



Policy and Resources Committee – 7 November 2011

Housing Contract

Purpose of report

This report sets out the latest position in relation to the procurement process for the new Housing Contract; and seeks delegated approval for the Housing Contract Working Party to award the contract.

Attachment(s)

Appendix 1: Service Specification

1.0 Background

- 1.1 The current housing contract is due to expire on 31 March 2012, and a procurement process is currently underway for a new contract to commence on 1 April 2012.
- 1.2 Members will recall that a report was brought before this Committee on 8 November 2010 and that among a number of other points, the following was agreed (minute 261 refers):
 - (1) That the formation of a Housing Contract Working Party be approved.
 - (2) That the Housing Contract Working Party be provided with delegated powers in respect of the tendering process, excluding any final decisions on the service specification or the successful contractor.

2.0 Current Position

- 2.1 The Competitive Dialogue procurement process is being followed for this contract, and Final Invitations to Tender were dispatched at the end of September. The deadline for the return of these was 21 October 2011.
- 2.2 The Housing Contract Working Party is currently in the process of assessing the tenders received, and will be in a position to award the contract very soon.
- 2.3 When the project timeline for the procurement process was originally put together, it was envisaged that the final decision regarding award of contract would be made by this Committee in December. This would have resulted in the signing of the new contract taking place in approximately the third week of December.
- 2.4 During the course of the procurement process a number of Competitive Dialogue meetings have taken place with candidates, to discuss a number of key topics. These were:
 - Service
 - Transitional Arrangements
 - Conditions of Contract
 - Price
- 2.5 During the Transitional Arrangements topic meetings, one of the issues discussed was the contract mobilisation period. All of the candidates expressed concern that the period proposed (January to March 2012) was not sufficient to ensure a smooth

handover.

- 2.6 In addition the candidates drew our attention to the fact that awarding the contract just before Christmas would mean that the existing housing options team would have to wait until after Christmas before they had any information regarding the situation with their jobs. This would clearly be an unpleasant situation for those staff members.
- 2.7 If the Housing Contract Working Party were able to award the contract, this would mean that it could be signed by the end of November taking into account the statutory 10 day standstill period.
- 2.8 If the Committee is not minded to approve the delegation, an alternative option would be to have an additional Policy and Resources Committee in late November.

3.0 Tender Assessment

- 3.1 Included within the Final Invitation to Tender documents was a Service Specification, which sets out the requirements for the services which are the subject of the contract. This is attached at Appendix 1.
- 3.2 Candidates have been asked to set out their responses to a number of questions. The questions are directly related to the Service Specification, and ask candidates to describe their proposals against various operational headings.
- 3.3 The questions fall into two main categories, or 'criteria':
- Price
 - Quality
- 3.4 Each of these criteria has a weighting of 50%, and therefore each is considered to be equally important.
- 3.5 The responses will be scored by the Housing Contract Working Party and the candidate who achieves the highest score will be awarded the contract.

4.0 Equality and Diversity Implications

- 4.1 An Equality Impact Assessment will be carried out once the contract has been awarded; and should any negative impacts be identified within the new service, officers will work with the new contractor to mitigate and/or remove these.

5.0 Legal Implications

- 5.1 The Council has a statutory duty under the Housing Act 2002 to deliver the services covered by the housing contract.
- 5.2 The procurement process falls under Public Contract Regulations 2006.

6.0 Risk Management

- 6.1 There are no risks associated with the recommendation below. The Housing Contract Working Party is being supported by a specialist procurement solicitor to provide technical advice and safeguard against any legal challenges.
- 6.2 There is a risk that if the delegated powers are not granted, then the new service may not be 'up and running' by 1 April 2012.

7.0 Financial Implications

- 7.1 There are no financial implications associated with the recommendation below.

8.0 Corporate Outcomes

8.1 The delivery of an effective housing service relates to the following Corporate Outcomes:

- Good Quality of Life - Healthy
- Good Value for Money
- High Quality Service Delivery
- Knowledge of Customers and Communities

9.0 Recommendation

9.1 The Committee is recommended to delegate, to the Housing Working Party, the authority to award the housing contract.

(Reason - this will enable the new housing contract to be awarded in a timely manner which will maximise the contract mobilisation period).

Legal	Power: Housing Act 2002 Public Contracts Regulations 2006 Other considerations:				
Background Papers:					
Person Originating Report: Cat Hartley, Housing Strategy Manager chartley@east-northamptonshire.gov.uk , 01832 742078					
Date: 5 October 2011					
CFO		MO		CX	

(Committee Report Normal Rev. 22)



East
Northamptonshire
Council

Appendix 1

Housing Services (Homelessness, Housing Advice and Choice Based Lettings) Contract

Final Invitation to Tender – Part 8

Service Specification

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1.0 General principles

- 1.1 This specification sets out the basic requirements of the Council.
- 1.2 This Service Specification has been developed by the Council as a means of describing the outcomes that we wish the new service to achieve; and has been refined following the Competitive Dialogue phase of the tender process.
- 1.3 The Council recognises that there are a variety of ways to deliver housing options services and Contractors are invited to describe their proposals that best meet the requirements.

