

Service Level Agreement between Sevenoaks District Council (SDC) and Citizens Advice Bureaux in the Sevenoaks District – 2015/18

Section		Page
1	Scope of the Agreement	2
2	Service Standards	3
3	Policies and Safeguards	4
4	Performance Review and Monitoring	4
5	Payment and Financial Conditions	5
6	Contact Officers	5
7	Termination of the Agreement	6
8	Undertaking	6
Schedule A		
1	The Scope of the Housing Advice Service	8
2	Eligibility for the Housing Advice Service	9
3	Information relating to the Housing Advice Service to be held by the Provider	9
Schedule B	Performance data required for quarterly monitoring	10
Schedule C	Information required for the annual review	11
Schedule D	Definition of Homelessness	12

1. Scope of the Agreement

- 1.1 This Agreement establishes the relationship between the **Purchaser** and **Provider** in the provision of independent advice and information services and Housing Advice.
- 1.2 **The Purchaser** means Sevenoaks District Council, its employees and any person authorised to act on behalf of Sevenoaks District Council.
- 1.3 **The Provider** means Sevenoaks & Swanley Citizens' Advice Bureau and Edenbridge & Westerham Citizens' Advice Bureau, acting together to provide a cohesive, District-wide, integrated service.
- 1.4 **Clients** are residents and people working in the Sevenoaks District seeking information or advice and, for independent Housing Advice, any person who has ties to the District and falls within the scope of the Housing Advice eligibility conditions set out in Schedule A. It is recognised that CABx may be required to provide a service to other callers but that is outside the scope of this Agreement.
- 1.5 **The Service** is the provision of the following, according to the Service Standards and other arrangements set out in this Agreement:
- a) **General Advice Service:** free, confidential, impartial and independent advice to residents of the District on a wide range of issues including, but not exclusively, benefits, housing, money advice, employment, consumer relationships and taxation in line with the membership standards of Citizens' Advice.
 - b) **Housing Advice Service:** a specialist approach to provide debt counselling and mortgage arrears advice and to prevent homelessness where possible. Eligibility conditions are set out in Schedule A. The definition of homelessness is taken from s.175 Housing Act 1996, an extract of which is attached at Schedule D.
- 1.6 **Period of the Agreement**
- This is a three year Agreement that will start on 1st April 2015 and finish on 31st March 2018 unless it is terminated or varied in line with the terms and conditions set out in this Agreement.
- 1.7 During the period of this agreement, Sevenoaks & Swanley Citizens' Advice Bureau may merge with Tonbridge & Malling Citizens' Advice Bureau and Gravesham Citizens' Advice Bureau. Edenbridge & Westerham CAB will continue in its sole capacity. When the merger takes place, it will be documented by a memorandum being annexed to this Agreement, and from its date thereof, this Agreement shall be read and construed as though the providers are respectively the two entities Sevenoaks/Swanley/Tonbridge & Malling/Gravesham Citizens' Advice Bureau and Edenbridge & Westerham Citizens' Advice Bureau and all terms and conditions shall be interpreted accordingly.

2. Service Standards

- 2.1 The Provider will operate to the requirements of the Community Legal Service Quality Mark (General Help Level) and will comply with Citizens' Advice Quality Assurance Standards Membership Agreement.
- 2.2 The Provider will make available drop in and telephone advice and information to Clients, offering a minimum of 40 hours face to face access and a minimum of 30 hours telephone contact per week. This should be on a minimum of 3 days per week in each of the following three locations:
- Sevenoaks CAB
Swanley CAB
Edenbridge CAB
- The Service will not be offered during the two weeks over the Christmas and New Year period or on Bank Holidays.
- 2.3 The Provider will timetable the Service so that at least one of the participating Bureaux can be accessed in person and by telephone every day of the week from Monday to Friday for a minimum of 4 hours per day, with the exception of the period set out at 2.2 above.
- 2.4 Clients requiring Housing Advice will be assisted within 2 working days of their approaching the Provider.
- 2.5 For Housing Advice, the Provider will keep a record of all discussions with the Client including the type of advice provided as set out in Schedule A to enable a seamless service to be provided to the Client.
- 2.6 The Provider will notify the Purchaser of the agreed hours of access at each location in April of each year. Any changes to the hours of access will be undertaken only after consultation with the Purchaser, unless it is for a part of the service funded wholly by other funders. This consultation must be undertaken in advance of any public notice of intention to make such changes.
- 2.7 The Provider will maintain an appropriate core of volunteer trained advisers covering the District.
- 2.8 The Provider will advertise the Service in local communities, local libraries, District Council premises, the District Council's website and from time to time in conjunction with the District Council, in the In Shape magazine.
- 2.9 The Provider will consult the Purchaser annually about the content of a uniform client satisfaction survey which the Provider will undertake on an annual basis for each year of the Agreement, using a minimum random sample of 500 Clients, evenly distributed between the three Bureaux.
- 2.10 Where appropriate Citizens' Advice Bureaux and Sevenoaks District Council will share training sessions which benefit the Bureaux staff and Housing officers and are cost

effective.

- 2.11 The Provider will acknowledge the financial support of Sevenoaks District Council in all its publicity and will display the District Council's logo in a prominent position at each of the three Bureaux.
- 2.12 The Purchaser and Provider will work together to attract external funding for the work of the Bureaux.

