-24 Grant**”) and the amount of confirmed Tameside CAS-3 2024-25 Grant (the “**Tameside Confirmed CAS-3 2024-25 Grant**”) which the Authority will make available to the Recipient as soon as reasonably practicable following the approval of the relevant GMCA annual budget by GMCA Committee.
- (E) The Greater Manchester Combined Authority (Functions and Amendment) Order 2017 provides that the Authority (in relation to the GM Area), has the function under section 31 of the Local Government Act 2003 to be able to pay grant to any local authority within the GM Area towards expenditure incurred or to be incurred by such authority.
- (F) Pursuant to the GMCA’s functions under section 31 of the Local Government Act 2003, the GMCA has granted the Recipient:

- (i) Tameside ABEN 2022-23 Grant of up to £286,000 to be used by the Recipient for the grant purpose of the delivery of the Tameside ABEN 2022-23 Programme; and
- (ii) Tameside CAS-3 2022-23 Grant of up to £197,827.56 to be used by the Recipient for the grant purpose of the delivery of the Tameside CAS-3 2022-23 Programme.

If the payment of the Tameside ABEN 2022-23 Grant, or the Tameside CAS-3 2022-23 Grant is subject to the satisfaction of conditions, those conditions precedent and the date for satisfaction are set out in this Grant Funding Agreement.

- (G)** In relation to the Tameside ABEN 2023-24 Programme, the GMCA has indicated that it is likely to grant the Recipient either Tameside Sustained ABEN 2023-24 Indicative Grant of up to £260,000 or Tameside Tapering ABEN Indicative 2023-24 Grant of up to £250,000 for the grant purpose of the delivery of the Tameside ABEN 2022-23 Programme. In relation to the Tameside ABEN 2024-25 Programme the GMCA has indicated that it is likely to grant the Recipient either Tameside Sustained ABEN 2024-25 Indicative Grant of up to £260,000, or Tameside Tapering ABEN 2024-25 Indicative Grant of up to £227,760 for the grant purpose of the delivery of the Tameside ABEN 2024-25 Programme, The Authority will provide the Recipient with written confirmation of the amount of Tameside Confirmed ABEN 2023-24 Grant and the amount of Tameside Confirmed ABEN 2024-25 Grant as soon as reasonably practicable following approval of the GMCA annual budget by GMCA Committee in the February preceding each financial year. If the payment of the Tameside Confirmed ABEN 2023-24 Grant, or the Tameside Confirmed ABEN 2024-25 Grant, is subject to the satisfaction of conditions, those conditions precedent and the date for satisfaction are set out in this Grant Funding Agreement.
- (H)** In relation to the Tameside CAS-3 2023-24 Programme, the GMCA has indicated that it is likely to grant the Recipient Tameside CAS-3 2023-24 Indicative Grant of up to £202,116 for the grant purpose of the delivery of the Tameside CAS-3 2023-24 Programme. In relation to the Tameside CAS-3 2024-25 Programme the GMCA has indicated that it is likely to grant the Recipient Tameside CAS-3 2024-25 Indicative Grant of up to £202,116 for the grant purpose of the delivery of the Tameside CAS-3 2024-25 Programme, The Authority will provide the Recipient with written confirmation of the amount of Tameside Confirmed CAS-3 2023-24 Grant and the amount of Tameside Confirmed CAS-3 2024-25 Grant as soon as reasonably practicable following approval of the GMCA annual budget by GMCA Committee in the February preceding each financial year. If the payment of the Tameside Confirmed CAS-3 2023-24 Grant, or the Tameside Confirmed CAS-3 2024-25 Grant, is subject to the satisfaction of conditions, those conditions precedent and the date for satisfaction are set out in this Grant Funding Agreement.
- (I)** The Authority will provide the Tameside ABEN 2022-23 Grant, and the Tameside Confirmed ABEN 2023-24 Grant, and the Tameside Confirmed ABEN 2024-25 Grant, and the Tameside CAS-3 2022-23 Grant, and the Tameside Confirmed CAS-3 2023-4 Grant, and the Tameside Confirmed CAS-3 2024-25 Grant to the Recipient as provided for in this Grant Funding Agreement.
- (J)** The Recipient will:
  - (i) Use Tameside ABEN 2022-23 Grant solely for the purpose of the Tameside ABEN 2022-23 Funded Activities, and use Tameside Confirmed ABEN 2023-24 Grant solely for the purpose of the Tameside ABEN 2023-24 Funded Activities, and use Tameside Confirmed ABEN 2024-5 Grant solely for the purpose of the Tameside ABEN 2024-25 Funded Activities; and
  - (ii) Use Tameside CAS-3 2022-23 Grant solely for purpose of the delivery of the Tameside CAS-3 2022-23 Funded Activities, and use Tameside Confirmed CAS-3 2023-24 Grant solely for the purpose of the delivery of the Tameside CAS-3 2023-24 Funded Activities, and use Tameside Confirmed CAS-3 2024-25 Grant

solely for the purpose of the delivery of the Tameside CAS-3 2024-25 Funded Activities.

The conditions collectively (the **Conditions**) are as follows:

## **1. INTRODUCTION**

- 1.1. This Grant Funding Agreement sets out the conditions which apply to the Recipient receiving:
  - (i) the Tameside ABEN 2022-23 Grant from the Authority up to the Tameside ABEN 2022-23 Maximum Sum; and the Tameside Confirmed ABEN 2023-24 Grant from the Authority up to the Tameside ABEN 2023-24 Maximum Sum; and the Tameside Confirmed ABEN 2024-25 Grant from the Authority up to the Tameside ABEN 2024-25 Maximum Sum; and
  - (ii) the Tameside CAS-3 2022-23 Grant from the Authority up to the Tameside CAS-3 2022-23 Maximum Sum, and the Tameside Confirmed CAS-3 2023-24 Grant from the Authority up to the Tameside CAS-3 2023-24 Maximum Sum, and the Tameside Confirmed CAS-3 2024-25 Grant from the Authority up to the Tameside CAS-3 2024-25 Maximum Sum.
- 1.2. The Authority and the Recipient have agreed that the Authority will provide the Tameside ABEN 2022-23 Grant up to the Tameside ABEN 2022-23 Maximum Sum, and the Tameside CAS-3 2022-23 Grant up to the Tameside CAS-3 2022-23 Maximum Sum as long as the Recipient uses the Tameside ABEN 2022-23 Grant and the Tameside CAS-3 2024-25 Grant Sum in accordance with this Grant Funding Agreement.
- 1.3. The Authority has indicated that it will provide the Recipient the Tameside Confirmed ABEN 2023-24 Grant up to the Tameside ABEN 2023-24 Maximum Sum, and the Tameside Confirmed ABEN 2024-25 Grant up to the Tameside ABEN 2024-5 Maximum Sum, and the Tameside Confirmed CAS-3 2023-24 Grant up to the Tameside CAS-3 2023-24 Maximum Sum, and the Tameside Confirmed CAS-3 2024-25 Grant up to the Tameside CAS-3 2024-25 Maximum Sum as long as the Recipient uses the Tameside Confirmed ABEN 2023-24 Grant, and the Tameside Confirmed ABEN 2024-25 Grant, and the Tameside Confirmed CAS-3 2023-24 Grant, and the Tameside Confirmed CAS-3 2024-25 Grant in accordance with this Grant Funding Agreement.
- 1.4. The Authority makes the Tameside ABEN 2022-23 Grant to the Recipient for the provision of the Tameside ABEN 2022-23 Programme as detailed at Annex 1 to this Grant Funding Agreement. The Authority makes the Tameside Confirmed ABEN 2023-24 Grant to the Recipient for the provision of the Tameside ABEN 2023-24 Programme as detailed at Annex 1 to this Grant Funding Agreement. The Authority makes the Tameside Confirmed ABEN 2024-25 Grant to the Recipient for the provision of the Tameside ABEN 2024-25 Programme as detailed at Annex 1 to this Grant Funding Agreement.
- 1.5. The Authority makes the Tameside CAS-3 2022-23 Grant to the Recipient for the provision of the Tameside CAS-3 2022-23 Programme as detailed at Annex 2 to this Grant Funding Agreement. The Authority makes the Tameside Confirmed CAS-3 2023-24 Grant to the Recipient for the provision of the Tameside CAS-3 2023-24 Programme as detailed at Annex 2 to this Grant Funding Agreement. The Authority makes the Tameside Confirmed CAS-3 2024-25 Grant to the Recipient for the provision of the Tameside CAS-3 2024-25 Programme as detailed at Annex 2 to this Grant Funding Agreement.
- 1.6. The Parties confirm that it is their intention to be legally contractually bound by this Grant Funding Agreement.

## **2. DEFINITIONS AND INTERPRETATION**



2.1. Where they appear in these Conditions:

**ABEN 2022-25 Accommodation Standards** means the Appendix to the GM ABEN Framework entitled “A Bed Every Night Accommodation Standards”. This document sets out the minimum accommodation standards which must be met by the Recipient in relation to each of the 26 “core” units which the Recipient will provide under the Tameside ABEN 2022-25 Programme. A copy of the ABEN 2022-25 Accommodation Standards as at the date of this Grant Funding Agreement is attached at Appendix 7 of Annex 1 to this Grant Funding Agreement;

**ABEN 2022-25 Framework** means the “A Bed Every Night Assurance and Learning Framework 2022-25” setting out the key principles for the delivery of the ABEN 2022-25 Programme. A copy of the ABEN 2022-25 Framework as at the date of this Grant Funding Agreement is attached at Annex 1 to this Grant Funding Agreement;

**ABEN 2022-25 Monitoring KPIs** means the KPIs to be agreed between the Authority and the GM LAs and included at Appendix 10 of the ABEN 2022-25 Framework. This Appendix will provide details as to the KPIs which will be monitored for the ABEN 2022-25 Programme, the form in which each KPI is to be reported by the Recipient to the Authority and the reporting frequency for each KPI;

**ABEN 2022-25 Monitoring Requirements** means the general monitoring requirements set out at paragraph 7 of this Grant Funding Agreement, together with the detailed monitoring and evaluation requirements included at Appendix 10 of the ABEN 2022-25 Framework;

**ABEN 2022-25 Programme** means the programme described in the Report of Mayor Paul Dennett, Portfolio Lead for Housing, Homelessness and Infrastructure which was presented to the GMCA’s Leader’s Strategy Meeting of 1 February 2022 (the “**GM ABEN Report**”);

**Annex** means the annexes attached to these Conditions which form part of the Grant Funding Agreement;

**Authority Grant Manager** means Joseph Donohue or such other suitably qualified officer of the Authority who has been nominated by the Authority to be the single point of contact for the Recipient in relation to the Tameside ABEN 2022-25 Grant, and the Tameside CAS-3 2022-25 Grant;

**Authority Personal Data** means any Personal Data supplied for the purposes of, or in connection with, the Grant Funding Agreement by the Authority to the Recipient;

**Bribery Act** means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning this legislation;

**Commencement Date** means the date on which the Grant Funding Agreement comes into effect, being the 1 April 2022;

**Confidential Information** means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party’s personnel) whether before or after the date of the Grant Funding Agreement, including but not limited to:

- (a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:
  - (i) the business, affairs, customers, clients, suppliers or plans of the disclosing Party;and

- (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party; and
- (b) any information developed by the Parties in the course of delivering the Tameside ABEN 2022-25 Funded Activities, and/or the Tameside CAS-3 2022-25 Funded Activities;
- (c) the Authority Personal Data;
- (d) any information derived from any of the above.

Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of paragraph 11 of these Conditions;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information;

**Contracting Authority** means any contracting authority (other than the Authority) as defined in regulation 2 of the Public Contracts Regulations 2015 (as amended);

**Controller and Processor** take the meaning given in the UK GDPR;

**Change of Control** means the sale of all or substantially all the assets of a Party; any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a Party in one or more related transaction;

**Consents** includes any approval, authorisation, consent, exemption, licence, permit, permission or registration by or from any governmental or other authority or any person in relation to the delivery of the Tameside ABEN 2022-25 Programme, and/or the Tameside CAS-3 2022-25 Programme;

**Data Protection Legislation** means (i) the UK GDPR; (ii) the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy; and (iii) all applicable Law relating to the processing of Personal Data and privacy;

**De Minimis Regulation** means Commission Regulation (EU) 1407/2013;

**De Minimis State Aid** means State aid granted pursuant to the De Minimis Regulation;

**Domestic Law** means an applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation which replaces EU law as a consequence of the UK leaving the European Union;

**Duplicate Funding** means funding provided by a Third Party to the Recipient, which is for the same purpose for which the Tameside ABEN 2022-25 Grant was made, and/or for the same purpose for which the Tameside CAS-3 2022-25 Grant was made, but has not been declared to the Authority;

**EIR** means the Environmental Information Regulations 2004;

**Event of Default** means an event or circumstance set out in paragraph 25.1;

**Financial Year** means from 1 April to 31 March;

**FOIA** means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

**Funded Activities** means the Tameside ABEN 2022-25 Funded Activities, and the Tameside CAS-3 2022-25 Funded Activities;

**Funding Period** means

- (i) in relation to the Tameside ABEN 2022-25 Programme, the period from 1 April 2022 to the 31 March 2025; and
- (ii) in relation to the Tameside CAS-3 2022-25 Programme, the period from 1 July 2022 to the 30 June 2025;

**GM Area** means the area covered by the Authority, being the combined areas of the ten GM local authorities of Bolton Council, Bury Council, Manchester City Council, Oldham Council, Rochdale Council, Salford City Council, Stockport Council, Tameside Council, Trafford Council and Wigan Council;

**GM CAS-3 2022-25 Specification** means the service specification attached at Annex 2 to this Grant Funding Agreement;

**GM CAS-3 2022-25** means the delivery by the Authority within the GM Area during the period from 1 July 2022 to 30 June 2025 of the HMPPS Tier 3 Accommodation category of “Community Accommodation Service”. The “Community Accommodation Service” is intended to provide temporary accommodation to people leaving custody who would otherwise be homeless and have nowhere safe to stay upon release, either because they fall outside the range of eligibility criteria for statutory accommodation provided by Probation or Local Authority Services or because pre-release work is not completed to allow for statutory or other accommodation to be secured in time for release;

**Grant Claim** means each of a Tameside ABEN 2022-23 Grant Claim, a Tameside ABEN 2023-24 Grant Claim, a Tameside ABEN 2024-25 Grant Claim, a Tameside CAS-3 2022-23 Grant Claim, a Tameside CAS-3 2023-24 Grant Claim, and a Tameside CAS-3 2024-25 Grant Claim;

**Grant Funding Agreement** means these Conditions together with its annexes and schedules;

**Greater Manchester Probation Services (GMPS)** means the regional probation service for the GM Area, including the Homelessness Prevention Team (**HPT**) and the Community Probation Practitioner (**CPP**) whose respective roles in delivery of GM CAS-3 2022-25 are set out in the GM CAS-3 2022-25 Specification;

**GMPS Lead** means Jenny Hackett or such other suitably qualified officer of the GMPS who may be nominated by the GMPS from time to time to lead the delivery of GM CAS-3 2022-25 on behalf of the GMPS;

**Her Majesties Probation and Prison Services (HMPPS)** means, for the purpose of GM CAS-3 2022-25, the Reducing Reoffending Directorate within HMPPS, who are leading on the national CAS-3 programme for HMPPS and whose role in relation to the delivery of GM CAS-3 2022-25 is set out in the GM CAS-3 2022-25 Specification;

**HRA** means the Human Rights Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

**Ineligible Expenditure** means expenditure incurred by the Recipient which is not Eligible Expenditure and as set out in paragraph 5 of these Conditions;

**Information Acts** means the Data Protection Legislation, FOIA and the EIR, as amended from time to time;

**Intellectual Property Rights or IPRs** means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**IP Completion Day** has the meaning given to it in the European Union (Withdrawal) Act 2018;

**IPR Material** means all material produced by the Recipient or its Representatives in relation to the Funded Activities during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);

**Instalment Period** means the intervals set out in Annex 3 when the Authority will release

- (i) payment of the Tameside ABEN 2022-25 Grant to the Recipient during the Tameside ABEN 2022-25 Programme Period; and
- (ii) payment of the Tameside CAS-3 2022-25 Grant to the Recipient during the Tameside CAS-3 2022-25 Programme Period;

**Joint Controllers** means where two or more Controllers jointly determine the purposes and means of processing;

**Law** mean any applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

**Losses** means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **Loss** will be interpreted accordingly;

**Match Funding** means any contribution to the Funded Activities from a Third Party to the Recipient to meet the balance of the Eligible Expenditure not supported by the Tameside ABEN 2022-25 Grant, or the Tameside CAS-3 2022-25 Grant;

**MoJ Addendum** means the Addendum Memorandum of Understanding for Tier 3 Community Accommodation Services dated 24 November 2022 and entered into between the Secretary of State for Justice and the Authority and which set out the terms on which the MoJ Grant is made available to the Authority for delivery of GM CAS-3 2022-25.

**MoJ Grant** means the grant from the MoJ to the Authority detailed in the MoJ Addendum which confirms the allocation by MoJ to the Authority of grant funding for the delivery of GM CAS-3 2022-25 during the period from 1 July 2022 to 30 June 2025;

**Northern Ireland Protocol** means the Protocol on Ireland/Northern Ireland in the EU withdrawal agreement;

**Party** means the Authority or Grant Recipient and **Parties** shall be each Party together;

**Personal Data** has the meaning given to it in the Data Protection Legislation as amended from time to time;

**Procurement Regulations** means the Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Defence Security Public Contracts Regulations 2011 and the Utilities and Contracts Regulations 2016 together with their amendments, updates and replacements from time to time;

**Prohibited Act** means:

- (a) directly or indirectly offering, giving or agreeing to give to any servant of the Authority any gift or consideration of any kind as an inducement or reward for:
  - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Funding Agreement; or
  - (ii) showing or not showing favour or disfavour to any person in relation to the Funding Agreement;
- (b) committing any offence:
  - (iii) under the Bribery Act;
  - (iv) under legislation creating offences in respect of fraudulent acts; or
  - (v) at common law in respect of fraudulent acts in relation to the Funding Agreement; or
- (c) defrauding or attempting to defraud or conspiring to defraud the Authority;

**Publication** means any announcement, comment or publication of any publicity material by the Recipient concerning or the Authority, or

- (i) the Tameside ABEN 2022-25 Funded Activities; or
- (ii) the Tameside CAS-3 2022-25 Funded Activities;

**Remedial Action Plan** means the plan of action submitted by the Recipient to the Authority following an Event of Default pursuant to the Rectification Plan process set out in paragraphs 25.4;

**Representatives** means any of the Parties' duly authorised directors, employees, officers, agents, professional advisors and consultants;

**Special Payments** means ex gratia expenditure by the Recipient to a third party where no legal obligations exists for the payment and/or other extra-contractual expenditure. Special Payments may include, but is not limited to, out-of-court settlements, compensation or additional;

**State Aid Law** means the law embodied in Articles 107- 109 of the Treaty on the Functioning of the European Union and any related legislation adopted by the Council, European Parliament and/or the Commission (including implementing legislation) decisions and communications to the extent it applied or continues to apply at any time in the United Kingdom;

**Subsidy**: means a financial benefit which is subject to the Subsidy Control Rules or the Subsidy Control Act;

**Subsidy Control Act**: means the Subsidy Control Act 2022 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**Subsidy Control Law**: means the Subsidy Control Rules and the Subsidy Control Act.

**Subsidy Control Rules:** means State Aid Law, Articles 363 to 375 of the Trade and Cooperation Agreement, the World Trade Organisation Agreement on Subsidies and Countervailing Measures, Article 2 of the World Trade Organisation Agreement on Trade-Related Investment Measures and any and all applicable subsidy control rules under any current Free Trade Agreements between the United Kingdom and another state.

**Tameside ABEN 2022-23 Eligible Expenditure** means the expenditure incurred by the Recipient during the Tameside ABEN 2022-23 Programme Period for the purposes of delivering the Tameside ABEN 2022-23 Funded Activities, which comply in all respects with the eligibility rules set out in paragraph 5 of these Conditions;

**Tameside ABEN 2023-24 Eligible Expenditure** means the expenditure incurred by the Recipient during the Tameside ABEN 2023-24 Programme Period for the purposes of delivering the Tameside ABEN 2023-24 Funded Activities, which comply in all respects with the eligibility rules set out in paragraph 5 of these Conditions;

**Tameside ABEN 2024-25 Eligible Expenditure** means the expenditure incurred by the Recipient during the Tameside ABEN 2024-25 Programme Period for the purposes of delivering the Tameside ABEN 2024-25 Funded Activities, which comply in all respects with the eligibility rules set out in paragraph 5 of these Conditions;

**Tameside ABEN 2022-25 Eligible Expenditure** means the expenditure incurred by the Recipient during the Tameside ABEN 2022-25 Programme Period for the purpose of delivering the Tameside ABEN 2022-25 Funded Activities, which comply in all respects with the eligibility rules set out in paragraph 5 of these Conditions;

**Tameside ABEN 2022-23 Funded Activities** means the delivery by the Recipient during the Tameside ABEN 2022-23 Programme Period of a minimum of 26 core units per night which meet the ABEN 2022-25 Accommodation Standards and which are provided in accordance with the ABEN 2022-25 Framework.

**Tameside ABEN 2023-24 Funded Activities** means the delivery by the Recipient during the Tameside ABEN 2023-24 Programme Period of a minimum of 26 core units per night which meet the ABEN 2022-25 Accommodation Standards and which are provided in accordance with the ABEN 2022-25 Framework.

**Tameside ABEN 2024-25 Funded Activities** means the delivery by the Recipient during the Tameside ABEN 2024-25 Programme Period of a minimum of 26 core units per night which meet the ABEN 2022-25 Accommodation Standards and which are provided in accordance with the ABEN 2022-25 Framework.

**Tameside ABEN 2022-25 Funded Activities** means the delivery by the Recipient during the Tameside ABEN 2022-25 Programme Period of a minimum of 26 core units per night which meet the ABEN 2022-25 Accommodation Standards and which are provided in accordance with the ABEN 2022-25 Framework.

**Tameside ABEN 2022-25 Grant** means the total sum or sums the Authority will pay to the Recipient during the Tameside ABEN 2022-25 Programme Period in accordance with paragraph 4 and subject to the provisions set out at paragraph 25.

**Tameside ABEN 2022-23 Grant Claim** means the payment request by the Recipient to the Authority for payment of the Tameside ABEN 2022-23 Grant;

**Tameside ABEN 2023-24 Grant Claim** means the payment request by the Recipient to the Authority for payment of the Tameside Confirmed ABEN 2023-24 Grant;

**Tameside ABEN 2024-25 Grant Claim** means the payment request by the Recipient to the Authority for payment of the Tameside Confirmed ABEN 2024-25 Grant;

**Tameside ABEN 2022-25 Lead** means Vanessa Rothwell, or such other suitably qualified officer of the Recipient who may be nominated by the Recipient from time to time to lead in the delivery of the Tameside ABEN 2022-25 Programme by the Recipient;

**Tameside ABEN 2022-23 Maximum Sum** means Two Hundred and Eighty-Six Thousand Pounds (£286,000), being the maximum amount of the Tameside ABEN 2022-23 Grant the Authority will provide to the Recipient for the Tameside ABEN 2022-23 Funded Activities;

**Tameside ABEN 2023-24 Maximum Sum** means the maximum amount of the Tameside Confirmed ABEN 2023-24 Grant the Authority will provide to the Recipient for the Tameside 2023-24 Funded Activities;

**Tameside ABEN 2024-25 Maximum Sum** means the maximum amount of the Tameside Confirmed ABEN 2024-25 Grant the Authority will provide to the Recipient for the Tameside 2024-25 Funded Activities;

**Tameside ABEN 2022-23 Programme** means the delivery by the Recipient during the Tameside ABEN 2022-23 Programme Period of the Tameside ABEN 2022-23 Funded Activities.

**Tameside ABEN 2023-24 Programme** means the delivery by the Recipient during the Tameside ABEN 2023-24 Programme Period of the Tameside ABEN 2023-24 Funded Activities.

**Tameside ABEN 2024-25 Programme** means the delivery by the Recipient during the Tameside ABEN 2024-25 Programme Period of the Tameside ABEN 2024-25 Funded Activities.

**Tameside ABEN 2022-25 Programme** means the delivery by the Recipient during the Tameside ABEN 2022-25 Programme Period of the Tameside ABEN 2022-25 Funded Activities.

**Tameside ABEN 2022-23 Programme Period** means the period of 12 months beginning on 1 April 2022 and ending on 31 March 2023.

**Tameside ABEN 2023-24 Programme Period** means the period of 12 months beginning on 1 April 2023 and ending on 31 March 2024.

**Tameside ABEN 2024-25 Programme Period** means the period of 12 months beginning on 1 April 2024 and ending on 31 March 2025.

**Tameside ABEN 2022-25 Programme Period** means the period of 36 months beginning on 1 April 2022 and ending on 31 March 2025.

**Tameside CAS-3 2022-25 Accommodation Provider** means Cromwood Limited, a company registered in England and Wales under company number 04512289 and whose registered office is at 14 Clifton Gardens, London N15 6AP.

**Tameside CAS-3 2022-25 Accommodation Units** means the 9 units of accommodation, located within the Recipient's Local Authority Area which will be made available by the Tameside CAS-3 2022-25 Accommodation Provider for occupation by Tameside CAS-3 2022-25 Residents during the Tameside CAS-3 2022-25 Programme Period in accordance with GM CAS-3 2022-25 Specification and the MoJ Addendum.

**Tameside CAS-3 2022-25 Data Sharing Agreement** means the data sharing agreement entered into on 5 August 2022 between (1) the Recipient (2) GMPS (3) the Tameside CAS-3 2022-25 Accommodation Provider and (4) the Tameside CAS-3 2022-25 Support Services Provider which sets out the respective obligations of the parties to the data sharing agreement in relation to the Personal Data that will be processed for the purpose of the delivery of the Tameside CAS-3 2022-25 Programme.

**Tameside CAS-3 2022-23 Eligible Expenditure** means the expenditure incurred by the Recipient during the Tameside CAS-3 2022-23 Programme Period for the purposes of delivering the Tameside CAS-3 2022-23 Funded Activities, which complies in all respects with the eligibility rules set out in paragraph 5 of these Conditions and the requirements of the MoJ Addendum;

**Tameside CAS-3 2023-24 Eligible Expenditure** means the expenditure incurred by the Recipient during the Tameside CAS-3 2023-24 Programme Period for the purposes of delivering the Tameside CAS-3 2023-24 Funded Activities, which complies in all respects with the eligibility rules set out in paragraph 5 of these Conditions and the requirements of the MoJ Addendum;

**Tameside CAS-3 2024-25 Eligible Expenditure** means the expenditure incurred by the Recipient during the Tameside CAS-3 2024-25 Programme Period for the purposes of delivering the Tameside CAS-3 2024-25 Funded Activities, which complies in all respects with the eligibility rules set out in paragraph 5 of these Conditions and the requirements of the MoJ Addendum;

**Tameside CAS-3 2022-25 Eligible Expenditure** means the expenditure incurred by the Recipient during the Tameside CAS-3 2022-25 Programme Period for the purposes of delivering the Tameside CAS-3 2022-25 Funded Activities, which complies in all respects with the eligibility rules set out in paragraph 5 of these Conditions and the requirements of the MoJ Addendum;

**Tameside CAS-3 2022-23 Funded Activities** means the delivery by the Recipient during the Tameside CAS-3 2022-23 Programme Period of the required number of Tameside CAS-3 2022-25 Accommodation Units and the Tameside CAS-3 2022-25 Support Services which meet the requirements of the GM CAS-3 2022-25 Specification and the requirements of the MoJ Addendum;

**Tameside CAS-3 2023-24 Funded Activities** means the delivery by the Recipient during the Tameside CAS-3 2023-24 Programme Period of the required number of Tameside CAS-3 2022-25 Accommodation Units and the Tameside CAS-3 2022-25 Support Services which meet the requirements of the GM CAS-3 2022-25 Specification and the requirements of the MoJ Addendum;

**Tameside CAS-3 2024-25 Funded Activities** means the delivery by the Recipient during the Tameside CAS-3 2024-25 Programme Period of the required number of Tameside CAS-3 2022-25 Accommodation Units and the Tameside CAS-3 2022-25 Support Services which meet the requirements of the GM CAS-3 2022-25 Specification and the requirements of the MoJ Addendum;

**Tameside CAS-3 2022-25 Funded Activities** means the delivery by the Recipient during the Tameside CAS-3 2022-25 Programme Period of the required number of Tameside CAS-3 2022-25 Accommodation Units and the Tameside CAS-3 2022-25 Support Services which meet the requirements of the GM CAS-3 2022-25 Specification and the requirements of the MoJ Addendum;

**Tameside CAS-3 2022-23 Grant** means the sum or sums the Authority will pay to the Recipient in accordance with paragraph 4 and subject to the provisions set out at paragraph 25.



**Tameside CAS-3 2022-25 Grant** means the total sum or sums the Authority will pay to the Recipient during the Tameside CAS-3 2022-25 Programme Period in accordance with paragraph 4 and subject to the provisions set out at paragraph 25.

**Tameside CAS-3 2022-23 Grant Claim** means the payment request by the Recipient to the Authority for payment of the Tameside CAS-3 2022-23 Grant;

**Tameside CAS-3 2023-24 Grant Claim** means the payment request by the Recipient to the Authority for payment of the Tameside Confirmed CAS-3 2023-24 Grant;

**Tameside CAS-3 2024-25 Grant Claim** means the payment request by the Recipient to the Authority for payment of the Tameside Confirmed CAS-3 2024-25 Grant;

**Tameside CAS-3 2022-23 Maximum Sum** means One Hundred and Ninety Seven Thousand, Eight Hundred and Twenty-Seven Pounds and Fifty Six Pence (£197,827.56), being the maximum amount of the Tameside CAS-3 2022-23 Grant the Authority will provide to the Recipient for the Tameside CAS-3 2022-23 Funded Activities;

**Tameside CAS-3 2023-24 Maximum Sum** means the maximum amount of the Tameside Confirmed CAS-3 2023-24 Grant the Authority has indicated that it will provide to the Recipient for the Tameside CAS-3 2023-24 Funded Activities;

**Tameside CAS-3 2024-25 Maximum Sum** means the maximum amount of the Tameside CAS-3 2024-25 Grant the Authority has indicated that it will provide to the Recipient for the Tameside CAS-3 2024-25 Funded Activities;

**Tameside CAS-3 2022-25 Monitoring Requirements** means the general monitoring requirements set out at paragraph 7 of this Grant Funding Agreement, together with the detailed monitoring and evaluation requirements set out in the MoJ Addendum and the Tameside CAS-3 2022-25 Data Sharing Agreement;

**Tameside CAS-3 2022-25 Lead** means Vanessa Rothwell, or such other suitably qualified officer of the Recipient who may be nominated by the Recipient from time to time to lead in the delivery of the Tameside CAS-3 2022-25 Programme by the Recipient;

**Tameside CAS-3 2022-25 Programme** means the delivery by the Recipient during the Tameside CAS-3 2022-25 Programme Period of the required number of Tameside CAS-3 2022-25 Accommodation Units and the Tameside CAS-3 2022-25 Support Services in accordance with the requirements of the GM CAS-3 2022-5 Specification and the MoJ Addendum;

**Tameside CAS-3 2022-23 Programme Period** means the period of 12 months beginning on the 1 July 2022 and ending on the 30 June 2023;

**Tameside CAS-3 2023-24 Programme Period** means the period of 12 months beginning on the 1 July 2023 and ending on the June 2024;

**Tameside CAS-3 2024-25 Programme Period** means the period of 12 months beginning on the 1 July 2024 and ending on the 30 June 2025;

**Tameside CAS-3 2022-25 Programme Period** means the period of 36 months beginning on the 1 July 2022 and ending on the 30 June 2025;

**Tameside CAS-3 2022-25 Resident** means a person on probation residing in a Tameside CAS-3 2022-25 Accommodation Unit during the Tameside CAS-3 2022-25 Programme Period;

**Tameside CAS-3 2022-25 Support Services** means the support services to be provided to the Tameside CAS-3 2022-25 Residents during the Tameside CAS-3 2022-25 Programme Period in accordance with the requirements of the GM CAS-3 2022-25 Specification and the MoJ Addendum;

**Tameside CAS-3 2022-25 Support Services Provider** means Tameside Metropolitan Borough Council's Safety and Homelessness Service.

**Tameside Confirmed ABEN 2023-24 Grant** means either the Tameside Sustained ABEN 2023-24 Grant, or the Tameside Tapering ABEN 2023-24, or such other sum, as confirmed in writing by the Authority to the Recipient as soon as reasonably practicable following the approval of the relevant GMCA annual budget by GMCA Committee.

**Tameside Confirmed ABEN 2024-25 Grant** means either the Tameside Sustained ABEN 2024-25 Grant or the Tameside Tapering ABEN 2024-25, or such other sum, as confirmed in writing by the Authority to the Recipient as soon as reasonably practicable following the approval of the relevant GMCA annual budget by GMCA Committee.

**Tameside Confirmed CAS-3 2023-24 Grant** means the sum or sums the Authority will pay to the Recipient in accordance with paragraph 4 and subject to the provisions set out at paragraph 25.

**Tameside Confirmed CAS-3 2024-25 Grant** means the sum or sums the Authority will pay to the Recipient in accordance with paragraph 4 and subject to the provisions set out at paragraph 25.

**Tameside LA Area** means the Recipient's Local Authority Area;

**Tameside Sustained ABEN 2023-24 Indicative Grant** means the sum of £260,000;

**Tameside Sustained ABEN 2024-25 Indicative Grant** means the sum of £260,000;

**Tameside Tapering ABEN 2023-24 Indicative Grant** means the sum of £250,000;

**Tameside Tapering ABEN 2024-25 Indicative Grant** means the sum of £227,760;

**Third Party** means any person or organisation other than the Recipient or the Authority;

**Trade and Cooperation Agreement** means the Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain and Northern Ireland, of the other part (as that agreement is modified or supplemented from time to time in accordance with any provision of it or of any other future relationship agreement);

**UK General Data Protection Regulation and UK GDPR** has the meaning given to it in section 3 (10) (as supplemented by section 205(4)) of the Data Protection Act 2018;

**Unspent Monies** means any monies paid to the Recipient

- (i) in advance of Tameside ABEN 2022-25 Eligible Expenditure which remains unspent and uncommitted at the end of the Tameside ABEN 2022-25 Programme Period or because of termination or breach of these Conditions; or
- (ii) in advance of Tameside CAS-3 2022-25 Eligible Expenditure which remains unspent and uncommitted at the end of the Tameside CAS-3 2022-25 Programme Period or because of termination or breach of these Conditions;

**VAT** means value added tax chargeable in the UK;

**Working Day** means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday.

2.2. In these Conditions, unless the context otherwise requires:

- (1) the singular includes the plural and vice versa;
- (2) reference to a gender includes the other gender and the neuter;
- (3) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity;
- (4) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (5) any reference in these Conditions which immediately before IP Completion Day was a reference to (as it has effect from time to time):
  - (i) any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area (“**EEA**”) agreement (“**EU References**”) which forms part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
  - (ii) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred;
- (6) the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";
- (7) references to “writing” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;
- (8) references to “representations” will be construed as references to present facts, to “warranties” as references to present and future facts and to “undertakings” as references to obligations under the Grant Funding Agreement;
- (9) references to “paragraphs” and “Annexes” are, unless otherwise provided, references to the paragraphs and annexes of these Conditions and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear; and
- (10) the headings in these Conditions are for ease of reference only and will not affect the interpretation or construction of these Conditions.

- 2.3 Where there is any conflict between the documents that make up this Grant Funding Agreement the conflict shall be resolved in accordance with the following order of precedence:
- 2.3.1. the Conditions set out within this Grant Funding Agreement;
  - 2.3.2. Annex 1 in relation to the Tameside ABEN 2022-25 Programme;
  - 2.3.3. Annex 2 in relation to the Tameside CAS-3 2022-25 Programme;
  - 2.3.4. Annexes 3 to 7 inclusive.

## **CONDITIONS**

### **3. DURATION AND PURPOSE OF THE GRANT**

- 3.1. The Recipient will comply with the obligations in relation to the duration and purpose of the Grant set out at Annex 7 to this Grant Funding Agreement.

### **4. PAYMENT OF GRANT**

- 4.1 The Recipient will comply with the obligations in relation to the payment of Grant set out at Annex 3 to this Grant Funding Agreement.

### **5. ELIGIBLE AND INELIGIBLE EXPENDITURE**

- 5.1. The Authority will only pay the Tameside ABEN 2022-25 Grant to the Recipient in respect of Eligible Expenditure incurred by the Recipient to deliver the Tameside ABEN 2022-25 Funded Activities and the Recipient will use the Tameside ABEN 2022-25 Grant solely for delivery of the Tameside ABEN 2022-25 Funded Activities (as set out in Annex 1 of these Conditions).
- 5.2. The Authority will only pay the Tameside CAS-3 2022-25 Grant to the Recipient in respect of Eligible Expenditure incurred by the Recipient to deliver the Tameside CAS-3 2022-25 Funded Activities and the Recipient will use the Tameside CAS-3 2022-25 Grant solely for delivery of the Tameside CAS-3 2022-25 Funded Activities (as set out in Annex 2 of these Conditions).
- 5.3 The Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure: The list below does not override activities which are deemed eligible in these Conditions:
- 5.3.1 input VAT reclaimable by the grant recipient from HMRC;
  - 5.3.2 payments for activities of a political or exclusively religious nature;
- 5.4 Other examples of expenditure, which are prohibited, include the following:
- 5.4.1 contributions in kind;
  - 5.4.2 interest payments or service charge payments for finance leases;
  - 5.4.3 gifts;
  - 5.4.4 statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
  - 5.4.5 payments for works or activities which the Recipient has a statutory duty to undertake, or that are fully funded by other sources;
  - 5.4.6 bad debts to related parties;
  - 5.4.7 payments for unfair dismissal or other compensation;

- 5.4.8 depreciation, amortisation or impairment of assets owned by the Recipient;
- 5.4.9 the acquisition or improvement of assets by the Recipient; and
- 5.4.10 liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by the Authority.

## **6 ANNUAL GRANT REVIEW**

- 6.1 The Authority will review the Tameside ABEN 2022-25 Grant, and the Tameside CAS-3 2022-25 Grant annually. The Authority will take into account the Recipient's delivery of the Tameside ABEN 2022-25 Funded Activities, and the Tameside CAS-3 2022-25 Funded Activities against the agreed outputs set out in Annex 5 of these Conditions by the Recipient in accordance with paragraph 6.2 of these Conditions.
- 6.2 Each annual review may result in the Authority deciding that (for example a non-exclusive list includes):
  - 6.2.1 the Tameside ABEN 2022-25 Funded Activities and the Tameside CAS-3 2022-25 Funded Activities should continue in line with existing plans;
  - 6.2.2 the outputs for the Tameside ABEN 2022-25 Funded Activities and/or the Tameside CAS-3 2022-25 Funded Activities should be re-defined and agreed;
  - 6.2.3 the Recipient should provide the Authority with a draft Remedial Action Plan setting out the steps the Recipient will take to improve delivery of the Tameside ABEN 2022-25 Funded Activities and/or the Recipient should provide the Authority with a draft Remedial Action Plan setting out the steps the Recipient will take to improve delivery of the Tameside CAS-3 2022-25 Funded Activities;
  - 6.2.4 the Authority should recover any Unspent Monies;
  - 6.2.5 the Tameside ABEN 2022-25 Grant, and/or the Tameside GM CAS-3 2022-25 Grant, be terminated in accordance with paragraph 25.11 of these Conditions.
- 6.3 If the Recipient is required to submit a draft Remedial Action Plan in accordance with paragraph 6.2.3 the Remedial Action Plan process set out in paragraph 25.4 to 25.10 shall apply.
- 6.4 The Recipient may make representations to the Authority regarding the Authority's decision made in accordance with paragraph 6.2. The Authority is not however obliged to take such representations into account when making its decision as any such decision will be final and at the Authority's absolute discretion.