2.0 Performance

- 2.1 The Council has a policy of reviewing the services it provides to the residents of the District. Any reviews of the Service will be undertaken jointly between the Contractor and the Housing Strategy Manager which will canvass opinion from the residents of the District that the standard of Service required by the Contract is being achieved. The Contractor will be required to co-operate with the Council throughout the Contract Period in the collection of information to satisfy the Performance Indicator information collection systems and improving the Service to meet the aspirations of the residents of the District. If such improvements are necessary to enable the originally contracted Service to be performed then no additional payment will be made to the Contractor in making any such improvement.
- 2.2 The Contractor shall undertake the following actions in order to assist the Council in meeting and monitoring its performance requirements:
- undertake a minimum of one full customer satisfaction survey per year, which should enable either every applicant on the Housing Register, or a pre-determined number to be agreed with the Council, to feedback their views of the service;
 - provide information on a monthly basis to allow for the calculation of nationally specified performance indicators;
 - provide information on a monthly basis to allow the calculation of locally derived performance indicators as specified by the Council in fulfilling its housing duties;
 - provide ad hoc information as and when requested by the Council for benchmarking studies with other local authorities;
 - attend ad hoc focus group meetings and other review related activity;
 - attend quarterly review meetings to discuss performance with Council staff;
 - assist with any audit inspections and/or reviews.

3.0 Legislation

3.1 The Contractor will comply with the statutory obligations of the Council regarding the provision of the services, as it is incumbent upon the Contractor to undertake the services in accordance with any statutory requirement.

3.2 The Contractor and the officers employed on the services as set out in this agreement will be expected to acquaint themselves with the relevant provisions of the following;

- The Homelessness Act 2002
- The Health and Safety Act 1974;
- The Housing Act 1974;
- The Access to Personal Files (Housing Regulations 1989);
- The Race Relation Act 1976
- The Sex Discrimination Act 1975;
- The Data Protection Act 1998
- The Commission for Racial Equality – Code of Guidance for Rented Housing;
- Homelessness Code of Guidance for Local Authorities Revised (Third Edition);
- Relevant case law;
- The Landlord and Tenant Act 1985;
- The Housing and Planning Act 1986;
- The Children Act 1989;
- The National Health Service and Community Care Act 1990;
- The Criminal Law Act 1977;
- The Protection from Eviction Act 1977;
- The Matrimonial Clauses Act 1973;
- The Domestic Violence and Matrimonial Proceedings Act 1976;
- The Domestic Proceedings and Magistrates Court Act 1978;
- The Matrimonial and Family Proceeding Act 1983;
- The Matrimonial Homes Act 1983;
- The Rent (Agriculture) Act 1976;
- The Asylum and Immigration Appeals Act 1993;
- The Human Rights Act 1998
- The Housing Act 1996
- The Freedom to Information Act 2004; and
- The Housing Act 2004.

3.3 The above list is not exhaustive and the Council reserves the right to ask that the Contractor complies with any other legislation which it deems appropriate.

4.0 Access to Services

4.1 The Contractor will ensure appropriate management arrangements for the staff who will deliver the contract.

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- 4.2 The Contractor will ensure that the service can be accessed by a variety of methods. One of these methods should include face-to-face contact.
- 4.3 The Contractor will ensure that access arrangements are specified to ensure that those who do not have internet access can still receive the same quality of service as those who do.
- 4.4 The Contractor will ensure that customers are able to access the services by a telephone number which does not incur additional costs for mobile phone users.
- 4.5 The Contractor will provide office facilities for use as a local base for staff delivering the contract and for public contact. Proposed office facilities should be located within the district of East Northamptonshire.
- 4.6 Additional fixed points of access, over and above those described in relation to 4.5 above, such as satellite offices or 'kiosks' are not required.
- 4.7 The Contractor will ensure that the service can be accessed by residents of the rural communities across the district.
- 4.8 The Contractor must ensure that any offices are fully accessible to enable any member of the public to seek help and advice in connection with the housing options services and these offices should be open during normal working hours.
- 4.9 Outside of normal hours, the Contractor should ensure that a 24 hour 'out of hours' service is available. The Contractor is invited to describe the nature of this service.
- 4.10 At any offices of the Contractor, sufficient space will need to be made available for interviews with applicants to be conducted in private. These facilities need not be exclusively for use in delivering this contract, but if shared with other services there should be sufficient accommodation to meet the needs of all the various services requiring private interview facilities.
- 4.11 For those not able to access the identified face-to-face method of contact, home visits should be available. Due to staff security and office cover it is at the Contractor's discretion as to how these visits are managed.

5.0 Staffing arrangements

- 5.1 The Contractor will employ sufficiently experienced and qualified staff to administer the contract. Staff should be fully aware of the general procedures required under the Housing Act(s) and be fully conversant with the requirements of the relevant Codes of Guidance for Local Authorities revised and published by the Office of the Deputy Minister or DCLG. Staff must also have a general knowledge of housing availability within the district with Registered Social Landlords and the private sector.
- 5.2 The Contractor will employ a sufficient number of staff to administer the contract. These staff should be identified as specific to the contract. Where support from the Contractor's wider business operations is proposed as a means of administering the contact; such staff should also be clearly identified and the anticipated level and nature of support specified.
- 5.3 In respect of homelessness applications and preventative casework, the Contractor will assign a case officer to each individual homelessness application under the provisions of this contract and

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this officer will be responsible for the total administration of the application. The applicant should be made fully aware of the name and contact point for the case officer to ensure continuity throughout the determination of the application. In order to achieve consistency a change in the case officer should be avoided where possible and will only be acceptable in the cases of holidays, sickness, out of hours, emergency or when such officer leaves the employment of the Contractor.

