



## **Blandford Extra Care Scheme**

1-40 Trailway Court

Park Road

BLANDFORD

DT11 7FR

## **JOINT NOMINATION AGREEMENT**

Between

NORTH DORSET DISTRICT COUNCIL

DORSET COUNTY COUNCIL

SYNERGY HOUSING GROUP

**The purpose of this document is to set out the process and priorities for assessment of applicants for extra care housing in Blandford Extra Care Scheme.**

## **1 Introduction**

- 1.1 Dorset County Council (DCC), North Dorset District Council (NDDC) and Synergy Housing Group (SHG) (the Partners) have formed a partnership to develop an extra care scheme in Park Road Blandford. The Partners have also agreed the nomination and assessment process to achieve and maintain a community of people who need housing with care and to ensure that the extra care housing scheme apartments are let to those who are most likely to gain benefit from the scheme.
- 1.2 The Partners have agreed that tenancies will be offered on the basis of an applicant's needs as established through an assessment of housing, care and support needs.
- 1.3 Applicants should have housing and care or support needs. Applicants should possess a realistic potential to retain their independence within the community with the care and support available, but also need the security and peace of mind offered by the scheme.
- 1.4 The intention is that the scheme will be sustainable through a mix of tenants who have different levels of care and support needs. Assessment of applications will take account of the sustainability of the scheme. This Agreement sets out how allocations are to be made to the scheme and monitored.
- 1.5 This agreement will begin on 1 June 2010 and continue for the lifetime of the building. The operation of the Agreement will be reviewed 5 yearly by the Scheme Liaison Group (as described in Section 9). Any Partner may withdraw from the agreement by giving 12 months notice in writing. Partners may propose changes to the Agreement by giving reasonable opportunity for consideration and approval. The Agreement will remain in place while there are two or more Partners to it.

## **2 Lettings Panel**

- 2.1 The Scheme will have its own Lettings Panel which will decide the eligibility of the applicants. This will be chaired by the District Council and will include:
  - Representative from the District Council (e.g. the Housing Services Manager or their nominee)
  - Representatives from the County Council (e.g. Team Manager from Adult and Community Services)
  - Representative from SHG.

As and when required the following:

- A representative from the Care and Support Provider (Non Voting)
- A representative of the NHS (Non voting)
- Any other people will be invited on an as needed basis (Non voting)

Note: The Care and Support Provider will be a member of the panel to contribute to and support decision making but will not have a vote and is not party to this agreement.

2.2 The Terms of Reference for the Lettings Panel are attached in Appendix 1.

2.3 Panel meetings will be convened monthly as necessary but more frequently if required, for example leading up to the opening of the scheme.

2.4 The Partners will in accordance with this policy, select suitable nominations for vacancies

2.5 SHG maintains the right to refuse any nomination on reasonable and evidenced grounds. Such grounds may include evidence which suggests that the individual would present a risk to other tenants within the accommodation. If SHG refuses a nomination they are required to write to the applicant, DCC and NDDC giving their reasons for this decision. Any refusal of nomination will be reviewed and discussed by panel members ensuring that all possible options of support which would enable the nomination to go ahead have been explored.

2.6 Offers of accommodation to tenants will be made by SHG (or its successor housing provider) who will be responsible for ensuring that the terms of the tenancy are understood.

### **3 Applications**

3.1 Applications facilitated by Partner organisations or direct by individuals, must be made in the first instance to the housing team North Dorset District Council who will hold a central register of applications. (Housing Advice and Allocations at North Dorset District Council on (01258) 454111 or e-mail [housingcs@north-dorset.gov.uk](mailto:housingcs@north-dorset.gov.uk) ).

3.2 Arrangements for gathering assessment information will be agreed between NDDC and DCC and subsequently eligible applications will be considered by the lettings panel.