## **7. MONITORING AND REPORTING**

- 7.1. The Recipient shall closely monitor the delivery and success of the Tameside ABEN 2022-25 Funded Activities throughout the Tameside ABEN 2022-25 Funding Period to ensure that the aims and objectives of the Tameside ABEN 2022-25 Funded Activities are achieved. The Recipient shall closely monitor the delivery and success of the Tameside CAS-3 2022-25 Funded Activities throughout the Tameside CAS-3 2022-25 Funding Period to ensure that the aims and objectives of the Tameside CAS-3 2022-25 Funded Activities are achieved.
- 7.2. The Recipient shall provide the Authority with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Authority may require, from time to time, so the Authority may establish if the Recipient has used the Tameside ABEN

2022-25 Grant, and the Tameside CAS-3 2022-25 Grant in accordance with the Grant Funding Agreement.

- 7.3. The Recipient shall also provide the Authority with reports at intervals to be determined by the Authority on:
- 7.3.1. the progress made towards achieving the agreed outputs and the defined longer term outcomes in relation to the Tameside ABEN 2022-25 Programme set out in Annex 1 of these Conditions.
  - 7.3.2. the progress made towards achieving the agreed outputs and the defined longer term outcomes in relation to the Tameside CAS-3 2022-25 Programme set out in Annex 2 of these Conditions.
- 7.4 The Recipient must complete the GM ABEN 2022-25 Monitoring Reports in relation to the Recipient's delivery of the Tameside ABEN 2022-25 Programme as set out in Annex 1 of these Conditions. The Recipient must return its completed GM ABEN 2022-25 Monitoring Reports to the Authority as set out in Annex 1 of these Conditions.
- 7.5 The Recipient must complete the GM CAS-3 Monitoring Reports in relation to the Recipient's delivery of the Tameside CAS-3 2022-25 Programme as set out in Annex 2 of these Conditions. The Recipient must return its completed GM CAS-3 2022-25 Monitoring Reports to the GMPS as set out in Annex 2 to these Conditions. The Recipient must comply with its obligations under the Tameside CAS-3 2022-25 Data Sharing Agreement in relation to the processing of Personal Data for the purpose of the delivery of the Tameside CAS-3 2022-25 Programme.
- 7.6 The Recipient will permit any person authorised by the Authority reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of its obligations under the Grant Funding Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period.
- 7.7 The Recipient will record in its financial reports the amount of Match Funding it receives together with details of what it has used that Match Funding for.
- 7.8 The Recipient will notify the Authority as soon as reasonably practicable of:
- 7.8.1 any actual or potential failure to comply with any of its obligations under the Grant Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties; and
  - 7.8.2 actual or potential variations to the Tameside ABEN 2022-25 Eligible Expenditure and/or any event which materially affects the continued accuracy of such information; and
  - 7.8.3 actual or potential variations to the Tameside GM CAS-3 2022-25 Eligible Expenditure and/or any event which materially affects the continued accuracy of such information.
- 7.9 The Recipient represents and undertakes (and shall repeat such representations on delivery of its reports pursuant to paragraphs 7.4 and 7.5):
- 7.9.1 that the reports and information it gives pursuant to this paragraph 7 are accurate;
  - 7.9.2 that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and
  - 7.9.3 that any data it provided pursuant to an application for the Tameside ABEN 2022-25 Grant, or the Tameside CAS-3 2022-25 Grant may be shared within the powers

conferred by legislation with other organisations for the purpose of preventing or detecting crime.

## **8. AUDITING AND ASSURANCE**

- 8.1. Within six months of the end of each Financial Year the Recipient will provide the Authority with independent assurance that the Tameside ABEN 2022-25 Grant has been used for delivery of the Tameside ABEN 2022-25 Funded Activities, and that the Tameside GM CAS-3 2022-25 Grant has been used for the delivery of the Tameside GM CAS-3 2022-25 Funded Activities. To satisfy this requirement the Recipient will provide annual accounts audited by an independent and appropriately qualified auditor where the Tameside ABEN 2022-25 Grant and the Tameside GM CAS-3 2022-25 Grant are clearly segregated from other funds.
- 8.2. The Authority may, at any time during and up to 6 years after the end of the Grant Funding Agreement, conduct additional audits or ascertain additional information where the Authority considers it necessary. The Recipient agrees to grant the Authority or its Representatives access, as required, to all Tameside ABEN 2022-25 Funded Activities sites and relevant records, and all Tameside CAS-3 2022-25 Funded Activities sites and relevant records. The Recipient will ensure that necessary information and access rights are explicitly included within all arrangements with sub-contractors.
- 8.3. If the Authority requires further information, explanations and documents, in order for the Authority to establish that the Tameside ABEN 2022-25 Grant, or the Tameside GM CAS-3 2022-25 Grant has been used properly in accordance with the Grant Funding Agreement, the Recipient will, within 5 Working Days of a request by the Authority, provide the Authority, free of charge, with the requested information.
- 8.4. The Recipient shall:
  - 8.4.1. nominate an independent auditor to verify the final statement of expenditure and income submitted to the Authority;
  - 8.4.2. identify separately the value and purpose of the Tameside ABEN 2022-25 Grant Funding, and the Tameside GM CAS-3 2022-25 Grant Funding in its audited accounts and its annual report; and
  - 8.4.3. maintain a record of internal financial controls and procedures and provide the Authority with a copy if requested.
- 8.5. The Recipient shall retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Tameside ABEN 2022-25 Eligible Expenditure, and the Tameside GM CAS-3 Eligible Expenditure during the relevant Funding Period for a period of 6 years from the date on which the relevant Funding Period ends.
- 8.6. The Recipient shall ensure that all its sub-contractors retain each record, item of data and document relating to the Tameside ABEN 2022-25 Funded Activities, and the Tameside CAS-3 2022-25 Funded Activities for a period of 6 years from the date on which the relevant Funding Period ends.
- 8.7. The Recipient will promptly provide revised forecasts of income and expenditure in relation to the Tameside ABEN 2022-25 Funded Activities, and/or the Tameside CAS-3 2022-25 Funded Activities at the request of the Authority.

## **9. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY**

- 9.1. The Recipient will at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act.
- 9.2. The Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Tameside ABEN 2022-25 Grant, and the Tameside CAS-3 2022-25 Grant. The Recipient shall require that the internal/external auditors report on the adequacy or otherwise of that system.
- 9.3. All cases of fraud or theft (whether proven or suspected) relating to the Tameside ABEN 2022-25 Funded Activities, or the Tameside CAS-3 2022-25 Funded Activities must be notified to the Authority as soon as they are identified. The Recipient shall explain to the Authority what steps are being taken to investigate the irregularity and shall keep the Authority informed about the progress of any such investigation. The Authority may however request that the matter is referred (which the Recipient is obliged to carry out) to external auditors or other Third Party as required.
- 9.4. The Authority will have the right, at its absolute discretion, to insist that the Recipient address any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Tameside ABEN 2022-25 Grant and/or the Tameside CAS-3 2022-25 Grant to the Recipient. Any grounds for suspecting financial irregularity includes what the Recipient, acting with due care, should have suspected as well as what it actually proven.
- 9.5. The Recipient agrees and accepts that it may become ineligible for Tameside ABEN 2022-25 Grant support, and/or Tameside CAS-3 2022-25 Grant support, and may be required to repay all or part of the Tameside ABEN 2022-25 Grant, and/or the Tameside CAS-3 2022-25 Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of Her Majesty's Revenue and Customs.
- 9.6. For the purposes of paragraph 9.4 "financial irregularity" includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Tameside ABEN 2022-25 Grant, and/or the Tameside CAS-3 2022-25 Grant for any purpose other than those stipulated in the Grant Funding Agreement. The Recipient may be required to provide statements and evidence to the Authority or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.

## **10. CONFLICTS OF INTEREST**

- 10.1. Neither the Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Grant Funding Agreement.
- 10.2. The Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

## **11. CONFIDENTIALITY**

- 11.1. Except to the extent set out in this paragraph 11 or where disclosure is expressly permitted, the Recipient shall treat all Confidential Information belonging to the Authority as confidential and shall not disclose any Confidential Information belonging to the Authority to any other person without the prior written consent of the Authority, except to such persons who are directly involved in the provision of the Tameside ABEN 2022-25 Funded Activities, or the Tameside CAS-3 2022-25 Funded Activities and who need to know the information.



- 11.2. The Recipient gives its consent for the Authority to publish the Grant Funding Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the Authority or the Recipient redacted), including from time to time agreed changes to the Grant Funding Agreement.
- 11.3. Nothing in this paragraph 11 shall prevent the Authority disclosing any Confidential Information obtained from the Recipient:
  - 11.3.1. for the purpose of the examination and certification of the Authority's accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; or
  - 11.3.2. to any government department, consultant, contractor or other person engaged by the Authority, provided that in disclosing information under the Authority only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate;
  - 11.3.3. where disclosure is required by Law, including under the Information Acts.
- 11.4. Nothing in this paragraph 11 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Grant Funding Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

## **12. TRANSPARENCY**

- 12.1. The Authority and the Recipient acknowledge that, except for any information, which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Grant Funding Agreement is not confidential.

## **13. STATUTORY DUTIES**

- 13.1. The Recipient agrees to adhere to its obligations under the Law including but not limited to the Information Acts and the HRA.
- 13.2. Where requested by the Authority, the Recipient will provide reasonable assistance and cooperation to enable the Authority to comply with its information disclosure obligations under the Information Acts. Where requested by the Recipient, the Authority will provide reasonable assistance and cooperation to enable the Recipient to comply with its information disclosure obligations under the Information Act.
- 13.3. On request from the Authority, the Recipient will provide the Authority with all such relevant documents and information relating to the Recipient's data protection policies and procedures as the Authority may reasonably require.
- 13.4. The Recipient acknowledges that the Authority, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Recipient and the Grant Funding Agreement without consulting the Recipient.
- 13.5. The Authority will take reasonable steps to notify the Recipient of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Grant Funding Agreement, the Authority will be responsible for determining

in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

## **14. DATA PROTECTION AND PUBLIC PROCUREMENT**

### **Data Protection**

- 14.1. The Recipient and the Authority will comply at all times with its respective obligations under Data Protection Legislation.
- 14.2. The Parties agree that for the purposes of the Data Protection Legislation in relation to the Tameside ABEN 2022-25 Programme the Recipient is a Joint Controller and the Authority is a Joint Controller unless otherwise specified in Annex 6 of these Conditions. The Parties agree that for the purpose of the Data Protection Legislation in relation to the Tameside GM CAS-3 Programme, the GMPS is a Joint Controller and the Recipient is a Joint Controller, and the Tameside Accommodation Provider is a Data Processor and the Tameside Support Services Provider is a Data Processor as set out in the Tameside CAS-3 2022-25 Data Sharing Agreement.
- 14.3. The Recipient agrees that it is the Controller of any Personal Data processed by it pursuant to the Tameside ABEN 2022-25 Funded Activities and shall comply with the provisions set out in this paragraph 14 and Part 3 of Annex 6. The Recipient agrees that it is the Controller of any Personal Data processed by it pursuant to the Tameside CAS-3 2022-25 Funded Activities and shall comply with the provisions set out in the Tameside CAS-3 2022-25 Data Sharing Agreement.
- 14.4. To the extent that the Recipient and the Authority share any Personal Data for the purposes of this Grant Funding Agreement, the Parties accept that they are each a separate independent Controller in respect of such Personal Data. Each Party:
- (i) shall comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data;
  - (ii) will be individually and separately responsible for its own compliance; and
  - (iii) do not and will not Process any Personal Data as Joint Controllers.
- 14.5. Each Party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

### **Public Procurement**

- 14.6. The Recipient will ensure that any of its Representatives involved in the Funded Activities will, adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Grant.
- 14.7. Where the Recipient is a Contracting Authority within the meaning of the Procurement Regulations the Grant Recipient will comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with the Grant Funding Agreement and the

Authority shall not be liable for the Recipient's failure to comply with its obligations under the Procurement Regulations.

## **15. SUBSIDY CONTROL**

- 15.1. The Recipient will ensure that delivery of the Funded Activities does not put the Authority in breach of the UK's international obligations in respect of subsidies.
- 15.2. The Recipient will maintain appropriate records of compliance with the relevant subsidy control regime and will take all reasonable steps to assist the Authority to comply with the same and respond to any proceedings or investigation(s) into the Funded Activities by any relevant court or tribunal of relevant jurisdiction or regulatory body.
- 15.3. The Recipient acknowledges and represents that the Tameside ABEN 2022-25 Grant, and the Tameside CAS-3 2022-25 Grant are being awarded on the basis that the Funded Activities being undertaken using the Tameside ABEN 2022-25 Grant, and the Tameside CAS-3 2022-25 Grant do not affect trade in goods and wholesale electricity between Northern Ireland and the European Union and shall ensure that the Tameside ABEN 2022-25 Grant, and the Tameside CAS-3 2022-25 Grant are not used in way that affects any such trade.
- 15.4. The Recipient acknowledges and accepts that the Tameside ABEN 2022-25 Grant, and the Tameside CAS-3 2022-25 Grant are awarded on the basis that the Funded Activities being undertaken using the Tameside ABEN 2022-25 Grant, and the Tameside CAS-3 2022-25 Grant are, and will remain, non-economic activities. The Recipient shall ensure that measures are taken (where necessary), and maintained, to ensure that the Tameside ABEN 2022-25 Grant, and the Tameside CAS-3 2022-25 Grant are not used to cross-subsidise any economic activity.

## **16. INTELLECTUAL PROPERTY RIGHTS**

- 16.1. Intellectual Property in all IPR Material will be the property of the Recipient. Other than as expressly set out in these Conditions, neither Party will have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 16.2. The Recipient grants to the Authority a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting the Funded Activities and other projects.
- 16.3. Ownership of Third Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.
- 16.4. The Recipient must ensure that they have obtained the relevant agreement from the Third Party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any Third Party software and other IPR. The Recipient will be responsible for obtaining and maintaining all appropriate licences to use the Third Party software.

## **17. ENVIRONMENTAL REQUIREMENTS**

- 17.1. The Recipient shall perform the Funded Activities in accordance with the Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release

of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

- 17.2. The Recipient shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Funded Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.
- 17.3. The Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Authority shall be notified in advance of their use. The Recipient shall endeavour to reduce fuel emissions wherever possible.

## **18. INSURANCE**

- 18.1. The Recipient will during the term of the Funding Period and for 6 years after termination or expiry of these Conditions, ensure that it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims under the Grant Funding Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Funded Activities or the Grant Funding Agreement.
- 18.2. The Recipient will upon request produce to the Authority its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

## **19. ASSIGNMENT**

- 19.1. The Recipient will not transfer, assign, novate or otherwise dispose of the whole or any part of the Grant Funding Agreement or any rights under it, to another organisation or individual, without the Authority's prior approval.
- 19.2. Any approval given by the Authority will be subject to a condition that the Recipient has first entered into a Grant Funding Agreement, authorised by the Authority, requiring the Recipient to work with another organisation in delivering the Funded Activities.

## **20. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY**

- 20.1. The Recipient must seek permission from the Authority prior to any proposed expenditure on advertising, communications, consultancy or marketing either in connection with, or using the Tameside ABEN 2022-25 Grant, and/or the Tameside CAS-3 2022-25 Grant.
- 20.2. The Recipient should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Tameside ABEN 2022-25 Grant, and/or the Tameside CAS-3 2022-25 Grant will deliver measurable outcomes that meet government objectives to secure value for money.

## **21. LOSSES, GIFTS AND SPECIAL PAYMENTS**

- 21.1. The Recipient must obtain prior written consent from the Authority before:

- 21.1.1. writing off any debts or liabilities;
- 21.1.2. offering to make any Special Payments; and

21.1.3. giving any gifts,

in connection with this Grant Funding Agreement.

21.2. The Recipient will keep a record of all gifts, both given and received, in connection with the Tameside ABEN 2022-25 Grant, and the Tameside CAS-3 2022-24 Grant, or any Funded Activities.

## **22. BORROWING**

22.1. In accordance with this paragraph 22, the Recipient must obtain prior written consent from the Authority before:

22.1.1. borrowing or lending money from any source in connection with the Grant Funding Agreement; and

22.1.2. giving any guarantee, indemnities or letters of comfort that relate to the Grant Funding Agreement, or have any impact on the Recipient's ability to deliver the Funded Activities set out in the Grant Funding Agreement.

## **23. PUBLICITY**

23.1. The Recipient gives consents to the Authority to publicise in the press or any other medium the Grant and details of the Funded Activities using any information gathered from the Grant Recipient's application to the Authority for Tameside ABEN 2022-25 Grant, and Tameside CAS-3 2022-24 Grant, or any monitoring reports submitted to the Authority in accordance with paragraph 7 of these Conditions.

23.2. The Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and fundraising activities relating to the Funded Activities.

23.3. The Authority consents to the Recipient carrying out any reasonable publicity about the Tameside ABEN 2022-25 Grant and the Tameside ABEN 2022-25 Funded Activities, and the Tameside CAS-3 2022-25 Grant and the Tameside CAS-3 2022-25 Funded Activities, as required, from time to time.

23.4. Any publicity material for the Tameside ABEN 2022-25 Funded Activities, or the Tameside CAS-3 2022-25 Funded Activities, must refer to the programme under which the grant was awarded by the Authority and must feature the Authority's logo. If a Third Party wishes to use the Authority's logo, the Recipient must first seek permission from the Authority.

23.5. The Recipient will acknowledge the support of the Authority in any materials that refer to the Manchester Tameside 2022-25 Funded Activities, or the Tameside CAS-3 2022-25 Funded Activities, and in any written or spoken public presentations about the Tameside ABEN 2022-25 Funded Activities, or the Tameside CAS-3 2022-25 Funded Activities. Such acknowledgements (where appropriate or as requested by the Authority) will include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.

23.6. In using the Authority's name and logo, the Recipient will comply with all reasonable branding guidelines issued by the Authority from time to time.

## **24. CHANGES TO THE AUTHORITY'S REQUIREMENTS**

- 24.1. The Authority will notify the Recipient of any changes to their activities, which are supported by the Tameside ABEN 2022-25 Grant, or the Tameside CAS-3 2022-25 Grant.
- 24.2. The Recipient will accommodate any changes to the Authority's needs and requirements under these Conditions.

**25. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION**

**Events of Default**

- 25.1. The Authority may exercise its rights set out in paragraph 25.3 if any of the following events occur:
  - 25.1.1. the Recipient uses the Tameside ABEN 2022-25 Grant for a purpose other than the Tameside ABEN 2022-25 Funded Activities, or the Recipient uses the Tameside CAS-3 2022-25 Grant for a purpose other than the Tameside CAS-3 2022-25 Funded Activities;
  - 25.1.2. the Recipient fails to comply with its obligations under the Grant Funding Agreement, which is material in the opinion of the Authority;
  - 25.1.3. where delivery of the Tameside ABEN 2022-25 Funded Activities have not started by 1 April 2022, and delivery of the Tameside GM CAS-3 2022-25 Funded Activities have not started by the 1 July 2022 and the Recipient fails to provide the Authority with a satisfactory explanation for the delay, or failed to agree a new date on which the Funded Activities shall start with the Authority;
  - 25.1.4. the Recipient uses the Tameside ABEN 2022-25 Grant, or the Tameside CAS-3 2022-25 Grant for Ineligible Expenditure;
  - 25.1.5. the Recipient fails, in the Authority's opinion, to make satisfactory progress with the Funded Activities and in particular, with meeting the Agreed Outputs set out in Annex 5 of these Conditions;
  - 25.1.6. the Recipient fails to:
    - 25.1.6.1 submit an adequate Remedial Action Plan to the Authority following a request by the Authority pursuant to paragraph 25.3.4 or paragraph 6.2.3;
    - or
    - 25.1.6.2 improve delivery of the Funded Activities in accordance with the Remedial Action Plan approved by the Authority;
  - 25.1.7. the Recipient is, in the opinion of the Authority, delivering the Funded Activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);
  - 25.1.8. the Recipient fails to declare Duplicate Funding;
  - 25.1.9. the Recipient fails to declare any Match Funding in accordance with paragraph 4.7;
  - 25.1.10. the Recipient receives funding from a Third Party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Funded Activities or the Authority into disrepute;

- 25.1.11. the Recipient provides the Authority with any materially misleading or inaccurate information and/or any of the information provided in their grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be significant;
- 25.1.12. the Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Recipient, its Representatives or a Third Party, as soon as they become aware of it;
- 25.1.13. the Authority determines (acting reasonably) that the Recipient or any of its Representatives has:
- (i) acted dishonestly or negligently at any time during the term of the Grant Funding Agreement and to the detriment of the Authority; or
  - (ii) taken any actions which unfairly bring or are likely to unfairly bring the Authority's name or reputation and/or the Authority into disrepute. Actions include omissions in this context;
  - (iii) transferred, assigned or novated the Tameside ABEN 2022-25 Grant, or the Tameside GM CAS-3 2022-25 Grant without the Authority's consent;
  - (iv) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;
- 25.1.14. the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- 25.1.15. the Recipient becomes insolvent as defined by section 123 of the Insolvency Act 1986, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- 25.1.16. the European Commission or the Court of Justice of the European Union requires any Tameside ABEN 2022-25 Grant, or any Tameside CAS-3 2022-25 Grant paid to be recovered by reason of a breach of State Aid Law through its application under Article 10 of the Northern Ireland Protocol.
- 25.1.17. a court, tribunal or independent body or authority of competent jurisdiction requires any Tameside ABEN 2022-25 Grant, or any Tameside CAS-3 2022-25 Grant paid to be recovered by reason of breach of the UK's obligations under the Trade and Cooperation Agreement or the terms of any UK subsidy control legislation;
- 25.1.18. The Recipient undergoes a Change of Control which the Authority, acting reasonably, considers:
- 25.1.18.1 will be materially detrimental to the Funded Activities and/or;
  - 25.1.18.2 the new body corporate cannot continue to receive the Tameside ABEN 2022-25 Grant, or the Tameside CAS-3 2022-25 Grant because they do not meet the eligibility criteria used by the Authority to award the Tameside ABEN 2022-25 Grant, or the Tameside CAS-3 2022-25 Grant to the Recipient;
  - 25.1.18.3 the new body corporate intends to make fundamental change(s) to the purpose for which the Tameside ABEN 2022-25 Grant, or the Tameside CAS-3 2022-25 Grant was given.

25.2 Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall notify the Recipient to that effect in writing, setting out any relevant details, of the failure to comply with these Conditions or pertaining to the Event of Default, and details of any action that the Authority intends to take or has taken.

#### **Rights reserved for the Authority in relation to an Event of Default**

25.3 Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall take any one or more of the following actions:

- 25.3.1 suspend or terminate the payment of Tameside ABEN 2022-25 Grant, and/or Tameside CAS-3 2022-25 Grant for such period as the Authority shall determine; and/or
- 25.3.2 reduce the Tameside Confirmed ABEN 2022-25 Maximum Sum in which case the payment of Tameside ABEN 2022-25 Grant shall thereafter be made in accordance with the reduction and notified to the Recipient; and/or reduce the Tameside Confirmed CAS-3 2022-25 Maximum Sum in which case the payment of Tameside CAS-3 2022-25 Grant shall thereafter be made in accordance with the reduction and notified to the Recipient;
- 25.3.3 require the Recipient to repay the Authority the whole or any part of the amount of Tameside ABEN 2022-25 Grant, and/or Tameside CAS-3 2022-25 Grant, previously paid to the Recipient. Such sums shall be recovered as a civil debt; and/or
- 25.3.4 give the Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in paragraphs 25.4 to 25.10;
- 25.3.5 terminate the Grant Funding Agreement.

#### **Opportunity for the Recipient to remedy an Event of Default**

25.4 Where the Recipient is provided with an opportunity to submit a draft Remedial Action Plan in accordance with paragraph 25.3.4, the draft Remedial Action Plan shall be submitted to the Authority for approval, within 5 Working Days of the Recipient receiving notice from the Authority.

25.5 The draft Remedial Action Plan shall set out:

- 25.5.1 full details of the Event of Default; and
- 25.5.2 the steps which the Recipient proposes to take to rectify the Event of Default including timescales.

25.6 On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the Authority will submit its comments on the draft Remedial Action Plan to the Recipient.

25.7 The Authority shall have the right to accept or reject the draft Remedial Action Plan. If the Authority rejects the draft Remedial Action Plan, the Authority shall confirm, in writing, the reasons why they have rejected the draft Remedial Action Plan and will confirm whether the Recipient is required to submit an amended Remedial Action Plan to the Authority.

25.8 If the Authority directs the Recipient to submit an amended draft Remedial Action Plan, the Parties shall agree a timescale for the Recipient to amend the draft Remedial Action Plan to take into account the Authority's comments.

25.9 If the Authority does not approve the draft Remedial Action Plan the Authority may, at its absolute discretion, terminate the Grant Funding Agreement.



- 25.10 The Authority shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Authority, capable of remedy, exercise its rights under either paragraph 25.3.3 or 25.3.4 unless the Recipient has failed to rectify the default to the reasonable satisfaction of the Authority.
- 25.11 The Authority will not be liable to pay any of the Recipient's costs or those of any contractor/supplier of the Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.

### **Change of Control**

- 25.12 The Recipient shall notify the Authority immediately in writing and as soon as the Recipient is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.
- 25.13 The Recipient shall ensure that any notification made pursuant to paragraph 25.12 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 25.14 Following notification of a Change of Control the Authority shall be entitled to exercise its rights under paragraph 25.1 of these Conditions providing the Recipient with notification of its proposed action in writing within three (3) months of:
- (i) being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
  - (ii) where no notification has been made, the date that the Authority becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,
- 25.15 The Authority shall not be entitled to terminate where an approval was granted prior to the Change of Control.

## **26 DISPUTE RESOLUTION**

- 26.1 The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Grant Funding Agreement.
- 26.2 All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminate the Grant Funding Agreement) shall be referred in the first instance to the Parties Representatives.
- 26.3 If the dispute cannot be resolved between the Parties Representatives within a maximum of 3 months, then the matter will be escalated to formal meeting between the Grant Manager and the Recipient's chief executive (or equivalent).

## **27 LIMITATION OF LIABILITY**

- 27.1 The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient delivering/running the Funded Activities, the use of the Tameside ABEN 2022-25 Grant, or the use of the Tameside GM CAS-3 2022-25 Grant, or from withdrawal, withholding or suspension of the Tameside ABEN 2022-25 Grant, or the Tameside GM CAS-3 2022-25 Grant. The Recipient shall indemnify and hold harmless the Authority, its Representatives with respect to all actions, claims, charges, demands Losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to

the Funded Activities, the non-fulfilment of obligations of the Recipient under this Grant Funding Agreement or its obligations to Third Parties.

- 27.2 Subject to this paragraph 27, the Authority's liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.

## **28 VAT**

- 28.1 If VAT is held to be chargeable in respect of the Grant Funding Agreement, all payments shall be deemed to be inclusive of all VAT and the Authority shall not be obliged to pay any additional amount by way of VAT.

- 28.2 All sums or other consideration payable to or provided by the Recipient to the Authority at any time shall be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided, the Recipient shall at the same time or as the case may be on demand by HMRC in addition to such sums, or other consideration, pay to HMRC all the VAT so payable upon the receipt of a valid VAT invoice.

## **29 NOTICES**

- 29.1 All notices and other communications in relation to this Grant Funding Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to in Annex 6 or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in Annex 6 (Contact Details). If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

## **30 GOVERNING LAW**

- 30.1 These Conditions will be governed by and construed in accordance with the law of England [and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

## **32 CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999**

No person who is not a party to this Grant Funding Agreement shall have the right to enforce any of its terms.

## **33 COUNTERPARTS AND ELECTRONIC SIGNATURES**

- 33.1 This Grant Funding Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one and the same Grant Funding Agreement.

- 33.2 Each Party agrees that the delivery of this Grant Funding Agreement by electronic transmission, including copies of the executed signature pages via pdf, shall have the same force and effect as delivery of original signatures and that each Party may use such copies of the executed signature pages as evidence of the execution and delivery of this Grant Funding Agreement by all parties.

- 33.3 Each Party agrees that any Party may sign this Grant Funding Agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of each Party's intention to be bound by this Grant Funding Agreement as if signed by each Party's manuscript signature.
- 33.4 When the Parties use email for the sending of this Grant Funding Agreement, the copy sent by e-mail shall be accepted.

## ANNEX 1

### THE TAMESIDE ABEN 2022-25 PROGRAMME

# A Bed Every Night Framework for 2022-25: Preventing and Relieving Rough Sleeping through Covid Recovery



## 1.0 BACKGROUND

- 1.1. A Bed Every Night (ABEN) is a Greater Manchester-wide approach, which provides accommodation and support for people experiencing rough sleeping, or at imminent risk, who have no interim statutory accommodation options open to them.
- 1.2. Initially developed as an additional service in the winter months, ABEN has seen continual iteration and grown to deliver an essential accommodation option for people experiencing rough sleeping, year-round. Moreover, as the provision has developed our learning has helped us gain greater insight into what works and where the opportunities now lie for us adapt and position our response.
- 1.3. This learning process has allowed the service to adapt and involve iteratively and organically across a number of years, broadly summarised as follows:

| Year | Development   |
|------|---|
| 2018 | <ul style="list-style-type: none"><li>• Development of the model, following a prolonged and effective Severe Weather emergency Protocol response across GM.</li><li>• Initial conception of the model and principles (e.g. unconditional access)</li><li>• Implementation of the accommodation and support offer.</li></ul> |
| 2019 | <ul style="list-style-type: none"><li>• Expanding and developing the accommodation offer.</li><li>• Developing and formalising the governance structures</li><li>• Investing in and enhancing the development and professionalisation of the ABEN workforce.</li></ul>  |

|      |   |
|------|---|
| 2020 | <ul style="list-style-type: none"> <li>• Ensuring provision is ‘Covid-19 compliant’ including preference for self-contained or HMO accommodation where possible</li> <li>• Ensuring provision supports a safe exit plan for those who have been accommodated in hotels and hostels during the lockdown period.</li> <li>• Ensuring specialised provision for women as transition from women’s only site during Covid-19</li> <li>• A greater emphasis on holistic support in addition to accommodation which includes; expansion or further development of the holistic health offer, better connecting support for clients with digital and integrated models of delivery</li> <li>• A professional-led model supported by a robust voluntary sector offer</li> <li>• A focus on gender-responsive and trauma informed support</li> <li>• Looking to ensure value for money through Housing Benefit or Universal Credit claims where possible for the ABEN accommodation.</li> </ul> |
| 2021 | <ul style="list-style-type: none"> <li>• Development and implementation of LGBT+ ABEN service</li> <li>• Heriot-Watt Evaluation of the service and developing an action plan.</li> <li>• Introduction of single referral and reporting tool: ABEN Emergency Provision Database</li> </ul>   |

1.4. The core aims and principles of ABEN and its position within a wider range of support provision (both specific to rough sleeping and within our wider support for people and communities), remains consistent:

| Core Aims   | Core Principles   |
|---|---|
| To help end the need for people to sleep rough by providing accommodation and support   | A consistent Greater Manchester wide accommodation and support offer (within parameters of variety and specialism required) |
| To invest and work in partnership across relevant sectors and organisations   | Transitional, rapid relief pathway  |
| To fill the gaps and complement existing provisions so that everyone has accommodation  | Flexible and ongoing access that recognises an individual’s journey may not be linear                                       |
| To constantly learn and improve the Greater Manchester response to rough sleeping, case make and build an evidence base to inform lobbying, commissioning and funding | Support to meet immediate needs (harm reduction, safety and shelter) and give respite                                       |
|   | Person centred, gender-responsive and trauma informed support to recover and reconnect                                      |
| To support a stronger whole system response to preventing and relieving homelessness  | Aligns and complements statutory duties under Homelessness Reduction Act and knits into local infrastructure                |

|   |   |
|---|---|
|   | Available to individuals with a local connection to Greater Manchester  |
| To raise public perception of rough sleeping and provide a channel for action | Continued learning from local practice and personal experiences, feeding into all relevant agendas and policy areas                     |
|   | To stimulate and raise engagement with voluntary and community organisations, and support mature and resilient community infrastructure |

- 1.5. ABEN is about more than bedspaces. These aims and principles speak to our wider homeless and rough sleeping response including the Rough Sleeper Initiative, Housing First, Rapid Rehousing Pathways all of which should be delivered as complementary pathways and provide considered options and resources for people who rough sleep.

## 2.0 CONTRACT TERM AND CORE FUNDING

- 2.1. Core funding will be aligned to the latest iteration (2022) of Rough Sleeper Initiative funding. This means that:

- Interim funding will be made available to cover the period 1st April and 30th June 2022. There are no anticipated changes to the service during this period.
- GMCA will enter into a one-year grant agreement with all Boroughs commencing 1 July 2022, with the option to extend for two further 12 month periods (up to 30<sup>th</sup> June 2025).
- Options to extend will be taken by mutual agreement, subject to continued funding arrangements and subject to the satisfactory achievement of outcomes as agreed with GMCA.

- 2.2. The expected funding breakdown for year one of ABEN (2022-23) is as follows:

| <b>Borough</b> | <b>Grant amount</b> | <b>Core units (min.)</b> |
|----------------|---------------------|--------------------------|
| Bolton         | £424,552            | 38                       |
| Bury           | £199,894            | 25                       |
| Manchester     | £1,628,000          | 88                       |
| Oldham         | £277,200            | 23                       |
| Rochdale       | £219,680            | 26                       |
| Salford        | £1,440,000          | 160                      |
| Stockport      | £66,000             | 10                       |
| Tameside       | £286,000            | 26                       |
| Trafford       | £79,590             | 10                       |
| Wigan          | £281,788            | 20                       |

|              |                   |            |
|--------------|-------------------|------------|
| <b>Total</b> | <b>£4,902,704</b> | <b>426</b> |
|--------------|-------------------|------------|

- 2.3. The nature of the funding model of ABEN is expected to change over the intended 3 year term of this funding round. The aim of this change is to ensure the long term sustainability of ABEN, whilst driving up quality.
- 2.4. Over the lifetime of the contract, it is anticipated that grant funding will gradually reduce year on year, as Local Authorities move towards a funding model based on Housing Benefit income.
- 2.5. GMCA will continually seek additional funding through RSI and other funding mechanisms to provide complementary support services which directly support ABEN provision (e.g. health services, specialist services, workforce development).

### **3.0 KEY LEARNING AND DEVELOPMENTS**

- 3.1. Regular Assurance and Learning meetings take place with Local Authority teams, supplemented by local learning conversations at forums such as Homelessness Partnership Boards.
- 3.2. Data collection and reporting is carried out via ABEN Emergency Provision Database, a single system which allows automatic report generation for Local Authorities, partners and the GMCA, enabling real time quantitative analysis.

- 3.3. Key learning to date is summarised as follows:

#### **Infection Control**

- 3.4. The steps taken by the homelessness services, in particular providing self-contained accommodation, have prevented serious outbreak of Covid-19 in the community.<sup>1</sup> We also understand that Covid-19 will be with us for the foreseeable future and the necessity for self-contained provision remains.
- 3.5. In addition to the infection control benefits, self-contained provision has generated wider benefits for individuals. The improved quality of accommodation and giving people their own 'front door' is in line with psychologically-informed approaches to the physical environment. This provides people with stability to access support, dignity in their recovery from homelessness and promotes feelings of autonomy, choice and control.

#### **Effectiveness and Improving Quality**

- 3.6. Herriot Watt I-SPHERE Unit were commissioned to provide independent evaluation on A Bed Every Night through 2019-2020 (Appendix 9) and their

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<sup>1</sup> Lancet article

findings pose critical questions that inform the continued development of A Bed Every Night. These include:

- Improving quality of support through workforce training and a review of caseloads and case management minimum expectations
  - Improving the drug and alcohol addiction support pathways available to this cohort
  - Exploring the use of fully self-contained accommodation, away from congregate or night shelter models which damage wellbeing and restrict ability to cope
  - Reducing the use of eviction and ensuring more consistent and effective accommodation licenses/behaviour policies
- 3.7. There have been multiple successes in implementing the recommendations of this report to date and this specification continues to further embed these recommendations into the development of A Bed Every Night. Localities will be expected to work towards implementation of the recommendations across the service.
- 3.8. The Assurance and Learning Framework will include regular maturity assessment on the extent to which boroughs are implementing these recommendations and help identify and unpick any barriers to realising them.

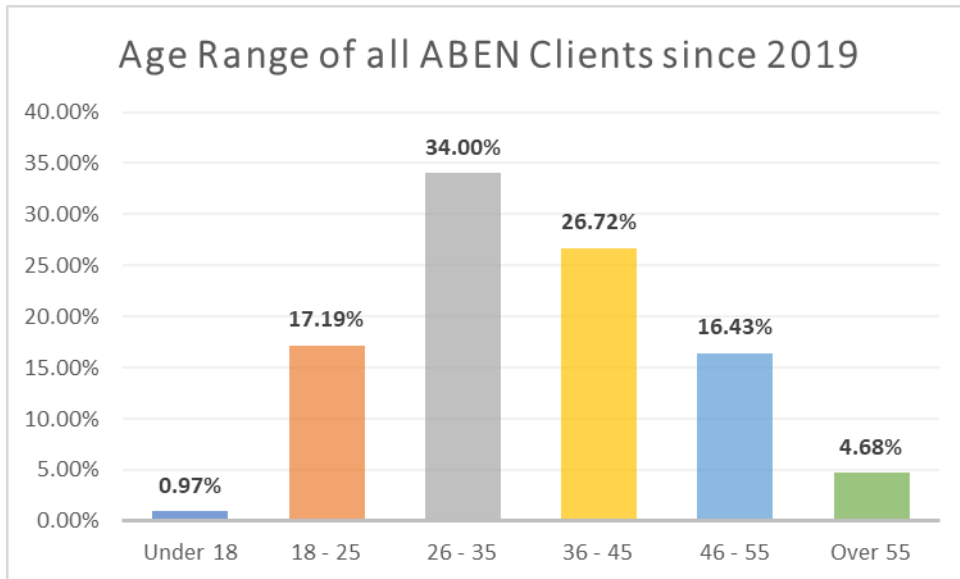
#### **Financial Sustainability**

- 3.9. Localities will be expected to maximise value from welfare system and make best use of LHA or Housing Benefit income to recoup housing management and support costs. This is critical to developing a more cost-effective model and comes with considerations regarding accessibility and compliance.

#### **Suitability**

- 3.10. A need to ensure ABEN provision is targeted at the right cohort has also been identified as being crucial to the ongoing success of the service. It is expected that ABEN is the accommodation of last resort for those with no priority need, who are at risk of rough sleeping.
- 3.11. Data monitoring has supported an understanding of people's needs and outcomes:
- **People using ABEN are relatively young:** Continued uptake of ABEN by young adults across 18-25, 26-30 and 31-35 age groups. They attest for 52% of all people accommodated since April 2019 (see below breakdown).

