

# SW9 Improvement Panel

## Terms of Reference

July 2020



### 1. Background

- 1.1. Since the new Regulatory Framework was introduced under the Housing and Regeneration Act 2008, the role of an external Regulator of Housing Providers has diminished and it is expected that ensuring all Standards are met and exceeded is achieved through *co-regulation* undertaken by the Provider and its residents.
- 1.2. Resident-led scrutiny is a system adopted by social landlords to support the co-regulation approach to service improvement. This enables residents of all tenure types to directly influence service delivery, performance and the practice of their landlord in a formal capacity.

### 2. Purpose

- 2.1. The purpose of the Improvement Panel is to conduct in-depth investigations into the SW9 provision of service and to make recommendations on behalf of residents for service improvement directly to SW9 Senior Leadership Team and where necessary, the Board.
- 2.2. Effective resident scrutiny involves empowered residents working together to research issues and make recommendations for change based on the evidence they find. Effective resident scrutiny has been shown to lead to improved performance, better value for money and increased customer satisfaction.

### 3. Process and procedure

- 3.1. The Improvement Panel will be a self-commissioned body that reports findings to the SW9 Senior Leadership Team and where necessary, the Board. SW9 will propose areas for scrutiny but the selection will be of the Improvement Panel's preference.
- 3.2. SW9 staff will scope the improvement project in collaboration with the Improvement Panel and define its remit. Improvement projects will be based upon core business needs, resident feedback and timely operational projects.
- 3.3. The Improvement Panel will conduct mystery shopping exercises/inspections to support the project. The Improvement Panel may also suggest alternative methods of reviewing services for SW9 to explore such as focus groups, telephone interviews and online surveys.
- 3.5. The Improvement Panel will liaise with key operational managers and the Community Engagement and Communications Manager to discuss the recommendations and, together, develop a service improvement plan.
- 3.6. The service improvement plan and report are submitted to the SW9 Senior Leadership Team for approval.
- 3.7. The service improvement plan is then held by the Community Engagement and Communications Manager, who will monitor its delivery and feedback progress to the Improvement Panel.

#### 4. **Activities**

4.1. At the beginning of each financial year an annual schedule of projects will be devised by the Improvement Panel in consultation with the Community Engagement and Communications Manager. The schedule will be determined by the following drivers:

- SW9 business plans and organisational priorities.
- Subjects proposed by SW9.
- Key performance indicators and performance data.
- Resident feedback and consultation.

4.2. The Improvement Panel will conduct projects for any shared or local services identified through the annual schedule.

4.3. The Community Engagement and Communications Manager will provide the Improvement Panel with the necessary/relevant corporate documents requested to conduct the project; this will be referred to as the 'call for documents'.

4.4. For each scrutiny project the Improvement Panel will carry out a range of activities, which may include, but are not limited to, the following:

- Review of the relevant corporate documentation and evidence.
- Staff interviews.
- Job shadowing .
- Access to external advisors and consultants.
- Resident interviews and focus groups.
- Best practice research.
- Mystery Shopping / Inspections.
- Relevant training.

4.5. A minimum of two Panel Members will conduct each activity planned in the project.

#### 5. **Membership**

5.1. The make-up of the Panel will be up to 12 Members with a minimum of 6 Members required to complete a review.

5.2. Improvement Panel Members will initially be appointed for three years. They may stand for election for a further two terms. No appointee will be allowed to serve for more than a maximum of nine consecutive years. If a Member who has served for nine years wishes to stand for election again in the future they can do so after a three year break.

5.3. The Panel Members will nominate and vote for fellow Members to be appointed to the Chair and Vice-Chair positions.

- 5.4. All Members of the Improvement Panel will adopt the Terms of Reference, Code of Conduct, and Confidentiality Agreement as part of the role.
- 5.5. Improvement Panel Members will be committed to their involvement, independently and as a collective, and will be supported by SW9 through relevant training and development.
- 5.6. Breach of the Code of Conduct may result in forfeit of membership of the Improvement Panel. The Member in breach of the Code will be invited to attend a meeting with the relevant SW9 Head of Operations and if necessary, an independent representative (consultant) to discuss these concerns and arrive at an appropriate resolution.
6. **Recruitment**
- 6.1 SW9 will promote Panel membership to all SW9 residents to ensure the wider resident voice is heard.
7. **Management of the Panel**
- 7.1. The Improvement Panel will be provided with support by the Community Engagement and Communications Manager to facilitate activity. Their role will include:
- Arranging and facilitating improvement activities.
  - Administering out-of-pocket expenses Improvement Panel members incur whilst carrying out their role – which have been agreed in advance.
  - Arranging training where a need is identified.
  - Ensuring all written reports are formalised and properly submitted.
- 7.2. The Improvement Panel will reach decisions via consensus. In the event that a consensus cannot be reached the Improvement Panel will vote on decisions.
- 7.3. Each Improvement Panel Member will have one vote and decisions will only be passed if a majority vote is achieved.
8. **Confidentiality**
- 8.1. All Improvement Panel Members will sign a confidentiality agreement at the start of each project.
- 8.2. Any Improvement Panel Member who breaches confidentiality will be removed from the Panel with immediate effect.
- 8.3. At the end of each project, all papers and confidential material are to be disposed of in the confidential waste at the SW9 office as appropriate. Improvement Panel Members will not be allowed to keep sensitive or confidential material at home; this will be deemed as in breach of the Confidentiality Agreement. This includes any electronic copies, which must be permanently deleted and not shared to anyone outside of the Improvement Panel.

9. **Monitoring and Review**

9.1. The Improvement Panel will be subject to an annual impact assessment at the end of each financial year to assess the impact/outcome of activity on SW9's service improvement and performance.

9.2. Following each project, Improvement Panel Members will be required to complete an evaluation of the process and procedure to establish any improvement opportunities.

10. **SW9's accountability to the Improvement Panel – powers of escalation**

10.1. In the event that the Improvement Panel deem that SW9 has not responded appropriately, or has failed to act on the agreed service improvement plan/recommendations following a project, the Improvement Panel will have access to an 'escalation process' in order to address their concerns and hold SW9 accountable. It is proposed that a formal escalation process will adopt the following structure:

**Stage 1:** The Improvement Panel will submit a formal report in writing to the SW9 Operational Management Team via the Community Engagement and Communications Manager detailing their concerns and recommendations for resolution. The SW9 Operational Management Team will discuss these concerns with the relevant operational managers, who will in turn issue a formal response to the Improvement Panel in writing within 10 working days.

**Stage 2:** If, following stage 1, the Improvement Panel feel that their concerns are not adequately resolved, they can submit their formal report to the SW9 Senior Leadership Team for consideration. The SW9 Senior Leadership Team will respond directly to the Improvement Panel in writing within 28 working days.

**Stage 3:** At stage 3, formal concerns can be escalated to the SW9 Board for consideration and response via the Community Engagement and Communications Manager. The SW9 Board or their representative will respond to the Improvement Panel in writing within 28 working days.

**Stage 4:** If the Improvement Panel's concerns are not addressed in Stages 1-3, they can then approach an independent external body/agency/consultant for advice and guidance. The Community Engagement and Communications Manager will source the independent body/agency/consultant.

11. **Review of Terms of Reference**

11.1 This Terms of Reference will be reviewed at the end of each financial year. The lead on this will be the Community Engagement and Communications Manager.