- 5.4 The council welcomes the opportunity to be involved in the recruitment process of all staff employed by the Contractor to provide the contracted services.
- 5.5 The Contractor will provide sufficient qualified staff to answer any enquiries whether in person, by letter or telephone regarding housing provision and the rights of any person to accommodation under the relevant Housing Act or case law.
- 5.6 A working knowledge of the various benefit systems to enable relevant advice to be given to applicants is essential.
- 5.7 The Contractor should establish a working relationship with the various external agencies and bodies that have an interest in housing advice and the prevention of homelessness and assisting people in securing permanent accommodation through the choice based lettings scheme. The Contractor should seek to make personal contact with representatives and offices of such organisations operating within the area. Such organisations include:
- a) Other Council departments and services including housing benefits and environmental health;
 - b) Voluntary agencies including Shelter, MIND, CAB, Community Law, the Women's Refuge and CAN;
 - c) Other statutory agencies including Social Services, and the Primary Care Trust.

This list is not intended to be exclusive and the Contractor should establish working relationships with other appropriate agencies.

6.0 Choice Based Lettings

6.1 Access to Choice Based Lettings

- 6.1.1 The Contractor will be responsible for keeping and maintaining records of all applicants eligible to be considered for housing in accordance with the Council's Housing Allocations Policy and any updated versions.
- 6.1.2 The Contractor will set up and maintain a system of Choice Based Lettings that complies with legislation and the Council's Housing Allocations Policy.; and which is accessible by everyone regardless of their personal circumstances.
- 6.1.3 The Contractor will give advice to the public to explain how to access affordable housing in the district and how the choice based lettings system operates.
- 6.1.4 The Contractor will co-ordinate and process the applications, updates and review applications from people seeking assistance with affordable housing.
- 6.1.5 The Contractor will assess eligibility of applicants in accordance with the Housing allocations Policy, advise applicants of the outcome, including their priority/banding and type/size of property that they can bid for.

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- 6.1.6 The Contractor will advise the Council of any requests to appeal against the outcome of a decision and forward full information to the Council who will respond to the appeal within the specified period.
- 6.1.7 The Choice Based Lettings system will need to incorporate properties across the full range of affordable housing including private sector tenancies, intermediate rent and low cost sale housing such as Homebuy. The system must provide opportunities to link with and assist in the marketing of sub-regional or regional bodies such as the Zone Agent for Homebuy

6.2 Communications

- 6.2.1 The Contractor will provide a web-based communications system for applicants to register interest in ('bid on') available properties and obtain detailed and comprehensive information about the allocations process. The system shall provide regular feedback to describe the levels of interest in properties and non-attributable feedback information that describes the level of priority of successful applicants for each property let.
- 6.2.2 The Contractor will advertise vacancies and facilitate bidding in a variety of ways to ensure wide access across the district which allows differing age groups, ethnic groups and vulnerable people to be fully informed and be able to bid for properties. People with special needs should receive particular support to enable them to participate in the scheme.
- 6.2.3 The Contractor will co-ordinate the advertising of vacancies from all participating landlords, identify a shortlist of suitable applicants and advise the landlord accordingly. The Contractor is invited to recommend the appropriate frequency of this cycle.
- 6.2.4 The Contractor will ensure that any charging system for advertising properties on behalf of participating landlords is fair and equitable and reflects the reasonable cost of doing so.
- 6.2.5 The Contractor will communicate effectively with vulnerable people, people with special needs and disabilities, and those who do not use English as a first language. The Contractor is invited to specify how good access to information and services will be made available to residents of rural areas where transport links may be limited.

6.3 Monitoring and Feedback

- 6.3.1 The Contractor will provide regular performance and summary information on all registration, bidding and letting activity to the Council and partner Registered Providers (RPs).
- 6.3.2 The Contractor is required to provide and publish regular feedback on bidding outcomes.
- 6.3.3 The Contractor shall specify the arrangements for monitoring the efficiency of the choice based lettings system, taking on board the views of stakeholders such as applicants, resident associations, Parish & Town Councils, voluntary organisations and advice agencies.
- 6.3.4 The Contractor shall agree with the Council the frequency and format of the performance and summary information; the mechanism for feedback on bidding outcomes; and the arrangements for monitoring as set out at 6.3.3 above.

6.4 Information Technology

- 6.4.1 The Contractor shall provide a 'view only' capability on the IT system that enables the Housing Services Officer to monitor and review individual applications and obtain monitoring and statistical information relating to applications and trends.

6.4.2 The Contractor shall undertake the transfer of the existing database of housing applicants onto the choice based lettings system.

7.0 Homelessness

7.1 Scope of Services

7.1.1 This section provides for the management and operation of homelessness within the East Northamptonshire District, where the Contractor will be required to assist the Council in the discharging of its duties to the homeless or those threatened with homelessness under the provision of Part VII of The Housing Act 1996, as amended by the Homelessness Act 2002. Detailed guidance on the discharge of this duty is set out in the homelessness code of guidance for local authorities published by the Office of the Deputy Prime Minister in July 2002 and subsequent codes of guidance to be issued by the Department of Communities and Local Government.

7.1.2 The assistance required will include the following:

- a. Housing advice relating to the prevention of homelessness
- b. Investigating individual claims
- c. Advice to the Council to enable the determination of applications
- d. Temporary and permanent accommodation
- e. Seeking of/securing of temporary accommodation

7.2 Statistical Information and Monitoring meetings

7.2.1 It will be the responsibility of the Contractor to provide to the Council on a quarterly basis statistical information for the purposes of the completion of statistical returns to be made to the Government and other official departments. Also, to provide to the Council for the purposes of monitoring the performance of this agreement statistical information they require, or may receive requests for.

7.3 Performance Indicators for Homelessness

7.3.1 The Contractor will submit to the Housing Services Officer of the Council no later than the 7th working day of each month the following information for the month preceding the production of the information.