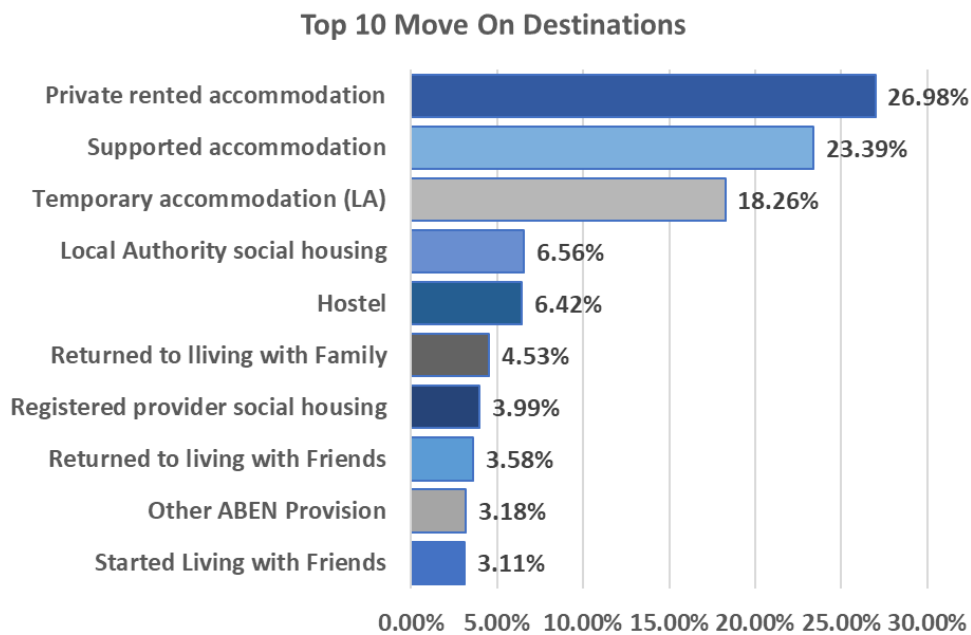




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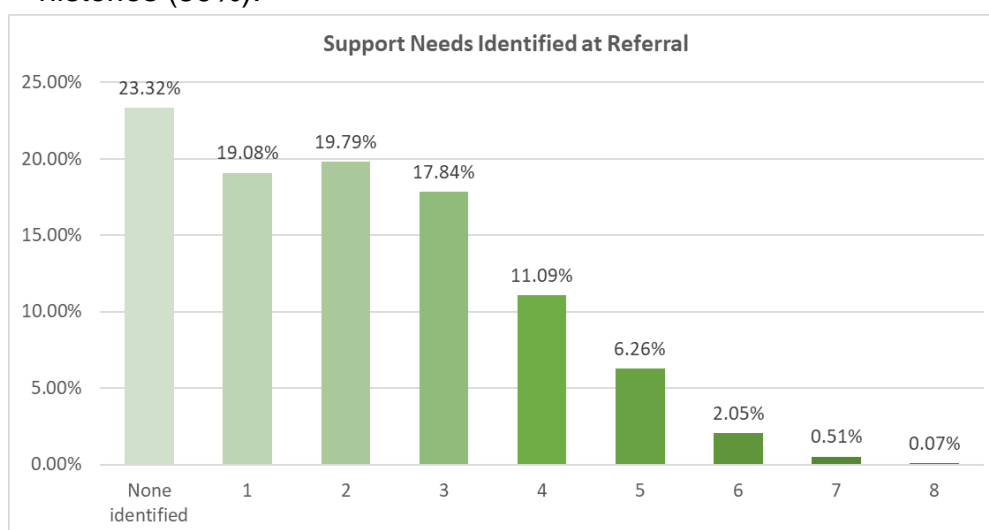
presents both challenges (e.g. LHA shared room rate) and opportunities (employment-focused resettlement) to support timely move on from ABEN accommodation.

- ABEN increasingly accommodates people with multiple, complex needs:** Prevalence of move on into supported accommodation settings makes up 23% of all positive accommodation outcomes suggesting the high needs of clients and questioning the need for repeat HRA assessments to



correctly identify statutory duty.

37% of people referred into ABEN between November 2020-21 had 3 or more support needs identified at referral. Of these, the most commonly identified needs are: substance misuse (57%), mental health (54%) and offending histories (39%).



This data also

suggests that the referral process itself may not be extracting information on needs as effectively as desired.

- **ABEN is a successful preventative or early rough sleeping intervention:** with high records of sofa surfing (30%) and people deemed to be at imminent risk of rough sleeping making use of the service. A further 30% rough slept prior to entering ABEN.

3.12. Despite the reduction in street sleeping, we continue to see high levels of demand for rough sleeping services by those now accommodated and requiring ongoing support, and those new to the streets. This is expected to rise and place greater pressure on scarce affordable rehousing opportunities. It is therefore vital that ABEN works in close alignment with wider programmes and integrated public service delivery and makes use of all available community assets.

#### 4.0 ACCOMMODATION

4.1. All accommodation must meet the minimum standards as set out in GM ABEN Accommodation Standards (Appendix 7). Localities are responsible for ensuring accommodation meets these standards.

- 4.2. The costs associated with providing accommodation must (except in exceptional circumstances) be covered by rent and service charge. Local Authorities should seek to claim Housing Benefit or Universal Credit to cover these costs, in order to continue to increase the financial viability of the service.

## 5.0 SERVICE MODEL

- 5.1. An overview of the service model is contained in Appendix 2.
- 5.2. It is expected that, where provision is commissioned by a third party, localities will ensure that the commissioned service is compliant with and performance managed against the service model.

## 6.0 SUPPORT MODEL

- 6.1. We recognise and celebrate the diversity of approaches to supporting people across the ABEN programme. The diversity of providers and interventions creates incubators of best practice across GM and GMCA intends to spread this good practice through the establishment of Communities of Practice.
- 6.2. We also recognise the need for consistency in the principles of support. It is expected that the support model for ABEN will be based on the following principles:
- **Psychologically-informed environments:** with a clear support framework underpinned by the principles of and best practice within positive psychology. We would expect to see: a clear psychological framework (e.g. cognitive behavioural coaching), a culture of psychological awareness amongst teams (including reflective practice/clinical supervision), a comprehensive training offer and an appreciation of how the physical environment and the way in which services are delivered impacts on people's psychological wellbeing.
  - **Strengths-based, person-centred support:** the support process should be inherently human and recognise people's strengths/assets (their personalities, interests, existing support networks, etc.), rather than pathologizing people by focussing obsessively on risks and needs. Support plans should paint a vivid picture of the *person*, rather than the problem, and people should be active participants in co-producing their own support plans, goals and objectives.
  - **Trauma Informed Practice:** with systems, processes and support relationships which actively promote recovery from trauma and adverse childhood experiences. Services should clearly acknowledge the effects traumatic experiences have on people's lives and the myriad ways in which these experiences can manifest (e.g. behaviours that challenge, complex mental illness, learned helplessness etc.)

- **Recovery Approach:** Recognising the prevalence of substance misuse amongst street homeless populations, we expect providers to adopt a harm reduction ethos. This means taking a holistic view of substance misuse, recognising the complexity of recovery from addiction and having the infrastructure (e.g. appropriate training, naloxone administration) to work with people in the early (pre-contemplative and contemplative) stages of recovery.
  - **Focus on Resettlement** where every person has a clear move on plan and the entire support process is framed around securing an appropriate onward referral and preparing people for the next step. This is not limited to accommodation and considers all of the resources the client needs to stay happy, healthy and thriving in their new home.
  - **Valuing Lived Experience:** with people with experience of homelessness directly informing the delivery and development of the service, through (for example) volunteering/peer mentoring, formal employment programmes and the involvement of current/former clients in recruitment, service audit etc.
- 6.3. Local Authorities are also expected to utilise the welfare system (via rent recovery) to recoup the costs of supporting people in ABEN accommodation. From April 2023 GMCA will only fund support costs via grant where it is impossible to fund this through other means.

## 7.0 NO RECOURSE SERVICE

- 7.1. Following the success and evidence of demand for the ABEN NRPF Service, this will continue and capacity will be maintained for 60 people at any given time.
- 7.2. 60 beds are funded across 4 boroughs, open to all boroughs to refer into, with floating support for these residents and any other NRPF residents that the Local Authority may be working with through street outreach or in additional accommodation.
- 7.3. The service will be focused on increasing the level of triage to work within legal public spending for the majority of cases, and drawing down on the charitable funding only where this is exceeded.
- 7.4. This will result in increased triage and monitoring and will require continued development of partnerships with VCSE organisations to manage long term NRPF cases who are at continued risk of rough sleeping.

| <b>Borough</b> | <b>NRPF grant amount</b> | <b>NRPF units</b> |
|----------------|--------------------------|-------------------|
| Oldham         | £79,200                  | 7                 |
| Manchester     | £396,000                 | 30                |
| Rochdale       | £52,800                  | 4                 |
| Salford        | £264,300                 | 19                |

|  |                 |           |
|--|-----------------|-----------|
| Overarching support service:<br>GMIAU and Booth Centre | £104,996        | N/A       |
| <b>Total:</b>  | <b>£897,296</b> | <b>60</b> |

## 8.0 COVID-19 AND PUBLIC HEALTH GUIDANCE

- 8.1. Our provision must continue to acknowledge the threat of Covid-19. Our standards and framework need to ensure that clients are able to socially distance themselves, that staff are also supported to and have the equipment to carry out safe practices during this period, that we adapt our provision around the current local response (e.g. Community Hubs), and that we are also compliant with the latest government guidance and regulations.
- 8.2. As a minimum all accommodation provision should be in non-shared sleeping conditions as opposed to shared. There may be limited exceptions, but only where there is assurance from DPHs that this is 100% necessary and provision cannot be provided in other ways.
- 8.3. It is expected that areas utilising shared accommodation will seek to identify suitable alternative, self-contained accommodation over the life of ABEN and this will be monitored as part of the ongoing Assurance and Learning framework.
- 8.4. Local Authorities must ensure that all current and emerging Public Health Guidance is followed in relation to Covid-19 infection control. This includes:
- **Supporting behaviours:** Accommodation providers ensuring that staff and people they support are maintaining good personal hygiene and managing infection control to as high a degree as possible.
  - **Hygiene and Cleanliness:** Implementing general interventions to prevent spread of infection, which may include increased cleaning activity to reduce risk of retention of the virus on hard surfaces, making antibacterial hand gel available where possible and keeping property properly ventilated by opening windows whenever safe and appropriate.
  - **Self-isolation:** ABEN accommodation should be suitable for self-isolation and shielding as far as possible, although there is an acknowledgement some may be group living environments with communal areas and others wholly self-contained. Residents with suspected or confirmed COVID-19 should be supported to self-isolate and not mix with or spend time in rooms next to residents who are clinically extremely vulnerable. In some cases a move to alternative accommodation may be considered.
  - **Social Distancing** (where required): Accommodation providers and staff should follow social distancing measures (2 meters apart) for everyone accommodated wherever possible (as required by emerging guidance), and the shielding guidance for anyone who falls into this extremely vulnerable group.
  - **Reduced Occupancy:** Substantial lowering of the limit on maximum number of occupants staying in any shared accommodation at any one time (to ensure at least 2m distance can be adhered to) should be considered as required by emerging guidance, in dialogue with Public Health colleagues.

- **Sensible use of space:** Adjustment on how people move around buildings and use the space within it should be made to ensure safe distancing is possible at all times. This is supported by use of floor marking to indicate safe distances. Appropriate signage and posters should be displayed on site to alert people to increased risk.
- **Personal Protective Equipment:** If neither the support worker nor the individual accommodated is symptomatic, then no personal protective equipment is required above and beyond normal good hygiene practices.

Emerging guidance may require residents and staff to wear face coverings by law when in communal indoor spaces, unless they are exempt for health, disability or other reasons. Staff should remind residents they are required to wear a face covering and consider providing them.

- It is not expected to have dedicated isolation facilities for people living in the accommodation but providers should clear processes for self-isolation when someone in the accommodation displays symptoms of COVID-19. Where possible any resident presenting with symptoms of COVID-19 should be separated in a single room with a separate bathroom. Contact the NHS 111 COVID-19 service for advice on assessment and testing.

## 9.0 HEALTH SUPPORT

- 9.1. There is continued commitment to further developments to the health support offer for people accessing ABEN accommodation. GMCA and GM Health and Social Care Partnership commission a range of support services designed to improve access, however the responsibility for supporting people to improve their physical and mental health lies with localities and their providers.
- 9.2. Clinical Commissioning Group and Public Health team should be able to demonstrate how people accessing ABEN are supported to address their health needs, recognising co-morbidity and challenges to accessing mainstream services. I.e. Inclusion Health standards.
- 9.3. Individuals accommodated in ABEN should have access to appropriate health and support services to ensure their wider needs are met. This should be arranged locally, engaging with local providers and commissioners to ensure alignment and support to ABEN. At a **minimum** this must include;
  - Health Assessment to inform a support plan
  - Access to General Practice and links made with nearby surgeries
  - Coordinating access to mental health support and assessment pathway e.g. RSI funded Dual Diagnosis support to staff and clients
  - Drug and alcohol services providing support, including harm reduction interventions, with regular in-reach encouraged
- 9.4. This baseline will be supplemented by interventions that can be delivered at a pan-GM level such as provision of screening and immunisations (Hepatitis C, influenza) and other public health interventions such as smoking cessation.

## **10.0 FUNDING MODEL**

- 10.1. The funding model is based on the current mix of self-contained and HMO accommodation. Local Authorities are also expected to utilise the welfare system (via rent recovery) to recoup the costs of accommodation and supporting people in ABEN accommodation. From April 2023 GMCA will only fund support costs via grant where it is impossible to fund this through other means. Where unavoidable, ABEN will seek to fund the gap in funding provided by benefit and subsidy charges, against actual costs. This breakdown must be apparent in the grant funding application to GMCA. Local Authorities should project expected rent recovery and bad debt from this cohort and add this into the funding required. This model has now been delivered in numerous boroughs and there are providers available to help deliver this.
- 10.2. Local Authorities should should set out expectations around Housing Benefit or Universal Credit claims, including the rate per accommodation and any expected subsidy loss. Where it is impossible for such claims can be made, the reasons why should be set out. Additionally local authorities should clearly set out the landlord and support provider organisations in order to understand in more detail the potential benefit arrangements. Where a private landlord is being used the reasons why should be clearly set out.
- 10.3. If collection rate is higher than intially modelled this will be recovered as per the grant agreements to support continuation of service.
- 10.4. Local Authorities should avoid exclusivity due to lack of immediate ability to claim benefits and keenly emphasise that access to benefits should not be a condition of eligibility for ABEN, but a key support aim for people when accommodated. Upon placement clients should understand that help to claim benefits will be provided and that, if eligible, they will be expected to claim to help the provider meet the costs of accommodation and support. Repeated refusal or inability to pay should be approached with a holistic response that considers the risk of rough sleeping and other options that the Authority may have open to them via the Rough Sleeper Initiative.
- 10.5. Local Authorities should outline alignment of wider resources such as Rough Sleeper Initiative and other local services which overlap with this cohort and aim to prevent and relieve rough sleeping.

## **11.0 PROVIDER SUITABILITY AND QUALITY**

- 11.1. Localities are expected to ensure commissioned providers comply with the requirements of this specification and all appendices.
- 11.2. It is expected that localities take responsibility for ensure the suitability and quality of providers. We would however, anticipate that due consideration would be given to social value and in particular supporting our collective ambitions around the GM Good Employment Charter.

- 11.3. Local Authorities should ensure that the quality of accommodation and support providers is regularly audited to ensure quality remains to the highest standard. Local Authorities may undertake this audit process themselves and/or commission a peer audit by other Local Authorities. Providers. GMCA will assist in developing this process where needed. An audit tool is provided at Appendix 11 and should be used as a template for the quality assurance process.
- 11.4. There is a clear history of ABEN working in partnership with community and voluntary organisations that are active in supporting vulnerable people. Local Authorities are encouraged to include VCSE organisations in their onward commissioning or supply chain where possible, and support the strengthening of community infrastructure.
- 11.5. Consideration should be given to the Covid-19 structures that have been established, such as local Community Hubs and food provision services. Alignment with these structures and services may provide helpful throughout Covid-19 recovery phases.

## **12.0 PLEASE SEE APPENDICES FOR:**

- 12.1. Appendix 1 Criteria
- 12.2. Appendix 2 Service Description
- 12.3. Appendix 3 Service Delivery and Management
- 12.4. Appendix 4 Assurance and Learning Framework
- 12.5. Appendix 5 Information Management
- 12.6. Appendix 6 Finance
- 12.7. Appendix 7 Accommodation Standards
- 12.8. Appendix 8 – Ideal Customer Journey
- 12.9. Appendix 9 – Heriot-Watt Recommendations Maturity Framework
- 12.10. Appendix 10 – Outcomes Framework **(TO BE CO-PRODUCED)**
- 12.11. Appendix 11 – ABEN Service Audit Tool **(TO BE CO-PRODUCED)**

# **A Bed Every Night Framework for 2021-22: Preventing and Relieving Rough Sleeping through Covid Recovery**



# Appendices



## APPENDIX 1 CRITERIA

### 1.1 General Eligibility:

- Over 18 years old
- All genders (trans inclusive)
- Accessible to couples, those with limited mobility and people with dogs
- Individuals must be currently rough sleeping in GM or deemed by Housing Options/Homelessness Services to be at imminent risk of rough sleeping and face significant risk of harm.

1.2 Individuals should only be accommodated in GM ABEN accommodation if routine responses to provide accommodation, statutory or discretionary, are unavailable.

1.3 Access to ABEN should be managed by Local Authority Housing Options or Rough Sleeper Outreach services in the first instance, or the function can be provided by partner organisation(s) as agreed locally.

1.4 All individuals must have a Homelessness Reduction Act assessment where eligible.

1.5 An individual is eligible for GM ABEN when they are deemed to **not be owed a statutory duty to interim accommodation**.

1.6 Where possible access to assessment should be available via outreach, at day centres, or over the phone to increase accessibility for people who are rough sleeping.

1.7 Individuals with no recourse to public funds (NRPF) should be accommodated and referred for appropriate triage by the ABEN NRPF Service.

1.8 For individuals who have no local connection to any of the GM Local Authorities, Local Authorities and their providers will reconnect individuals back to the Local Authority with whom they have a local connection to. However, individuals can be offered ABEN accommodation on a night-by-night basis for a maximum of 3 nights, whilst reconnection arrangements are made. Persistent rough sleeping and refusal to return to an area of local connection should be dealt with holistically by the Local Authority, and continued ABEN placement is at their discretion.

## APPENDIX 2 SERVICE DESCRIPTION

1.9 ABEN is a service of last resort and Local Authorities must continue to place individuals into other local provision where possible, through Housing Options services.

### 1.10 Assertive Outreach

1.10.1 Across GM all Local Authorities deliver a dedicated rough sleeper outreach service developed as part of the Rough Sleeper Initiative. All local authorities will be expected to align this resource with their ABEN delivery model and ensure that people who are sleeping rough are encouraged and prioritized to access ABEN where appropriate.

1.10.2 The Assertive Outreach approach includes:

- “case-finding” activities where workers regularly visit locations and respond to intelligence to visit new hotspot areas where there are known rough sleepers to engage with those people building relationships and trust.
- “Assertive referral follow up” where workers respond to specific referrals and attempts to make and maintain contact even when engagement is difficult.

1.10.3 Where people are ambivalent and/or resistant to offers of ABEN accommodation, Local Authorities are encouraged to work closely with non-commissioned and VCSE-led outreach services in a co-ordinated way, to effectively support people experiencing long term/repeat homelessness. Local Authorities should ensure timely access when people express an interest in ABEN, recognising this crucial window of opportunity to accommodate and support people with multiple, complex needs.

### 1.11 Homelessness Assessments

1.11.1 Assessments as part of the Homelessness Reduction Act (HRA) must be completed for all service users to determine eligibility for accommodation. GM ABEN provision exists to provide non-statutory accommodation where there is no reason to believe the individual may be in priority need, as per Section 5 of the Homelessness Reduction Act.

1.11.2 Where individuals are in priority need but deemed intentionally homeless, Local Authorities are encouraged to consider the suitability of ABEN placements and exercise discretion where possible. This assessment should take place prior to placement where possible.

1.11.3 No person should be accommodated in GM ABEN provision without a homelessness assessment under the HRA for more than 48 hours.

- 1.11.4 Where a Local Authority is routinely looking to ABEN to place individuals who are either priority need or intentionally homeless, commissioners should engage in an assessment of wider provision to ensure local commissioning is meeting the need of their homelessness cohort, in particular complex needs supported accommodation.
- 1.11.5 Local Authorities should seek to ensure that the Homelessness Assessment process and Personal Housing Plans is carried out in a trauma-informed way and works alongside other risk assessments and support plans carried out in ABEN accommodation. This should be an integrated process, which minimises duplication and doesn't require people to repeat the same information unnecessarily.

## 1.12 Support Model

- 1.12.1 An idealised summary of the desired support model is contained in Appendix 8. Whilst it is acknowledged that there may be some variation in service models across different support providers, accommodation set-ups and geographies, Local Authorities are expected to ensure that ABEN is aligned as closely as possible to this broad support model.
- 1.12.2 An individual should enter ABEN with a Personal Housing Plan, or be supported to complete one shortly after arrival, to ensure that their move on options from ABEN are clearly explored and responsibility for achieving this is clearly laid out.
- 1.12.3 The Personal Housing Plan can support the creation of an effective support plan for individuals when in ABEN accommodation.
- 1.12.4 GM ABEN will offer individuals support, on site or locally, that provides activity and focus on a day to basis as far as possible. This may take time to develop and involve partnerships with local groups and organisations.
- 1.12.5 As required individuals will be supported to access to primary care, mental health, substance misuse and welfare services. Routes to support for people speaking English as a second language should be identified. People should be assisted to access support services by linking into current integrated neighbourhood and place-based teams, community hubs, voluntary sector, charities and other public services.
- 1.12.6 ABEN aims to be **short term and transitional accommodation**. This should be clearly communicated to the client and ongoing support provided should be focused on timely move on. It is recognised that a fixed period of days is not helpful or achievable for some individuals. However, assurance will be sought from LAs on their move on efforts and measured against a set of outcomes linked to the actions taken to facilitate move on, as per the Outcomes Framework in Appendix 7.

- 1.12.7 As a scarce and emergency resource, it should be made clear that a stay in ABEN is time limited. If an individual is making no efforts to engage with support or find move on. Reasonable move-on options in line with current procedures and policies, must be accepted to enable the ABEN provision to accept other individuals who need it. Individuals must be offered choice and time to appeal any decisions. Repeat refusal of move on should be dealt with holistically by the Local Authority with regard to specific risks of a return to rough sleeping.
- 1.12.8 The process set out in Appendix 8 aligns to securing an onward referral to move on accommodation, or be actively looking for, properties within 56 days. However, it is acknowledged that time taken to secure Move On accommodation varies from person to person and depending on availability (e.g. supported housing waiting list). Local Authorities are advised to ensure that any applicable homelessness duty is kept open during people's stay in ABEN.

### **1.13 Involvement and Information**

- 1.13.1 The service must support individuals to make realistic choices, which reflect their views and aspirations.
- 1.13.2 As a minimum, individuals need to be made aware of the following information or reasonable access to:-
- Admission information
  - Support plans, needs and risk assessments
  - Complaints procedure
  - Whistleblowing/safeguarding procedure
  - Equality and diversity policy
  - Local amenities
  - Translation services
- 1.13.3 People accessing ABEN accommodation must be active participants in the support process, in line with a “No Decision About Me, Without Me” approach. This includes co-producing support plans, capturing people's strengths and aspirations, and having choice and control over the format and nature of the support planning process.
- 1.13.4 Local Authorities must ensure there are clear processes in place to record formal and informal feedback on the ABEN service and provide opportunities to ensure this feedback results in meaningful change, where practicable (e.g. adapting policies and processes).
- 1.13.5 Local Authorities should ensure that co-production is a core value of their ABEN service, working with the VCSE sector to facilitate this where appropriate. GMCA can support with embedding co-production and creating links with organisations to facilitate this.

### **1.14 Accommodation**

- 1.14.1 Provision of accommodation will be localised and vary from borough to borough to meet the needs of individuals in their locality and taking in to account local infrastructure and partnerships opportunities with the public, voluntary and faith sectors. Typically arrangements include a lease or spot purchasing of accommodation on a nightly basis.
- 1.14.2 Accommodation should in-borough where possible and where this is not the case it should be explicit on the location and size of ABEN accommodation that is procured out of borough and the approval of the receiving borough under the GM Out of Borough Temporary Accommodation Protocol.
- 1.14.3 Accommodation should afford residents the opportunity to cook their own meals. **Food** may be provided to clients to support them with material costs and to build good support relationships. Any joint eating areas must meet with strict hygiene and distancing rules for infection control as required by government guidelines. Local Authorities should ensure that some food is provided on some days where possible. Partnerships with food charities are encouraged, and existing Government funding is available <https://www.gov.uk/guidance/coronavirus-covid-19-apply-for-the-food-charities-grant-fund>.
- 1.14.4 Accommodation should be suitable for specific demographics where there is evidenced local demand, this may include women, people with pets and people with more complex needs. Local Authorities should work with Street Paws and other VCSE organisations, where having a pet is a barrier to access for people, to see whether these can be overcome.
- 1.14.5 Local Authorities should manage the relationship and performance management of the accommodation provider and landlord.
- 1.14.6 Local Authorities must carry out appropriate due diligence on prospective landlords and support providers and ensure the standard of accommodation meets the minimum requirements set out in Appendix 7. This due diligence includes ensuring that the landlord must demonstrate experience in working with a similar cohort to ABEN clients.
- The landlord must provide the clients with a written occupancy agreement with a rental charge included. Local Authorities must support the landlord and support provider to ensure accommodation costs can be covered by Housing Benefit or Universal Credit. If this will not be the case Local Authorities should set out why.
- 1.14.7 Local Authorities should carefully consider their plans for Winter Provision/SWEP and the role that ABEN accommodation will play in any additional accommodation provision.
- 1.14.8 All accommodation provided for ABEN should meet the GM ABEN Accommodation Standards (Appendix 7).

### 1.15 **Bed allocation**

1.15.1 Bed spaces will be allocated on a first come first served basis and according to need. I.e. disability access rooms, and accommodation with pets for those who need it.

1.15.2 As part of the resettlement process for people accommodated out of borough, individuals should be reconnected and resettled in the borough they have a local connection with, if it is appropriate and safe for them to do so. The wishes of the client with regards to long term re-housing and support should also be taken into account. This will require collaboration and partnership across Local Authority teams and an appreciation of each other's pressures and resources.

### 1.16 **Move-on**

1.16.1 Move On and Resettlement must be considered at every stage of an individual's stay in ABEN accommodation.

1.16.2 Local Authorities must ensure that support providers work pro-actively with individuals, Local Authority Housing Options/Solutions Services, referring agencies, accommodation providers and other services to try to achieve quick, realistic and sustainable move-on or reconnection.

1.16.3 People within ABEN are suitable for the Rough Sleeper Accommodation Programme and Local Authorities should ensure that RSAP is maximised to support move on through ABEN.

1.16.4 Move On should be considered holistically, with due regard to how people's new accommodation enables them to maintain their existing support networks, interests and hobbies. Move On to independent accommodation should involve linking in with local services (e.g. healthcare), amenities and community groups which will allow people to live rich, full lives.

## **APPENDIX 3 SERVICE DELIVERY AND MANAGEMENT**

1.1 The strategic liaison with GMCA and GM Local Authorities will come under the auspices of the GMCA Homelessness Team and the GM Homelessness Programme Board.

### 1.2 **Staffing**

1.2.1 Local Authorities will ensure sufficient and specified numbers of staff deliver the programme, ensuring safety and safeguarding considerations are fully met with regard to client needs. Staffing should reflect risk management protocols and be adequate to facilitate key functions:

- Acceptance of referrals, allocation of rooms and items
- Team management
- Building and site management
- Hygiene management and control
- 1-1 client support
- Data capture
- Liaison with other services.

These functions may be split across different organisations and some may be met by volunteers.

- 1.2.2 All ABEN provision will have a nominated manager and at least one deputy manager. Authorities should seek to ensure that there is management presence available (either on site or on-call via the telephone) at all times. Matrix management across multiple sites may be used.
- 1.2.3 Local Authorities will ensure that those employed have the **appropriate skills, qualifications, and competencies** to deliver a quality service to clients with a history of rough sleeping and multiple and complex needs. They will ensure that staff are able to work positively with clients to address their needs and aspirations proactively, realistically, and sensitively.
- 1.2.4 All staff and volunteers should have an up-to-date DBS check, reviewed regularly.
- 1.2.5 Local Authorities will ensure that they tackle all **employment issues** and will ensure that they:
- Comply with legislation prohibiting discrimination
  - Obtain relevant disclosures from the Criminal Records Bureau before engaging staff for the service
  - Ensure that staff are not on the Safeguarding Vulnerable Adults (POVA)/Safeguarding Children register
  - Ensure that a minimum of two written references, one from the last employer, is obtained and that the person is legally entitled to work in the UK.
- 1.2.6 Local Authorities will ensure that staff are fully aware of how to work in line with central government and Public Health England guidance in relation to Covid-19.
- 1.2.7 All staff and volunteers including management should be trained appropriately in health and safety, lone working, safeguarding adults, substance misuse, public health safety, and in equality and diversity. This includes where staff are outsourced to other organisations (e.g. security staff).
- 1.2.8 All staff and volunteers including management should be trained appropriately in health and safety, safeguarding adults, substance misuse, public health safety, and in equal opportunities and diversity. This includes security staff.

- 1.2.9 Local Authorities will ensure that staff are fully aware of how to work in line with central government and Public Health England guidance in relation to Covid-19
- 1.2.10 Where food is prepared or provided on site in ABEN provision, food safety certificates should be made available where applicable.
- 1.2.11 Local Authorities will enforce codes of conduct and disciplinary procedures for its staff and volunteers and take appropriate disciplinary action against any individual employed who transgresses the codes and procedures, or through commissioned organisations.

## 1.1 Psychologically-informed Support

- 1.1.1 All ABEN services will commit to undertaking **trauma awareness** training and be supported by Clinical Psychologists in trauma informed practice. ABEN seeks to provide accommodation and support for people who have multiple needs and experience exclusion, recognising the links to rough sleeping and destitution.
- 1.1.2 ABEN services are expected to take an elastic tolerance approach to minimising evictions and abandonments. This means taking creative and flexible approaches to dealing with issues which normally result in a warning or eviction. Whilst it is acknowledged that evictions can happen, particularly where behaviour that poses imminent harm to the person or someone else, eviction is the option of last resort. Staff behaviours, policies and procedures should appreciate the role of trauma in presenting challenging behaviour and seek to minimise re-traumatisation and overcome feelings of learned helplessness. Local Authorities are encouraged to utilise [Homeless Link's Reducing Evictions and Abandonments Toolkit](#) to facilitate this.
- 1.1.3 Within the boundaries of maintaining a safe environment to live and work, a proactive and flexible approach will be taken in respect of incidents within the ABEN provision, using person-centred responses to reduce harm, understand causes and triggers and support individuals. Individuals who have been excluded temporarily or permanently should be referred to the local rough sleeper outreach team and attempts made to re-engage them and potentially seek other accommodation options.
- 1.1.4 Support goals and activity for individuals should be documented in both **risk assessments** and **support plans**. These can be tailored to the cohort and provision to ensure that they are gender responsive and trauma informed and offer a template for good support risk and management.
- 1.1.5 All clients should have a clear **move on plan** either as part of their support plan or stand alone. This should take into consideration the information provided on their Personal Housing Plan if they have one. This plan should be discussed at the earliest suitable opportunity in order to support the client in accessing more suitable longer term accommodation and avoiding the ABEN service becoming a long term housing solution.



1.1.6 All ABEN services will commit to understanding what specialist support is available in their locality for specific cohorts, to work in partnership with specialist organisations to support people with specific needs, and to access further training where beneficial i.e. Sex work, domestic abuse, LGBT+, BAME, disability, mental health, substance misuse etc.

## **1.2 Accommodation sites**

1.2.1 Having secured locations to deliver the service Local Authorities will liaise with the GMCA and Public Health colleagues to identify suitability against key criteria including:

- Room layout / sleeping arrangements
- Availability
- Value for money
- Standard of accommodation
- Health and safety
- Accessibility
- Location
- Flexibility and ability to address divergent need where needed
- The suitability of premises to support 'Covid Compliant' environments

## **1.3 Liaison with professionals and services**

1.3.1 The ABEN service will build close working relationships with a variety of key partners to the benefit of clients. The staff will endeavour to make sure that communication is characterised by:

- Honesty
- Promptness
- Respect
- Realism
- Optimism and good faith.

## **1.4 Joint working**

1.4.1 Trust, respect and flexibility between agencies must be expected to maximise opportunities for clients and to make best use of scarce resources. It is thus expected that the ABEN staff should model excellent communication in keeping individuals and colleagues informed about decision-making, opportunities, changes and risk, and that this is reciprocated by referring agencies and other staff.

## **1.5 Communications**

1.5.1 Local Authorities should have their own Communications Plan setting out the process that they will undertake to communicate ABEN programme information in their locality. GM wide, generic, service information will be shared by GMCA Communications Team in consultation with Local Authority communications teams.

- 1.5.2 Service providers should direct all media enquiries to their Local Authorities who will liaise with their own press office and the designated GMCA officers in respect of the media. Any issues of media interest or concern will be communicated to the relevant stakeholders depending on the nature of the enquiry or in emergency services and will work positively with them to highlight the issue of homelessness.

## **APPENDIX 4 ASSURANCE AND LEARNING FRAMEWORK**

### **1.6 Approach to Assurance and Learning**

- 1.6.1 GMCA will coordinate regular assurance and learning meetings to monitor progress against the Outcomes Framework and the realisation of this specification. It is envisaged that Assurance and Learning meetings will be quarterly in the first year, moving to 6-monthly in years 2 and 3.
- 1.6.2 Local authorities are expected to participate openly and positively in the Assurance and Learning process will also provide a safe space for quantitative and qualitative analysis of performance against this specification. This includes: reviewing dashboard metrics, case studies, feedback from clients and organisations and an assessment of the 'maturity' of the ABEN model against both the idealised model in Appendix 8 and the recommendations of the Heriot-Watt research in Appendix 9.
- 1.6.3 Local Authorities will comply with reasonable requests for information from the GMCA and other key stakeholders in respect of the programme to help the appraisal, development and evaluation of services.
- 1.6.4 Local Authorities are expected to continue to work towards implementing the recommendations from the Heriot-Watt evaluation listed in Appendix 9. GMCA will support Local Authorities to embed these changes and liaise with relevant stakeholders where wider systems change is required and will review progress against these objectives within the Assurance and Learning framework.
- 1.6.5 GMCA is well-positioned to co-ordinate a 6-monthly Community of Practice of ABEN providers, providing informal channels for learning, peer-to-peer reflective practice and the sharing of best practice across the whole ABEN system.

### **1.7 Data and recording:**

- 1.7.1 Local Authorities will use ABEN Emergency Provision Database (ABEN EPD) to log all referrals, activity and move ons from the service. Outputs from this database will

- 1.7.2 Local Authorities are encouraged (along with support providers) to participate in the Super User Group which enables mutual troubleshooting and access to advise on use of the database. GMCA can also provide first line support on any issues experienced whilst using the database.
- 1.7.3 Local Authorities have access to live Dashboards and Reports on current ABEN performance and should have processes for regular review and reflective practice on performance against the key metrics.
- 1.7.4 Assurance and Learning meetings will consider a snapshot of the data provided within ABEN EPD and provide a forum for talking through any issues and insights into quantitative measures of performance.

## APPENDIX 5 INFORMATION MANAGEMENT

- 4.1 Local Authorities and providers of ABEN will use their own Confidentiality and Privacy policies and will comply with best practice and the law to make sure that individuals are aware of the information that is held and give informed consent where necessary in regard to the sharing of information to enable access to services.
- 4.2 Individuals or their representatives have the right to see their personal files held by the Local Authority and their Service provider in accordance with the Data Protection Act 1998, the common law and other relevant national and international legislation including GDPR.

## APPENDIX 6 FINANCE

- 5.1 Payments will be allocated from the GMCA quarterly in arrears. Local Authorities will be aware of their quarterly grant claim as a proportion of their overall grant allocation. This will be supplemented with NRPF as needed.
- 5.2 The total allocation to a Local Authorities for delivering the GM ABEN service will be dependent on individual Local Authority delivery costs.
- 5.3 Funding will be set at a fixed rate, to allow certainty for Local Authorities in their onward commissioning and staffing arrangements. Local Authorities will still be required to submit expenditure reports with invoices each quarter to demonstrate actual spend against grant allocation.

## APPENDIX 7 Accommodation standards

| Categories                              | Minimum Standards   |
|---|---|
| <b>Opening Times</b>                    | Wherever possible, people should be able to access the emergency accommodation 24hours a day, according to their occupancy agreement.*  |
|   | If the provision is shared sleeping accommodation (Night Shelter) it may be shut from 8am-7pm but alternative locations for people to be should be sought. **   |
|   | People who are working should be able to negotiate to arrive after the usual closing time in the evening if this applies (Night Shelter). **  |
| <b>Respect</b>                          | People should be treated with respect and dignity by staff and volunteers at all times.   |
|   | Where security guards are used then they should be carefully selected and inducted to ensure that they are working within an ethos of respect and support.  |
| <b>Safety</b>                           | As a priority staff should aim to create an environment where everyone feels safe and where issues regarding safety can be openly reported.   |
| <b>Age Restrictions.</b>                | No one under 18 should be allowed to stay in emergency accommodation that isn't specifically designed for this age group and referrals should be made to the Local Authority Children Services Team.                            |
| <b>Acceptable Behaviour &amp; Rules</b> | There should be a set of clear rules displayed clearly in each building which is being used as GM ABEN accommodation. These should be positive 'I will/I can' statements, as well as laying out activity that is not permitted. |
|   | A written agreement should outline the code of conduct which people are expected to abide by. This should be explained to each person on their first night.   |

|                                   |   |
|-----------------------------------|---|
|                                   | The use of pictures, translation such as Google translate or translated materials should be used to help explain them to people with limited English.   |
|                                   | There should be clear and non-judgmental route for residents to lodge complaints or raise issues about the provision.   |
| <b>Belongings</b>                 | If in shared sleeping arrangements (Night Shelter), a place for people to safely store a small amounts of belongings should be provided.**  |
| <b>Food/drinks</b>                | There should be a dedicated, separate food preparation area where meals are prepared on site in line with Covid-Complaint guidance***   |
|                                   | Services should aim to provide hot food free of charge on some if not all nights of the week. If a hot meal cannot be provided on site, signposting options should be provided where people can access this during the evening and day. |
|                                   | Snack facilities such as tea and toast should be made available at the accommodation in line with Covid-Complaint guidance**  |
| <b>Toilets/washing facilities</b> | Dependent on location and capacity, there should be appropriate toilet and washing facilities available in line with health and safety requirements. Shower facilities are also highly recommended.                                     |
|                                   | Hygiene regimes in shared facilities should comply with Covid-Compliant guidance.   |
| <b>Beds</b>                       | A bed/mattress should be provided for each person. This should be free from damage and stains and have impervious finish to facilitate cleaning.  |
|                                   | If provided, sheets should be laundered daily and bedding should be laundered regularly. Soiled bedding should be removed immediately.  |
|                                   | Beds should be separated by the maximum distance the accommodation allows or at least 2m to be Covid-Compliant.   |
|                                   | There should be separate sleeping areas for men, women and couples.   |
| <b>Activities</b>                 | Where possible, a range of things should be provided for people to do such as games, books, access to the internet, TV/films etc. Consideration should be given to ensure that activities support Covid infection control.              |
| <b>Safety Standards</b>           | Accommodation should meet legal standards for accommodation for vulnerable people. Where the landlord is a LA or RP they will meet the standards of the Regulator/Charities Commission.   |

\*Subject to professional guidance regarding benefits and liability impacts.

\*\*It is expected that over time, congregate accommodation will be phased out, at which point these provisions will no longer apply. Until such a time, the overriding principle remains that people should be able to access their accommodation at any time and any restrictions on this must be minimised and gradually eliminated.

\*\*\*Where there is not current specific Covid-Compliant guidance on the above, we will seek to provide it by working with Public Health England and local leads to establish sensible best practise. We are also happy for good working practise that has been developed locally to be evidenced and approved by Directors of Public Health.

## APPENDIX 8 – Ideal Customer Journey

### 1. Referral (Day 0)

- Referral made by Rough Sleeper/Housing Options Team, following triage to ascertain eligibility.
- Support Provider reviews referral and makes contact to arrange move in.
- Customer is introduced to the service and provided with the basic necessities to get settled (e.g. toiletries)
- Support providers build an outline risk assessment based on Personal Housing Plan (if done) and information from other agencies.
- Application for Housing Benefit/Universal Credit made.