## 4 Eligibility

4.1 To be eligible for consideration for the Scheme an Applicant must meet the following conditions:

<b>Eligibility Conditions (all must be met)</b>	
Housing	Eligible for inclusion on the District Council housing register
Age	Be over the age of 60 or aged over 55 with a disability
Needs - General	Needs that can be effectively and appropriately met within the Scheme
Benefits	Be likely to derive benefits to their health and well being from living in this setting in preference to a more specialist setting, for example residential care
Independence	Able to cope with the independent living aspects of the scheme.
Behaviour	Is not likely to cause significant disruption / risks to self or others

<b>Care and Support Conditions (ONE or more must be met)</b>
Be frail or permanently disabled
Exhibit some cognitive dysfunction, possibly with short term memory loss and some disorientation
Experience depression or other mental illness, which is effectively managed through appropriate treatment and support
Have a degree of learning disability.

## 5 Priorities

5.1 In making an allocation to the scheme the following factors are considered:

<b>In relation to care and support (ONE or more must be met)</b>
Already receiving care
Have identified unmet care needs
Have a health or housing need but are currently independent as a result of the provision of care and support.
Would benefit from living in a supported environment

<b>In relation to housing situation</b>
have a local connection with Blandford or the North Dorset area
are in private rented accommodation
are occupying social housing
are under occupying social housing
are homeless
length of time on housing register

To facilitate the aims and objectives of the scheme, it is important to

maintain a balance of needs. This means having a tenant group with different levels of need. In considering which Applicants to offer a vacancy to, the Lettings Panel will take into account the balance of the needs of the existing tenants in making a recommendation.

- 5.2 Where an Applicant intends to share the occupancy/tenancy of an apartment, the Lettings Panel must consider the suitability of the Scheme to meet the needs of both the Applicant and the person with whom they are to share occupation.
- 5.3 The Lettings Panel will endeavour to ensure that in making offers of tenancy it targets people:
- (i) with degenerative conditions where a move to the Scheme could prolong independent living.
  - (ii) who are vulnerable and at risk making access to support and care invaluable, although their actual care package may not be large, including those:
    - with moderate levels of anxiety
    - who neglect themselves
    - who are socially isolated
  - (iii) who may be in accommodation, which is no longer suitable, or require re-housing on medical grounds, or have a carer who would derive relief and support from their move into the Scheme.
  - (iv) in residential care who have potential for greater independence and would benefit from more independent living.
- 5.4 Conditional offers. It is envisaged that the Lettings Panel may make an offer for tenancy based upon a condition or set of conditions, for example that the offer is subject to the agreement from the landlord regarding the inclusion of pets in the scheme.

## **6 Changes in Circumstances**

- 6.1 If there are any changes in circumstances after registration of an application, regardless of how minor they may be, it is essential for the applicant to inform the Housing Team at NDDC as soon as possible so that the application may be reassessed.

## **7 Review of Decisions**

- 7.1 Applicants are entitled to request a review led by NDDC of a decision of the joint lettings panel – refer to the Council's current Housing Register and Allocations Policy available at [www.north-dorset.gov.uk/index/living/housing/housing\\_register.htm](http://www.north-dorset.gov.uk/index/living/housing/housing_register.htm)

## **8 Moving On**

- 8.1 Every effort will be made to enable tenants to live in their apartments for life. Tenants with a deteriorating physical or mental frailty will be able to maintain tenancy as long as care provision can be increased in line with their needs and/or additional community services can be made available.
- 8.2 If a tenant's needs change to the point that they can no longer be met by a combination of the services provided at the Scheme, and those available from outside, relevant staff will discuss the situation with the tenant and or a person having legal authority to act on their behalf and work towards a mutually acceptable solution. During this review period whatever is possible will be done to continue to support the situation. Move on accommodation will only be approved with the agreement of the tenant (providing they have the capacity to make an informed decision) or a person having legal authority to act on their behalf and others involved in the care and support of the individual. SHG, the County Council, the District Council and the tenant's Care Provider will work closely together to facilitate these processes.

## **9 Scheme Liaison Group**

- 9.1 A Liaison Group will meet quarterly in the first year and thereafter twice a year and will be chaired by SHG. The Liaison Group will consist of:
- A representative from SHG (who may be the Scheme Manager)
  - A representative from the District Council
  - A representative from the County Council
  - A representative from the Care Provider (Non voting)
  - A representative of the NHS (Non voting)
  - Any other people will be invited on an as needed basis (Non voting)
- 9.2 The Liaison Group will:
- Monitor and review the operation of this agreement and the activity of the Lettings Panel.
  - Monitor the quality of the service (it is expected that tenant liaison meetings will take place on a regular basis, and feedback from these meetings will be considered by this group).
  - Address any issues that have come to light, which require joint decisions
  - Consider development issues related to the Scheme.
- 9.3 Extraordinary meetings of the Liaison Group may be called at the request of any two organisational members of the Liaison Group listed above.