- a) The number of homelessness cases received, with the percentage of those acknowledged within 3 working days of receipt of the application;
- b) The percentage of all cases categorised according to the reasons for homelessness for which:
 - i) enquiries were carried out and a report submitted to the Housing Services Officer within 20 working days;
 - ii) re-investigation was required and a report submitted to the Housing Services Officer within the set timetable determined by the Housing Services Officer.
- c) A schedule showing all cases where enquiries were not completed within 20 days or the set timescale as appropriate indicating both the reason and the action to be taken to complete the enquiries.

7.3.2 The Contractor will submit to the Housing Services Officer of the Council on a fortnightly basis the following for the month preceding the production of the information.

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- a) a schedule showing where people are accommodated in temporary accommodation, the status of their application, and the length of time in temporary accommodation.
- b) a schedule indicating cases where legal action is being pursued to repossess temporary accommodation outlining the progress of action on each case; and
- c) details of current temporary accommodation voids and future temporary accommodation units coming available.

7.3.3 The Contractor will provide figures showing the use of Bed and Breakfast facilities on a monthly basis, and the length of time an individual household stayed there.

7.3.4 The Contractor will provide the Council with such information, reports and documents as it reasonably requests in order to assess and monitor the performance of the Contractor on any function which the Council has a statutory duty, power or responsibility, and which is delegated to the Contractor under the provision of this agreement.

7.3.5 The Contractor will attend regular meetings with the Housing Services Officer to discuss the information that has been supplied by the Contractor and to discuss and resolve any issues that may have arisen. Should either the council or the Contractor consider it a matter of urgency, they may require the other to attend a mutually agreed meeting to discuss individual issues.

7.3.6 The Council and Contractor will meet quarterly to discuss any issues either party may have regarding the contract services. The dates, times and venues for these meetings to be agreed annually in advance.

7.3.7 The Contractor will assist the Council in updating the council's Housing Strategy and providing information to assist in this task. The Contractor will be expected to attend relevant meetings to pursue this initiative such as the Homelessness Forum and County group meetings.

7.3.8 The Contractor will discuss and administer the potential operational implications required to assist in the delivery of the objectives detailed in the Homelessness Strategy and Action Plan as far as is reasonably practical for them to do so.

7.4 Aims and Policies

7.4.1 The Council aims to provide a comprehensive homelessness service to its customers, meeting the statutory duties set out in Part VII of the Housing Act by ensuring services for homeless people are run in a professional and understanding manner and to the highest standards possible.

7.4.2 The Council shall be responsible for the following functions in relation to carrying out its responsibilities under Part VII of the Act.

- a. Policy determination
- b. Making statutory determinations
- c. Handling all appeals
- d. Liaison with other agencies on policy issues
- e. Reviewing and updating the Homelessness Strategy and Action Plan

7.4.3 The Contractor will assist the Council in discharging the Council's duties to the homeless under the provisions of Part VII of the Act subject to the provision prescribed below:

- a. providing housing advice to customers who feel they may become homeless;

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- b. investigating individual applications of homelessness and advising the Council accordingly to enable them to determine the status of the application;
- c. placing homeless applicants in temporary accommodation whilst carrying out investigations;
- d. managing temporary accommodation owned by the Contractor, including receipt of any income;
- e. fostering good working relationships with organisations or agencies which are able to provide help for homeless applicants. It is accepted that some solutions may be on a temporary basis and others may be directed particularly to homeless applicants with special needs;
- f. handling referrals from other authorities on receiving instructions from that organisation;
- g. carrying out all liaisons with other agencies on individual cases; and
- h. to work with the Council to identify ways of improving the service.

7.5 Changes in Legislation

- 7.5.1 It is accepted that significant changes in legislation or policy directions from the council, may lead to additional costs being incurred by the Contractor. These will need to be submitted to the council for consideration.

7.6 Applicants Right of Appeal

- 7.6.1 Any applicant under the homeless provisions will have the right to appeal to the Council if they are aggrieved about a decision made under the provisions of the Homelessness legislation. In order for the Council to deal with an appeal request, the Contractor will be required to release the applicant's case file in whatever format to the council once the Contractor has been notified.
- 7.6.2 The Contractor will assist the Council's legal section with the provision of a report and all relevant information to enable the council to deal with a request for a review. Contractor staff will be available to answer questions and give evidence if required. The Council shall have the right to require the Contractor to carry out further enquires if on receipt of any report from the Contractor it is reasonably apparent that any matters relating to the relevant applicant requires further investigation or clarification. The Council recognises that this requirement may result in an additional cost to the Contractor. Potential additional costs are set out in Appendix 1.
- 7.6.3 The Council will notify the applicant and the Contractor in writing of its decision upon the review and the reasons for the decision.

7.7 Access to Personal Files

- 7.7.1 The Contractor's attention is drawn to the provisions of the Access to Personal Files (Housing) Regulations 1989. Whereby any person registered or whose name appears on the register has the right to inspect those entries as more fully detailed in the regulations.
- 7.7.2 The regulations make provisions for charges to be levied in respect of information provided under the regulations and it shall be at the discretion of the Contractor whether such charges are levied and any income derived there from shall be retained by the Contractor.

7.8 Applications

- 7.8.1 The Contractor will receive and process any application for assistance under the homelessness provision in the Act. In an emergency case, the homeless application form will be completed at the

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earliest and suitable opportunity. The Contractor should advise the individual they may not be eligible for assistance under the homelessness legislation, but that they have a right to make an application. These applications may be verbal or in writing by the individual concerned or by a third party on their behalf.