### 2. Settling In (Days 0-7)

- Customer and Support Work review and agree risk assessment.
- Customer and Support Worker begin to develop a strengths-based support plan, which includes:
  - **Next Steps:** Early thoughts around move on expectations are explored and an outline Move On plan aligned to Personal Housing Plan is developed, which frames all future support conversations.
  - **Mitigating the impact of rough sleeping:** An overview of the person's current mental/physical health and ensuring all agencies are engaged and appointments arranged with (for example) GP, substance misuse support.
  - **Keeping busy:** connecting with at least one activity (e.g. communal meal, movie night etc.)

Support plans are as informal as possible at this stage and take place (within reason) at a time and place that works for the customer. Great examples include a walk around the local area, in a coffee shop etc.

- Local Authority arrange homelessness assessment where not already carried out.
- Customer is introduced to a peer mentor who will build a rapport, get to know them and answer any questions on the ABEN service.

### 3. Developing the Move On Plan (Days 8-14)

- Second support plan review, key focus includes:
  - **Reflective practice:** Reviewing how the customer feels about the service, any early issues are identified and making sure the customer feels safe and supported.
  - **Move On Advice:** Support Worker provides realistic advice and signposting on options and customer further develops and agrees their move on plan and thinking about the steps needed to secure a referral (e.g. Lettings Agent appointment, supported housing referral).
  - **Income Maximisation:** ensuring customer is in receipt of the right benefits and other income, in partnership with DWP colleagues to support affordability of move on accommodation.

- Multi-agency meeting with all key agencies supporting the customer (e.g. substance misuse, Mental Health etc.) to sense-check/align support plan.

#### 4. Taking Action: Practical Preparedness (Days 14-28)

- Support sessions are goal-oriented and encourage people to take practical, empowering steps towards their move on destination, including:
  - **Building a support network:** Attend first appointments (where possible within timeframes and not already completed) with GP, Substance Misuse Worker, CMHT etc.
  - **Getting stuck in:** Support Worker and Customer begin process of completing move on paperwork (e.g. supported accommodation referral), and/or begin a tentative property search (PRS/Social) based on realistic options.
  - **Learning new things:** Support Worker and Customer carry out a Life Skills Review (e.g. budgeting, bills, cleaning, etc.), looking at the knowledge and skills needed to thrive in their next placement, matching this against the customer's existing strengths and looking at areas for development.
  - **Getting kitted out:** (if PRS/Social) Support Worker and Customer build an inventory of items needed for move on e.g. furniture and begin to plan for funding and community support to access affordable items.
- Customers should be in a position where they are ready to make a referral/begin an earnest accommodation search within 28 days.

#### 5. Psychological Preparedness (Days 28 – 56+)

- Support sessions focus on emotional preparedness for the next step, reducing anxieties by focusing on:
  - **Early engagement:** arranging tours of the accommodation and meeting staff/customers/neighbours, so people know at least one friendly face.
  - **Focusing on the opportunities:** introducing people to local clubs, community groups, religious/cultural centres near to their new accommodation, based on their interests and aspirations.
  - **Gentle encouragement:** Support Workers recognise that big decisions and transitions can be retraumatising and provide patient encouragement, positive reinforcement of progress made and psychologically-informed ways of supporting people through any bumps in the road (e.g. relapse/crisis).
- Within this phase (if not before) Customers are expected, with as much support as needed, to have secured a referral to their move on destination, or be actively looking for accommodation.
- Education, Training and Employment options are considered where the customer identifies this as an aspiration. These conversations are framed around the agreed move on destination e.g. local colleges, ESOL classes etc. near to desired accommodation.
- A Peer Mentor will provide ongoing informal support to guide people through the process and make the process of finding accommodation seem more possible.

- The outcome of the Homelessness Duty is determined and PHPs are finalised and signed off.

### 6. Move On offer Accepted

- Support Worker and Customer will work together to arrange the practicalities of the move including (for example): transport, new housing benefit claim, setting up utilities etc..
- Support Workers will liaise with all involved agencies of the move and ensure continuity of support by (for example) supporting the Customer to change their address with each agency.
- An initial meeting with the customer's new keyworker will be arranged prior to move in to ensure a seamless and supported transition, including the handover of all existing support plan and risk assessment information.
- The Customer will meet with their new keyworker where possible to begin building a relationship and allay any fears.
- Customers are offered the chance to become a peer mentor in future to provide support to others in ABEN accommodation.

## APPENDIX 9 – HERIOT-WATT RECOMMENDATIONS

The following recommendations have been made to improve A Bed Every Night and have been ranked against a maturity assessment framework as follows:

**Starting out:** there is the intention to implement this recommendation, but no action taken as yet.

**Making progress:** recommendation implemented in some areas (but not others), or some action has been taken with limited progress to date.

**Maturing:** Significant progress continues to be made to implement this recommendation. Although there may be further work needed, there is confidence in full (or near-full) adoption in the near future.

**Doing Well:** Recommendation has mostly been implemented, with some minor outliers. There may be systemic barriers which prevent this recommendation being fully adopted, or practical reason why full implementation is not possible yet.

**Complete:** Recommendation implemented fully across all areas and services.

| Type                            | Recommendation  | Current Status |
|---------------------------------|---|----------------|
| Swift action assertive outreach | 1. We would recommend that future analyses of ABEN move-on outcomes report single outcome categories, as opposed to aggregating these into questionable meta-categories |                |
| Swift action assertive outreach | 2. Ensure that adequate and sufficiently proactive and persistent outreach services are in operation where needed. Supplement RSI monies via LA funds                   |                |



| Type                                   | Recommendation  | Current Status |
|--|---|----------------|
|  | and/or GMCA ABEN grants to ensure effective outreach where required.  |                |
| <b>Swift action assertive outreach</b> | 3. Address exclusionary practices and processes that can block or delay access to ABEN among those who need it, including inadequate 'out of hours' provision and non-responsiveness and lengthy verification processes.  |                |
| <b>Swift action assertive outreach</b> | 4. Ensure sufficient capacity in ABEN accommodation to continue to accommodate new 'flow' into rough sleeping, rough sleeping risk and the engagement of long-term rough sleepers who decide to access the programme. Ensure sufficient capacity of NRPF specific provision.  |                |
| <b>Swift action assertive outreach</b> | 5. Develop prevention interventions seeking to minimise the risk of (specifically) rough sleeping (as opposed to other forms of homelessness) and informed by improved data collection regarding the underlying causes and immediate triggers of rough sleeping or rough sleeping risk among ABEN users.  |                |
| <b>Swift action assertive outreach</b> | 6. Improve the offer to those experiencing entrenched rough sleeping and unwilling or reluctant to access emergency accommodation, either through ABEN or other services. This could include: greater provision of very low-barrier accommodation with high-tolerance of those with active and problematic addictions; responsive, flexible and persistent access to drug and alcohol services while on the street, in accommodation and/or cycling through multiple informal living situations. Improve the accommodation offer accessible to this group to maximise their likelihood and willingness to 'come inside' including via direct access to Housing First tenancies. |                |

| Type                                   | Recommendation   | Current Status |
|--|--|----------------|
| <b>Swift action assertive outreach</b> | 7. Develop guidance to assist LAs and other relevant services assessment of whether prospective ABEN users are 'at imminent risk of rough sleeping' to ensure that ABEN capacity is safeguarded for this group. Work with agencies to ensure that ABEN is used as a 'last resort' rather than 'first port of call', without compromising it's capacity to provide immediate access to accommodation. Ensure that those not eligible or deemed in need of ABEN accommodation are encouraged and enabled to return to referral and assessment agencies if their situation worsens. |                |
| <b>Housing Led</b>                     | 8. Cease use of night shelter accommodation entirely and ensure that everyone has uninterrupted, full-time access to their ABEN accommodation.   |                |
| <b>Housing Led</b>                     | 9. Rapidly move to single room only accommodation provision and cease use of dormitories and shared rooms. If dormitory/shared room accommodation continues to be used, ensure that privacy and safety are maximised and that lengths of stay are short.   |                |
| <b>Housing Led</b>                     | 10. Minimise use of congregate accommodation and maximise use of self-contained options. Where congregate accommodation is used, these should in so far as possible be smaller scale, enable access to facilities required for people to meet their needs (cooking, laundry, wifi), maximise residents' control over their immediate environment, and have sufficient security and support on site to minimise stressors and maximise feelings of safety.  |                |
| <b>Housing Led</b>                     | 11. Monitor and review as three distinct outcomes 1) eviction and exclusion practices and outcomes; 2) avoidance and abandonment outcomes; 3) repeat ABEN accommodation use, with a view to 1) enhancing understanding of their drivers; 2) implementing rapid responses to ameliorate negative impacts where such phenomena occur; and 3) developing  |                |

| <b>Type</b>        | <b>Recommendation</b>   | <b>Current Status</b> |
|--------------------|---|-----------------------|
|                    | strategic plans to radically reduce or eliminate their occurrence.  |                       |
| <b>Housing Led</b> | 12. Work with housing-providers to increase lets to ABEN users, including increasing provider commitment of tenancies to the Housing First pilot programme.   |                       |
| <b>Housing Led</b> | 13. Direct GM-level grant funds to a housing-related support programme to help ensure post-ABEN accommodation-sustainment. In addition to improving housing outcomes, this will help secure and maintain buy-in and concrete commitment of properties from housing providers.   |                       |
| <b>Housing Led</b> | 14. Accord ABEN users greater priority in the allocation of new lets available via the Ethical Lettings agency 'Let us'. Consider 'Let Us' provision of high quality shared PRS tenancies for ABEN users (Note: while HMO-style accommodation is generally not desirable to ABEN users, it is often the only feasible affordable option).   |                       |
| <b>Support</b>     | 15. Value, support and develop the ABEN workforce: ensure that ABEN support workers have sufficiently low caseloads to enable effective individually-tailored, and – where required – intensive support and case management. Empower frontline workers to provide genuinely personalised support including through access to personalised budgets or flexible funds to meet the immediate (and often low-cost) needs of ABEN users. |                       |
| <b>Support</b>     | 16. Develop a GM wide vision for support provision in ABEN services extending beyond the 'minimal standards' currently in place. This will better recognise the breadth and scope of work already undertaken by ABEN staff and raise the minimum standard of support available to ABEN users.   |                       |

| <b>Type</b>    | <b>Recommendation</b>   | <b>Current Status</b> |
|----------------|---|-----------------------|
| <b>Support</b> | 17. Recognise the profound link between people's immediate living environment and their capacity to meet their own needs and engage and make best use of wider support (see Housing-led responses recommendations).   |                       |
| <b>Support</b> | 18. Audit support models deployed in ABEN services with a view to assessing 'fit' with needs profile of users and existing evidence pertaining to effective support models.   |                       |
| <b>Support</b> | 19. Ensure support is available to those with NRPF to enable them to make best use of legal advice they are given. Explore funding mechanisms via which to enhance the support offer, where needed, to include drug and alcohol services and other support required by those within this group who are experiencing homelessness alongside other needs  |                       |
| <b>Support</b> | 20. Prioritise a mixed-strategy to improving the availability of mental health support to ABEN users, including efforts to pursue rapid-improvements in access to mainstream clinical services for this group, increased capacity in specialist support available to ABEN staff in responding to the mental health needs of ABEN clients, recruiting staff with mental health expertise into the ABEN staffing structure. |                       |
| <b>Support</b> | 21. Engage in targeted work to improve timely access to drug and alcohol services for ABEN users, prioritising swift access where this will ensure sustainment of accommodation and avoid returns to the street.  |                       |
| <b>Poverty</b> | 22. Explore the potential to roll out evidence-based, asset-based approaches to support within ABEN accommodation, including a focus on education, training and employment opportunities. This recommendation would depend on ABEN support workers having reduced caseloads and increased capacity.   |                       |

| <b>Type</b>    | <b>Recommendation</b>   | <b>Current Status</b> |
|----------------|---|-----------------------|
| <b>Poverty</b> | 23. Consider ways to mitigate the work disincentive effects of a move to rent-recovery via the benefits system for those in ABEN accommodation able to seek and access employment.  |                       |
| <b>Poverty</b> | 24. Seek to minimise the anti-integration effects of ABEN Accommodation environments and maximise swift access to self-contained move-on accommodation where possible (see Housing-led recommendations).                                    |                       |
| <b>Poverty</b> | 25. Explore with ABEN users who have children, how (if at all) living in ABEN impacts on these relationships and seek to accommodate individuals in or seeking contact with their children in environments where this is safe and possible. |                       |

**ANNEX 2**

**THE TAMESIDE CAS-3 2022-25 PROGRAMME**

**GREATER MANCHESTER COMMUNITY ACCOMMODATION TIER 3**

**SERVICE SPECIFICATION CAS3 2021 – 2022**

12.1. For the purposes of this document, the following terms will be used:

|  |  |
|--|--|
| <p>Greater Manchester Probation Services – (GMPS)</p> <p>This is inclusive of:</p> <p>Homelessness Prevention Team (HPT)</p> <p>Community Probation Practitioner (CPP)</p> <p>Greater Manchester Integrated Rehabilitation Services (GM IRS)</p> | <p>Refers to regional probation service, since reunification</p> <p>HPT: Homelessness Prevention Team are part of GMPS and are leading on CAS3 alongside GMCA</p> <p>CPP: the person supervising the person leaving prison, responsible for risk management and Licence</p> <p>GM IRS: to provide effective rehabilitation and resettlement services that address criminogenic needs unmet by GMPS core programmes (Accredited Programmes, Unpaid Work and Structured Interventions). It has been agreed that GMPS will devolve their national ‘Dynamic Commissioning Framework’ responsibilities for commissioning of services through to GMCA.</p> |
| <p>Her Majesties Probation &amp; Prison Service (HMPPS)</p>  | <p>Refers to the Reducing Reoffending Directorate who are leading on CAS3 for HMPPS nationally</p>   |
| <p>Local Authority/ies (LAs)</p>   | <p>Refers to the 10 Greater Manchester Local Authorities, in their capacity as statutory homelessness authority and holding access to ABEN and AFO move on resources</p>   |

|  |   |
|--|---|
| Accommodation Provider   | Refers to Provider of CAS-3 accommodation. This may be the Local Authority, and/or the same as the Support Provider |
| Support Provider   | Refers to Provider of CAS-3 support. This may be the Local Authority, and/or the same as the Accommodation Provider |
| Collectively the above will be referred to as ‘CAS-3 Partners’ |   |
| Person on Probation  | potential CAS3 resident   |
| CAS3 Resident  | Person on Probation residing in CAS3 property   |
| Collectively the above will be referred to as ‘the Client’     |   |

### 13.0 ELIGIBILITY CRITERIA

13.1. CAS-3 provides Accommodation & Support to people under the supervision of Probation who meet the following criteria:

- A person leaving a custodial setting (Prison, Approved Premises or BASS) whose home address is in Greater Manchester and who has nowhere safe to stay upon the first night of release
- Is over the age of 18 of any gender
- Has been identified and referred by their Community Probation Practitioner with evidence that preventative, statutory and discretionary options have been exhausted through the timely and complete submission of a Duty to Refer and subsequent work with Local Authority and other organisations pre-release. This is expected to include the following scenarios:
  - i. The client been supported whilst in custody to identify accommodation upon release, with prevention and mediation support from the Integrated Re-Settlement Service
  - ii. The client been assessed by the Local Authority as ineligible for interim accommodation (through Duty to Refer or Pre-Release Meeting)

- iii. The client been assessed by the Local Authority as ineligible for discretionary interim accommodation (i.e. A Bed Every Night or other)

13.2. CAS3 is **not** available to:

- people on probation subject of a community order or suspended sentence,
- people released after a period on remand, not under the supervision of the probation service
- to those on home detention curfew
- those released at their sentence expiry date,
- prison leavers who refuse to consent or refuse to sign the compact,
- prison leaver poses such a high risk of harm that the available CAS-3 accommodation is deemed unsuitable – as agreed between the GMPS and Local Authority with an ongoing accommodation duty to manage risk and safely accommodate people under Probation falling to GMPS,
- those deemed eligible for interim accommodation or other discretionary accommodation by local housing authorities,

#### **Duty to Refer and Statutory Homelessness (HRA) assessment**

- 13.3. GMPS is responsible for deeming eligibility to CAS-3. To make this work, they must work in partnership with the Local Authority with regard to homelessness assessment via Duty to Refer and scheduled Pre-Release meetings.
- 13.4. A Housing need assessment under Part VII of the Housing Act 1996 (amended by the Homelessness Reduction Act 2017) should be completed for all people on Probation who are being referred to CAS3 to determine eligibility into accommodation pre-release.
- 13.5. The GM CAS3 provision exists to provide non-statutory accommodation where there is no reason to believe the individual may be in priority need and eligible for interim accommodation, yet they will be homeless upon release with nowhere safe to stay that night and requiring ongoing support to identify safe and settled accommodation.
- 13.6. If a Duty to Refer has been submitted to a Local Authority, it must be completed before it can be recommended to another Local Authority for an out of borough placement or to consider alternative local connection.
- 13.7. In the exceptional event that eligibility for interim accommodation has not fully been established upon release due to procedural delays or otherwise, it is suitable that CAS-3 be used to enable time for this to completed. It is the



responsibility of the Local Authority to complete the assessment within 5 working days of the CAS-3 resident's stay.

- In the event that assessment concludes eligibility for statutory or discretionary interim accommodation, the Local Authority must action this as soon as possible in full communication with the GMPS.
- In the event that assessment concludes that the client has suitable alternative accommodation, their CAS-3 licence will be terminated upon arrangement to access this.
- In the event that assessment concludes no eligibility for statutory or discretionary interim accommodation, the client's stay must be ended within 84 days with settled or alternative accommodation. This is not the responsibility for the Local Authority but they should assist the GMPS and Support Provider to finding solutions where possible.

13.8. Out of Borough: placement can be sought in a Local Authority area where the Client does not have a local connection for the following reasons:

- Client is subject to exclusion from local connection area due to crimes commitment or ongoing risk to victims
- Client requires self-contained accommodation due to high risk nature of offence or requirement for single sex accommodation (and there is no provision within borough)

13.9. Provision of self-contained accommodation is expected to be in high need and all boroughs should seek to achieve the maximum amount of self-contained accommodation to mitigate the need for out of borough placements.

13.10. Where a Client is accommodated out of borough, GMPS will be responsible for ensuring their Probation Officer is aware and any changes in supervision are made.

13.11. Where a Client is accommodated, the support attached to that accommodation will be mobilised. i.e. CAS-3 support is not expected to reach out of borough.

13.12. It should be assumed as standard that the long term housing duty will remain with the Local Authority where the Client has a local connection. This would only change in exceptional circumstances relating to risk and exclusions.

13.13. CAS-3 partners must be flexible and work in close partnership with one another to ensure that the CAS-3 service can be used to prevent actual homelessness until a resolution is found. (Note Mobilisation Period requires additional flexibility and communication between Local Authorities where demand is higher than CAS-3 capacity).

13.14. The recipient of CAS3 accommodation services must:

- be supervised by the providers of probation services;
- give their consent to receive the service;
- give their consent to the sharing of information for the purposes of the service;
- sign the GMPS Accommodation Compact (behavioural agreement) that sets out the recipients' responsibilities.

#### **14.0 SERVICE STRUCTURE**

- 14.1. The GMPS will manage eligibility and referral, with support from Local Authorities regarding Duty to Refer and Homelessness Assessments as detailed above. GMPS is also accountable for licence and risk management during course of CAS-3 Resident stay.
- 14.2. Local Authorities will manage the Accommodation and Support Provider. A Single Point of Contact will be identified upon mobilisation.
- 14.3. Local Authorities will use their experience and expertise in this space to enable effective assessment, support and move on in partnership with GMPS. This will result in 10 localised delivery models of CAS-3 across Grater Manchester. **See Appendix 1: Local Delivery Models.**
- 14.4. GMPS will be accountable for the move on outcome with practical reliance on the Support Provider and Local Authority to help enable this, as detailed below.

#### **15.0 FUNDING MODEL**

- 15.1. GMCA will hold the grant funding from MOJ for the CAS-3 service. Funding will be provided quarterly in advance to Local Authorities.
- 15.2. GMCA will grant fund Local Authorities to procure accommodation and support against the GM specification.
- 15.3. In extenuating circumstances, GMCA will directly procure accommodation on behalf of the Local Authorities.
- 15.4. Under the terms of the MOJ grant, accommodation is not eligible for welfare reclaim via Housing Benefit or Local Housing Allowance.
- 15.5. The maximum funding for accommodation and support per night is nominally £65, with an expectation that this split around £50 accommodation and £15 support. The specific breakdown will be specific to each Local Authority based on their providers and delivery model against the specification.
- 15.6. Upon agreement of the local delivery model and specific costs, GMCA will complete a Grant Funding Agreement with each Local Authority. Agreed capacity may deviate from the initial modelling.

## 16.0 ACCOMMODATION CRITERIA

- 16.1. Procurement of an Accommodation Provider by either the GMCA or Local Authority must meet the following criteria:
- 16.2. Accommodation to be made available for a maximum of 84 nights per CAS-3 Resident.
- 16.3. Accommodation Provider will accept client's with low to high risk assessments relating to offending history including those with arson and sex offender convictions or behaviours.
- 16.4. Accommodation Provider is experienced in working with partnership with statutory agencies for the purposes of risk management.
- 16.5. Accommodation will be made available exclusively to the CAS-3 service, or with shared use for A Bed Every Night where this is explicitly agreed.
- 16.6. Accommodation is procured in locations deemed suitable by both the GMPS and Local Authority for risk, community cohesion and service access purposes. GMPS will work with Greater Manchester Police and other relevant agencies to identify suitability for specific individuals at point of referral.
- 16.7. The Accommodation Provider shall maintain an Accommodation List that can be requested by the GMPS with 24 hours' notice. The Accommodation List shall include details of the Accommodation, broken down by property and set out as a minimum:
  - if the Accommodation is Available, Occupied or Allocated including relevant dates;
  - the specific room and address details;
  - any known exclusions for the address (i.e. male only);
  - suitability for recipients with disabilities, including (but not exhaustive), hearing or visual impairment, physical disabilities, including wheelchair users.
  - the type of property (e.g. flat, house);
  - anonymous risk information regarding other residents living at the property, and;
  - any further relevant information.
- 16.8. Accommodation will be suitable for those with additional needs (for example, accessible accommodation for those with disabilities) where needed. This may not be available in every local delivery area and therefore may require cross boundary placements.
- 16.9. Accommodation capacity to meets the modelled demand (see Table 1), or as agreed otherwise, with a mix of accommodation that is fully self-contained or up to 4 rooms in a House of Multiple Occupation.
- 16.10. The Provider will seek to provide up single occupancy self-contained accommodation, for 50% of the local cohort.

- 16.11. Each Accommodation unit shall be dedicated to single gender usage (i.e. men or women or transgender (as required)). A minimum of 10% of total Bed Spaces shall be kept exclusively for women, which may include changing the gender usage depending on demand.
- 16.12. Accommodation is compliant with the Decent Homes standard and that is approved and licenced for the appropriate use by Local Authority Regulatory Services
- 16.13. In the collection, handling and storing of data the Supplier shall ensure it complies with Data Protection Act 2018 (DPA 2018) requirements and the following legislation; Human Rights Act, 1998, Crime and Disorder Act, 1998. Minimum security requirements will be required to protect personal data.
- 16.14. Suppliers will need to adhere to cyber essentials in line with the National Cyber Security Centre guidance <https://www.ncsc.gov.uk/guidance>

16.15. Accommodation that is fully furnished, fitted with the following items:

- Towel x1
- Set of toiletries
- Kitchen utensils
- Non-perishable food
- Bedding
- Clothes storage
- Single bed
- TV
- WIFI access
- Cooker
- Fridge
- Cutlery
- Cooking items; saucepan, frying pan
- Washing up materials
- Tea towel and cloths
- Seating and table in kitchen/living area
- CCTV on entrances, exits and halls in HMO properties
- A proportion of the properties to be agreed are required to be disability access properties as per Part M4(2) of the Building Regulations.

16.16. The following items should be expected to be replaced upon the turnover of accommodation, i.e. the Client will have recourse to take these items with them:

- Towel x1
- Set of toiletries
- Non-perishable food
- Bedding covers

16.17. The Accommodation Provider will be responsible for Property Management and Tenancy Management to the following core standards:

16.18. **Property Management:**

- All routine repairs and maintenance
- Weekly cleaning
- Utilities costs
- Council tax payment
- Repair of any and all damages incurred, be they intentional or accidental
- Any gardens at the Accommodation shall be secured by the Accommodation Provider by fencing and/or walls, clear of rubbish and there should be no debris that could cause harm including broken glass and potential weapons.
- Accommodation complies with the respective Local Authority housing standards and with the Housing, Health and Safety Rating System published by the Ministry of Housing, Communities and Local Government.  
<https://www.gov.uk/government/publications/housing-health-and-safety-rating-system-guidance-for-Landlords-and-property-related-professionals>
- Smoke alarms and carbon monoxide alarms are fitted and tested in accordance with the Smoke and Carbon Monoxide Alarm (England) Regulations 2015.
- Void turnover within 24 hours unless extenuating circumstances of damage or additional cleaning are required and reported.

#### 16.19. Tenancy management

- Meeting the CAS-3 resident at the property to check them in and ensure items at 5.14 are available to the resident
- Issuing the CAS-3 resident an excluded licence that in no ways confers tenancy rights and enables immediate termination of licence by decision of the Accommodation Provider
- Managing evictions against licence conditions
- Minimum weekly visits to the property to check condition and usage.
- Provider is contactable by the CAS-3 resident/and or relevant support service within office hours (9am – 5pm Monday-Friday), with contactable person and repairs function response available out of office hours in emergencies.
- Issuing licence termination at the request of GMPS or at 84 days. Early notification (Departure Reminder) of the 84 days end 2 weeks before, in line with advice from GMPS and/or the Local Authority.
- Communication to the CPP of Reportable or Major Incidents of which the Accommodation Provider is aware that relate to the CAS-3 Resident (see reportable and Major Incidents below).
- On planned departure, CAS3 Residents should take all of their personal items with them. The Accommodation Provider accepts no responsibility for anything left at the premises by the occupant at the end of the term of residence and the recipient agrees that the Accommodation Provider may dispose of them in any way they see fit.
- In the event of an unplanned departure, where a CAS3 Resident is unable to take all their property with them the Accommodation Provider should safely retain the items for up to 7 days. The Accommodation Provider must make contact with the client or with their next of kin and where appropriate the Community Probation Practitioner in attempting to return the property. In such circumstances, an inventory must be taken of all the belongings indicating, where possible, the value of them. The member of staff involved should sign the inventory.

#### 16.20. Unacceptable behaviour/ withdrawal of Accommodation

- I. If problems arise with the behaviour of the Client, the Accommodation shall raise these with the Client, wherever possible, to discuss openly and seek a resolution.
- II. It is expected that there will be instances when Clients will behave in a way which will undermine their involvement in the Service. The Accommodation Provider should ensure that the reasons for any concerns are investigated.
- III. The Accommodation Provider shall ensure that GMPS shall be informed of any concerns, relating to or received by a Client immediately upon becoming aware of the same by phone, or if unavailable by email. Any contact must be followed up to check it has been received and to confirm what action is taken.
- IV. The GMPS must act on any concerns that are raised by the Accommodation Provider. The action(s) will depend on the nature of the concerns raised. The GMPS will need to consider whether the Client is in breach of their custodial Licence, or Post-Sentence Supervision requirements, depending on the terms under which they are being supervised by probation, and therefore whether to take enforcement action (apply sanctions). The actions must include acknowledging to the Accommodation they have received the concerns from them, within one business day (Monday – Friday) and providing an update as to the action(s) taken/ to be taken, also within one business day (Monday – Friday).

## **17.0 SUPPORT CRITERIA**

- 17.1. Procurement of support by the Local Authority must meet the following criteria:
- 17.2. The Support Provider will work alongside and in regular communication with the GMPS and Local Authorities to fulfil the objective of a safe and supported stay in CAS-3 provision and supported move on within 84 days.
- 17.3. The Support Provider will work pro-actively with CAS3 residents, Local Authority Housing Options/Solutions Services, rough sleeper initiatives, referring agencies, accommodation providers and other services to try to achieve quick, realistic and sustainable move-on or reconnection. Consideration should be given for the MHCLG Accommodation for Ex-Offenders Funding developed for use alongside Community Accommodation Services. This can be accessed via identified Local Authority and is ring fenced funding for people within the criminal justice system.
- 17.4. It is the responsibility of the Community Probation Practitioner and not the Accommodation and/ or Support Provider to ensure the Client has moved onto settled accommodation on or before the 85th day in the CAS-3 temporary accommodation. The Accommodation and/ or Support Provider should work with the Community Probation Practitioner to support move on arrangements.
- 17.5. Communication to the CPP of Reportable or Major Incidents of which the Accommodation Provider is aware that relate to the CAS-3 Resident (see reportable and Major Incidents below).
- 17.6. Communication to the CPP or any behaviour by the Client that may be deemed as unacceptable behaviour with regards to their license in the accommodation or under the terms of the Client's Custodial License or Post Sentence Supervision requirements.

- 17.7. The GMPS (HPT) have built in a schedule of review meetings within which it is expected that information will be provided by the Accommodation and/ or Support Provider and the Community Probation Practitioner.
- 17.8. A maximum of 1:12 client support within staffing ratios
- 17.9. Support the creation of a Personal Housing Plan, working with the Local Authority and GMPS, to ensure move on options from CAS-3 are clearly explored and responsibility for achieving this is clearly laid out. The Personal Housing Plan can support the creation of an effective support plan for individuals when in CAS-3 accommodation.
- 17.10. CAS-3 Support Providers will offer individuals support, on site or locally, that provides activity and focus on a day to basis as far as possible. This may take time to develop and involve partnerships with local groups and organisations.
- 17.11. As required individuals will be supported to access to primary care, mental health, substance misuse and welfare services. Routes to support for people speaking English as a second language should be identified. People should be assisted to access support services by linking in to current integrated neighbourhood and place based teams, community hubs, voluntary sector, charities and other public services
- 17.12. CAS-3 is short term and transitional accommodation with a maximum length of stay of 84 days. The Support Provider should support GMPS in clearly communicating to the client and providing ongoing support provided to achieve this.
- 17.13. The Support Provider must provide a manager and at least one deputy manager. Matrix management across multiple sites may be used.
- 17.14. Local Authorities will ensure that those employed have the appropriate skills, qualifications and competencies to deliver a quality service to clients with a history of rough sleeping and multiple and complex needs. They will ensure that staff are able to work positively with clients to address their needs and aspirations proactively, realistically, and sensitively.
- 17.15. All staff and volunteers should have an up to date DBS check.
- 17.16. Local Authorities will ensure that staff are fully aware of how to work in line with national and local Public Health guidance in relation to Covid-19.
- 17.17. All staff and volunteers including management should be trained appropriately in health and safety, lone working, safeguarding adults, substance misuse, public health safety, and in equal opportunities and diversity. This includes any security staff.
- 17.18. All CAS-3 support services will commit to understanding what specialist support is available in their locality for specific cohorts, to work in partnership with specialist organisations to support people with specific needs, and to access

further training where beneficial i.e. Sex work, domestic abuse, LGBT+, BAME, disability, mental health, substance misuse etc.

- 17.19. Local Authorities will ensure that staff are fully aware of how to work in line with central government and Public Health England guidance in relation to Covid-19
- 17.20. All staff and volunteers including management should be trained appropriately in health and safety, safeguarding adults, substance misuse, public health safety, and in equal opportunities and diversity. This includes any security staff.
- 17.21. Within the boundaries of maintaining a safe environment to live and work, a proactive and flexible approach will be taken in respect of incidents within the CAS-3 provision, using person centred responses to reduce harm, understand causes and triggers and support individuals.
- 17.22. Support requirements and activity for individuals should be documented in both risk assessments and support plans. These can be tailored to the cohort and provision to ensure that they are gender responsive and trauma informed, and offer a template for good risk and support management.
- 17.23. Local Authorities are responsible to Innovate and support a gender-based pathway for women.

Local Authorities are required to dedicate a Commissioning and Assurance resource to establish, support and monitor the CAS3 service.

- 17.24. In the collection, handling and storing of data the Supplier shall ensure it complies with Data Protection Act 2018 (DPA 2018) requirements and the following legislation; Human Rights Act, 1998, Crime and Disorder Act, 1998. Minimum security requirements will be required to protect personal data.
- 17.25. Suppliers will need to adhere to cyber essentials in line with the National Cyber Security Centre guidance <https://www.ncsc.gov.uk/guidance>

## **18.0 REPORTABLE AND MAJOR INCIDENTS**

- 18.1. Accommodation and/or Support Supplier(s) shall ensure that the Community Probation Practitioner shall be consulted and informed of all concerns, in respect of a Client immediately upon becoming aware of the same by phone or if unavailable by email.
- 18.2. The Accommodation and/or Support Supplier(s) Personnel shall report to the police any offence or suspicions that the Client may be engaged in criminal activity.
- 18.3. The Accommodation and/or Support Supplier(s) shall inform the Local Authority and GMPS immediately (in conjunction with any others that need to be informed) at the point it becomes aware of any Major Incident.
- 18.4. The Local Authority shall complete a **Reportable Incident or Major Incident Reporting Form** as instructed by GMPS.



18.5. Major Incidents are:

- Death of a Client while in receipt of the Services (or within seven (7) days of the end of the receipt of the Accommodation if the Client dies within this period upon leaving the Accommodation) \*\*
- Unexpected death, deliberate or accidental injury of anyone present in any Accommodation or any person involved in the provision of the Services \*\*
- Evidence of anyone under 18 years old at the Accommodation other than dependent children permitted to be present
- Sexual assault and/or abuse \*\*
- Indecent exposure \*\*
- Physical assault requiring emergency medical intervention \*\*
- Racially aggravated assault and/or abuse \*\*
- Serious threats of violence where a child is involved or implicated
- Other physical assault and/or abuse where a child is involved or implicated
- Serious accidental injury to any person whilst at any Accommodation or any person involved in the provision of the Services and emergency medical intervention
- Service User self-harm needing emergency medical intervention
- Fire, flood, structural damage resulting in full and/or partial evacuation of the Accommodation\*\*
- Other incidents resulting in evacuation or closure of Accommodation \*\*
- Attack on the Accommodation
- Bomb threat
- Police raid
- Discovery of firearms and/or other weapons (including swords and knives)
- Discovery of drugs, or drug related activity including the supply and/or manufacture of drugs
- Arrest on criminal charges in relation to an incident involving Clients, the Provider's Personnel or the any Accommodation \*\*
- Serious anti-social behaviour involving Service User(s) at or close to any Accommodation
- Attempted suicide
- Arrest of a member of the Provider's Personnel on duty or in relation to work issues

18.6. For those marked with \*\* the Provider shall ensure a case review will be undertaken and reported to the Authority within twenty eight (28) days of the incident occurring provided that the Supplier shall in any event comply also with the notification requirements set out in this Specification.

18.7. Reportable Incidents are:

- i. Serious threats of violence
- ii. Other physical assault and/or abuse
- iii. Verbal assault and/or abuse
- iv. Other abuse including bullying, neglect and/or financial abuse
- v. Minor injuries (not cuts and bruises) in the Accommodation or in the provision of the Services
- vi. Other fire, floor and/or structural damage to the Accommodation
- vii. Vandalism and/or criminal damage to the Accommodation
- viii. Alleged theft, including of property of another Client or the Provider

- ix. Arrest on criminal charges other than as described above
  - x. Evidence of overnight guests at the Accommodation
- 18.8. Unacceptable behaviour/ withdrawal of Accommodation
- i. If problems arise with the behaviour of the Client, the Provider shall raise these with the Client, wherever possible, to discuss openly and seek a resolution.
  - ii. It is expected that there will be instances when some Clients will behave in a way which will undermine their involvement in the Service. The Provider should ensure that the reasons for any concerns are investigated.
  - iii. The Provider shall ensure that the Community Probation Practitioner shall be informed of any concerns, relating to or received by a Client immediately upon becoming aware of the same by phone, or if unavailable by email. Any contact must be followed up to check it has been received and to confirm what action is taken.
  - iv. The Community Probation Practitioner must take action on any concerns that are raised by the Provider. The action(s) will depend on the nature of the concerns raised. The actions must include acknowledging to the Provider they have received the concerns from them, within 24 hours and providing an update as to the action(s) taken/ to be taken, also within 24 hours.

## **19.0 DIVERSITY ISSUES**

- 19.1. The Service must ensure that prioritised access to services is given to those who meet the criteria above. No assumptions as to suitability should be made because of ethnicity, race, disability, background, age or sexual orientation.
- 19.2. Services for women take account of gender differences in understanding the development of risk, psychosocial needs, service planning and delivery.
- 19.3. Ethnicity and cultural needs and of the possible impact of experience of racial prejudice must also be considered. Particular attention must be given to people from black and minority ethnic groups who are over-represented in the homeless cohort. Information about ethnicity will be part of the Management Information requirement used for evaluation. Commissioners will be actively monitoring the ethnic mix of those referred, accepted or rejected and will investigate further any significant patterns or trends that emerge.

## **20.0 ASSURANCE PROCEDURE**

- 20.1. Management Information: management information will be required from Local Authorities to support the monitoring, assurance and evaluation of CAS-3. This is set by Ministry of Justice and will be received and co-ordinated by GMPS.
- 20.2. Assurance meetings and processes will be held jointly by GMCA and GMPS to monitor and assure the delivery of CAS-3 and support a detailed understanding of service strengths and weaknesses to development into future years. The assurance meetings will be held quarterly and will enable continued grant payment.
- 20.3. Service user feedback: GMPS will be responsible for collating service user feedback on the CAS-3 service.

## **21.0 MEDIA ENQUIRIES AND COMMUNICATION:**

- 21.1. The Accommodation and Support Provider(s) shall refer any media enquiries and press releases to the Authority for Approval. The contact for the handling of media enquiries are:

Ministry of Justice Press Office: 020 3334 3506

## **22.0 GOVERNANCE**

- 22.1. CAS-3 is a co-produced accommodation service between Greater Manchester Probation Service and Greater Manchester Combined Authority funded by the Ministry of Justice. The responsibility for the service sits with Greater Manchester Probation Service Community Integration Service Lead on behalf of the Regional Director alongside the GMCA Homelessness Strategy Lead on behalf of the GMCA Public Service Reform Director.
- 22.2. The Directors of the partner organisations have overriding responsibility for meeting the contractual obligations, providing strategic direction, decision making and ensuring appropriate governance arrangements are in place.
- 22.3. The Greater Manchester Justice and Rehabilitation Executive will provide strategic oversight and is attended by Directors of the GMPS and GMCA.
- 22.4. A Regional CAS3 Strategic Steering Group has been established in Greater Manchester to provide a forum for GMPS, GMCA and MOJ to discuss the delivery and development of GM CAS-3.
- 22.5. Responsibility of providers to attend quarterly grant review meetings and provide information to governance board a minimum of 48 hours before the meeting.
- 22.6. HMPPS will complete a schedule of assurance activity on the CAS3 service which could include case reviews or property visits.