## **10 Equal Opportunities**

10.1 The parties to this Agreement are committed to equal opportunities as detailed in each organisation's policy. The application process will include collection and review of monitoring information.

## **11 Information and Data**

11.1 The parties to this Agreement agree that in relation to the processing of personal data for the purposes of performing this Agreement they will at all times comply with their statutory responsibilities under the Data Protection Act 1998.

11.2 The parties to this Agreement agree that in relation to using information they gather as part of the nomination and assessment process will at all times comply with their own organisation code of conduct in relation to confidentiality of information.

## **14 Contracts (Right of Third Parties) Act 1999**

14.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this Agreement, the clauses contained in this Agreement are not intended to, and does not give any person who is not a party to it any right to enforce any of its provisions.

14.2 Without prejudice to the generality of clause 12.1 above, any right that a person other than a party to this Agreement may have to enforce the provisions of this Agreement that may have been created by implications may be rescinded or varied by the parties to this Agreement without the consent of any such third party.

## **12 Dispute Resolutions**

12.1 All disputes or differences between any of the Partners concerning this agreement will in the first instance be referred to the Partners lead manger for example DCC Service Manager. Matters not resolved at this level will be referred to Lead Directors for discussion and resolution. The Partners will use all reasonable endeavours to reach a negotiated resolution. If the dispute remains unresolved, then the Parties agree that the dispute shall be referred to a single arbitrator to be agreed upon by the Parties or, in default of agreement, to be nominated by the President of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996.

## **13 Variations**

13.1 This Agreement may not be modified or ended without signed confirmation of a nominated representative of each of the Parties to this agreement.

[Signatories]

<p><b>DORSET COUNTY COUNCIL</b> Acting Director for Adult &amp; Community Services</p>	<p><b>NORTH DORSET DISTRICT COUNCIL</b> Housing Policy Manger</p>	<p><b>SYNERGY HOUSING GROUP</b> Supported Housing Manager</p>
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**BLANDFORD EXTRA CARE HOUSING  
JOINT LETTINGS PANEL TERMS OF REFERENCE**

**A.1 What is the purpose of the Panel?**

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- To jointly consider applications and nominations for the Scheme within the spirit of the Blandford Extra Care Partnership Agreement.
- To develop and maintain a balanced community within the scheme (balanced in the context of extra care housing).
- To consider and allocate vacancies at the Scheme.
- To feedback information regarding demand and community mix to the Scheme Liaison Group.

**A.2 What does the Panel do?**

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A.2.1 The Panel will look at applications from people who request extra care housing to ensure the applicants meet the panel eligibility criteria Section A.5, and that reasonable preference is given to those with appropriate needs, as set out in the Section A.6.

A.2.2 The Panel will make recommendations to North Dorset District Council to nominate applicants for suitable vacancies to the landlord.

**A.3 Membership of the Lettings Panel**

A.3.1 The Lettings Panel will consist of:

- Representative from the District Council (e.g. the Housing Services Manager or their nominee)
- Representatives from the County Council (e.g. Team Manager from Adult and Community Services)
- Representative from SHG.

As and when required the following:

- A representative from the Care and Support Provider (Non Voting)
- A representative of the NHS (Non voting)
- Any other people will be invited on an as needed basis (Non voting)

**A.4 Meetings**

A.4.1 Subject to there being business to be considered the Lettings Panel will meet monthly and meetings will be chaired by the District Council.

- A.4.2 Meetings shall be convened by the District Council by giving the County Council and SHG not less than 5 working days notice of a meeting, unless the business to be considered is urgent.
- A.4.3 The quorum shall be a representative from each of the District Council, and the County Council.
- A.4.4 The District Council, the County Council and SHG will have one vote each to determine Nominations and decisions on individual applications. In the event of a tied vote the District Council shall have a second or casting vote.