- 7.8.2 It will be the responsibility of the Contractor to ensure that sufficient information is obtained to clarify the details of any application and to ensure, where possible that there is no misunderstanding relating to the validity of the application.
- 7.8.3 If an applicant finds it difficult to attend the office due to personal circumstances, transport problems or disability, then a home visit should be arranged to carry out an interview.
- 7.8.4 The Contractor should ensure, where appropriate, that a translation or interpreting service can be made available for those applicants whose primary language is not English.
- 7.8.5 It will be the responsibility of the Contractor to assist the applicant in completing a housing application form to enable them to access the choice based lettings system, if they have not already registered and if they qualify to be registered.

7.9 Case Files

- 7.9.1 The details of every application received will form an individual case file, which will contain all the prime documentation relating to the case. This will include all correspondence from the applicant, his agent or third parties in connection with the case; and may be in electronic or hard copy format.
- 7.9.2 All information received by the Contractor relating to the application will be kept confidential and will not be disclosed to any third party other than to those authorities under the provisions of this agreement without the expressed consent of the Housing Services Officer or the applicant.
- 7.9.3 All hard copy case files will be kept in a separate locked cabinet within the Contractor's premises when not in use and at the end of this agreement all files will be passed to the Council including all the prime documents contained therein.

7.10 Application and Assessment

- 7.10.1 Upon receipt of an application, the Contractor will commence investigations to satisfy themselves of the following as to whether the applicant is:
- eligible for assistance;
 - homeless or threatened with homelessness within 28 days;
 - reasonable for the applicant to continue to occupy their accommodation;
 - in a priority need category
 - intentionally homeless;
 - has a local connection with East Northamptonshire.

7.11 Applicant Declaration

- 7.11.1 In carrying out investigations the Contractor will use a standard investigation and report statement format to be agreed with the Council. At the commencement of the interview with the applicant the abstract of Section 214 of Part VII of the act will be given to the applicant in the presence of the Contractor's officer and the applicant will be requested to read the statement or in the case of illiteracy or blindness or any other difficulty in reading, the statement will be read to the applicant.

- 7.11.2 Upon completion of the investigation, report and statement and after the applicant has read and understood the abstract of Section 214 of the Act, the applicant will be requested to sign the statement together with and in the presence of any appropriate officer of the Contractor.
- 7.11.3 It would normally be expected that interviews with the applicants will take place at the offices of the Contractor, but in certain circumstances, as identified in 1.8.5, due to disability or difficulty with transport, it might be more appropriate for interviews to be conducted at any other suitable venue mutually acceptable to the Contractor and the applicant.

7.12 Investigations and Information

- 7.12.1 Where the Contractor considers that an applicant may be homeless, eligible for assistance and in priority need, it will secure temporary accommodation for the applicant pending the result of its enquires into what further duty (if any) is owed by the council to the applicant under legislation.
- 7.12.2 The Contractor will be required to collate sufficient details and background information to ensure that sufficient enquiries are carried out to enable a proper decision to be made regarding the applicant's status in respect of homelessness. Although it is accepted that in certain circumstances this information may be verbal, the Contractor should endeavour to obtain written confirmation of such information or where not possible make a detailed file note recording the date and time of the conversation.
- 7.12.3 Any duty which is owed to an applicant following the Contractor's enquires and the council's decision will be discharged by the Contractor, on behalf of the council in accordance with the term of this agreement.
- 7.12.4 The Contractor will be required to contact all relevant third parties including Social Services, members of the immediate family, and agents acting on behalf of the applicant.
- 7.12.5 The Contractor will be required to visit the applicant's address to confirm details regarding the homelessness application.
- 7.12.6 The Contractor must satisfy themselves at the conclusion of their investigations that sufficient information has been collated to make an informed recommendation to the Council to enable the case to be determined within the legislation.

7.13 Recommendations

- 7.13.1 The Contractor will have regard to all the information they have collated and following the completion of their investigations, have considered all relevant legislation, case law and the code of guidance, and will present a written report to the Council setting out a summary of the application together with a recommendation on the case providing details as to the reason for the recommendation(s) This report together with the complete case file will be passed to the Housing Services Officer within 20 working days of the original application where possible. In cases where this is not possible a progress report should be passed to the Housing Services Officer outlining the circumstances of the case and the reasons for the delay. The Housing Services Officer will set a time limit for completion of enquiries and inform the Contractor of the decision within 1 working day. An e-mail message is sufficient for this purpose, but must be attached to the case file.
- 7.13.2 Within 5 working days of receipt of the report and file, the Housing Services Officer will notify the Contractor of the Council's determination of the application, which will either be:
- a. in accordance with the recommendation;

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- b. seeking further information of re-investigation of the application;
- c. in accordance with other information available to the Council.

7.13.3 Arrangements for the transportation of individual case files between the two organisations will be discussed and finalised with the Contractor after their appointment.

7.14 Duties

7.14.1 Where an applicant is found not to be eligible for assistance, as defined by the relevant Legislation, the Contractor will provide the applicant with the appropriate advice and assistance to assist the applicant to secure their own alternative accommodation.

7.14.2 Where an applicant is found to be eligible for assistance but not homeless or threatened with homelessness, the Contractor will provide the applicant with appropriate advice and assistance to try and prevent the loss of their accommodation or to secure their own alternative accommodation, in order to prevent a homeless situation occurring.

7.14.3 Where an applicant is found to be eligible for assistance, homeless or threatened with homeless but not in priority need, the Contractor will provide the applicant with appropriate advice and assistance to try and prevent the loss of their accommodation or to secure their own alternative accommodation in order to prevent a homeless situation occurring.