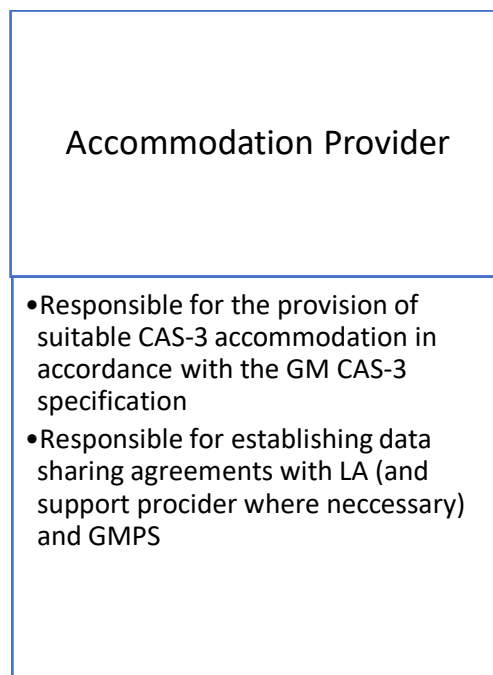
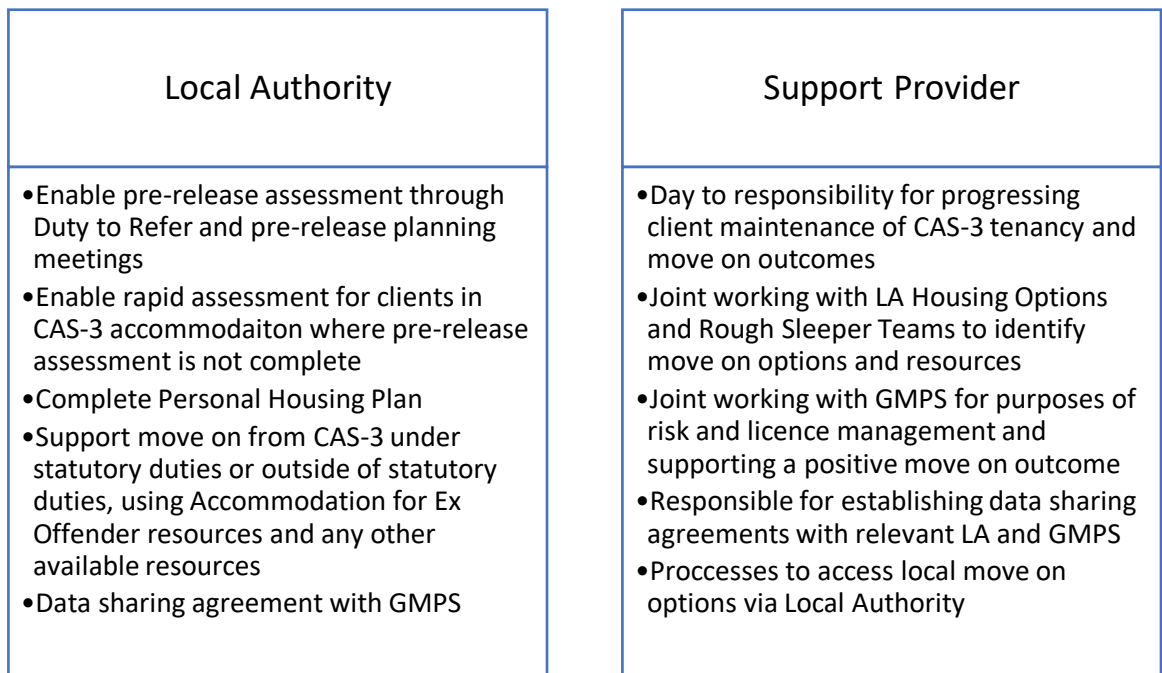
## Appendix: CAS-3 Partners Roles and Responsibilities

### Greater Manchester Homelessness Prevention Team (GMPS)

- HPT are responsible for ensuring the eligibility of the person in prison being referred for CAS3.
- HPT will ensure that DTR has been undertaken, all options have been considered and the person being referred has been discussed at the Prison Release Meeting.
- HPT will confirm that relevant approvals have been achieved (risk assessment and management, nature of offence and police approval).
- Once the CPP confirms with HPT the CAS3 placement is suitable (responsibility to gain approvals), HPT will provide *the Local Authority and/or supplier* with details of the prison leaver (Proforma attached). Only risk and need information relevant to accommodation placement will be given to the supplier.
- Oversight of service provided by accommodation and support supplier(s) through Contract Monitoring and Grant Assurance alongside GMCA.
- Responsible for Management Information and analysis alongside GMCA.
- Responsible for oversight of Move On Meeting Structure, to promote active consideration by CPP and Support Provider.
- Support CPP to understand eligibility for MHCLG Funding available & what that might offer across each 10 LHAs.
- To engage with and co-ordinate responses to the central accommodation team in the HMPPS Partnerships, Reducing reoffending and Accommodation Directorate.
- HPT Strategic & Operational Leads to attend MAPPA meetings for active cases in CAS3.

### •Community Probation Practitioner (GMPS)

- The CPP must start pre-release planning 12 weeks before release.
- The CPP must undertake Shelter/ IRS referral for those identified as requiring additional housing support.
- The CPP has responsibility for completing the Duty to Refer (DTR) within 56 days of becoming aware of a prison leaver likely to be released homeless and uploading onto nDelius. Shelter/ IRS provider can undertake this and achieve consent on their behalf.
- The CPP is responsible for completing the Duty to Refer (DTR) if not already completed pre-release within 72 hours of arrival at Approved Premises or BASS Accommodation and uploading onto nDelius.
- The CPP is responsible for the referral to HPT and uploading onto nDelius. Shelter/ IRS provider can undertake this and achieve consent on their behalf.
- The CPP is responsible for the referral, risk assessment & risk management of residents of CAS3 (using information provided by Accommodation/Support Provider).
- The CPP is required to ensure that relevant information is recorded on nDelius.
- The CPP must evidence that they have followed the CAS3 Approvals Process to allow HPT to identify property.
- Respond to any behavioural concerns raised regarding the person on probation by the Accommodation or Support supplier, Local Authority or HPT.
- The CPP is responsible for working with the CAS3 resident to achieve safe & suitable move on accommodation alongside CAS3 support provider, Shelter/ IRS provider - drawing on the work of the Support Provider.
- CPP and Accommodation and Support supplier(s) will communicate regarding person on probation whilst in CAS3 accommodation.







## ANNEX 3 – PAYMENT SCHEDULE

- 1.1 Subject to the remainder of this Annex 3 the Authority shall pay the Recipient the Tameside ABEN 2022-23 Grant of an amount not exceeding Two Hundred and Eighty-Six Thousand Pounds (£286,000). Subject to the remainder of this Annex 3 the Authority shall pay the Recipient the Tameside Confirmed ABEN 2023-24 Grant. At the date of this Grant Funding Agreement the Authority has indicated that the Tameside Confirmed ABEN 2023-24 Grant is likely to be either an amount not exceeding the Tameside Sustained ABEN 2023-24 Indicative Grant of up to Two Hundred and Sixty Thousand Pounds (£260,000) or an amount not exceeding the Tameside Tapering ABEN 2023-24 Indicative Grant of up to Two Hundred and Fifty Thousand Pounds (£250,000). Subject to the remainder of this Annex 3 the Authority shall pay the Recipient the Tameside Confirmed ABEN 2024-25 Grant. At the date of this Grant Funding Agreement the Authority has indicated that the Tameside Confirmed ABEN 2024-25 Grant is likely to be either an amount not exceeding the Tameside Sustained ABEN 2024-25 Indicative Grant of up to Two Hundred and Sixty Thousand Pounds (£260,000), or an amount not exceeding the Tameside Tapering ABEN 2024-25 Indicative Grant of Two Hundred and Twenty-Seven Thousand, Seven Hundred and Sixty Pounds (£227,760).
- 1.2 Subject to the remainder of this Annex 3 the Authority shall pay the Recipient the Tameside CAS-3 2022-23 Grant of an amount not exceeding Two Hundred and Two Thousand, One Hundred and Sixteen Pounds (£202,116). Subject to the remainder of this Annex 3 the Authority shall pay the Grant Recipient the Tameside Confirmed CAS-3 2023-24 Grant. At the date of this Grant Funding Agreement the Authority has indicated that the amount of the Tameside Confirmed CAS-3 2023-24 is likely to be an amount not exceeding Two Hundred and Two Thousand, One Hundred and Sixteen Pounds (£202,116). Subject to the remainder of this Annex 3 the Authority shall pay the Recipient the Tameside Confirmed CAS-3 2024-25 Grant. At the date of this Grant Funding Agreement the Authority has indicated that the amount of the Tameside Confirmed 2024-25 Grant is likely to be an amount not exceeding Two Hundred and Three Thousand, Eight Hundred and Forty-Nine Pounds (£203,849).
- 1.3 The Authority shall pay the Tameside ABEN 2022-23 Grant, and the Tameside Confirmed ABEN 2023-24 Grant, and the Tameside Confirmed ABEN 2024-25 Grant, and the Tameside CAS-3 2022-23 Grant, and the Tameside Confirmed CAS-3 2023-24 Grant, and the Tameside Confirmed CAS-3 2024-25 Grant in pound sterling (GBP) and into a bank located in the UK.
- 1.4 In order for the Authority to make payments of the Tameside ABEN 2022-25 Grant and the Tameside CAS-3 2022-25 Grant to the Recipient in accordance with the Payment Schedule (Annex 4), the Recipient is required to:
  - 1.4.1 have formally completed this Grant Funding Agreement; and
  - 1.4.2 have provided the appropriate bank details; and
  - 1.4.3 have provided to the Authority all the information required in relation to the Tameside 2022-25 Monitoring Requirements, and the GM CAS-3 2022-25 Monitoring Requirements, and have provided to GMPS all of the information required in relation to the GM CAS-3 2022-25 Monitoring Requirements; and
  - 1.4.4 be in compliance with all material terms and conditions of this Grant Funding Agreement; and
  - 1.4.5 have submitted a request for payment to the Authority.
- 1.5 The Tameside ABEN 2022-23 Maximum Sum represents the maximum amount the Authority will pay to the Recipient in respect of the Tameside ABEN 2022-23 Programme under the Grant Funding Agreement. The Tameside ABEN 2022-23 Maximum Sum will not be increased in the event of any overspend by the Recipient in its delivery of the Tameside ABEN 2022-23 Funded



Activities. The Tameside Confirmed ABEN 2023-24 Maximum Sum represents the maximum amount the Authority will pay to the Recipient in respect of the Tameside ABEN 2023-24 Programme under the Grant Funding Agreement. The Tameside Confirmed ABEN 2023-24 Maximum Sum will not be increased in the event of any overspend by the Recipient in its delivery of the Tameside ABEN 2023-24 Funded Activities. The Tameside Confirmed ABEN 2024-25 Maximum Sum represents the maximum amount the Authority will pay to the Recipient in respect of the Tameside ABEN 2024-25 Programme under the Grant Funding Agreement. The Tameside Confirmed ABEN 2024-25 Maximum Sum will not be increased in the event of any overspend by the Recipient in its delivery of the Tameside ABEN 2024-25 Funded Activities. The Tameside CAS-3 2022-23 Maximum Sum represents the maximum amount the Authority will pay to the Recipient in respect of the Tameside CAS-3 2022-23 Programme under the Grant Funding Agreement. The Tameside CAS-3 2022-23 Maximum Sum will not be increased in the event of any overspend by the Recipient in its delivery of the Tameside CAS-3 2022-23 Funded Activities. The Tameside Confirmed CAS-3 2023-24 Maximum Sum represents the maximum amount the Authority will pay to the Recipient in respect of the Tameside CAS-3 2023-24 Programme under the Grant Funding Agreement. The Tameside Confirmed CAS-3 2023-24 Maximum Sum will not be increased in the event of any overspend by the Recipient in its delivery of the Tameside CAS-3 2023-24 Funded Activities. The Tameside Confirmed CAS-3 2024-25 Maximum Sum represents the maximum amount the Authority will pay to the Recipient in respect of the Tameside CAS-3 2024-25 Programme under the Grant Funding Agreement. The Tameside Confirmed CAS-3 2024-25 Maximum Sum will not be increased in the event of any overspend by the Recipient in its delivery of the Tameside CAS-3 2024-25 Funded Activities.

- 1.6 The Authority will only pay the Tameside ABEN 2022-23 Grant to the Recipient once the Authority is satisfied that the Recipient has provided a sufficient level of assurance to demonstrate that the Tameside ABEN 2022-23 Grant will be used for Tameside ABEN 2022-23 Eligible Expenditure. The Authority will only pay the Tameside Confirmed ABEN 2023-24 Grant to the Recipient once the Authority is satisfied that the Recipient has provided a sufficient level of assurance to demonstrate that the Tameside Confirmed ABEN 2023-24 Grant will be used for Tameside ABEN 2023-24 Eligible Expenditure. The Authority will only pay the Tameside Confirmed ABEN 2024-25 Grant to the Recipient once the Authority is satisfied that the Tameside has provided a sufficient level of assurance to demonstrate that the Tameside Confirmed ABEN 2024-25 Grant will be used for Tameside ABEN 2024-25 Eligible Expenditure. The Authority will only pay the Tameside CAS-3 2022-23 Grant to the Recipient once the Authority is satisfied that the Recipient has provided a sufficient level of assurance to demonstrate that the Tameside CAS-3 2022-23 Grant will be used for Tameside CAS-3 2022-23 Eligible Expenditure. The Authority will only pay the Tameside Confirmed CAS-3 2023-24 Grant to the Recipient once the Authority is satisfied that the Recipient has provided a sufficient level of assurance to demonstrate that the Tameside CAS-3 2023-24 Grant will be used for Tameside CAS-3 2023-24 Eligible Expenditure. The Authority will only pay the Tameside CAS-3 2024-25 Grant to the Recipient once the Authority is satisfied that the Recipient has provided a sufficient level of assurance to demonstrate that the Tameside Confirmed CAS-3 2024-25 Grant will be used for Tameside CAS-3 2024-25 Eligible Expenditure.
- 1.7 The Recipient will provide the Authority with evidence of the costs/payments, which are classified as Tameside ABEN 2022-23 Eligible Expenditure, and Tameside ABEN 2023-24 Eligible Expenditure, and Tameside ABEN 2024-25 Eligible Expenditure, and Tameside CAS-3 2022-23 Eligible Expenditure, and Tameside CAS-3 2023-24 Eligible Expenditure, and Tameside CAS-3 2024-25 Eligible Expenditure in paragraph 0, which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified by the Authority.
- 1.8 The Recipient shall declare to the Authority any Match Funding which been approved or received, in relation to the Tameside ABEN 2022-25 Programme, or the Tameside CAS-3 2022-

25 Programme before the Commencement Date. If the Recipient intends to apply for, is offered or receives any further Match Funding in relation to the Tameside ABEN 2022-25 Programme during the Tameside ABEN 2022-25 Programme Period, or the Tameside CAS-3 2022-25 Programme during the Tameside CAS-3 2022-25 Programme Period, the Recipient shall notify the Authority before accepting or using any such Match Funding. On notifying the Authority of the Match Funding the Recipient shall confirm the amount, purpose and source of the Match Funding and the Authority shall confirm whether it is agreeable to the Recipient accepting the Match Funding. If the Authority does not agree to the use of Match Funding the Authority shall be entitled to terminate the Grant Funding Agreement in accordance with paragraph 25.1.9 and where applicable, require all or part of the Tameside ABEN 2022-25 Grant or the Tameside CAS-3 2022-25 Grant to be repaid.

- 1.9 Where the use of Match Funding is permitted the Recipient shall set out any Match Funding it receives and send that to the Authority. This is so the Authority knows the total funding the Recipient has received for the Tameside ABEN 2022-25 Funded Activities, and the Tameside CAS-3 2022-5 Funded Activities.
- 1.10 The Recipient agrees that:
- 1.10.1 it will not apply for, or obtain, Duplicate Funding in respect of any part of the Tameside ABEN 2022-25 Funded Activities which have been paid for in full using the Tameside ABEN 2022-25 Grant;
- 1.10.2 it will not apply for, or obtain, Duplicate Funding in respect of any part of the Tameside CAS-3 2022-25 Funded Activities which have been paid for in full using the Tameside CAS-3 2022-25 Grant;
- 1.11 the Authority may refer the Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for any of the Funded Activities;
- 1.12 The Authority will not make the first payment of the Tameside ABEN 2022-23 Grant and/or any subsequent payments of the Tameside ABEN 2022-23 Grant unless or until, the Authority is satisfied that:
- (i) the Tameside ABEN 2022-23 Grant will be used for Tameside ABEN 2022-23 Eligible Expenditure only; and
  - (ii) if applicable, any previous Tameside ABEN 2022-23 Grant payments have been used for the Tameside ABEN 2022-23 Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.
- 1.13 The Authority will not make the first payment of the Tameside Confirmed ABEN 2023-24 Grant and/or any subsequent payments of the Tameside Confirmed ABEN 2023-24 Grant unless or until, the Authority is satisfied that:
- (i) the Tameside Confirmed ABEN 2023-24 Grant will be used for Tameside Confirmed ABEN 2023-24 Eligible Expenditure only; and
  - (ii) if applicable, any previous Tameside Confirmed ABEN 2023-24 Grant payments have been used for the Tameside ABEN 2023-24 Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.
- 1.14 The Authority will not make the first payment of the Tameside Confirmed ABEN 2024-25 Grant and/or any subsequent payments of the Tameside Confirmed ABEN 2024-25 Grant unless or until, the Authority is satisfied that:

- (i) the Tameside Confirmed ABEN 2024-25 Grant will be used for Tameside Confirmed ABEN 2024-25 Eligible Expenditure only; and
  - (ii) if applicable, any previous Tameside Confirmed ABEN 2024-25 Grant payments have been used for the Tameside ABEN 2024-25 Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.
  
- 1.15 The Authority will not make the first payment of the Tameside CAS-3 2022-23 Grant and/or any subsequent payments of the Tameside CAS-3 2022-23 Grant unless or until, the Authority is satisfied that:
  - (i) the Tameside CAS-3 2022-23 Grant will be used for Tameside CAS-3 2022-23 Eligible Expenditure only; and
  - (ii) if applicable, any previous Tameside CAS-3 2022-23 Grant payments have been used for the Tameside CAS-3 2022-23 Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.
  
- 1.16 The Authority will not make the first payment of the Tameside Confirmed CAS-3 2023-24 Grant and/or any subsequent payments of the Tameside Confirmed CAS-3 2022-24 Grant unless or until, the Authority is satisfied that:
  - (i) the Tameside Confirmed CAS-3 2023-24 Grant will be used for Tameside CAS-3 2023-24 Eligible Expenditure only; and
  - (ii) if applicable, any previous Tameside Confirmed CAS-3 2023-24 Grant payments have been used for the Tameside CAS-3 2023-24 Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.
  
- 1.17 The Authority will not make the first payment of the Tameside Confirmed CAS-3 2024-25 Grant and/or any subsequent payments of the Tameside Confirmed CAS-3 2024-25 Grant unless or until, the Authority is satisfied that:
  - (i) the Tameside Confirmed CAS-3 2024-25 Grant will be used for Tameside CAS-3 2024-25 Eligible Expenditure only; and
  - (ii) if applicable, any previous Tameside Confirmed CAS-3 2024-25 Grant payments have been used for the Tameside CAS-3 2024-25 Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.
  
- 1.18 The Recipient shall submit by the last Working Day of the month following the end of the relevant Instalment Period the Tameside ABEN 2022-23 Grant Claim and any other documentation as prescribed by the Authority, from time to time. The Recipient shall submit by the last Working Day of the month following the end of the relevant Instalment Period the Tameside CAS-3 2022-23 Grant Claim and any other documentation as prescribed by the Authority, from time to time.
  
- 1.19 Unless otherwise stated in these Conditions, payment of the Tameside ABEN 2022-23 Grant will be made within 30 days of the Authority approving the Recipient's Tameside ABEN 2022-23 Grant Claim. Unless otherwise stated in these Conditions payment of the Tameside CAS-3 2022-23 Grant will be made within 30 days of the Authority approving the Recipient's Tameside CAS-3 2022-23 Grant Claim.
  
- 1.20 The Recipient shall submit by the last Working Day of the month following the end of the relevant Instalment Period the Tameside ABEN 2023-24 Grant Claim and any other documentation as prescribed by the Authority, from time to time. The Recipient shall submit by the last Working Day of the month following the end of the relevant Instalment Period the Tameside CAS-3 2023-24 Grant Claim and any other documentation as prescribed by the Authority, from time to time.

- 1.21 Unless otherwise stated in these Conditions, payment of the Tameside Confirmed ABEN 2023-24 Grant will be made within 30 days of the Authority approving the Recipient's Tameside ABEN 2023-24 Grant Claim. Unless otherwise stated in these Conditions payment of the Tameside Confirmed CAS-3 2023-24 Grant will be made within 30 days of the Authority approving the Recipient's Tameside CAS-3 2023-24 Grant Claim.
- 1.22 The Recipient shall submit by the last Working Day of the month following the end of the relevant Instalment Period the Tameside Confirmed ABEN 2024-25 Grant Claim and any other documentation as prescribed by the Authority, from time to time. The Recipient shall submit by the last Working Day of the month following the end of the relevant Instalment Period the Tameside CAS-3 2024-25 Grant Claim and any other documentation as prescribed by the Authority, from time to time.
- 1.23 Unless otherwise stated in these Conditions, payment of the Tameside Confirmed ABEN 2024-25 Grant will be made within 30 days of the Authority approving the Recipient's Tameside ABEN 2024-25 Grant Claim. Unless otherwise stated in these Conditions payment of the Tameside Confirmed CAS-3 2024-25 Grant will be made within 30 days of the Authority approving the Recipient's Tameside CAS-3 2024-25 Grant Claim.
- 1.24 The Authority will have no liability to the Recipient for any Losses caused by a delay in the payment of a Grant Claim howsoever arising.
- 1.25 The Authority reserves the right not to pay any Grant Claims, which are not submitted within the period set out in paragraphs 1.19, or 1.20 (as appropriate) or Grant Claims, which are incomplete, incorrect or submitted without the full supporting documentation.
- 1.26 The Recipient shall promptly notify and repay immediately to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Recipient is paid in error before it has complied with its obligations under the Grant Funding Agreement. Any sum, which falls due under this paragraph 1.26, shall fall due immediately. If the Recipient fails to repay the due sum immediately the sum will be recoverable summarily as a civil debt.
- 1.27 The Tameside ABEN 2022-25 Grant will be paid into a separate bank account in the name of the Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual Representatives of the Recipient. The Tameside CAS-3 2022-25 Grant will be paid into a separate bank account in the name of the Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual Representatives of the Recipient.
- 1.28 Where the Recipient enters into a contract with a Third Party in connection with the Funded Activities, the Recipient will remain responsible for paying that Third Party. The Authority has no responsibility for paying Third Party invoices.
- 1.29 Onward payment of the Tameside ABEN 2022-25 Grant and the use of sub-contractors shall not relieve the Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Tameside ABEN 2022-25 Grant. Onward payment of the Tameside CAS-3 2022-25 Grant and the use of sub-contractors shall not relieve the Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Tameside CAS-3 2022-25 Grant.
- 1.30 The Recipient may not retain any Unspent Monies without the Authority's prior written permission.

- 1.31 If at the end of the relevant Financial Year there are Unspent Monies, the Recipient shall repay such Unspent Monies to the Authority no later than 30 days of the Authority's request for repayment.

#### Tameside ABEN 2022-25 Grant

| <b>INSTALMENT/<br/>INSTALMENT PERIOD</b>            | <b>GRANT SUM PAYABLE</b> | <b>PAYMENT DATE<br/>(month and year)</b> |
|---|--------------------------|--|
| Year 1  | £286,000                 | On or before 31 December 2022            |
| Year 2 (Indicative only)                            | £250,000                 |  |
| 1 <sup>st</sup>                                     | £125,000                 | On or before 31 May 2023                 |
| 2 <sup>nd</sup>                                     | £125,000                 | On or before 31 October 2023             |
| Total for Year 2 (Indicative only)                  | £250,000                 |  |
| Year 3 (Indicative only)                            |                          |  |
| 1 <sup>st</sup>                                     | £113,880                 | On or before 31 May 2024                 |
| 2 <sup>nd</sup>                                     | £113,880                 | On or before 31 October 2023             |
| Total for Year 3 (Indicative only)                  | £227,760                 |  |
| Total Tameside ABEN 2022-25 Grant (Indicative only) | £763,760                 |  |

#### Tameside CAS-3 2022-25 Grant

| <b>INSTALMENT/<br/>INSTALMENT PERIOD</b>             | <b>GRANT SUM PAYABLE</b> | <b>PAYMENT DATE<br/>(month and year)</b> |
|--|--------------------------|--|
| Year 1   | £197,827.56              | On or before 31 December 2022            |
| Year 2 (Indicative only)                             |                          |  |
| 1 <sup>st</sup>                                      | £101,327.78              | On or before 31 May 2023                 |
| 2 <sup>nd</sup>                                      | £101,327.78              | On or before 31 October 2023             |
| Total for Year 2 (Indicative only)                   | £202,655.56              |  |
| Year 3 (Indicative only)                             |                          |  |
| 1 <sup>st</sup>                                      | £101,327.78              | On or before 31 May 2024                 |
| 2 <sup>nd</sup>                                      | £101,327.78              | On or before 31 October 2024             |
| Total for Year 3 (Indicative only)                   | £202,655.56              |  |
| Total Tameside CAS-3 2022-25 Grant (Indicative only) | £603,139                 |  |





## ANNEX 4 – AGREED OUTPUTS

- 1. The Recipient is required to achieve the following Agreed Outputs in connection with the Tameside ABEN 2022-25 Grant:**

### **Agreed Outputs**

- 1.1** Provision by the Recipient within the Tameside LA Area during the Tameside ABEN 2022-25 Programme Period of a minimum of 26 core units per night which meet the ABEN 2022-25 Accommodation Standards and which are provided in accordance with the ABEN 2022-25 Framework and the requirements of the Tameside ABEN 2022-25 Programme as detailed at Annex 1.

- 2. The Recipient is required to achieve the following Agreed Outputs in connection with the Tameside CAS-3 2022-25 Grant:**

### **Agreed Outputs**

- 2.1** Provision by the Recipient within the Tameside LA Area during the Tameside CAS-3 2022-25 Programme Period of a minimum of 9 Tameside CAS-3 2022-25 Accommodation Units per night and the provision during the Tameside CAS-3 2022-25 Programme Period of the Tameside CAS-3 2022-25 Support Services to Tameside CAS-3 2022-25 Residents in accordance with the requirements of the Tameside CAS-3 2022-25 Programme as detailed at Annex 2 and the MoJ Addendum. If the Recipient is not able to provide the required 9 Tameside CAS-3 Accommodation Units by the 1 October 2022, the Authority reserves the right to require the Recipient to repay a fair and reasonable part of any Tameside CAS-3 2022-23 Grant which the Authority has paid to the Recipient.



## ANNEX 5 – CONTACT DETAILS

The main Authority contact in connection with the Tameside ABEN 2022-25 Grant, and the Tameside CAS-3 2022-25 Grant is:

|                          |  |
|--------------------------|--|
| Name of contact          | Joseph Donohue   |
| Position in organisation | Homelessness Strategy Principal  |
| Email address            | joseph.donohue@greatermanchester-ca.gov.uk   |
| Telephone number         | 07871984708  |
| Fax number               | N/A  |
| Postal address           | Greater Manchester Combined Authority,<br>Tootal Buildings , 56 Oxford Street,<br>Manchester, M1 6EU |

This information is correct at the date of the Grant Funding Agreement. The Authority will send you a revised contact sheet if any of the details changes.

The Recipient's main contact in connection with the Grant Funding Agreement is:

|                          |                        |
|--------------------------|------------------------|
| Reference                |                        |
| Organisation             | Tameside MBC           |
| Name of contact          | <b>To Be Confirmed</b> |
| Position in organisation |                        |
| Email address            |                        |
| Telephone number         |                        |
| Fax number               |                        |
| Postal address           |                        |

Please inform the Authority if the Recipient's main contact changes.

## ANNEX 6 – DATA PROTECTION PROVISIONS

### Summary

|                   |   |
|-------------------|---|
| Programme         | Relationships   |
| A Bed Every Night | <b>Data Processors:</b><br><br><i>Greater Manchester Combined Authority</i><br><br><i>Tameside Metropolitan Borough Council</i> |
| CAS-3             | As set out in Data processing arrangements are set out within the GM CAS-3 2022-25 Data Sharing Agreement                       |

### Processing, Personal Data and Data Subjects

1. The Recipient shall comply with any further written instructions with respect to processing by GMCA.
2. Any such further instructions shall be incorporated into this Schedule.

#### A. A Bed Every Night

| Description                              | Details  |
|--|--|
| Identify of the Controller and Processor | <i>Greater Manchester Combined Authority and Tameside Metropolitan Borough Council are joint Data Processors.</i>  |
| Subject matter of the processing         | <i>The service provides accommodation and support for people experiencing rough sleeping, or at imminent risk, who have no statutory accommodation options open to them.</i>   |
| Duration of the processing               | The current service will end of 31 <sup>st</sup> March 2024 or 31 <sup>st</sup> March 2025 dependent of contract extension.  |
| Nature and purposes of the processing    | Local Authorities will collect and process data for the purposes of allocating accommodation and undertake a needs assessment to ensure the required support can be put in place so the aims of the ABEN programme are delivered and achieve the necessary outcomes for the individual. This information will be used in determining the best location and type of accommodation that is required. |

| Description  | Details  |
|--|--|
|  | Data will also be used for anonymous/aggregate evaluation purposes of the different programme, output may also for future planning of services and research purposes.  |
| Type of Personal Data  | <p><i>The Recipient will process the following data for the purposes of providing support and accommodation:</i></p> <ul style="list-style-type: none"> <li>• Name</li> <li>• Unique Identification number</li> <li>• Address</li> <li>• Date of birth</li> <li>• Telephone number</li> <li>• Data concerning mental health</li> <li>• Data concerning physical health</li> <li>• Ethnicity</li> <li>• Offending History</li> <li>• Gender</li> <li>• Gender identity</li> <li>• NHS number</li> <li>• NI number</li> <li>• Employment History</li> <li>• Religion</li> <li>• Sexual Orientation</li> <li>• Qualification history</li> <li>• Marital status</li> </ul> <p><i>For reporting purposes, this data will be anonymised and high level outputs (e.g. number of people worked with, anonymised case studies etc.) will be provided to Greater Manchester Combined Authority via the ABEN Emergency Provision Database on a quarterly basis.</i></p> |
| Categories of Data Subject   | <i>People currently being supported by Local Authority Rough Sleeping teams and living in A Bed Every Night accommodation.</i>   |
| Plan for return and destruction of the data once the processing is | All contract activity will end by 31 <sup>st</sup> March 2025 at the latest. Information is stored on the ABEN EPD database. Data will be stored for financial audit and evaluation  |

| <b>Description</b>  | <b>Details</b>   |
|---|--|
| complete UNLESS requirement under union or member state law to preserve that type of data | purposes for 6 years as per the contract. At which point it will be deleted. |

## B. RSI

| Description                              | Details   |
|--|---|
| Identify of the Controller and Processor | <i>Greater Manchester Combined Authority is the Data Controllers. Tameside Metropolitan Borough Council is a Data Processor.</i>  |
| Subject matter of the processing         | <p><i>The service provides support for people experiencing rough sleeping, or at imminent risk, who have no statutory accommodation options open to them. The service consists of:</i></p> <ul style="list-style-type: none"> <li>- Rough Sleeping Outreach Workers</li> <li>- Rough Sleeping Navigators</li> </ul>   |
| Duration of the processing               | The current contract will end on 31 <sup>st</sup> March 2024 or 31 <sup>st</sup> March 2025 dependent of contract extension.  |
| Nature and purposes of the processing    | <p>Local Authorities will collect and process data for the purposes of allocating accommodation and undertake a needs assessment to ensure the required support can be put in place so the aims of the ABEN programme are delivered and achieve the necessary outcomes for the individual. This information will be used in determining the best location and type of accommodation that is required. Data will also be used for anonymous/aggregate evaluation purposes of the different programme, output may also for future planning of services and research purposes.</p> |
| Type of Personal Data                    | <p><i>The Recipient will process the following data for the purposes of providing support:</i></p> <ul style="list-style-type: none"> <li>• Name</li> <li>• Unique Identification number</li> <li>• Address</li> <li>• Date of birth</li> <li>• Telephone number</li> <li>• Data concerning mental health</li> <li>• Data concerning physical health</li> <li>• Ethnicity</li> <li>• Offending History</li> <li>• Gender</li> <li>• Gender identity</li> </ul>  |

| Description  | Details  |
|--|--|
|  | <ul style="list-style-type: none"> <li>• NHS number</li> <li>• NI number</li> <li>• Employment History</li> <li>• Religion</li> <li>• Sexual Orientation</li> <li>• Qualification history</li> <li>• Marital status</li> </ul> <p><i>For reporting purposes, this data will be anonymised and high level outputs (e.g. number of people worked with, anonymised case studies etc.) will be provided to Greater Manchester Combined Authority upon request as required by the department for Levelling Up, Housing and Communities for performance monitoring purposes.</i></p> |
| Categories of Data Subject   | <i>People currently being supported by Local Authority Rough Sleeping teams.</i>   |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data | All activity will end by 31 <sup>st</sup> March 2025 at the latest. Information is stored on Local Authority databases. Data will be stored for financial audit and evaluation purposes for 6 years as per the contract. At which point it will be deleted.  |

### C. CAS-3

GMCA will not be processing any Personal Data in relation to the delivery of the GM CAS-3 2022-25 Programme. Data processing arrangements are set out within the Tameside GM CAS-3 2022-25 Data Sharing Agreement which has been entered into between (1) Greater Manchester Probation Service (2) Tameside Council (3) Tameside's Provider of Tameside CAS-3 Accommodation Units and (4) Tameside's Providers of Tameside CAS-3 Support Services deals with all processing of Personal Data required for the delivery of the Tameside CAS-3 2022-25 Programme.

## ANNEX 7 – DURATION AND PURPOSE OF GRANT

- 1.1 The Funding Period in relation to the Tameside ABEN 2022-25 Programme starts on 1 April 2022 (the **Tameside ABEN 2022-25 Commencement Date**) and ends on 31 March 2025 unless terminated earlier in accordance with this Grant Funding Agreement. The Funding Period in relation to the Tameside CAS-3 2022-25 Programme starts on the 1 July 2022 (the **Tameside CAS-3 2022-25 Commencement Date**) and ends on 30 June 2025 unless terminated earlier in accordance with this Grant Funding Agreement.
- 1.2 The Recipient will ensure that the Tameside ABEN 2022-25 Funded Activities start on 1 April 2022. The Recipient will ensure that the Tameside CAS-3 2022-25 Funded Activities start on 1 July 2022. If the Recipient is not able to provide the required 9 Tameside CAS-3 Accommodation Units by the 1 October 2022, the Authority reserves the right to require the Recipient to repay a fair and reasonable part of any Tameside CAS-3 2022-23 Grant which the Authority has paid to the Recipient.
- 1.3 The Recipient shall use the Tameside ABEN 2022-23 Grant solely for the delivery of the Tameside ABEN 2022-23 Funded Activities. The Recipient may not make any changes to the Tameside ABEN 2022-23 Funded Activities. The Recipient shall use the Tameside Confirmed ABEN 2023-24 Grant solely for the delivery of the Tameside ABEN 2023-24 Funded Activities. The Recipient may not make any changes to the Tameside ABEN 2023-24 Funded Activities. The Recipient shall use the Tameside Confirmed ABEN 2024-25 Grant solely for the delivery of the Tameside ABEN 2024-25 Funded Activities. The Recipient shall use the Tameside CAS-3 2022-23 Grant solely for the delivery of the Tameside CAS-3 2022-23 Funded Activities. The Recipient may not make changes to the Tameside CAS-3 2022-23 Funded Activities. The Recipient shall use the Tameside Confirmed CAS-3 2023-24 Grant solely for the delivery of the Tameside CAS-3 2023-24 Funded Activities. The Recipient may not make changes to the Tameside CAS-3 2023-24 Funded Activities. The Recipient shall use the Tameside Confirmed CAS-3 2024-25 Grant solely for the delivery of the Tameside CAS-3 2024-25 Funded Activities. The Recipient may not make changes to the Tameside CAS-3 2024-25 Funded Activities.
- 1.4 If the Authority wants to make a change to the Tameside ABEN 2022-23 Funded Activities (including for example reducing the Tameside ABEN 2022-23 Grant or removing some of the Tameside ABEN 2022-23 Funded Activities from the Tameside ABEN 2022-23 Grant) it may do so on 1 month's written notice to the Recipient. If the Authority wants to make a change to the Tameside ABEN 2023-24 Funded Activities (including for example reducing the Tameside Confirmed ABEN 2023-24 Grant or removing some of the Tameside ABEN 2023-24 Funded Activities from the Tameside Confirmed ABEN 2023-24 Grant) it may do so on 1 month's written notice to the Recipient. If the Authority wants to make a change to the Tameside ABEN 2024-25 Funded Activities (including for example reducing the Tameside Confirmed ABEN 2024-25 Grant or removing some of the Tameside ABEN 2024-25 Funded Activities from the Tameside Confirmed ABEN 2024-25 Grant) it may do so on 1 month's written notice to the Recipient. If the Authority wants to make a change to the Tameside CAS-3 2022-23 Funded Activities (including for example reducing the Tameside CAS-3 2022-23 Grant or removing some of the Tameside CAS-3 2022-23 Funded Activities from the Tameside CAS-3 2022-23 Grant) it may do so on 1 month's written notice to the Recipient. If the Authority wants to make a change to the Tameside CAS-3 2023-24 Funded Activities (including for example reducing the Tameside Confirmed CAS-3 2023-24 Grant or removing some of the Tameside CAS-3 2023-24 Funded Activities

from the Tameside Confirmed CAS-3 2023-24 Grant) it may do so on 1 month's written notice to the Recipient. If the Authority wants to make a change to the Tameside CAS-3 2024-25 Funded Activities (including for example reducing the Tameside Confirmed CAS-3 2024-25 Grant or removing some of the Tameside CAS-3 2024-25 Funded Activities from the Tameside Confirmed CAS-3 2024-25 Grant) it may do so on 1 month's written notice to the Recipient.



**EXECUTION PAGE**

**This Grant Funding Agreement together with the Annexes is signed by the parties on the date first above written as follows:**

**THE COMMON SEAL of the  
GREATER MANCHESTER  
COMBINED AUTHORITY**

was hereunto affixed in  
pursuance of an Order of  
the said Authority:

.....  
**Authorised Signatory**

**SIGNED by**

.....  
**Signature**

**The COMMON SEAL OF  
TAMESIDE METROPOLITAN BOROUGH COUNCIL  
Was affixed in the presence of**

**Authorised Signatory**

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|                           |   |
|---------------------------|---|
| <b>Report to:</b>         | <b>EXECUTIVE CABINET</b>  |
| <b>Date:</b>              | 26 July 2023  |
| <b>Executive Member:</b>  | Councillor Bill Fairfoull, Deputy Executive Leader  |
| <b>Reporting Officer:</b> | Paula Sumner, Assistant Director, Early Help and Partnerships   |
| <b>Subject:</b>           | <b>REVIEW OF SUPPORTING FAMILIES GRANT DELIVERY</b>   |
| <b>Report Summary:</b>    | <p>This report sets out the business case to terminate the contract between Tameside Council and Active Tameside for The Supporting Families Services' funded through the GMCA and to bring the service back into the Local Authority to meet the grant conditions. This proposition has been in consideration for some time before the recent announcement regarding closure of facilities and is not a reflection on the Trust but a continuation of our children's improvement journey</p>   |
| <b>Recommendations:</b>   | <p>That Executive Cabinet be recommended to AGREE to:</p> <ul style="list-style-type: none"><li>• the Local Authority serving Active Tameside with three months' notice on 1 August 2023, as per the terms and conditions of the contract, to terminate the contract for 'The Supporting Families Services'.</li><li>• TUPE transfer those staff, where applicable, from Active Tameside to Tameside MBC.</li></ul>   |
| <b>Corporate Plan:</b>    | <p>Priority 1: Very Best Start in Life</p> <ul style="list-style-type: none"><li>- Improve school readiness</li><li>- Take up nursery at 2 years</li><li>- Promote good parent and infant mental health</li></ul> <p>Priority 2: Aspiration and hope through learning and moving with confidence from childhood to adulthood.</p> <ul style="list-style-type: none"><li>- Promote a whole system approach and improve wellbeing and resilience</li><li>- Number of 16-19 year olds in employment or educated</li><li>- Increase the proportion of children with good reading skills</li></ul> <p>Priority 3: Resilient Families and Supportive Networks to protect and grow our young people:</p> <ul style="list-style-type: none"><li>- Reduce the number of first time entrants to the Youth Justice System</li><li>- Improve the quality of social care practice</li><li>- Reduce the impact of adverse childhood experiences</li></ul> <p>Priority 6: Nurturing our communities and having pride in our people, our place and our shared heritage</p> <ul style="list-style-type: none"><li>- Reduce levels of anti-social behaviour</li><li>- Reduce victims of domestic abuse</li><li>- Reduce the number of rough sleepers/homelessness</li><li>- Increase participation in cultural events</li><li>- Increase access, choice and control in emotional and mental self-care and wellbeing</li></ul> |

Priority 7: Longer and healthier lives

- Improve the wellbeing of our population
- Reduce drug and alcohol related harm

**Policy Implications:**

Through a review of other Greater Manchester Local Authority's arrangements with regards to the provision of case work, it was identified that no other area commissions this type of work to external providers. This is because this kind of child and family casework requires internal management oversight with regards to the quality and safety of any work carried out.

**Financial Implications:  
(Authorised by the  
statutory Section 151  
Officer & Chief Finance  
Officer)**

The current grant received from Greater Manchester Combined Authority (GMCA) for Supporting Families in 23-24 is £1.194m

The current value of the Active Tameside contract is £0.216m

The termination of the contract with Active Tameside will bring financial resources back into the local authority allowing for further investment into the new Targeted Family Help Service (TFH) which is in line with the terms and conditions of grant.

Terminating the contract will mean 3 job roles TUPE to the council based on their current terms. This will be not impact on the council's general fund as the cost of the TUPE will be offset by the reduction in the contract value.

The TFH service is carrying 3 grade F vacancies as at period 3 within its establishment structure to enable the TUPE transfer to take place as part of the recent service redesign.

The savings from the bringing the staff members in-house will contribute towards a saving in the 2023/24 budget for a review of commissioned activities in Supported Families. The saving built into the budget is for £0.068m and the actual saving realised will depend upon the current terms of the members of staff.

Should Cabinet agree to serve notice on this contract on 1 August 2023, the financial resources would transfer back into the local authority on 1 December 2023.

**Legal Implications:  
(Authorised by the  
Borough Solicitor)**

As set out in the report there is a business case to support bringing the Supporting Families Service back into the Local Authority, which can be actioned by way of serving notice under the current contract.

The proposal is likely to result in the TUPE transfer of staff to the Council which is a cost that the council will have to bear, including the pension provision the costs of which will have to be absorbed by the service.

**Risk Management:**

There is a potential reputational risk in serving notice on this contract as well as potential impact on the financial viability of the organisation. However, a strong communication plan will be developed with Children's Services to ensure any negative messages are mitigated by clearly setting out the benefits to children, families and communities of bringing the service back in to the Local Authority. The provider will also be given sufficient notice to support staff to transfer their employment, with the support of the Local Authority's Human Resources Team. Those staff affected will be supported through clear and regular communication and consultation setting out the benefits of transferring the service.

These benefits include, regular, quality and reflective supervision, access to a broader training and development offer and an infrastructure that allows them to draw on a variety of services and interventions to better support the families they are working with. Staff will also be working in a system with clear career progression opportunities.

The termination of the contract will not present any risk to the work undertaken with families as staff will TUPE transfer into the Local Authority, and as far as is possible, will continue to manage the cases they currently hold.

**Access to Information:** Not Confidential

**Background Information:** The background papers relating to this report can be inspected by contacting Paula Sumner, Assistant Director Early Help & Partnerships



Telephone: 0161 342 2713



e-mail [paula.sumner@tameside.gov.uk](mailto:paula.sumner@tameside.gov.uk)

## 1. INTRODUCTION:

- 1.1 The Supporting Families Services' contract with Active Tameside is funded by the Supporting Families Grant, provided by the Department for Levelling Up, Housing & Communities (DLUHC). DLUHC clearly set out service delivery requirements and terms and conditions associated with the use of The Supporting Families Grant. The Supporting Families Grant has been available to Local Authorities since 2011 (previously named The Troubled Families Supporting Families Grant).
- 1.2 The Supporting Families Programme has two key ambitions:
- To see vulnerable families thrive, building their resilience by providing effective, whole family support to help prevent escalation into statutory services.
  - To drive system change locally and nationally, working with local authorities and their partners to create joined up local services, able to identify families in need, provide the right support at the right time, and track their outcomes in the long term.
- 1.3 The programme aims to have a positive impact for individual families, across public services and for the rest of society:
- Families will be empowered to become resilient over time and build connections to their local community. Avoiding poor outcomes such as homelessness, family breakdown and children entering care, or involvement in crime, families will thrive.
  - Local services will be joined-up, flexible, responsive to new challenges and sustainable for the long term. Strong multi-agency partnerships will work together to understand local trends, predict emerging need in their local area, identify and respond to those needing extra help.
  - The benefits of this approach will be felt across society. The pressure on expensive reactive statutory services will reduce as the system begins to rebalance away from intervening at crisis point. This will help services to become more sustainable and allow them to intervene much earlier in the cycle, delivering better outcomes for families.
- 1.4 The Supporting Families Service was originally commissioned in July 2015 with Inspire Jigsaw homes being awarded the contract. The contract was due to expire in 31 March 2022 and so a full tender exercise commenced in 29 April 2022. A tender document was submitted via the chest on 31 May 2022 and following a preferred bidder process, Active Tameside was awarded with the tender following an evaluation process against the criteria published in the invitation to tender document. Active Tameside's contract commenced on 1 October 2022 and runs until 31 March 2025. An extension to Inspire's contract was made until Active Tameside could start the new contract and thus this contract extension with Inspire ran from 1 April 2022 until 30 September 2022 and this is when their contract ended.
- 1.5 During this time, the criteria set out by the Department for Housing, Levelling Up and Communities (DHLUC) for the use of The Supporting Families Grant was changed so this was considered in the service specification that was produced for the tender exercise.
- 1.6 Contract termination including TUPE transfer is 120 calendar days from date of written notification received by the provider – it is therefore anticipated that the provision will transfer in house no earlier than 1 November 2023.
- 1.7 During the notice period all identified equipment and assets will be returned to the Council. Additionally all data and intellectual property will also be transferred back to the council in accordance with audit and information governance regulations.
- 1.8 The specifics of the contract were that funding was to be used to provide 'The Supporting Families Services' where complex early help needs arise. The contract sets out an annual target that required the provider to work with 65 families in the first year, 130 in the second year and 130 in third year of the contract.

## **2. RATIONALE FOR SERVING NOTICE ON THE FAMILY INTERVENTION**

- 2.1 Whilst the performance of the provider has been consistently good, there is a need to bring about a more joined up service that is in line with our overall improvement journey in Children's Services. A critical part of the improvement journey is the Early Help Transformation programme that has seen a new Thresholds Framework developed across the partnership; a refreshed Early Help Partnership and Strategy, and further investment in case work using the Supporting Families Grant, which has provided the opportunity to review the efficacy of the provided service particularly around management oversight of case work and value for money. Bringing the management of this service back into the local authority will provide the regular, operational oversight required to make further improvements in whole family support in Tameside.
- 2.2 The new Family Help Service is very much focussed on supporting the whole family network for as long as is needed to prevent their needs escalating with long term ambition for families to access universal services. The focus has shifted considerably from providing time-limited interventions to more longer-term support to prevent needs escalating leading to families requiring statutory services.
- 2.3 The new ways of working are already embedding and performance is improving steadily. It has also lead to the planned co-location of Family Help Teams with Children's Social Care locality teams to enable the smooth transition of children and families between levels of threshold. This is done in real time by Team Managers from the respective teams on a weekly basis. This practice would require the staff employed by Active to be more integrated in these teams so that their cases can be regularly reviewed by Team Managers to ensure the families are getting the right support from the right place. This renewed focus on strengthened management oversight and the transition of cases between Family Help and Children's Social Care means all staff who are working directly with children and families need to be working together under single management arrangements. The transfer of this service back into Local Authority control will provide this robust oversight.

## **3. HUMAN RESOURCES IMPLICATIONS:**

- 3.1 Within the Supporting families team at Active Tameside there are six members of staff:  
1 x Practice Manager (seconded to 31/10/2023 from Local Authority)  
5 x Family intervention workers.
- 3.2 From the TUPE transfers the Family Intervention workers would slot into Targeted Family Help teams within localities. The locality teams have a structured management team in place that would provide the appropriate management for these posts. On this basis, it is proposed that the secondment to the Practice Manager post is ceased in accordance with the contract end date, with due notice being provided to the employee as per clause 17 in the secondment agreement. The employee would return to their substantive post in TMBC's Children's Services.
- 3.3 The potential TUPE transfer would affect one Practice Manager and five Family Interventions Workers. The situation at present, is that one of the family intervention workers has secured a job outside of TMBC and is due to leave in August 2023, and another has secured a job within TMBC with an imminent start date. This would therefore reduce the number of Family Intervention Workers affected by the TUPE to three full time employees.
- 3.4 In accordance with TUPE requirements a full consultation process will be undertaken with the affected employees in scope of the transfer. TMBC would need to undertake a due diligence exercise to ascertain the T&C's of employment for those in scope of the transfer, assess any liability and/or risk and propose any appropriate measures upon transfer. For

example, proposed measures may include that transferring employees are enrolled into the Greater Manchester Pension Scheme, TMBC policies and procedures apply in the absence of any contractual policies/procedures, future NJC cost of living pay awards are applied and the pay day following transfer is the 15<sup>th</sup> of the month etc.,

- 3.5. TMBC will need to work closely with Active Tameside to ensure a smooth TUPE process for the affected employees and Children's Services will need to ensure the affected employees are supported in the service upon transfer to understand the organisation's culture, practices and procedures.

#### **4. WHAT OUTCOMES ARE WE EXPECTING TO ACHIEVE:**

- 4.1 By bringing this service back into Local Authority control, support for children and families will be more effectively monitored and the quality of provision routinely checked through existing management arrangements within the Family Help Service.
- 4.2 Performance improvements and challenges will be highlighted early so that plans to address any worries can be quickly implemented through existing structures without the need to wait for formal contract monitoring arrangements. Staff will also be able to access broader support from across Children's Services.
- 4.3 Children and families will receive a better quality of service that is in place for as long as is needed and should families require more intensive services, this can be accessed seamlessly and without the need for a lengthy transition to other services.
- 4.4 This transition will also result in more effective and efficient use of The Supporting Families Grant that is already monitored by the Assistant Director for Early Help and Partnerships without the need for additional management time to monitor the effectiveness and quality of an external contract.

#### **6. RECOMMENDATIONS:**

- 6.1 As set out on the front of the report.



# Tameside Early Help

## Strategy



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2023-2026

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# 1. Foreword

**Everyone has a role to play in providing early help. Early help focuses on bringing services together, considering the needs of the family as a whole, to make sure families get the right help at the right time from the right place.**

Support can come in many forms and may be delivered by just one service or may include many organisations across different areas such as health, education, employment and the voluntary sector working together to support a family. Early help focuses on the strengths of each family, supporting them to reach their own solutions to prevent issues from escalating.

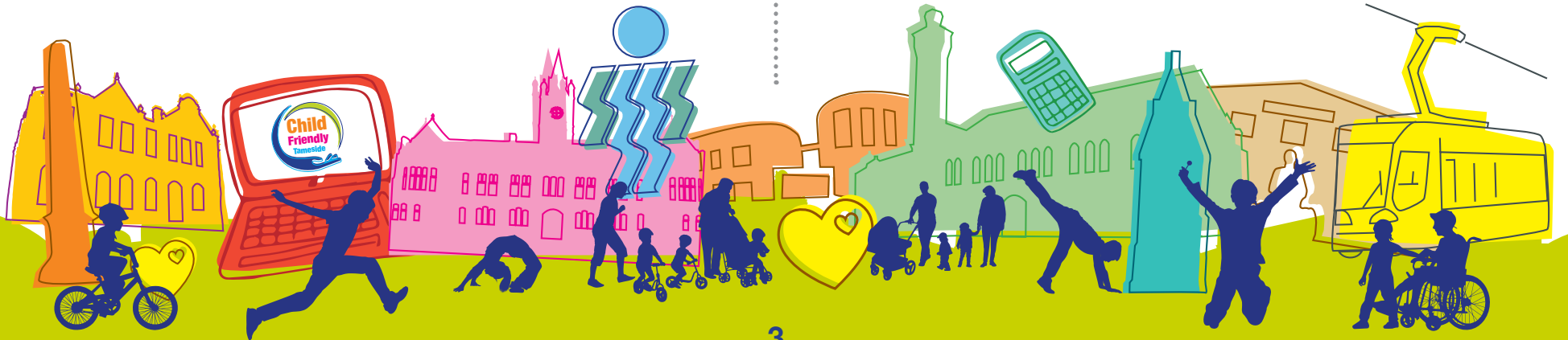
We know that public sector cuts coupled with the cost of living crisis have detrimentally affected our most vulnerable families, as such it is more important than ever that families can access effective support early on.

We want to build on the early help approach already in place in Tameside to continue to reduce the number of families reaching crisis so that we can help all children reach their full potential. We know that early intervention is critical in ensuring that our young people lead happy, safe and healthy lives. Our ambition is that all families are supported holistically as partners, and that all families are able to access services and information when they need to, promoting positive outcomes across the borough.

Tameside's Early Help Strategy will be overseen by the Early Help Partnership who will monitor the implementation and delivery of the strategy.



**Cllr Bill Fairfoull**  
Executive Member for Children and Families



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## 2. Introduction

**This strategy builds on Tameside's previous Early Help strategies of 2020 and 2017 by setting the scene both locally and nationally. It provides clear priorities and accountability to improve and enhance, at pace, the Tameside Early Help approach and offer, ensuring it remains responsive to the needs of the children and families within the Borough.**

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The Tameside Early Help Strategy 2023-26 is a partnership document which underpins our strong commitment to early intervention, aligning with our updated thresholds document, the [Tameside Framework for Help and Support](#).

There are over 54,000 children and young people living in Tameside and whilst most children and their families in Tameside have a good quality of life with minimal additional support, there are some who need extra help for a variety of reasons. At different times in their lives, children, young people and their families in these circumstances may need additional support and help from universal, targeted or specialist services. We know, for families, it can sometimes feel difficult to ask for help or to know what help is available and how to access this support. Which is why, early help is an approach, not a single provision and is everyone's responsibility.

Early help can only work when delivered in partnership across multiple agencies who work with families.

Early help means children, young people and their families are supported holistically at the right time, as soon as a problem is identified and is not left to escalate. Early help means that families are supported and their strengths are recognised.

We know early help is the right thing to do, which is why this strategy strives for high-quality offer for children and their families at the earliest opportunity to build the strongest possible foundations for children to thrive throughout their life.



Learning from recent OFSTED inspections we will strengthen our approach to joint working. This includes continuing to strengthen the link between special educational needs and disabilities (SEND) and our early help offer, to ensure needs are identified and supported at the earliest possible point across health, education and social care services.

Our early help approach will be the foundation of our Family Hub model, recognising that investment in preventative support for families is crucial to promoting better health, education, emotional and social outcomes in the longer term. The Family Hubs Programme will provide multi-disciplinary support physically within the community, embedding the ethos of early intervention and supporting families with children from 0-19 years or up to 25 years for children with special educational needs and disabilities.

Effective early help also contributes towards the fulfilment of our statutory duties including the Council's duty to improve the wellbeing of young children (Section 1 Children Act 2006) and to improve cooperation between local partners to improve the wellbeing of children (s.10 Children Act 2004).

This is a high-level document outlining our approach to Early Help which will be complimented by our Early Help Delivery Plan.



# 3. Context

## 3.1. National Context

Still of relevance today is the Munro Review of Child Protection (2011)<sup>1</sup> which were incorporated in the Working Together to Safeguard Children (2013;2018)<sup>2</sup> that clearly set out the importance of early identification and support for children and families – ‘Providing early help is more effective in promoting the welfare of children than reacting later’. The statutory guidance makes clear that under section 10 of the Children Act 2004, Local Authorities have a responsibility to promote inter-agency co-operation to improve the welfare of all children, emphasising that early help is an approach and offer across many agencies, and is not a single provision.

From a population point of view, the Marmot Reviews: Fair Society, Healthy Lives (2010; 2022) provide the bedrock of evidence supporting prevention and early intervention - ‘The foundations for virtually every aspect of human development – physical, intellectual and emotional – are laid in early childhood. What happens during those early years, starting in the womb, has lifelong effects on many aspects of health and wellbeing, from obesity, heart disease and mental health, to educational and economic achievement. Later interventions, although important, are considerably less effective if they have not had good early foundations’.

More recently, Josh McAllister’s independent review of Children’s social care (2022)<sup>3</sup> has a firm focus on early help, which is referred to as ‘Family Help’, calling for a fundamental shift from crises interventions that don’t always achieve the best outcomes for children and families, as well as continuing costs to public services. The Department for Education’s recently released children’s social care strategy ‘Stable Homes, Built on Love’<sup>4</sup> responds directly to the independent review, committing to providing families with supportive and welcoming Family Help services delivered through a skilled multi-disciplinary workforce, providing the right support at the right time. These developments highlight a growing consensus around the importance of taking a joined up whole family approach to early intervention.

Furthermore, the SEND Review (2022)<sup>5</sup> clearly identifies that early help is vital and can improve outcomes for children and young people with special educational needs and disabilities, enabling children and families to thrive through access to the right support, from the right place, and at the right time.

In addition, national and global crises including the cost of living crisis have negatively affected families, increasing demand for services, often highlighting and exacerbating existing health and socio-economic disparities. For example, the Institute of Health Equity (2022)<sup>6</sup> highlights how fuel poverty is detrimentally

<sup>1</sup> <https://www.gov.uk/government/publications/munro-review-of-child-protection-final-report-a-child-centred-system>

<sup>2</sup> <https://www.gov.uk/government/publications/working-together-to-safeguard-children--2>

<sup>3</sup> <https://childrensocialcare.independent-review.uk/>

<sup>4</sup> [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/1133537/Children s social care stable homes consultation February 2023.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1133537/Children_s_social_care_stable_homes_consultation_February_2023.pdf)

<sup>5</sup> <https://www.gov.uk/government/consultations/send-review-right-support-right-place-right-time>

<sup>6</sup> <https://www.instituteofhealthequity.org/resources-reports/fuel-poverty-cold-homes-and-health-inequalities-in-the-uk>





# 3. Context

affecting children’s development, mental health, educational outcomes, and increasing the risk of poor respiratory health. Similarly, whilst the impact of the COVID-19 pandemic is yet to fully understood, early evidence reviewed by the Office of Health Improvement and Disparities (2022)<sup>7</sup>, found health inequalities amongst children and young people, living in deprivation, or who are from black, Asian and minority ethnic (BAME) backgrounds, or are lesbian, gay, bisexual, and transgender (LGBTQ+).

National developments have also indicated the growing awareness of the variety of factors affecting outcomes for children and families, necessitating a coordinated multi-agency approach. OFSTED recently announced that their Joint Targeted Area Inspections will focus on the local multi-agency response to children and families who need help, evaluating how effectively different agencies work together to reduce risks to children and meet their needs early on.<sup>8</sup> The new inspection criteria highlight the importance of a partnership approach in supporting children and families, showing the renewed significance of an effective early help system.



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<sup>7</sup><https://www.gov.uk/government/publications/covid-19-mental-health-and-wellbeing-surveillance-report/7-children-and-young-people>

<sup>8</sup> <https://www.gov.uk/government/publications/joint-targeted-area-inspection-of-the-multi-agency-response-to-children-and-families-who-need-help/joint-targeted-area-inspection-of-the-multi-agency-response-to-children-and-families-who-need-help#evaluation-criteria>



# 3. Context

## 3.2. Local Context

Tameside's population of children and young people is the fastest growing, compared to other age groups. Even before the COVID-19 pandemic, Tameside had challenges regarding economic growth, and significant challenges with high concentrations of deprivation and entrenched issues that exist in some communities including unemployment, ill-health and social issues including higher prevalence of domestic abuse and substance misuse.

An important part of understanding the local context in Tameside involves listening to children and young people about how they feel about living in Tameside, and what makes a difference in their lives. Children and young people have told us they recognise that love and emotional support from family, friends and communities is the key to a happy childhood, that the compassion and care for one another that exists across generations in Tameside families is important to them and is a strength of the Tameside community. Children and younger people have told us that they are ambitious for their future and want to have a wide range of opportunities available to them. Opportunities to develop confidence and self-esteem are important to them.

They also want to feel safe and secure within their communities, tackle the stigma associated with mental health and recognise the importance of preventing crisis' developing. Listening to children and young people is at the heart of our early help practice and in developing this strategy we are focused on improving the Early Help Offer in Tameside to underpin the ambitions of children, ensuring their voice is heard and reflected in the services we deliver.

It is important to acknowledge that some children in Tameside face additional barriers, which, unless addressed early, can accumulate throughout life and negatively impact on their life chances, resulting in significant inequalities. Children living in Tameside are less likely to meet the expected level of development in their early years, with speech and language needs being a particular challenge.

Throughout their school career, children living in Tameside are more likely to need additional support or be identified as having Special Educational Needs and/or Disabilities. At secondary level, challenges around school attendance and attainment are key drivers in preventing progression into Further and Higher Education or training and in later life, impacting on earning potential.

Families in Tameside can sometimes face challenges, which can have long-term detrimental impact on the wellbeing of children and young people into adulthood. In particular, domestic abuse, mental health issues, neglect and parental conflict are some of the issues that result in referrals to Children's Social Care.

Intervening as soon as these issues are identified is vital in creating conditions where families can improve their own life situation and go on to thrive.

Understanding both the assets within families and the communities they live in, along with the challenges that they face is vital to the delivery of this strategy. By using both data and intelligence and by listening to families we will strive to understand their needs better, and be more responsive when supporting families.





# 3. Context

## Children, Young People and Family Outcomes in Tameside

Further to Tameside Children and Young People's Joint Strategic Needs Assessment (2022), the below data illustrates that children, young people and families in Tameside have worse outcomes compared to the England averages.

The Strategy does not seek to prioritise any one particular outcome, but seeks to work as a whole system across all policies to improve these outcomes as a whole. Equally, the strategy seeks to support and help children and families where these needs have been identified.



### Deprivation

**17.6%** of children in absolute low income families, compared to 15.1% across England (2020/21)

**22.3%** of children in relative low income families, compared to 18.5% across England (2020/21)

## Early Years & Child Development



**11.3%** smoking status at time of delivery in Tameside, compared to 8.6% across England (2021/22)



**34.2%** of babies are breastfed at 6-8 weeks, compared to 48.6% across England (Q4 2021/22)



**60.1%** of children achieving a good level of development at the end of Reception, compared to 65.2% across England (2021/22)



# 3. Context

## Education & Employment



**8.1%** of 16-17 years not in education, employment or training, compared to 4.7% across England (2021)

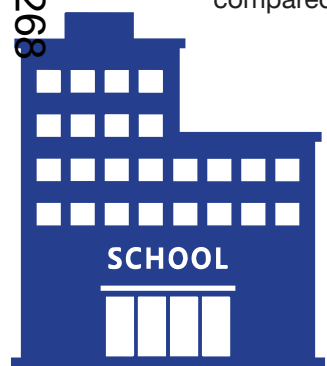
**57%** pupils achieving **KS2 RWM EXS+** compared to 59% across England (2021/22)

**44.2%** of pupils achieving a strong pass in English and maths compared to 50% across England (2021/22)

**91%** of pupils in good or outstanding primary schools (2021/22)

**63%** of pupils in good or outstanding secondary schools, compared to 67% across England (2021/22)

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## Health



**11.6%** of children are obese at Reception, compared to 10.1% across England (2021/2022)



**33%** of 5 years olds have obvious dental decay, compared to 23.7% across England (2022)

**19.4 per 1,000** under 18 conceptions, compared to 13 per 1,000 across England (2020)



**105.6 per 10,000** hospital admissions caused by unintentional and deliberate injuries in children (0-14), compared to 84.3 per 10,000 across England (2021/22)



# 3. Context



**438.0 per 100,000**

## hospital admissions for asthma

compared to 131.5 for England (2021/22). Tameside has the highest rate of hospital admissions for asthma (under 19 years) in England.



## FASD

A UK study on Fetal Alcohol Spectrum Disorder (FASD) found the prevalence rate was between 1.8% - 3.6% (when possible cases were also included).

**This means in Tameside at least 50 children are born each year affected by FASD and at least 4077 individuals are living with FASD in Tameside.**

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## Mental Health

**3.5% of school pupils have social, emotional and mental health needs, compared with 3.0% across England (2021/22)**

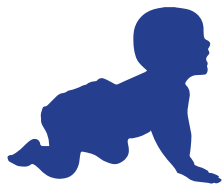
**11% of children in Tameside are known to have an Eating Disorder (2020)**

**Self-harm** the rate of young people (10-24 year olds) admitted to hospital as a result of self harm is in line with the England average (2021/22)

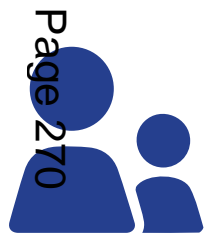


# 3. Context

## Special Educational Need or Disability (SEND)



**13.5%** of pupils in Tameside have Special Educational Needs (SEN) support compared to 12.6% of all pupils across England (2021/22)



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**4.1%** of pupils in Tameside have an Education, Health Care Plan compared to 4.0% of children in England (2021/22).

## Protect



**2717 Child in Need**, a rate of 533.2 per 10,000, 0-17 year olds (March 2022)

Including:

**348** children on Child Protection Plans, 68.3 per 10,000 children (March 2022)

**656** cared for children, 129 per 10,000 children aged under 18 (2023).



# 3. Context

## Substance Misuse



**95 per 100,000** - Over the period 2018/19 to 2020/21 the rate of hospital admissions for substance misuse for 15-24 year olds was 95 per 100,000.

**24.8%** of those in drug and alcohol treatment services have children under 16 at home (2021/22)



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**672 adults** are estimated to be alcohol dependant and living with children.

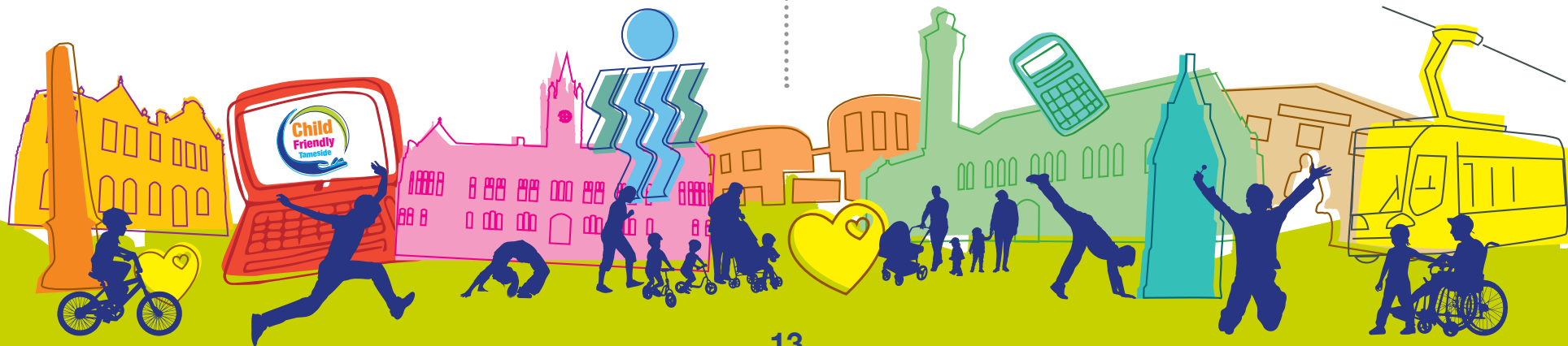
## Substance Misuse



It is estimated **26.3%** of adults with opiate based addiction who have children under 16 at home are not in treatment.



**29.1%** of all adults in treatment for substance misuse have children at home.







## 4. What is Early Help?

**Early help is an approach to working with children and their families. It is everyone's responsibility. Early intervention focuses on preventing problems occurring and works by tackling challenges head-on before they get worse. Effective early intervention enables children and families to build on their personal strengths and skills to become more independent and resilient to the challenges that they face. This is our Signs of Safety Approach and Practice in Tameside. Whilst early interventions are often focused on the early years of a child's life, interventions can improve children's life chances at any point during childhood and adolescence.**

Early help involves all partners sharing responsibility for looking for signs that children and families need help and then acting quickly to address these needs. Providing good early help takes into account what is happening for everyone in the family, not just one individual. In Tameside a 'whole family approach' is promoted and the needs of all children, young people and their family members are considered in the family assessment and support is provided.

We recognise that often when one person in a family has a problem, it affects others in the family and that effective help means solving the root cause of the problem rather than just the presenting issue. Early help brings professionals together to work with the whole family to try to improve things for everyone. The early help offer support to families in Tameside include support with, but not exclusive too:

- adolescence
- anti-social behaviour
- benefits and debt advice
- child development
- domestic abuse
- financial issues, poverty and deprivation



## 4. What is Early Help?

- employment
- health
- housing
- mental health
- parental conflict
- parenting
- school attendance
- Special Educational Needs and Disabilities (SEND)
- substance misuse
- young carers

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For more information about the early help offer in Tameside and its associated thresholds, please access our thresholds document, [Tameside Framework for Help and Support](#).

Effective early help has to be a partnership not just with agencies across the Borough but also with families. It is based on respectful but persistent engagement and a commitment to helping families find ways to help themselves.

It supports families to build on their strengths so they are able to deal with setbacks themselves, seize opportunities to flourish and know where to turn to for help when needed. Developing trusting relationships with families and giving them the tools to help themselves is central to early help, nurturing long term resilience.

Early help has to be challenging to ensure that restorative practice is reflected and encourages families to engage more fully in the communities in which they live; drawing on its assets and opportunities to support them and becoming more engaged members of their community.



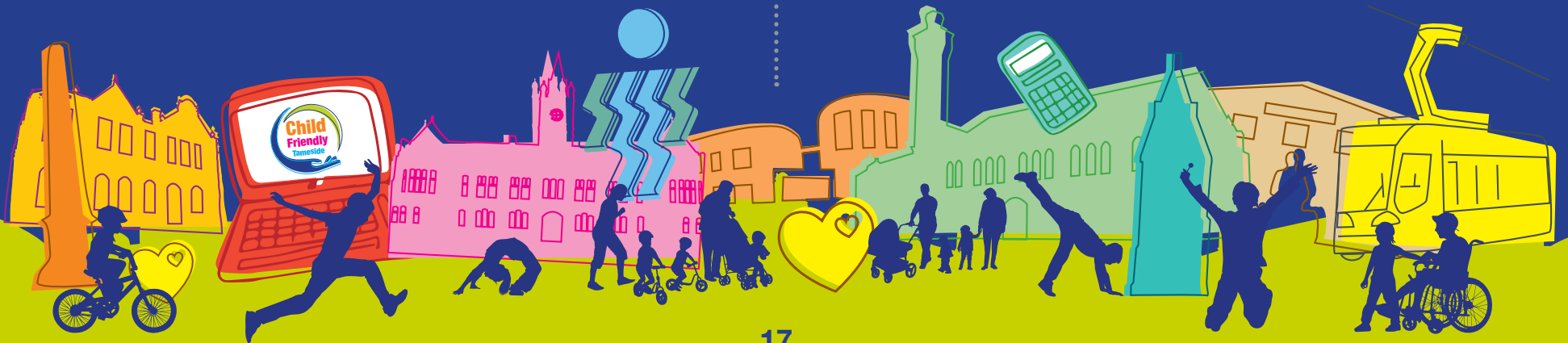


# 5. Tameside's Early Help Approach

## The principles to our strategy and approach are:

- Supporting and helping children and families at the earliest opportunity - the right help, at the right time, from the right place.
- Actively listening to the voices of children and families in line with the [Listening Framework](#)
- Holistic support is provided, bespoke to the needs of the family.
- Proactively utilising Signs of Safety to help assess risks, concerns and identify solutions in partnership with children and families.
- Support and help is delivered with children and families, building on their strengths and supporting them to come up with solutions with the help of their network.

- Understanding that safeguarding is everyone's business. Everyone working with children, young people and their families understands they are responsible for keeping children safe and promoting the welfare of children.
- Acknowledging that many situations need a multi-agency, trauma informed response, all agencies will work collaboratively to offer a coordinated response and avoid duplication.
- Everybody is confident with data protection principles and will proactively share information to help recognise, assess and act to provide a coordinated response to the needs of the child and the family.
- No one should assume that someone else will pass on information which may be vital to keeping a child or young person safe.



# 5. Tameside's Early Help Approach

## 1. Universal:

My needs are met and I am achieving my expected outcomes.

## 2. Early Help:

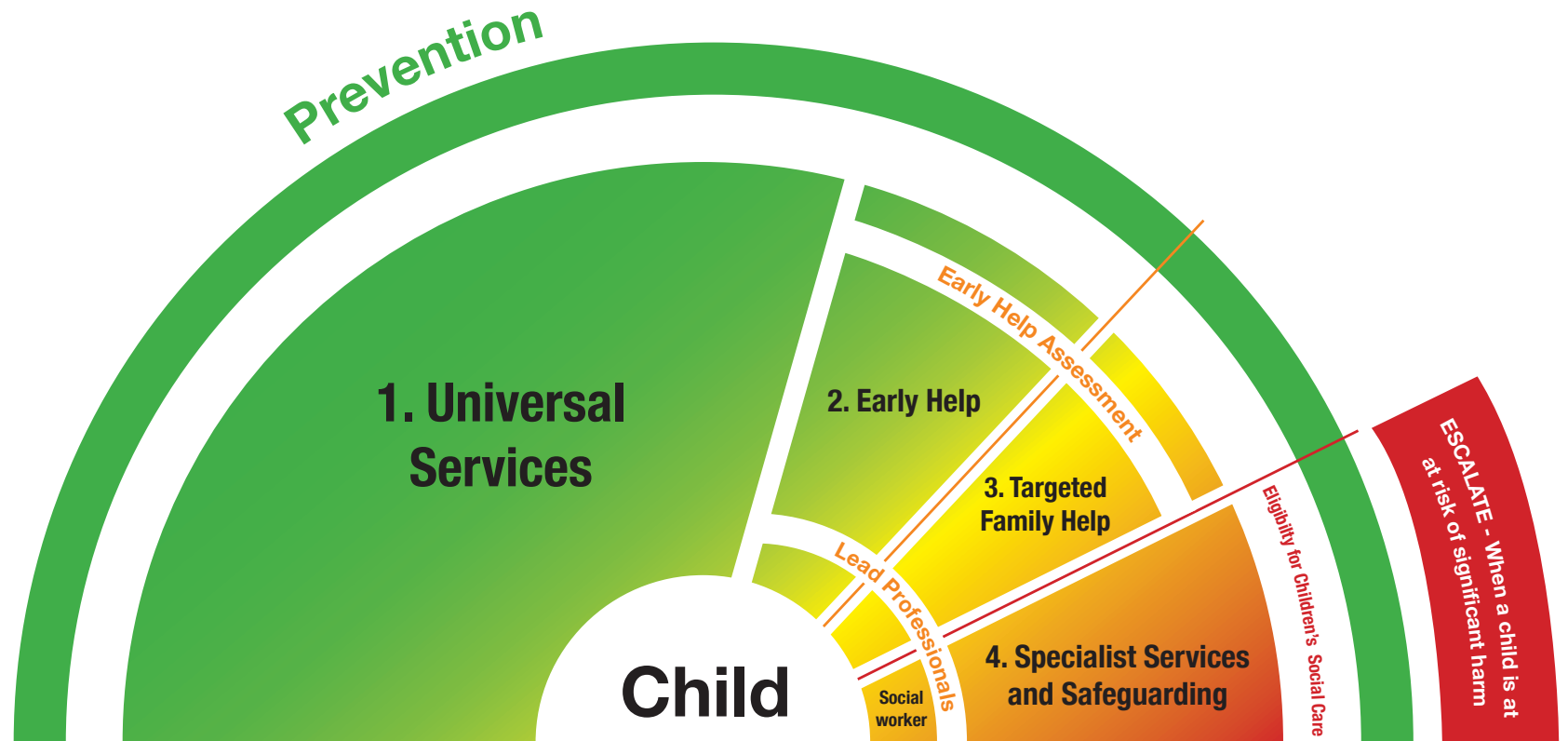
I may need some extra help alongside Universal Services to meet my needs.

## 3. Targeted Family Help:

There are complex needs. I need different services to work together to promote my welfare.

## 4. Specialist Services and Safeguarding:

I am a child in need or a child in need of protection. I am at risk of abuse, exploitation or neglect.



Further information can be found in the [Tameside Framework for Help and Support](#)



# 5. Tameside's Early Help Approach

## Our Approach

Tameside has adopted the 'windscreen' model when looking at universal, early help, targeted early help and specialist/ safeguarding services. This model closely aligns to the THRIVE model of getting advice, getting help, getting more help and getting risk support.

Early help follows the same approach and processes for working with families. When an additional need is identified which is beyond the universal support available to everyone, the early help process is started. An Early Help Assessment is completed with the family. The lead professional will work alongside the family to develop a plan of action and coordinate support.

The progress made and any ongoing needs of the family are reviewed through the 'Team Around the Family/ Setting' approach. Family Intervention Services within our four neighbourhoods (North, South, East and West) work closely with Early Years, Child and Adolescent Mental Health Services (CAMHS), Job Centre plus and Active Tameside to support families 0-19 (25 with SEND).

Tameside council have established targeted family help at Level 3 where more complex early help cases will be held by Family Help Case Managers who will work with a family as long as needed provided they are making progress. where needs escalate, cases can be safely and quickly stepped up to statutory services using clearly defined, systematic approaches.

Engagement with all members of the family is crucial to the success of this approach and the child's voice has to be heard strongly within the assessment and plan to ensure it is meeting their needs. Targeted family help follows the same approach but is provided when issues have become multiple or complex and stronger co-ordination of support is needed.

To underpin Tameside's Early Help Offer, the Signs of Safety framework has been adopted as part of the Early Help Assessment to strengthen safety and wellbeing planning with families. strength and relationships based, solution focused model that looks to assess risk and concerns, identifying solutions with the family.

For more information about the model above and its associated thresholds, please refer to the [Tameside Framework for Help and Support](#).

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# 5. Tameside's Early Help Approach

## Family Hubs

A key component to the strategy and approach are the Family Hubs within each of the four neighbourhoods (North, East, South and West) of Tameside. Through Family Hubs, families will be able to access services from a variety of community partners for the help at the right time.

Family Hubs bring together existing family-help services to improve connectivity between families, professionals and services, placing relationships at the heart of our approach. The Family Hubs will include a physical and virtual offer, accessible for families with children of all ages, from 0-19 or up to 25 with special educational needs and disabilities and embedding the Start for Life offer at their core.

The key principles of the Family Hub model are that services are:

- **More accessible** – through clearly branded and communicated hub buildings, virtual offers and outreach.
- **Better connected** – Family Hubs drive progress on joining up professionals, services and providers – through co-location, data sharing, shared outcomes and governance. Moving from services organised for under-fives, to families with children of all ages, reducing fragmentation.
- **Relationship-centred** – practice in a Family Hub builds on family strengths and looks to improve family relationships to address underlying issues.
- **Universal through to targeted services** – providing welcoming, non-stigmatising services for families.



# 6. Making it Happen – Our Priorities

Based on a number co-production workshops with partners in Tameside, the following priorities have been developed to ensure successful delivery on the Strategy. In turn, we have stated our action under each priority.

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## Priority ONE

### Authentic System Leadership

This means all partners including the Council, Health, Police, Education and Voluntary, Community, Faith, and Social Enterprise (VCFSE) sector take responsibility for their role in early intervention as well as actively working together to deliver better outcomes for families.