7.14.4 Where an applicant is found to be eligible for assistance, homeless and in priority need but intentionally homeless, the Contractor will procure temporary accommodation for a reasonable period in order to give the applicant time to secure their own alternative accommodation and will offer the appropriate advice and assistance to assist the applicant to do so.

7.14.5 Where an Applicant is found to be eligible for assistance, threatened with homeless and in priority need but threatened with homelessness intentionally, the Contractor will provide the Applicant with the appropriate advice and assistance to prevent the loss of their accommodation or to secure their own alternative accommodation.

7.14.6 Where an applicant is found to be eligible for assistance, homeless, in priority need and not intentionally homeless, the Contractor will provide the Applicant with the appropriate advice and assistance to secure other suitable accommodation or secure temporary accommodation for them.

7.14.7 When an applicant is found to be eligible for assistance, in priority need and not intentionally homeless but has no local connection with the District the Contractor will be responsible for providing relevant information to the Council in order for a referral to be made to another local authority under S198. The Contractor will however ensure that suitable temporary accommodation is provided until that Authority has accepted the referral.

7.15 Notification

7.15.1 The Housing Services Officer will notify the applicant in writing of the decision reached on their application; a copy of the decision letter will be placed on the file and returned to the Contractor's Homeless team. Any decision made which goes against the recommendation is to be discussed

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with the Contractor and a note made on file, as to the reasons why the recommendation has not been agreed to.

7.16 Re-investigation

7.16.1 In the event of aspects of a case having to be reinvestigated at the request of the Housing Services Officer, the Housing Services Officer will set a time limit for appropriate enquiries to the questions raised, and the Contractor will pursue these as directed to allow the initial recommendation or determination to be reconsidered. A progress form will be used to outline additional information required and to monitor the whole process. When the additional enquiries have been completed, the information will be passed to the Housing Services Officer within one working day upon completion of the enquiries.

7.17 Emergency Services

7.17.1 It will be the responsibility of the Contractor to instigate and maintain an out of normal office hours emergency services for the homelessness provision.

7.17.2 The Contractor will provide to the Housing Services Officer a copy of the instructions issued to standby personnel and will also supply details of all staff together with the telephone numbers of those who can be contactable during the periods required. Should the Contractor elect as part of their system a rota of staff, this rota as updated will be supplied to the Housing Services Officer in advance of its operational date and should include for holiday and sickness.

7.17.3 The Contractor should note that individual situations will require individual action and it will be left to the discretion of them having regard to all the facts, as to whether or not emergency action is invoked for any situation and as much information as possible should be obtained before making any decision.

7.17.4 All calls made to the emergency service will be recorded on a pro-forma which will detail the date, time, name and address of the caller together with the nature of the enquiry and what action has been taken. A copy of this pro-forma should be forwarded to the Council on every Monday morning or next working day if it is a bank holiday for their records and monitoring of the service.

7.17.5 In cases where temporary accommodation is in bed and breakfast/hotel/lodging type accommodation the collection of monies due from the tenant and payment of charge to the proprietor will be the responsibility of the Contractor.

7.17.6 The council will pay any outstanding charges for the applicant's stay in Bed & Breakfast after housing benefit has been paid or if no housing benefit has been received after 28 days.

7.17.7 Where possible temporary accommodation should be provided within the district of East Northamptonshire. Use of bed and breakfast accommodation or accommodation outside the district will require consent from the Council on each individual case, unless a situation arises out of hours.

7.17.8 The Contractor is to minimise the cost of bed and breakfast to the Council by efficient use of temporary accommodation, and assisting the client to obtain housing benefit payable towards the charges.

7.18 Temporary Accommodation

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- 7.18.1 The Contractor is required to oversee the placement and re-housing of applicants into and from temporary accommodation within the District.
- 7.18.2 The Contractor is required to participate in all attempts to reduce the need to use temporary accommodation.
- 7.18.3 The Contractor will provide prompt nominations of homeless applicants to any landlords that make Temporary Accommodation available.
- 7.18.4 The Contractor will provide assistance with relevant money advice and housing benefit form completion as required for those staying in temporary accommodation to facilitate the move on to settled, permanent accommodation.
- 7.18.5 The Contractor will provide support and guidance to any resident of temporary accommodation who is in breach of their terms of occupation and take all reasonable steps to avoid possession proceedings.
- 7.18.6 The Contractor is required to review and recommend to the Council any other high quality opportunities to provide Temporary Accommodation, within the context of the overall aim to reduce the number of units provided.
- 7.18.7 The Contractor will only allocate or arrange a licence in temporary accommodation in pursuance of the Council's obligations relating to the homeless under the provisions of the act in providing Temporary Accommodation whilst awaiting permanent suitable accommodation becoming available.
- 7.18.8 The Contractor will be responsible for monitoring all tenants in temporary accommodation to ensure that their status remains consistent with their original application for assistance under the homelessness provision, or in the case of temporary accommodation during investigations which do not prove sufficient to grant temporary or permanent accommodation. Upon determination the Contractor will in liaison with the landlord ensure the re-housing of such tenants into permanent accommodation or to commence legal proceedings to regain possession.
- 7.18.9 The Contractor will be responsible for meeting the cost of repossessions and court action required to evict an applicant from temporary accommodation which they own and manage. The council will be responsible for meeting the costs of judicial reviews and any legal action against a homelessness determination made by the Authority.