#### What will we do?

- Utilise the potential of our local partners to provide critical support within the design and delivery of Early Help.
- Work cohesively as partners by listening to each other, clearly communicating roles and responsibilities of all partners and promoting respect across all levels.
- All services involved in early help will commit to delivering on the strategy and driving forwards improvements.
- Ensure there is joined up commissioning across all services supporting families, children and young people, in line with the [Tameside SEND Joint Commissioning Strategy](#)
- Maintain a clear understanding of what is commissioned and effectively communicate this with partners.





# 6. Making it Happen – Our Priorities

- Put evaluation and monitoring and review at the heart of our commissioning.
- Work jointly towards the vision of Early Help in-line with our shared principles.
- Invest in the universal foundations for our families in Tameside.

Priority  
**TWO**

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## Effective Partnerships & an Integrated Team

This means capitalising on the strengths of relationships across all organisations and services, proactively sharing knowledge, resolving challenges and coordinating our approach to make sure residents get comprehensive, holistic support no matter which area they contact first.

### What will we do?

- Co-locate services to help strengthen relationships between partners to take a holistic, whole family, approach to support.

- Provide support within communities through our integrated Early Help offer.
- Develop our offer with partners to ensure we meet the needs of our neighbourhoods.
- Make better use of existing data, local intelligence and insights from partners to design our support offer.
- Promote effective conversations which consider the needs of the whole family across all services.
- Promote better integration between children's and adults services.
- Improve connectivity between third sector, community, faith sector, education, council and health within Family Hubs and early help, to ensure there is a clear route to support.
- Embed a making every contact count approach across services, to prevent families repeating their stories or slipping through the cracks.
- Place the voice of families and communities at the core of our strategic planning.



# 6. Making it Happen – Our Priorities

## Priority THREE

### Asset Based Focus

This means working together to make the most of what is already in place, and supporting families to build on their strengths.

#### What will we do?

- Work with communities and the voluntary sector to increase our understanding.
- Maintain an easily accessible and regularly updated directory of community assets and support.
- Create a family friendly culture within family hubs.
- Work with the community to strengthen local relationships and to utilise and support assets.
- Work towards an effective single-access point for support, incorporating a physical place where families can get face to face support, a virtual place and a phone line.

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## Priority FOUR

### Workforce and Development

This means making sure all staff have the right skills and knowledge to work with and support families effectively.

#### What will we do?

- Have a workforce that reflects and understands the local landscape of support and the needs of the communities they work in.
- Signs of Safety Training to continue to be delivered by the Tameside Safeguarding Children Partnership.
- Making sure all our workforce know how to have effective conversations which consider all of the needs of the family.
- Delivering training internally and across the partnership to embed the Tameside Framework for Help and Support to improve the application of thresholds.
- Communicate the Early Help offer clearly to the workforce.
- Develop a multi-agency workforce development plan to coordinate training for all partners involved with early help, based on shared principles including the Solihull approach and trauma informed principles.
- Commit to continuous learning, development and self- reflection across all services contributing to early help.



# 6. Making it Happen – Our Priorities

## Priority FIVE

### Data Improvements

This will help us to better share knowledge, make more informed, evidence based decisions and to monitor the impact we are having.

#### What will we do?

- Improve our ability to access and share intelligence between services.
- Ensure IT infrastructure enables co-location.
- Utilise the benefits of case management systems.
- Develop an Early Help Performance Dashboard.
- Develop an Early Help Outcomes Framework.

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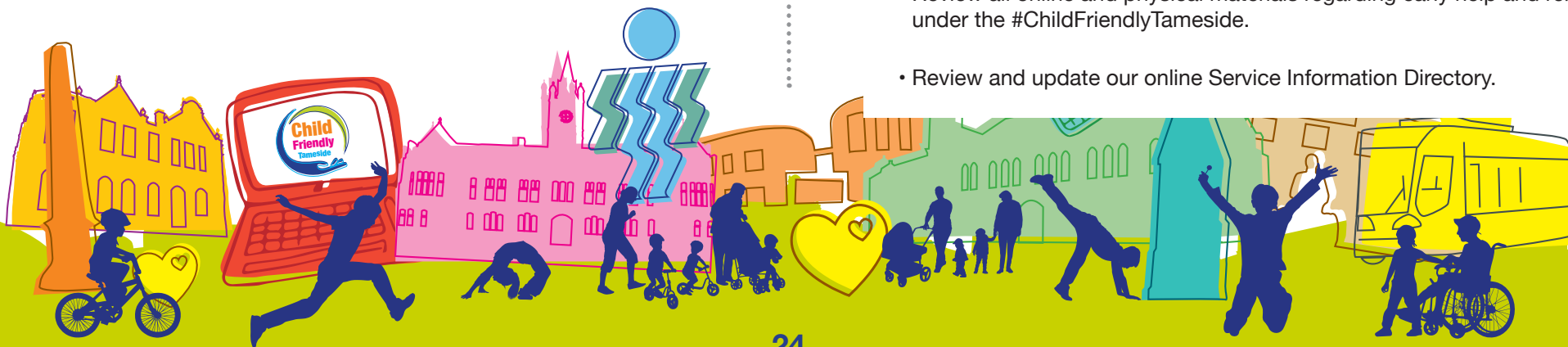
## Priority SIX

### Communication and Engagement

This will help us to connect with residents, promote our offer within the borough, gain feedback and ensure that our approach to early help meets local needs.

#### What will we do?

- Make better use of the tools we have available including Council website and relationships with partner agencies to make it easier for residents to access information.
- Ensure our communications around Early Help offer are consistent, locality specific and uniformly accessible.
- Monitor family experiences and awareness of our offer to review how early help and targeted family help function.
- Engage with and offer targeted support for seldom heard families and groups.
- Design an outreach model for support which is focused on overcoming any stigma associated with accessing services.
- Review all online and physical materials regarding early help and rebrand under the #ChildFriendlyTameside.
- Review and update our online Service Information Directory.





# 7. Making a Difference – Our Measures of Success

**It is recognised nationally that measuring the effectiveness of early help systems is extremely complex and challenging.**

**Prevention and early intervention approaches are long-term invest to save models which require time to generate hard evidence of fiscal savings and provide ‘cashable’ savings. It is also difficult to demonstrate the cost avoidance generated by preventing problems.**

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The broad nature of interventions and services delivered by partners as part of early help adds to the complexity of evaluating impact. Attributing improvements in family situations and the outcomes they achieve to one service or intervention is exceptionally difficult as demonstrated by the well-resourced and robust National Troubled Families Evaluation<sup>9</sup>. Collating good quality evidence of impact takes time, capacity and resources but is still important to do.

Despite the challenges, there is an emerging evidence base demonstrating that sustained investment in early help and preventative services over time can be effective and reduce demand on high cost services<sup>10</sup>.

Our aim is to jointly secure better outcomes for families, avoiding statutory interventions by intervening earlier. We recognise the need for a shared vision underpinned by ongoing monitoring and accountability to achieve this. The Tameside Early Help Partnership will develop an agreed multi-agency framework for measuring success which will help us to review and deliver an effective early help system.



# 7. Making a Difference – Our Measures of Success

The Tameside Early Help Partnership will continue to develop this locally and assess the effectiveness of early help interventions. A jointly agreed Early Help Strategy Outcome Framework will be explored by the partnership which will collate evidence and utilise sources including:

- Early Help Performance Dashboard
- Children and Young People’s Plan
- Management and performance information
- Feedback from families
- Feedback from practitioners
- Case studies
- Cost saving analysis
- National tools – including the [Early Help System Guide](#) and [Supporting Families Outcomes Framework](#)

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The development of a common evaluation framework by the Early Help Partnership for early help will build on national best practice around the evaluation of early help systems and ensure a stronger evidence base for the Early Help Offer is available to support future investment decisions.

<sup>9</sup> <https://www.gov.uk/government/publications/national-evaluation-of-the-troubled-families-programme-2015-to-2021-further-findings>

<sup>10</sup> <https://www.eif.org.uk/report/the-cost-of-late-intervention-eif-analysis-2016>



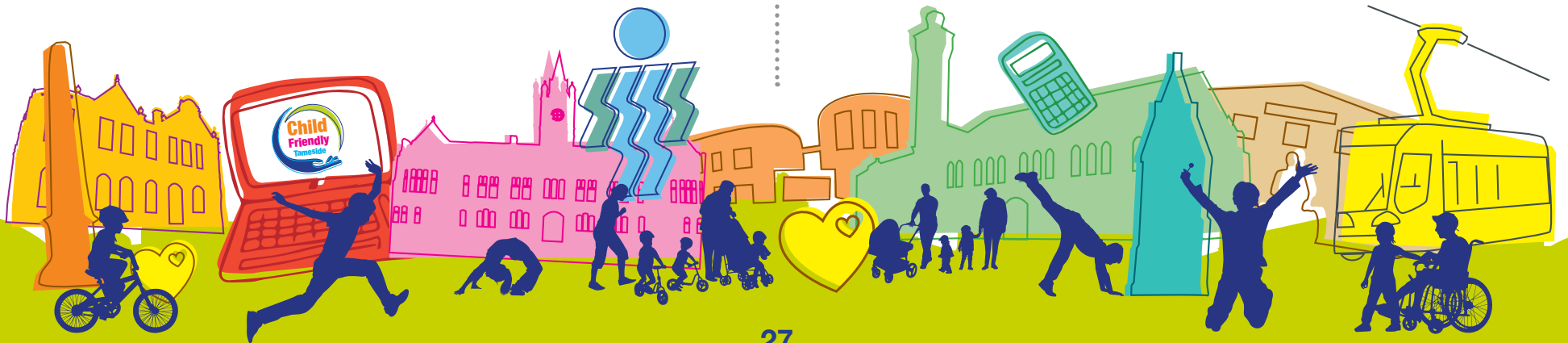
## 8. Governance

**To deliver on the approach and priorities of early help in Tameside effectively and successfully, a multi-agency delivery plan will be produced and regularly updated.**

The Early Help Delivery Plan will set out an ambitious but much needed plan of work for transforming the early help approach and offer in Tameside.

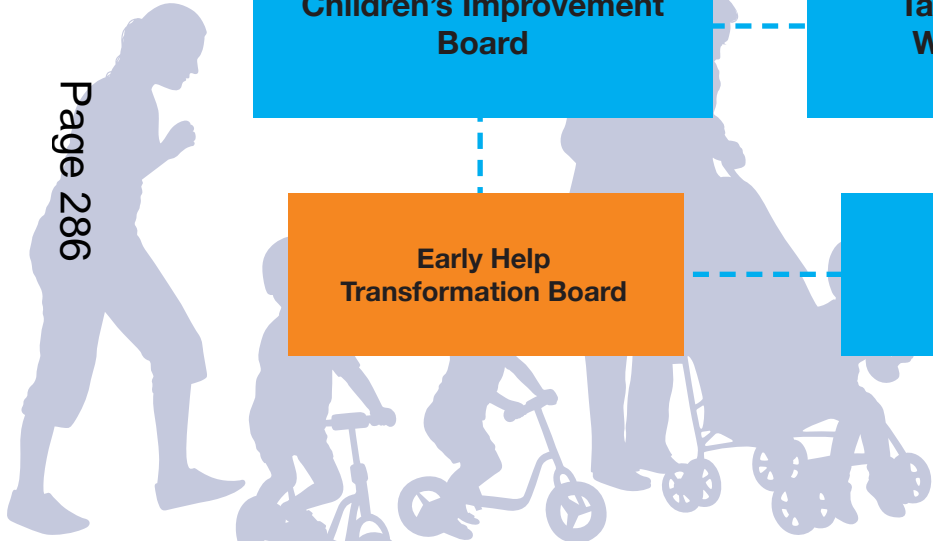
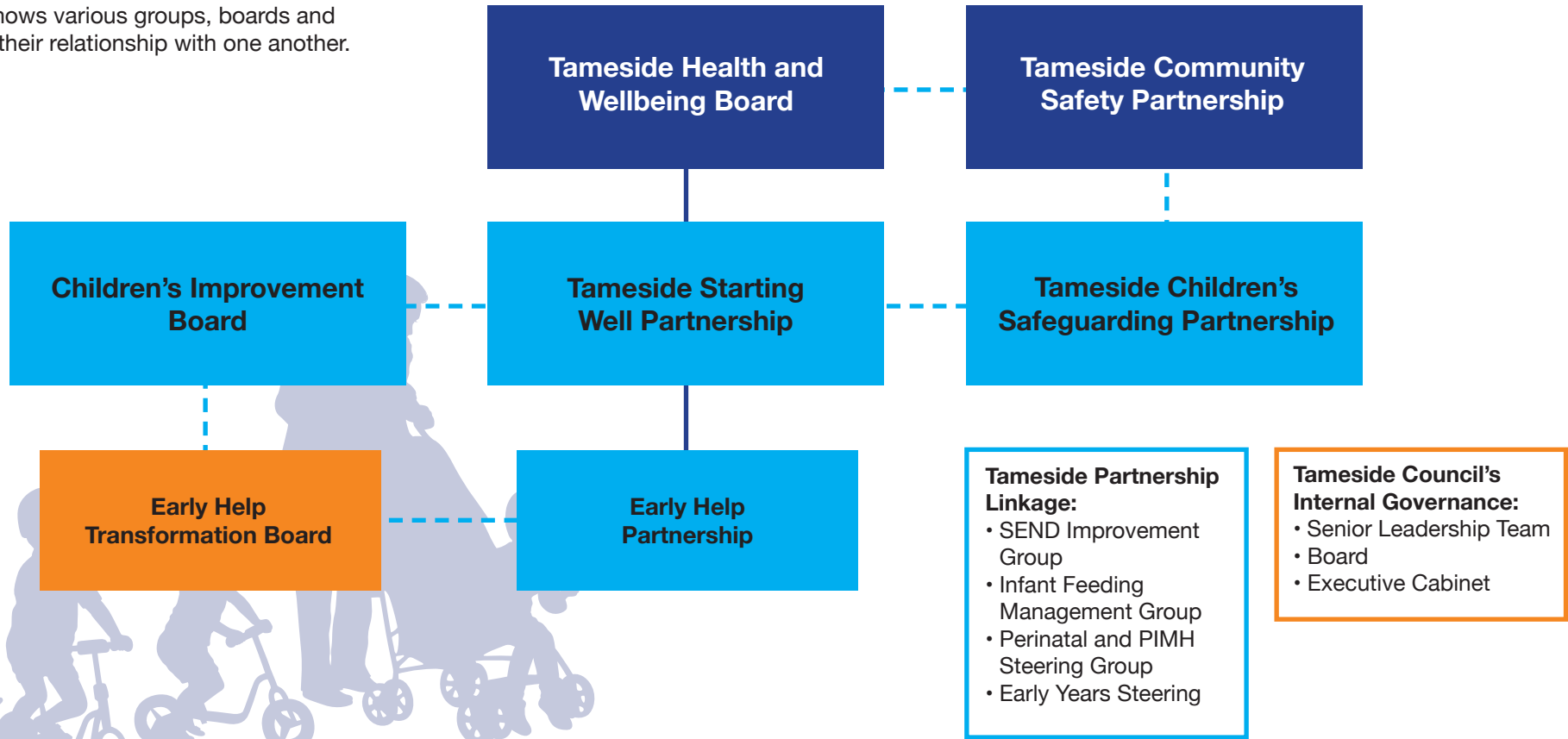
The Tameside Early Help Partnership is responsible for delivering the Early Help Delivery Plan and will provide highlight reports to both the Starting Well Partnership and Children's Improvement Board.

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# 8. Governance

The illustration, shows various groups, boards and partnerships and their relationship with one another.



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## 8. Glossary

**BAME** - Black, Asian and minority ethnic

**CAMHS** - Child and Adolescent Mental Health Services

**EHCP** – Education, Health and Care Plan

**FASD** - Fetal alcohol spectrum disorders

**LGBTQ+** - Lesbian, Gay, Bisexual, Trans, Queer or Questioning, Intersex, Asexual, Non-Binary and more

**MARAC** – Multi-Agency Risk Assessment Conference

**PIMH** - Parent and Infant Mental Health

**SEND** – Special Educational Needs and Disabilities

**VCSE** - Voluntary, Community, Faith and Social Enterprise

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# Tameside Framework

## for Help and Support

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# Foreword

The Tameside Framework for Help and Support is for anyone working with or in contact with children and families who has concerns about a child. The guidance is to explain how to apply the thresholds of needs to children and families. Thresholds are the point where a child, young person or family is able to access a particular service. It is our aim that children at risk are identified early, responded to at the lowest tier appropriate to meet the needs of the child and responded to promptly to reduce risk.

This document explains how local practitioners can work in partnership to safeguard and support children across the borough, recognising that all organisations working with children and young people have a vital role to play.

The Tameside Safeguarding Children's Partnership is committed to ensuring that all services and practitioners working in Tameside:

- Recognise, assess and act in accordance with children's needs from prevention, early help, to targeted interventions, accessing specialist services and safeguarding.
- Promote the importance of early help.
- Provide children and families with the help they need at the earliest opportunity - the right help, at the right time, from the right place.
- Embed the Signs of Safety framework, supporting families to find their own solutions with the help of their network and offering help at the earliest opportunity.

- Can identify what services are available and how they can be accessed.

All partners should ensure their policies and practices embed the principles highlighted in this document. The Tameside Framework for Help and Support has been drafted as per the requirements under the Government's statutory guidance "[Working Together to Safeguard Children 2018](#)".

Statutory safeguarding partners would like to thank all those who participated in the creation of this Tameside Framework for Help and Support.

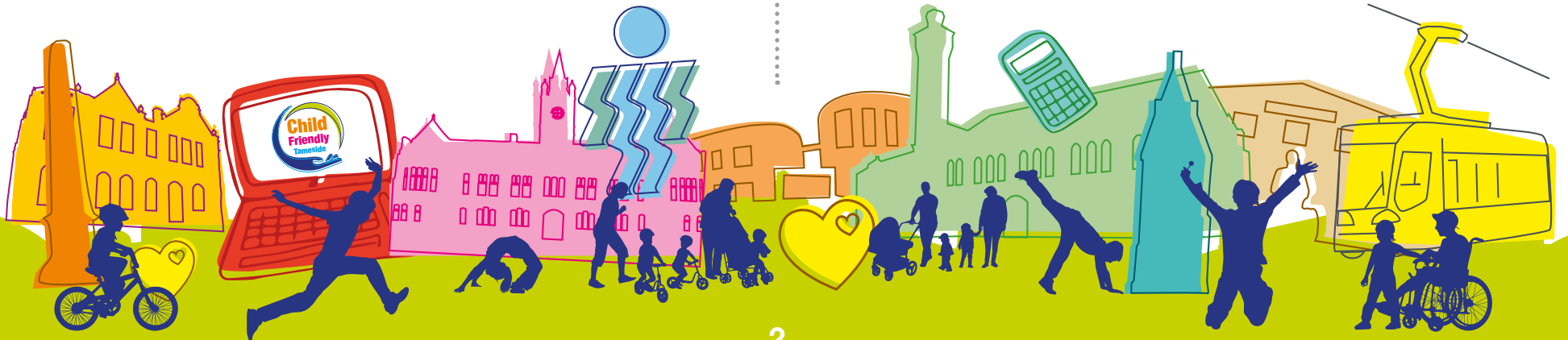
**Sandra Stewart**  
Chief Executive Officer - Tameside Council

**Mark Fisher**  
Chief Executive Officer - NHS Greater Manchester Integrated Care Board

**Michelle Walsh**  
Associate Director of Nursing, Quality and Safeguarding (Tameside ) NHS Greater Manchester Integrated Care

**Phil Davies**  
Chief Superintendent – Tameside District Commander GMP

**Ali Stathers-Tracey**  
Director of Children's Services - Tameside Council







# Principles:

- Helping children and families at the earliest opportunity - the right help, at the right time, from the right place.
- Embedding the use of Signs of Safety to help assess risks, concerns and identify solutions in partnership with children and families.
- Listening to the voices of children and families.
- Help is delivered with children and families, building on their strengths and supporting them to come up with solutions with the help of their network.
- Holistic support is provided to families.
- Safeguarding is everyone's business. Everyone working with children, young people and their families understands they are responsible for keeping children safe and promoting the welfare of children.
- Everyone working with children, young people and their families uses the thresholds to provide the right help and support.
- Acknowledging that many situations need a multi-agency response, all agencies will work collaboratively to offer a coordinated response and avoid duplication.
- Everybody is confident with data protection principles and will proactively share information to help recognise, assess and act to provide a co-ordinated response to the needs of the child and family.

- Practitioners should not assume that someone else will pass on information that they think may be vital to keeping a child or young person safe.



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# Information Sharing:

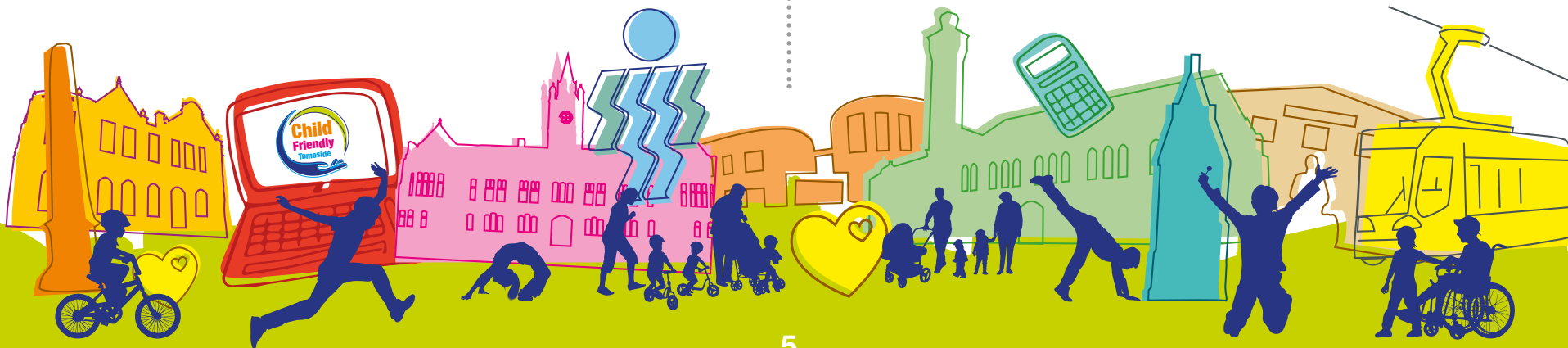
1. Remember that the General Data Protection Regulation (GDPR), Data Protection Act 2018 and Human Rights legislation are no barriers to justified information sharing, but provide a framework to ensure that personal information about living individuals is shared appropriately.
2. Be open and honest with the individual (and/or their family where appropriate) from the outset about why, what, how and with whom information will, or could be shared, and seek their agreement, unless it is unsafe or inappropriate to do so.
3. Seek advice from other practitioners, or your information governance lead, if you are in any doubt about sharing the information concerned, without disclosing the identity of the individual where possible.
4. Where possible, share information with consent, and where possible, respect the wishes of those who do not consent to having their information shared. Under the GDPR and Data Protection Act 2018 you may share information without consent if in your judgement, there is a lawful basis to do so, such as where safety may be at risk. You will need to base your judgement on the facts of the case. When you are sharing or requesting personal information from someone, be clear of the basis upon which you are doing so. Where you do not have consent, be mindful that an individual might not expect information to be shared.
5. Consider safety and well-being: base your information sharing decisions on considerations of the safety and well-being of the individual and others who may be affected by their actions.

6. Necessary, proportionate, relevant, adequate, accurate, timely and secure: ensure that the information you share is necessary for the purpose for which you are sharing it, is shared only with those individuals who need to have it, is accurate and up to date, is shared in a timely fashion, and is shared securely.
7. Keep a record of your decision and the reasons for it – whether it is to share information or not. If you decide to share, then record what you have shared, with whom and for what purpose.



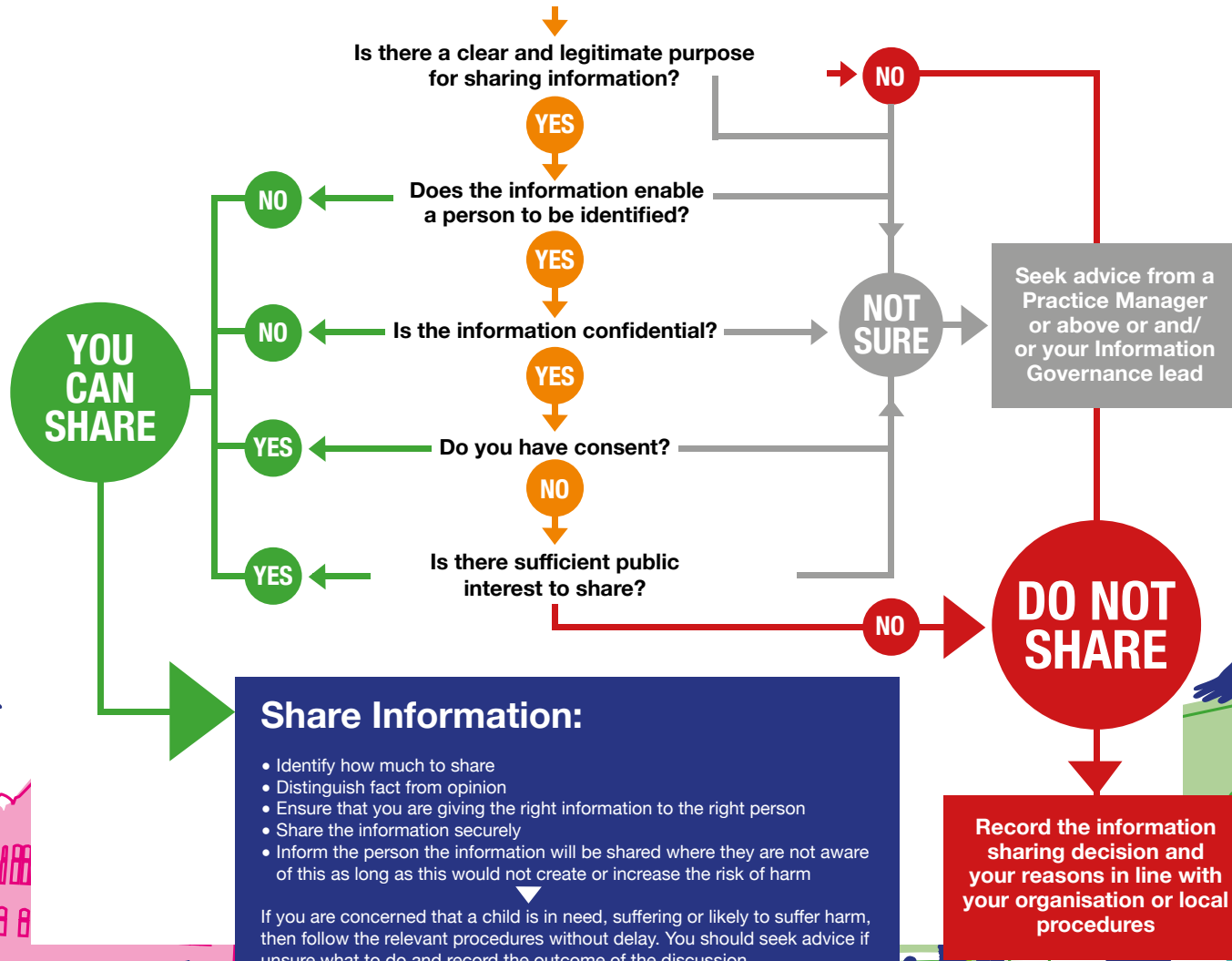
## Remember:

**Information can be shared legally without consent, if a practitioner is unable to, cannot be reasonably expected to gain consent from the individual, or if to gain consent could place a child at risk.**



# Information Sharing Flowchart

You are asked to share information or you want to share information



# Thresholds for support

## 1. Universal:

My needs are met and I am achieving my expected outcomes.

## 2. Early Help:

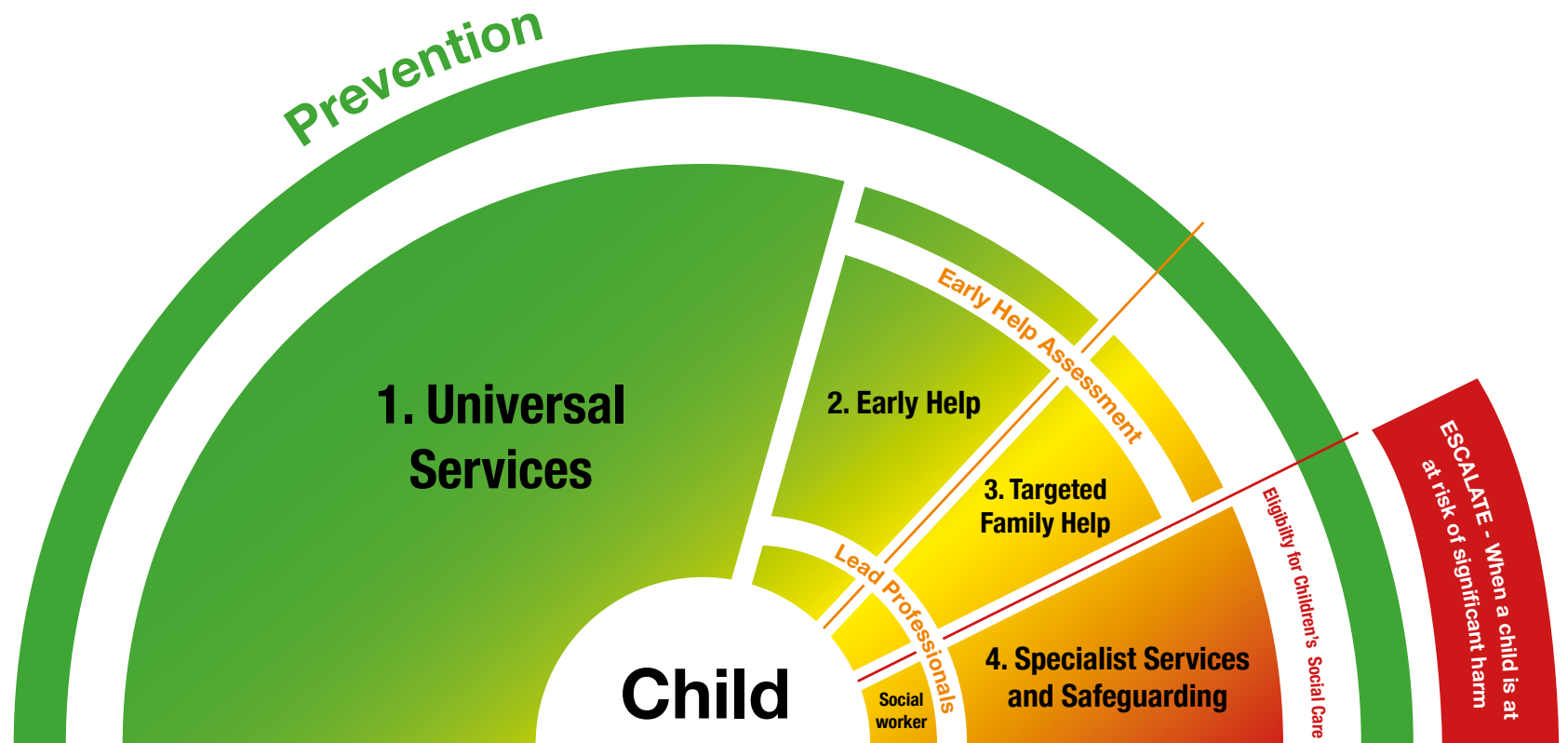
I may need some extra help alongside Universal Services to meet my needs.

## 3. Targeted Family Help:

There are complex needs. I need different services to work together to promote my welfare.

## 4. Specialist Services and Safeguarding:

I am a child in need or a child in need of protection. I am at risk of abuse, exploitation or neglect.



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# Applying the Thresholds:

## What does support look like?

Practitioners and individuals should be aware that gaining an understanding of what is happening to a potentially vulnerable child is critical, even if it is triggered by a single event in a child's life.

The approach to then safeguarding that child must involve all those who may be working with the child and/or their family as well as any other people who may be involved in that child's life. Alongside this, it is important to be aware and take account of any changes that may be happening in that child's life and this will require trust and effective communication.

Key to understanding a child and family's needs will always depend on evidence-based professional judgement which leads to ensuring the child and family get the right support at the right time.

In Tameside most children will have an Early Help Assessment, plan and review in place before serious or complex needs are identified. If this approach has not achieved a sustainable positive change for the family then it is appropriate to refer the family into Children's Social Care. Should this be the case the Early Help Assessment, plan and review documents will be considered when the Child & Family Assessment is being undertaken along with an analysis of the current family circumstances.





# Applying the Thresholds: Universal

## What do Universal Services Look Like in Tameside?

These are services that are accessible to all children and families in Tameside. They are there to ensure all children reach their full potential. In most cases children should be accessing a variety of these Universal Services to ensure they are healthy, can access good quality childcare and education and live in safe and loving environments.

Universal Services are usually those services that children and families access for longer periods of time and are designed to play a critical role in shaping children's futures at all stages of their development. Families know how to easily access these services and can ask for help and support from services such as GPs, Health Visitors and schools.

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|                    |                        |                        |  |
|--------------------|------------------------|------------------------|--|
| Children's Centres | Family Hubs            | Health visiting        | General Practice                                 |
| Nurseries          | Child-minders          | Schools                | Maternity Services                               |
| Housing            | The Voluntary Sector   | School Nurses          | Emergency Services e.g. Police and Fire Services |
| Hospitals          | Services for teenagers | Sexual Health Services | Pharmacies                                       |



# Threshold Matrix: Universal Services

## Description

My needs are met and I am achieving expected outcomes. The majority of Tameside Children will be considered as “universal”.

## Tools

Service Information Directory (SID)

[Welcome to SID, Tameside's Service Information Directory for children, young people and families.](#)

## Information Sharing

Explicit and informed consent required.

## Health

I am registered and visit GP/Dentist/Optician

I am meeting developmental milestones

I am appropriately cared for when ill

I am living in a clean and safe environment

## Emotional, Social and Behavioural

I have positive attachments

I have confidence in social settings

I can successfully deal with life changes & challenges

I have a good relationship with friends and adults



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# Threshold Matrix: Universal Services

## Family / Social relationship

My parents/carers provide me with emotional support and praise to achieve well

I have good relationships with my immediate and extended family

I have a large, supportive family and friends network

I feel safe and am not involved in any crime or anti-social behaviour

## Behavioural Developments

I am age appropriately developing

My contribution to society is positive and I understand the law and stick to it

## Identity

I feel positive about myself and where I belong

I have good personal hygiene

## Self-care and Independence

I have a good understanding for my age of how to meet my self-care needs

I stick to rules and boundaries

I ask for help when needed

I have a good understanding of risk and personal safety for my age

Page 2 of 9



# Threshold Matrix: Universal Services

## Education and Aspirations

I attend and enjoy school

I am on track to achieve educational milestones

I am a child with special educational needs (SEND) and I am reaching my full potential

I am supported by parent/carer to engage in further education, employment and training

I am electively home educated and my parents/carers meet the expected requirements and I am achieving

## Parenting

Page 300

I have positive role models in my life

My parent/carer promotes healthy & safe choices

My parent/carer prioritises my needs on a day to day basis

My parent/carer meets my physical, emotional and developmental needs

My parent/carer provides a safe and stable home. I have access to the required material goods

I have positive wellbeing and a stable, supportive family/support network

I have a stable home, which has all the things I need and I feel safe



# Applying the Thresholds: Early Help

## What does this look like in Tameside?

Most children and families thrive without the need for any intervention or support, but sometimes some children will need some extra help and support for a short period of time. In Tameside this support comes from practitioners, usually in nurseries, schools or health settings, and this support aims to prevent any needs escalating. Early Help Advisers from the Local Authority are there to help support practitioners to coordinate this help. This includes the earliest possible intervention for those children with special educational needs and/or disabilities.

The ethos of this early help is that it aims to support families to reach their own solutions to some of the challenges and problems they are facing as early as possible. This means that this early support and help prevents things getting worse for the family.

Practitioners can also use the Child Exploitation Pre-Screening Toolkit and the Neglect Action Plan Pre-Screening Tool at this threshold. These are used to identify risks to the child, decide upon actions to improve the situation and to identify appropriate support.

The Early Help Offer in Tameside offers the following:

Early Help  
Assessment, Plan &  
Review

A whole family  
approach to help and  
support

Helping and  
empowering families  
to come to their own  
solutions with a little  
extra help

Brokerage of services  
to support specific  
needs

Capacity building  
and extra support in  
schools and childcare  
settings

Supporting the Team  
Around the Setting  
Approach

Giving a helping hand  
to families to resolve  
any worries and to  
improve outcomes for  
children

Support by or from  
lead practitioner who  
is best suited to help  
and support that  
family

Support from  
community  
organisations and  
assets

The Early Help Advisers in Tameside will work alongside practitioners and families to ensure the most appropriate support is in place as soon as possible.

If you need any help or support in carrying out an Early Help Assessment please call 0161 342 4260 and ask to speak to your Early Help Adviser or email [ehadvisors@tameside.gov.uk](mailto:ehadvisors@tameside.gov.uk)



# Threshold Matrix: Early Help

## Description

I may need some extra help alongside universal services to meet my needs.

Early Help Coordinators are there to support practitioners to coordinate this help.

## Tools

Early Help Assessment, Team Around the Family, Team Around the Setting, Neglect Screening Tool and Tameside Neglect Action Plan (TNAP), Direct Work Tools to capture Voice of the Child, Referral for Statutory assessment of special educational need (EHCP)

## Information Sharing

Explicit and informed consent required.

Page 302  
Health

My parents are refusing and avoiding registration for me with GP/Dentist/Optician

I am not meeting my developmental milestones

I am persistently missing medical appointments

I have repeated infections and infestations i.e head lice

I am engaging in early/unsafe sexual activity or am pregnant at the age of 16 or under

I have an unhealthy diet and lifestyle. I am over or underweight



# Threshold Matrix: Early Help

## Emotional, Social and Behavioural

I have a lack of attachment and bonding with my parent/carers

I have difficulties in building or sustaining relationships with friends and adults

I have thoughts of self-harm

As an infant I display the following behaviours: head banging, I do not smile, I am overly friendly

## Family / Social relationship

I am suffering from a significant life event such as bereavement/loss

I do not get support from my parents/carers or family support network

I do not have any positive role models in my life

One of my parents is in prison

## Behavioural Developments

I am not always provided with routines, boundaries or stimulation and therefore my parents/carers may need support from the Parenting team

I sometimes engage in anti-social behaviour in the community

I have tried/experimented with drugs and alcohol

Professionals are worried that I am vulnerable to being groomed or exploited

I recently went missing from home

I am sometimes absent from education

I am persistently late to school



# Threshold Matrix: Early Help

## Identity

My emotional wellbeing is affected due to my identity and my parents/carers and I need support

People have noticed that my clothing is starting to smell and I look unkempt

## Self-care and Independence

I have a poor understanding of my self-care needs

I do not always follow guidance, boundaries or routines from my parent/carer and I lack stimulation

My parents are overprotective of me and this is having an impact on my social, emotional wellbeing/independence

Professionals need to consider if I need a TNAP

## Education and Aspirations

Education are worried I am not meeting my educational milestones

Education are worried that I do not have aspirations for the future

I am not supported or encouraged to access education, training and employment. I require an attendance plan with the right professionals to support me to access education i.e. Education Welfare Officer/School

I am electively home educated however my parents struggle to meet the expected requirements. I require support from the Education Welfare Service

I am a child with special educational needs and I am sometimes absent from school and my parent/carer are struggling to engage with school and or implement the recommended interventions and further support is required

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# Threshold Matrix: Early Help

## Parenting

My parent/carer are not always able to meet my needs due to their Mental Health needs i.e. I am sometimes late or absent from Education due to my parent/carers anxiety and they may need some help to prevent further worry e.g. CAMHS.

My parent/carer are using drugs and alcohol which is beginning to impact on me i.e. my parent/carer is drinking alcohol and not getting up to take me to school and Change Grow Live may be required to prevent further worry

My parents/carers are struggling due to ill health, physical disability and/or learning difficulties this is beginning to impact on me i.e I may be a young carer

My parent/carers lack of warmth and affection towards me are causing attachment issues and support may be needed to prevent further worry i.e Early Attachment Service

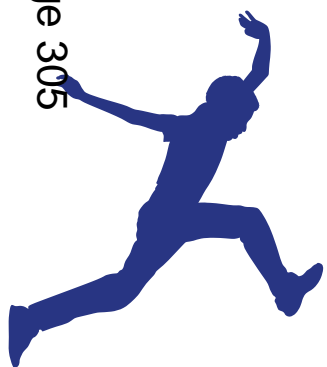
My parent/carers are separated and they argue about family time. My parent/carer may need some reducing parental conflict support

There have been occasions where Police have attended my family home due to domestic abuse incidents which are beginning to impact on my wellbeing i.e. I have been present when my parents have argued and this has made me sad and I may need further support to prevent further impact such as Bridges/CHIDVA

My parent/carers are struggling financially which means they may struggle to pay rent/bills without support

I do not have a stable home, I do not have all the things I need in my home, my home may be overcrowded or unsuitable

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# Applying the Thresholds: Targeted Family Help

## What does this look like in Tameside?

Targeted Family Help in Tameside will be provided by a combination of local authority teams and commissioned services and is there to support those families achieve outcomes when their needs are more complex and may require the support of a variety of agencies. However, families will be supported by a Lead Professional to provide that 'team around' approach.

The types of Targeted Family Help can include (but not limited to):

Early Help  
Assessment, Plan &  
review(s)

Whole family  
approach

Helping and  
empowering families  
to come to their own  
solutions with a little  
extra help

Bringing in services  
to support a specific  
need or needs

Team around the  
family setting  
approach will be  
undertaken

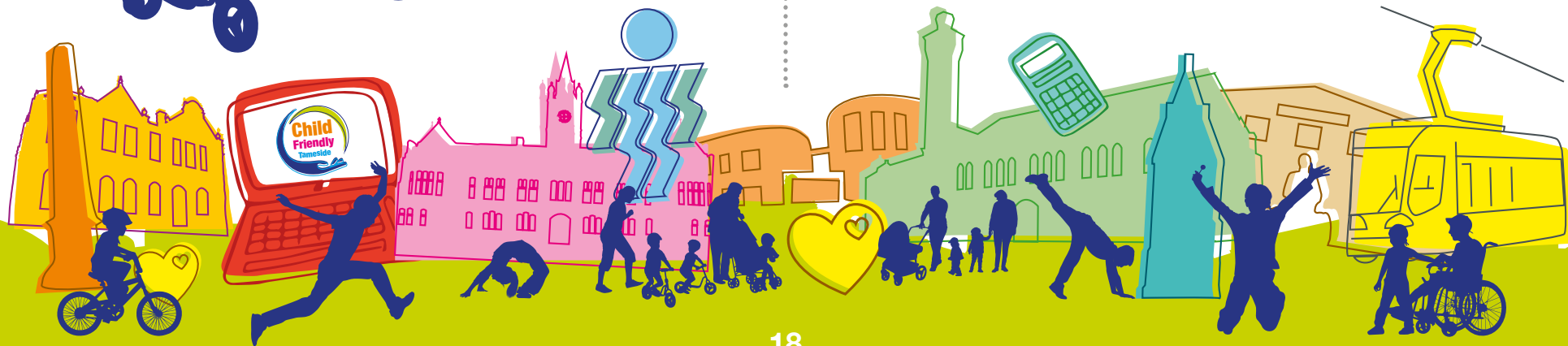
Lead Practitioner will  
be a Case Manager  
in the Family Help  
Service

Specialist support for  
teenagers

Team Around the  
Setting



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# Threshold Matrix: Targeted Family Help

## Description

I have complex needs. I need different services to work together to promote my welfare.

This will be delivered by a combination of Local Authority teams and commissioned services.

Lead professional will be a case manager in the Family Help Service.

## Tools

Early Help Assessment, Team Around the Family, Neglect Screening Tool and Tameside Neglect Action Plan (TNAP), Direct Work Tools to capture Voice of the Child, Parenting tools, Domestic Abuse tools, Trauma Intervention, Complex/Contextual safeguarding assessment tools, Reducing Risk, Step Up/Down

## Information Sharing

Explicit and informed consent required.

## Health

Despite Early Help Assessment and support from universal services over a period of time;

My parents have still not registered me with a GP/Dentist /Optician and this may impact on my health

I have not improved in meeting my developmental milestones

I continue to have infections and infestations

I am still engaging in early/unsafe sexual activity or am pregnant at the age of 16 or under

I continue to have an unhealthy diet and lifestyle which is beginning to impact my health

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# Threshold Matrix: Targeted Family Help

## Emotional, Social and Behavioural

Despite Early Help Assessment and support from Universal Services over a period of time;

I have no positive relationships with my family, friends and/or adults. I am socially isolated

Professionals are still worried about me self-harming, having suicidal thoughts and low mood

I still have a negative view of myself and my abilities which impact on my daily lived experience

## Family / Social relationship

Despite Early Help Assessment and support from universal services over a period of time;

I am suffering trauma due to a significant life event

## Behavioural Developments

Despite Early Help Assessment and support from universal services over a period of time;

I still have a lack of routines, boundaries and stimulation

I frequently engage in anti-social behaviour

I frequently experiment with drugs and alcohol

Professionals have evidence that I am vulnerable to being groomed and exploited

I am going missing from home more often

I am frequently absent from education

I have challenging behaviour that is impacting on my daily life and relationships

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# Threshold Matrix: Targeted Family Help

## Identity

Despite Early Help Assessment and support from universal services over a period of time;

I have a poor sense of belonging within my family which is affecting my emotional wellbeing and I am not supported by my family network

Professionals are worried I may be pulled towards negative influences in the community

## Self-care and Independence

Despite Early Help Assessment and support from universal services over a period of time;

My self-care skills for my age are still poor

I still do not follow guidance, boundaries or routines from my parent/carer and I continue to lack stimulation which is beginning to impact on my daily lived experience/family network i.e. risk of edge of care without support

Professionals have evidenced via TNAP/EHA I am wearing dirty clothes and I am unkempt. I also wear inappropriate clothing for the weather or setting.

## Education and Aspirations

Despite Early Help Assessment and support from universal services over a period of time;

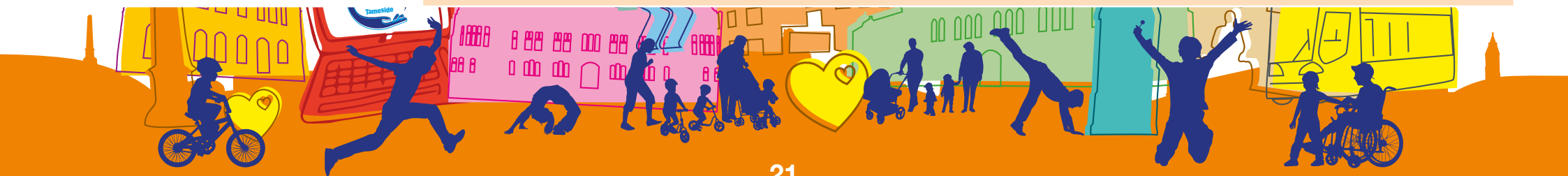
There are still worries I am not meeting my educational milestones which is impacting on my daily lived experience

I am still not accessing education, training and employment which is now impacting on my short and long term economic well being

My parents/carers are not supporting my aspirations and learning in order for me to achieve

I am refusing to access education, training or employment (post 16)

I am a child with special educational needs and I am often absent from school and my parent/carer are struggling to engage with school and or implement the recommended interventions which is impacting on my daily lived experience i.e. ISCAN support is needed



# Threshold Matrix: Targeted Family Help

## Parenting

Despite Early Help Assessment and support from universal services over a period of time; My parent/carer are still not able to meet my needs due to their Mental Health needs and this is having an increased impact on my daily lived experience and without support could result in harm

My parent/carer are increasingly using drugs and alcohol which is having an impact on my daily lived experience as I am witnessing this on a regular basis

My parents/carers are still struggling due to ill health, physical disability and/or learning difficulties this is impacting on me and more intensive support is required

My parent/carers are separated and they still argue about family time. This is having an impact on my relationships with parent/carers and further intensive support is required i.e due to negative birth messages

Police are more frequently attending my family home due to domestic abuse incidents which is impacting on my wellbeing and safety.

My parent/carers are not sticking to a budget plan or engaging in support therefore we do not always have food in the home and are at risk of eviction

Professionals have evidence of unknown male/partner within my family home

I am at risk of becoming homeless

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# Applying the Thresholds: Specialist & Safeguarding

## Front Door

The Integrated Front Door (or EHASH) is a series of agencies and services from across the council and wider partnership. It is the first point of contact for any new enquiries regarding children and families. It is set up to enable members of the public and professionals to raise concerns about a child at risk. This risk is raised to:

- Children's Social Care
- Tameside Family Help Services

There can be a number of reasons why referrals are made into the Front Door such as neglect, sexual abuse, domestic abuse, exploitation - sexual or criminal relating to children who are missing from home or care. The Front Door may also receive requests for information regarding those children who may be undergoing an Education, Health & Care Needs Assessment as well as enquiries relating to the placement of children who may be from other local authority areas.

Early information and advice should be gained through Early Help Advisers in the first instance where possible.

If you have concerns about a child who may be in immediate need of protection please contact the police on 999. You can also call Children's Services on Children's Services on 0161 342 4101, Out of Hours 0161 342 2222.



# Applying the Thresholds: Specialist & Safeguarding

**The Children Act (1989) Section 17**, states that a child shall be considered in need if:

- they are unlikely to achieve, maintain or have the opportunity of achieving or maintaining a reasonable standard of health or development without the provision of services by a local authority.
- Their health and development is likely to be significantly impaired, or further impaired without the provision of such services - or they are disabled.

**The Children Act (1989) Section 47**, states that where a local authority has reasonable cause to suspect that a child who lives or is found in their area is suffering or likely to suffer significant harm:

- The authority shall make, or cause to be made, such enquiries as they consider necessary to enable them to decide whether they should take any action to safeguard or promote the child's welfare.
- If you have identified a child at risk of immediate significant harm, ring Children's Services on 0161 342 4101, Out of Hours 0161 342 2222 or call 999. A referral can be made via the online form - Multi-Agency Request for Service Form ([tameside.gov.uk](http://tameside.gov.uk))

## S.31 Children Act 1989 - Care Orders

A care order is a court order which means the local authority shares parental responsibility for the child. This can be on an interim basis or longer term until a child reaches the age of 18. Care orders can only be granted where: The child is at risk or suffering significant harm, or is likely to suffer significant harm. The harm is as a result of the care being provided to the child by someone with parental responsibility; or The child is at risk of harm as those with parental responsibility are unable to control them.

In very exceptional circumstances children and young people may be subject to Police Powers of Protection (PPP), or an Emergency Protection Order (EPO), which are used in urgent situations where there are significant concerns the child is in immediate danger.

## S.20 Children Act 1989

Under section 20 of the Children Act 1989, a child or young person may be voluntarily accommodated by the local authority where a child has nowhere suitable to live and where those with parental responsibility agree to this.





# Applying the Thresholds: Specialist & Safeguarding

## Description

I am a child in need or a child in need (CIN) or a child in need of protection (CP), I am at risk of abuse or neglect.  
Professionals have concerns that my needs are not met with Targeted Family Help or I am at risk of significant harm.

## Tools

Child and Family Assessment, Child In Need Plan, Multi Agency Strategy Meeting/Section 47 enquiries, Child Protection Plan, Police Power of Protection, Private Fostering, Step Up/Down, CSE/CCE Vulnerability assessment (Complex Safeguarding) Complex/contextual safeguarding assessment, Neglect Action Plan, Greater Manchester Concealed Pregnancies Policy

## Information Sharing

Explicit and informed consent required. However, information can be shared without consent where in the practitioner's judgement, there is a lawful basis to do so, such as where safety may be at risk. A record of the decision made by the practitioner and the reasons for it must be kept. If a referral is to be made then unless informing the parents or carer of the referral will put the child at risk, the referrer should advise the parents or carers.

Page 313  
Health

CIN

Professionals are worried about my non-attendance at appointments having a significant impact on my health

I have very frequent significant illnesses and infections/minor health problems/injuries

My parents do not comply with treatment plans, medication and delays in seeking treatment

The diet I am provided with seriously impacts on my health, malnutrition and obesity

CP

My Mothers substance misuse places me as an unborn child at risk of significant harm



# Applying the Thresholds: Specialist & Safeguarding

## Health

Professionals have evidence that I am persistently and chronically neglected

I have an unexplained /suspicious injury or an inconsistent explanation of the injury

I am a non-mobile baby and I have a bruise, mark or injury

There is evidence I have a life threatening and severe health condition where treatment is not provided or sought by my parents/carers

Health have evidenced that I am suffering harm as a result of fabricated induced illness (FI)

Professionals have evidence that I am not meeting my developmental milestones and this is having a significant impact

Despite support, I do not undertake any physical activity and have a diet which is adversely affecting my health and causing me significant harm

Professionals may have evidence to suspect or confirm that I am at risk of Female Genital Mutilation or breast ironing

My mother has missed important pregnancy appointments or has concealed or denied her pregnancy

## CIN

History suggests alongside current worries that I am unable to meet my developmental milestones due to the inability of my parent/carer

## CP

My challenging behaviour is resulting in significant risk to me and others.

I have severe depression and I am significantly self-harming, I have attempted suicide and/or taken an overdose. My parents/carers are unable to keep me safe even with safety plans in place. I am aware of my surroundings but am unable to express my feelings as I do not trust my carers.

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## Emotional, Social and Behavioural





# Applying the Thresholds: Specialist & Safeguarding

## Family / Social relationship

### CIN

My family history suggests, alongside current worries, I have a high level of instability due to chaotic and inconsistent family support networks

Me, my family and family network are experiencing a crisis likely to result in the breakdown of relationships and the care provided to me i.e. Edge of Care

I am living with an unrelated person and professionals would say I am privately fostered

Professionals may have evidence to suspect that I am vulnerable or at risk of Trafficking/Modern Slavery

I am completely isolated and I don't want to engage in support/activities

### CP

My home environment places me in danger

My parents/carers have abandoned me or died which means I have nobody to care or make safe decisions for me

Professionals have evidence or suspect that I am vulnerable or at risk of Honour Based Violence or Forced Marriage

My parent's other children have been removed before



# Applying the Thresholds: Specialist & Safeguarding

## Behavioural Developments

### CIN

I am significantly absent from education which is unauthorised including fixed term exclusions

People are worried that I am getting involved in fights and I am finding myself in dangerous situations

Professionals are concerned that I am increasingly missing from home and I could be at risk of harm/exploitation

Professionals are concerned I am at risk/vulnerable to exploitation and radicalisation

I am regularly using drugs and alcohol

### CP

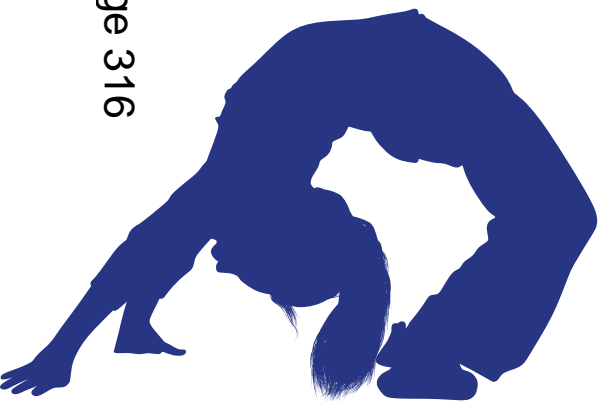
People are worried that I am frequently getting involved with fights or I am finding myself in dangerous situations, I am at risk of significant harm

I am at significant risk and professionals have evidence that I am being exploited and or radicalised

Professionals have evidence that my extreme behaviour is placing me at risk of removal from parents/carers/family network e.g. persistent and high risk substance misuse, involvement in extremist activity, sexually exploited/exhibiting sexually harmful behaviour.

Professionals are worried that my missing from home episodes continue to increase even after intervention and direct work where there are significant safeguarding concerns outside of the family home

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# Applying the Thresholds: Specialist & Safeguarding

## Identity

### CIN

Professionals are worried that my parent/carer are not willing to accept my identity and this impacting on my emotional wellbeing i.e. actual self-harm/attempted overdose

I am subjected to discrimination due to my race, religion, age, gender, sexuality, disability and identity. This is having an impact on my daily lived experience.

It is suspected that I am working for adult criminals/ drug-dealers and professionals are concerned that I am being criminally exploited.

I have been found in various locations with older adults and professionals are worried I am being exploited.

### CP

There is evidence I am being emotionally abused.

I have been involved in more than one incident in the community of serious violence involving weapons. Professionals are worried I may come to serious harm or I may harm someone else.

Despite working with professionals to keep me safe, I continue to be exploited by adults.



# Applying the Thresholds: Specialist & Safeguarding

## Self-care and Independence

### CIN

History and current concerns would suggest I am suffering from neglect and with previous support no positive outcomes have been achieved for me

Despite TNAP/EHA/Intervention I am still in dirty/unkept clothing which is often inappropriate for the weather or setting

### CP

Professionals have evidence that I have a severe lack of age appropriate behaviour and independent living skills likely to result in significant harm

Professionals have evidence that I am inappropriately left to care for self or siblings to a level that places me at risk of significant harm

### CIN

I am consistently not attending education and my parents and carers are not fully engaging which means I am not visible to professionals and risks have been identified which are likely to cause me harm

### CP

Professionals are worried about my inability to understand, organise information, and solve problems which is adversely impacting on all areas of my development creating risk of significant harm

## Education and Aspirations



# Applying the Thresholds: Specialist & Safeguarding

## Parenting

### CIN

Professionals have evidence of impact that Parental factors such as mental health, domestic abuse, substance use is having a direct impact on my health and wellbeing

Professionals have evidence that due to serious debt and poverty my parents/carers are unable to meet my basic needs

Professionals have evidence that despite support my parent/carer is unable to safely and consistently parent me which is impacting on my health, wellbeing and safety

Professionals have concerns that there are risky unknown adults in my home and my parent/carer does not see the risks to me

My parents are worried because my behavior has changed and I am returning home with gifts, money, phones and I cannot explain where they came from. My parents have tried everything they can to keep me safe.

### CP

Professionals have evidenced and share concerns that a person who poses a risk to children is living in my home and my parent/carer is refusing to adhere to safety plans.

My parents and support network are unable to keep me safe and I have been missing for a significant period of time. I have returned home in a disheveled state with unexplained injuries and professionals suspect that I may have been sexually exploited.



# Applying the Thresholds: Specialist & Safeguarding

## Parenting

Professionals have evidence that my parent/carers mental health, alcohol and/or substance misuse is significantly impacting on my health, wellbeing and safety

Police and Professionals have evidence of domestic abuse incidents that I continue to witness and this places me at risk of significant physical and emotional harm

I am homeless

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# Potential Outcomes for Each Referral

If a referral has been made into The Front Door there are a number of things that can happen some of which are highlighted below although is not an exhaustive list:

- A strategy meeting will be convened in the Front Door – this is a multiagency safeguarding meeting that happens when concerns have been raised about the safety and well-being of a child or children. Families will be told about this meeting unless to do so would place the child at risk of significant harm, impede a police investigation, or would place another person at risk. The primary purpose of the meeting is to determine the child's welfare and plan rapid action if there is reasonable cause to suspect the child is suffering or is likely to suffer significant harm. A Children's Social Care social worker and their manager, health practitioners and a police representative should, as a minimum, be involved in the meeting.
- Child & Family Assessment is undertaken by a Social Worker.

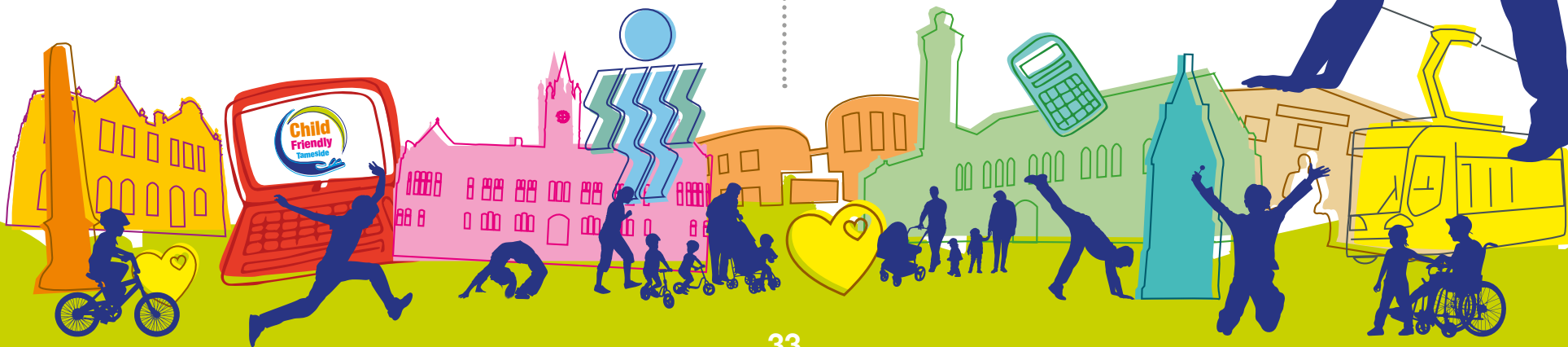
If a referral into the Front Door results in the need for a Child & Family Assessment, this will be carried out within 45 days of the referral being received and the assessment must contain the voice of the child. The purpose of the assessment is to work with the family to gather as much information as possible to find out about what daily life is like for the child and to analyse this information to determine the needs of the child or children and/or their family and the nature of the level of any risk of harm to the child or children. The assessment will determine whether the child is a Child in Need (Section 17) or is suffering/likely to suffer significant harm (Section 47).

- The case may be allocated to the Complex Safeguarding Team if there are concerns that a child or children are either being criminally or sexually exploited.

Again, an assessment will take place and information analysed to determine the level of support that is required for the children and their family.

- Sometimes, after the referral has been considered it may be appropriate that advice and information is provided to the referrer to help support the family or to gather further information.
- The case may be allocated to the Family Help Team or back to another agency with in the Early Help offer to undertake an Early Help Assessment / Team Around the Setting.

In addition to this, sometimes notifications or requests for information are dealt with in the Front Door, from such as another local authority, or an agency such as Cafcass, Probation or Police.





# Assessment Principles:

During any assessment, the needs of children and families should be completed with the family and be holistic in nature so that an evidenced-based view of the child and family is gathered. This will provide a true and clear picture of the day to day lives of the families that are being assessed.

Tameside's approach to assessment is undertaken in line with the Signs of Safety practice model. This model allows for practitioners working across the continuum to make informed decisions and judgements on safety and strengths, harm and impact to a child, meaning next steps can be proportionately arrived at. Using this model of practice also allows practitioners to determine the risks posed and any other needs that family may need to be supported to move forwards.

Below are some of the key principles involved in completing good quality, child-centred assessments:

- Assessment clearly identifies strengths and areas of concern, provides a detailed analysis and includes all members of the household. This may also include contextual risks in the community that are outside of the family home and/or network.
- Assessment is of a good quality and identifies a clear plan with relevant analysis of strengths, needs and risk.
- Assessments are written in plain, jargon free language that is understandable to parents/carers with explicit explanations of worries/danger, strengths and safety. Identifies whether appropriate to work as

Child in Need, Child Protection or No Further Action. Full and or advice or information about other services available to support the child and/or their family.

- Assessment includes some analysis regarding multi-agency context and this information is used to inform decision making.
- Child seen alone (where appropriate), spoken to and their views recorded and reflected in assessment.
- Assessment demonstrates a sense of the child. There is evidence of direct work undertaken with the child to ascertain what life is like for them.
- Diversity and disability issues addressed and support to address any challenges arising out of diversity and disability.
- Assessments reviewed and signed by manager within timescales. Evidence of some quality assurance by manager.
- Assessment shared with parents/carers promptly and feedback sought.
- Outcome of the assessment is shared with parents/carers and child/young person (appropriate to age and understanding). Feedback is sought.





# What is an Early Help Assessment & Social Care Assessment

'Preventative services will do more to reduce abuse and neglect than reactive services, and the co-ordination of services is important to maximise efficiency' Eileen Munro, 2011

The Tameside Early Help Assessment is in line with the Signs of Safety Practice Model meaning it takes an evidence-based approach to safeguarding children. It aims to make a meaningful assessment of the needs of the family that clearly shows that children and family have been involved in the assessment process. It requires practitioners to develop trusting and honest relationships and allows for transparency that enables the family and the practitioner to focus on the key issues so that plans can be made to improve on those issues.

This approach to assessment allows for a family plan to be developed with the family that seeks to address all of the current and emerging worries and build on the strengths of the family.

As with all assessments, an Early Help Assessment requires families and practitioners to work together using good communication as well as offering appropriate challenge where appropriate, coupled with strong evaluation.

## What is a Social Care Assessment?

Unlike Early Help Assessments, these are undertaken under a statutory framework, and whilst it covers much the same as an Early Help Assessment, it is undertaken by a qualified social worker. The main focus of the assessment is to determine whether the child and their family are held as 'Child in Need' or they need to be escalated to 'Child Protection' or in some cases, the family may remain with another Lead Practitioner in the Early Help offer by the Tameside Family Help Team.



# Support of the Family, Friends & Community Network

Here in Tameside we believe many of the families we work with have the solutions to their own challenges and we recognise that families find the people around them are important to help support them. This kind of support captured as part of the assessment and in the Family Plan is often what makes them achievable.

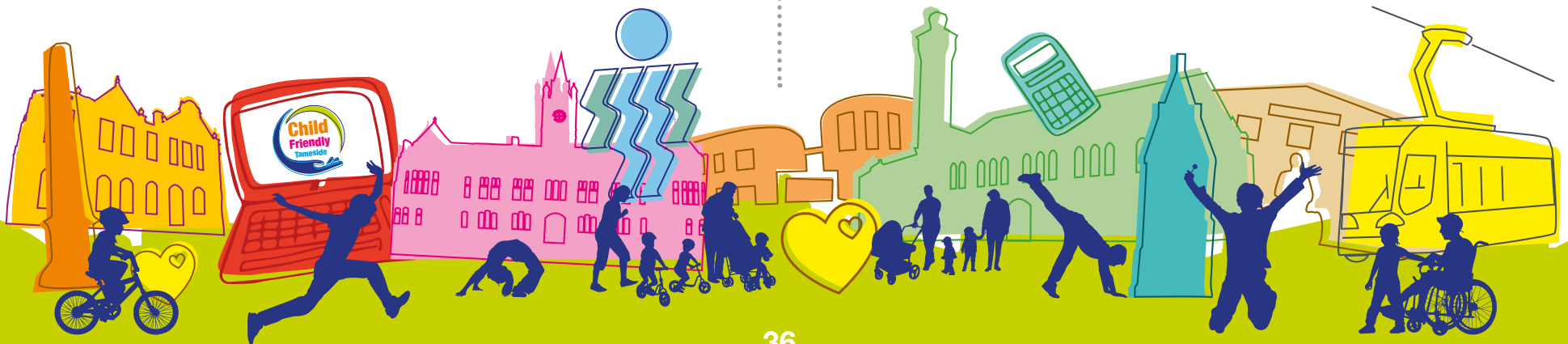
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Most importantly this leads to the family and children being safe, happy and well.

When considering these family and friends network that we know are so important to families you may want to ask some questions to help identify those networks, such as:

- Are there any other people that you think are important and who are offering you support at the moment?
- Am I able to talk to some of these people to help with assessment and planning?
- Have you ever spoken to anyone else (not always a professional) about your problems before, and was it helpful? Maybe they can help again!
- Is there anyone who sometimes helps you to look after the children – not necessarily formal childcare?
- If you weren't well for any reason, who would you go to for help with the children?
- Is there anyone who you do talk some of your worries through with?
- Are there any people in your network that the children particularly like?

There are lots of ways you can gather this information and the Signs of Safety practice model provides a number of tools that may be helpful in doing this especially when gaining the child's voice when assessing and planning. Tools like 3 houses, wizard, fairy and words and pictures are excellent ways to support practitioners.



# Signs of Safety

Signs of Safety is a strength based model which assesses risks and identifies solutions, in collaboration with the family .

It asks the following simple questions when working with a family:

## 1. What's working well?

We think about existing strengths and existing safety

## 2. What are we worried about?

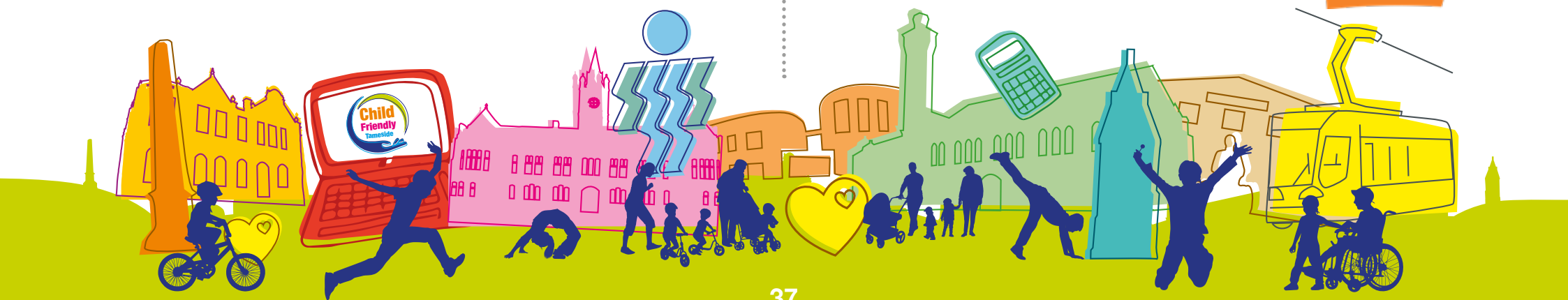
We talk about past harm, dangers and complicating factors

## 3. What needs to happen?

We think about safety goals, next steps and everyone's goal

## 4. How worried are we on a scale of 0-10?

We then explore what the family, children's services and partner agencies can do to support the family to keep the child safe and happy. The next stage is to work with the wider family network to pull together a plan – this is called 'the safety plan'.



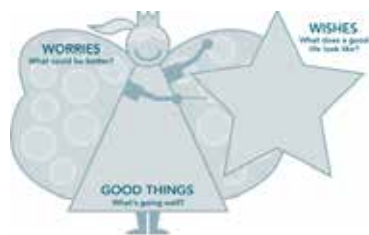
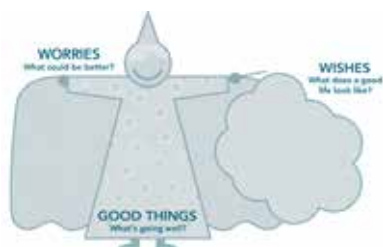
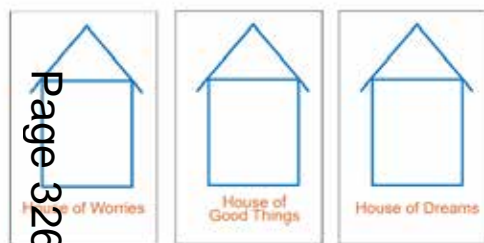
# Signs of Safety

## Child Participation and Signs of Safety:

The Signs of Safety model also has a variety of tools to gain the child's perspective as well as explain things to them.

This can be used to inform assessment and planning.

The tools include the three houses, wizard/ fairy, safety house and words and pictures diagram.



## Scaling Questions:

- Scaling questions help us to assess the effects of a situation on a child or young person.
- The scale runs from 0-10 with 10 being the best case scenario and 0 indicating the worst case scenario.
- Scaling questions help us to understand each person's views.
- Answers to scaling questions can help us to track progress or concerns and gain further information from everyone involved.
- The next part is considering what you would need to see to increase the scale by one point.
- If new worries are identified through the safety scale process, you will need to consider amending the danger statement and safety goal to reflect this.



# Children in Specific Circumstances

## Disabled Children:

Some disabled children may be more vulnerable to abuse and/or exploitation. This can happen for a number of reasons:

- Have less contact with other people outside of the family network
- May receive personal intimate care and these children are sometimes unable to set the boundaries in the same way as other children
- May not have full physical or mental capacity therefore making it difficult to identify and then resist abuse
- Be even more vulnerable to forms of bullying and harassment than their peers

Children and young people with disabilities are safeguarded in the same way as other children. However, practitioners need to be aware of these additional vulnerabilities and will need to adapt how they work with them and respond to any concerns around safeguarding.

## Complex Safeguarding

**When we talk about complex safeguarding we are referring to those children who are vulnerable to criminal and sexual exploitation.**

Child sexual exploitation is a form of child sexual abuse. It occurs where an individual or group takes advantage of an imbalance of power to coerce, manipulate or deceive a child or young person under the age of 18 into sexual activity (a) in exchange for something the victim needs or wants, and/or (b) for the financial advantage or increased status of the perpetrator or facilitator. The victim may have been sexually exploited even if the sexual activity appears consensual. Child sexual exploitation does not always involve physical contact; it can also occur through the use of technology and social media.

Child criminal exploitation is common in county lines and occurs where an individual or group takes advantage of an imbalance of power to coerce, control, manipulate or deceive a child or young person under the age of 18. The victim may have been criminally exploited even if the activity appears consensual. Child criminal exploitation does not always involve physical contact; it can also occur through the use of technology and social media. Criminal exploitation of children is broader than just county lines, and includes for instance children forced to work on cannabis farms or to commit theft.



# Children in Specific Circumstances

County lines is a term used to describe gangs and organised criminal networks involved in exporting illegal drugs into one or more importing areas within the UK, using dedicated mobile phone lines or other forms of “deal line”. They are likely to exploit children and vulnerable adults to move and store the drugs and money and they will often use coercion, intimidation, violence (including sexual violence) and weapons.

County lines activity and the associated violence, drug dealing and exploitation has a devastating impact on young people, vulnerable adults and local communities.

## Children in the Secure Estate:

Children and young people enter the youth secure estate either because they have been remanded by the court awaiting trial/sentence or because they have been sentenced to custody. Any child who is remanded into custody will become cared for by the local authority and as such will have access to all of the services and support that this entails. At the end of the remand period an assessment must take place to determine the level of support required to meet their changing needs. Resettlement planning for children within the youth secure estate, starts from the point that they enter the system and needs to include all relevant agencies throughout the process. All work with children in the youth justice system will adopt a Child First, Offender Second approach.





# How to make a Referral

## Targeted Family Help

Before referring to Tameside Family Help, partner agencies should have held a Team Around the Setting (TAS) and initiated an Early Help Assessment. Without this we are unable to fully understand the needs of the child and the family. It will also assist in understanding the best services and support that family need in a supportive way with the family engaged.

If the TAS process has determined that the needs of the child and family are becoming increasingly complex, but the child is not at significant risk of harm, partners can invite an Early Help Adviser to the TAS meeting to discuss whether the case should be stepped up or whether other additional support may help the family.

## Specialist Safeguarding Services

To make a referral you must complete a Multi Agency request for Service (MARS).

Unless informing parents and carers of a referral being made would put the child at risk, then the referrer should advise parents and carers. As much relevant and accurate information about the child and/or family should be included in the referral.

Once this is received the Front Door will gather as much information from as many partners as possible about the child to assist in making the right decision as to what happens next for that child and their family.

If you have concerns about a child who may be in immediate need of protection please contact please contact the Early Help and Safeguarding Hub (EHASH) on:

Monday to Wednesday: 8.30am - 5pm

Thurs: 8.30am - 4.30pm

Fri: 8.30am - 4pm

### Telephone Contact Number

**0161 342 4101**

Monday to Friday outside of normal hours weekends and public holidays

### Emergency Duty Team Number

**0161 342 2222**

This must be followed up with a Multi-Agency Request for Service (MARS) within 48 hours.

If you think a child/young person is in significant and imminent harm, requiring an immediate response please call **999**.



# How to make a Referral

## Still Worried?

**What can I do if I am still worried and I don't think the right decision has been made?**

In a few cases sometimes practitioners have differences of opinions and different judgements on what should happen next occur. This could be because of differing views on need, not always understanding roles and responsibilities and the need for action and communication. It is absolutely right that there should be constructive challenge amongst colleagues within agencies and between agencies. However, if a member of staff from any agency is concerned that worries or agreed actions regarding a child are not being addressed or acted upon in a timely manner, it is expected that the TSCP Practitioner Resolution and Escalation [Policy](#) should be used to reach a satisfactory outcome that is in the best interests of the child.

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# Recording /Decision Making

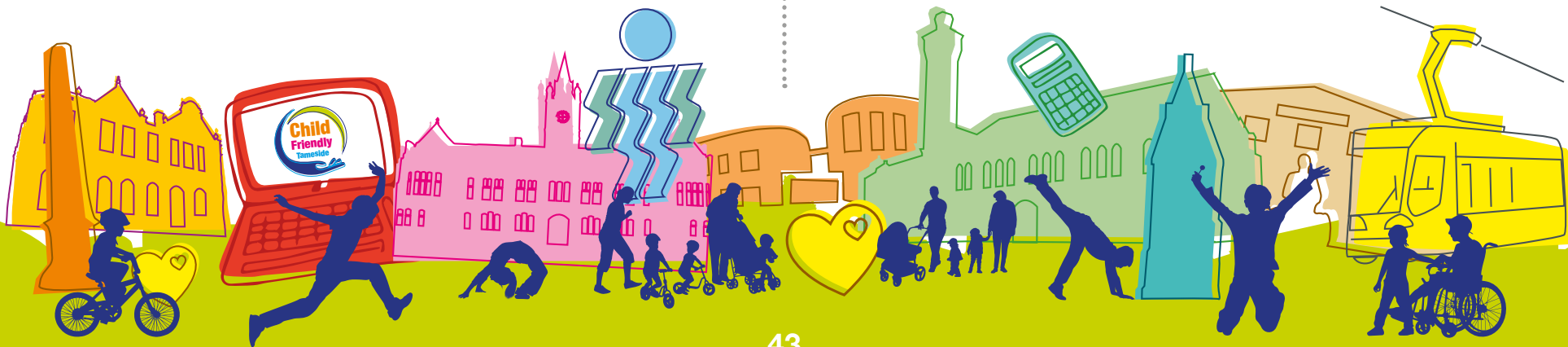
It is critical that any involvement with children and families should be recorded appropriately, accurately and in line with individual agency procedures. This recording should include any conversations that took place in relation to the child and family, when it took place, what was discussed, what was agreed and why.

## Recording needs to be:

- Clear
- Concise
- Timely
- Distinguish fact from opinion
- Respectful
- Able to evidence the rationale behind any conclusions drawn or decisions

The important thing to note is as these are the child's records and they may wish to see them one day, so make sure they are understandable to everyone and that the child's voice is captured in the recording.

The use of the Signs of Safety practice model is a great tool to support recording and making decisions, which are evidence based and focused on specific observable behaviours rather than judgement or interpretations. Signs of Safety can be used for all areas of need, including universal. All meetings within Children's Services in Tameside follow a Signs of Safety methodology.



# Glossary

**GDPR** – General Data Protection Regulations

**EHA** – Early Help Assessment

**SID** – Service Information Directory

**SEND** – Special Educational Needs

**TNAP** – Tameside Neglect Action Plan

**EHCP** – Education, Health and Care Plan

**CAMHS** – Children and Adolescent Mental Health Service

**CHIDVA** – Children's' Independent Domestic Violence Advocate

**PPP** – Police Powers of Protection

**EPO** – Emergency Protection Order

**ISCAN** – Integrated Services for Children with Additional Needs

**EHASH** – Early Help and Safeguarding Hub

**CSE** – Child Sexual Exploitation

**CCE** – Child Criminal Exploitation

**CRE** – Child at Risk of Exploitation

**CP** – Child Protection

**CIN** – Child in Need

**FII** – Fabricated Induced Illness

**TAS** – Team around the Setting

**MARS** – Multi Agency Request for Service

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