7.19 Bed and Breakfast

- 7.19.1 Bed and Breakfast accommodation is only to be used in an absolute emergency when no temporary accommodation is available. The Contractor is expected to move families into more suitable temporary accommodation as soon as possible. The Contractor will be responsible for arranging Bed and Breakfast bookings with the owner.
- 7.19.2 The Contractor will be responsible for meeting all costs and charges in relation to any bed and breakfast accommodation secured by the Contractor for an applicant where there is a duty to provide interim or temporary accommodation.
- 7.19.3 The Council and Contractor will determine and agree the criteria for establishing the contribution that is to be made by applicants towards the cost of their bed and breakfast accommodation.

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- 7.19.4 The Council recognises that this requirement may result in an additional cost to the Contractor. Potential additional costs are set out In Appendix 1.
- 7.19.5 The Contractor will calculate an applicant's contribution towards the cost of their bed and breakfast accommodation using the criteria agreed with the council, and will notify the applicant and the Housing Services Officer of this amount, together with instructions for the applicant to pay the Contractor direct.
- 7.19.6 The Contractor will require all applicants to submit an application for Housing Benefit and to authorise any benefit entitlement to be paid direct to the Contractor.
- 7.19.7 The Contractor will make payment in respect of all invoices received from any bed and breakfast accommodation that has been arranged by the Contractor and will invoice the council for any outstanding costs and charges after Housing benefit and applicant's contributions have been received.
- 7.19.8 The Contractor is required to seek written permission from the Council before placing any applicants into bed and breakfast accommodation.

7.20 Registration and Allocation

- 7.20.1 Should it be determined that the Council has an obligation to provide permanent accommodation for an applicant under the homeless provision the applicant concerned will be required to apply and will be eligible to bid for permanent accommodation in accordance with the Council's allocation policy. It is the Contractor's responsibility to make sure a housing application form is completed, and to maintain regular contact with the applicant to assist with their re-housing.
- 7.20.2 The Contractor will be expected to operate the Rent Advance & Damage Deposit Scheme and make the best use of the funds that the Council makes available. The Contractor will be responsible for the administration and the recovery of funds committed under the scheme.

7.21 Protection of Property

- 7.21.1 The Contractor should be aware that. in respect of personal property belonging to the applicant who is believed to be homeless or threatened with homelessness where there appears to be a danger of damage, loss to such property and it is judged that the applicant is unable or incapable to make adequate provisions for its safety, then the Contractor must take reasonable steps to protect such property.
- 7.21.2 In consultation with the Housing Services Officer the Contractor will be directed to arrange storage for such property to an agreed place of safety, the cost of which will be charged to the applicant by the Contractor. The Council and the Contractor will determine and agree criteria for establishing the contribution that is to be made by the applicant towards the cost of the storage and insurance. The Contractor will calculate the applicant's contribution using the agreed criteria and will notify the applicant and the Housing Services Officer of the amount to be paid, together with instructions for the applicant to pay the Contractor direct.
- 7.21.3 The Contractor will make payment in respect of all invoices received from any storage companies where storage facilities have been secured by the Contractor and will invoice the Council for such costs and charges less any amount received by the Contractor from the applicant.

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7.21.4 The Contractor shall be entitled to remove from storage and dispose of any item stored under 7.21.1 where the duty owed to the applicant has been discharged, and where the applicant has been given reasonable opportunity to remove their belongings.

7.22 Emergency Planning

7.22.1 The Contractor must support the Council in planning for and if necessary dealing with civil emergencies. This support will require making staff available to assess housing needs of those affected and helping to identify available temporary accommodation. Out of hours contact details will need to be provided.

7.22.2 The Contractors is invited to submit details of their emergency plan, which should address the points contained within 7.22.1 above. Contractors should also demonstrate how the plans fit with the Council's Emergency Plan.

7.22.3 The Contractor will not be responsible for the cost of accommodation required to meet the needs following a civil emergency.

8.0 Housing Advice

8.1 Scope of Services

8.1.1 This section provides for the management and operation of housing advice within the East Northamptonshire District, where the Contractor will be required to assist the Council in the discharging of its duties under Section 179(l) of the Housing Act 1996 and the Homelessness Act 2002.

8.1.2 The assistance required will include the following:

- advice on landlord and tenants rights;
- finding and securing alternative accommodation across the whole range of affordable housing options;
- housing advice relating to homelessness;
- specific housing advice for young adults (16-25 year olds);
- applying for housing;
- advice on housing related welfare rights;
- to advise about legal remedies available;
- administer and operate a damage deposit/ rent in advance scheme;
- advice on prevention options;
- referrals to specialist agencies, such as support agencies.

8.2 Aims

8.2.1 The Council aims to provide a comprehensive housing advice service to its customers, meeting the statutory duties by securing that advice and information about homelessness and the prevention of homelessness that is available free of charge to any person in their district. The Council wishes the service to present housing options and move away from the traditional approach which often leads to applications for social housing and no more.

8.2.2 The Council wishes to see formal applications of homelessness as a last resort, to be pursued only after all other options have been explored

8.2.3 The Contractor will provide housing advice on such areas as requested by the customer such as security of tenure, Landlord and Tenant law, private rented sector, open market options, choice based lettings and homelessness.

8.2.4 The Council wishes to see particular emphasis placed on developing mechanisms to improve the preventative approach.

8.2.5 The Contractor should ensure that the housing advice service incorporates the following key principles:

Working with Private Sector landlords

- Build relationships with landlords and work with Council staff to link grant assistance and nomination rights to empty properties
- To assist the Council and administer a variety of incentives to private landlords to increase access to this tenure for those in housing need
- Building on good practice to maximise the use of private rented accommodation by streamlining benefit and tenancy checks, deposit and rent advance schemes and good legal advice

Co-ordinating the use of temporary accommodation to:

- ensure that Government targets relating to temporary accommodation are achieved;
- reviewing cases where temporary accommodation can be made into a secure tenancy;
- exploring alternative sources of temporary accommodation;
- providing advice to resolve rent arrears issues for those in temporary accommodation.

Providing appropriate advice by:

- working closely with specialist agencies, especially those that support young and vulnerable people;
- exploring opportunities to engage in mediation.

8.3 Changes to service

8.3.1 The Council will be required to review its policies relating to housing advice in the light of circumstances that may prevail at any time or as a result of new legislation, amendments to existing legislation or new regulations.

8.3.2 The Housing Services Officer of the Council will endeavour to keep the Contractor informed of any proposals that may be under consideration for the amendment of any schemes and policies before requiring the Contractor to implement any changes.

8.4 Housing Advice Service Requirements

8.4.1 Housing Advice should be available to all those seeking advice and not only for those entitled to housing assistance as defined by the legislation.

8.4.2 Comprehensive housing advice, which presents applicants with a range of housing options, should be given before a housing application is taken; and the Council invites the Contractor to specify how this can be achieved.

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8.4.2 The scope of housing advice and assistance that the Contractor will need to provide is summarised below:

- **Prevention of Homelessness**

When an applicant is in danger of losing their home the Contractor will give any necessary advice in order to prevent them, if possible, from becoming homeless.

- **Homelessness procedures and appeals.**

How to apply as homeless and what process will be carried out.

- **Choice Based Lettings**

Advice and information on the Council's housing allocations policy and other RSL's policies if applicable.

- **Benefit and Debt Management**

To give basic debt counselling and money advice.

To signpost/make referrals to any Money or Debt Advice agencies in cases of more complicated circumstances.

To provide basic advice on regulations and eligibility for benefits. To provide assistance with form completion as required for the service users to receive housing benefit.

Assist with discretionary housing benefit claims

- **Landlord and Tenant Law**

Advice on tenancy law, rights and obligations. Advice on tied tenancies and agricultural tenancies.

Landlord responsibilities regarding repair obligations.

- **Neighbour Disputes**

Advice on rights and liaison with landlords.

- **Relationship Breakdown**

Advice on matrimonial rights.
Options for alternative housing.

- **Accessing Accommodation in the Private Sector**

Knowledge of letting agencies and private landlords.
Administration of the Rent Deposit Scheme/ Rent Guarantee Scheme.

- **Mediation**

Access to and refer to appropriate mediation services available locally and funded by the council in a partnership protocol

- **Home Ownership**

Access to information about the range of low cost sale housing opportunities including Homebuy (shared ownership) by liaising with RSLs and the Homebuy Zone Agent and associated initiatives such as Key Worker Living and Mortgage Rescue.

8.5 Information Requirements

- 8.5.1 It will be the responsibility of the Contractor to provide to the Council on a quarterly basis statistical information for the purposes of the completion of statistical returns to be made to the government and other official departments, such as the P1E returns and the Housing Strategy Statistical Appendix. Also to provide to the Council for the purposes of monitoring the performance of this agreement statistical information they require, or may receive requests for.
- 8.5.2 The Contractor will submit to the Housing Services Officer of the Council on the seventh working day of each month details of housing advice cases seen the previous month. The type of advice required, and whether the client was threatened with homelessness.
- 8.5.3 The Contractor will also be expected to record the composition of the client's. Recording the age, where the client has come from to receive the housing advice and whether they have used the service before.
- 8.5.4 To provide information on trends, successful housing advice cases where homelessness has been prevented, and how they found out about the housing advice Service.
- 8.5.5 The Contractor will be required to attend regular meetings with the Housing Services Officer to discuss the information that has been supplied by the Contractor and to discuss and resolve any issues that may have arisen.
- 8.5.6 Should either the Council or the Contractor consider it a matter of urgency, they may require the other to attend a mutually agreed meeting to discuss individual issues.
- 8.4.7 The council and Contractor will meet quarterly to discuss any issues either party may have regarding the contract and the provision of the contract services.
- 8.5.8 The Contractor will assist the Council in updating the Council's homelessness strategy and action plan, the housing strategy and the Community Plan and assist in meeting its objectives. The Council will retain responsibility for the production of such strategies, policies and plans; but regards the production of information (such as homelessness statistics) to be part of the core service specification.
- 8.5.9 To monitor the demand for information and advice and make this information available to the Council.

8.7 Co-ordination

- 8.7.1 The Contractor is required to minimise duplication between services and provide an accessible and co-ordinated housing advice service by:
- working closely with other housing advice and information agencies to develop a co-ordinated approach across the East Northamptonshire District and reduce the risk of the public visiting numerous organisations unnecessarily;

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- advertising information about the service across the district and working with the Council to provide advice leaflets and advice packs for client's information; and
- ensuring the delivery of housing advice in a fair and equal manner for all users regardless of their background and any special needs they may have.

8.7.2 The Council recognises that the requirement to produce advice leaflets/and or advice packs may result in an additional cost to the Contractor. Potential additional costs are set out In Appendix 1.

Appendix 1 – Potential Additional Costs

The Council recognises that some requirements of this service specification may result in additional costs to the Contractor, over and above the agreed Contract price.

These potential costs are set out below. This list is not exhaustive and may be subject to change as the procurement process progresses.

Area for Potential Additional Cost	Service Specification Reference
Homelessness Appeals	Section 7.6
Bed and Breakfast Accommodation	Section 7.19
Advice leaflets / advice packs	Section 8.7