3 Policies and Safeguards

3.1 Statutory Obligations

The Provider will ensure that policies are in place so that the Service complies with existing and future legislation. This should include an Equal Opportunities Policy together with appropriate monitoring of BME groups to ensure fairness and equal access among those eligible for the Service. The Provider should embrace Sevenoaks District Council's Racial Equality Scheme.

3.2 Child Safety and Safeguarding Policies

The Provider will ensure that the Service is covered by a Child and Vulnerable Adult Protection Policy, will adhere to Citizen Advice's Safeguarding Policies, that all staff have read and understand the Policy and that appropriate enhanced level DBS checks are in place. The Provider will have regard to the District Council's Safeguarding Policy.

3.3 Assessment of Risk

The Provider will maintain an up-to-date risk assessment relating to the provision of the Service and make this available to the Purchaser.

3.4 Insurance

The Provider will make arrangements to insure professional negligence, public and employers' liability.

- 3.5 The Provider will make available copies of the policies and other safeguards mentioned in this section if requested by the Purchaser.

3.6 Merger

During the course of this SLA, if and when Sevenoaks & Swanley CAB merges with Tonbridge & Malling and Gravesham CABx, the payment will be conditional upon the new organisation undertaking the following:

- a) The level of service provided to Clients will remain as set out in paragraph 2.2 for the term of this Service Level Agreement.
- b) The new merged Sevenoaks/Swanley/Tonbridge & Malling/Gravesham Citizens' Advice Bureau will include a proportionate or better geographic representation from the Sevenoaks & Swanley area, including at least one (and no fewer than other local authority) representative, who should be

nominated by Sevenoaks District Council.

- c) SDC's funding will be ring-fenced for the benefit of clients in the Sevenoaks District and the annual accounts will show spend in the Sevenoaks District separately from spend elsewhere.
- d) The pool of volunteers supporting Sevenoaks and Swanley Bureaux will include a proportionate or better percentage of volunteers from the Sevenoaks District.

4 Performance Review and Monitoring

- 4.1 Monitoring will be carried out on a quarterly basis with an annual service review. Payment for years 2 and 3 will be dependent upon successful delivery of the Agreement in years 1 and 2.
- 4.2 The Provider will provide the Purchaser with a combined quarterly monitoring report in July, October, January and April of each year using the report headings set out in Schedule B, relating to the quarters April-June, July-September, October-December, January-March.
- 4.3 The Provider will provide the Purchaser with information for the annual service review by the end of November each year using the report headings set out in Schedule C.
- 4.4 The Provider agrees to meet the Purchaser quarterly in the last week of the month preceding the end of the quarter to review progress.

5 Payment and Financial Conditions

The Purchaser will pay the Provider annually in advance by April 10th in each year, the sums set out below subject to satisfactory performance in delivering this Agreement.

Year	General Advice Service	Housing Advice Service	Total £ per year
2015/16	£98,540	£6,000 for Edenbridge. £12,000 for Sevenoaks & Swanley	£116,540
2016/17	£98,540	£6,000 for Edenbridge. £12,000 for Sevenoaks & Swanley	£116,540
2017/18	£98,540	£6,000 for Edenbridge. £12,000 for Sevenoaks & Swanley	£116,540

6 Contact Officers

The Purchaser's Contact Officers are as follows:

General Advice Service:

Lesley Bowles, Chief Officer – Communities & Business
Simon Davies, Partnership & Project Officer

Housing Advice Service:

Pat Smith, Chief Housing Officer
Jane Ellis, Housing Advice & Standards Manager

The Provider's Contact Officers are as follows:

Edenbridge & Westerham CAB
Graham Coldman, Chairman
Jill Eyre, General Manager

Sevenoaks & Swanley CAB
Martin Wells, Chairman
Angela Newey, General Manager

7 Termination of the Agreement

- 7.1 If either party to this Agreement wishes to withdraw from the Agreement, at least 12 months' notice must be given in writing. Where termination is the result of the Provider not fulfilling the terms of the Agreement, a minimum of 6 months' notice should be given.
- 7.2 If the Provider cannot meet the commitments as set out in the Agreement, it will notify the District Council's Head of Community Development immediately the issue is identified. The Purchaser will review together with the Provider the ability to continue in the Agreement.

8 Undertaking

I agree on behalf of _____ to provide the services identified in the Service Specification, and to meet the terms and conditions contained in this Agreement.

Signed

_____ Chair, on behalf of the Trustee Board of Edenbridge & Westerham
Citizens Advice Bureau

_____ Chair, on behalf of the Trustee Board of Sevenoaks & Swanley Citizens
Advice Bureau

Date

Signed

_____ Chief Officer - Communities & Business
Sevenoaks District Council

Date

Schedule A

A1	The Scope of the Housing Advice Service
i	To provide an effective independent Housing Advice service to people who are eligible for Housing Advice as set out in A2 below. The principal aim of the Housing Advice Service is to avoid homelessness.
ii	Where appropriate, in order to avoid homelessness, to undertake debt counselling and/or mortgage arrears advice and assist with budgets which may include negotiating on the client's behalf with external organisations
iii	To signpost homeless or potentially homeless clients to relevant agencies. This will include, for example, advising people to join the Housing Register, making Homeless applications to Sevenoaks District Council or suggesting contact with the Home Improvement Agency to have disabled adaptations undertaken with support.
iv	To share information relating to specific cases where an applicant provides written permission/authorisation to the Council or Citizens' Advice Bureau in advance of the request.
v	<p>Special Needs</p> <p>The special needs of a client (those with physical disabilities or those with mental health and or learning disabilities) must be considered when offering housing advice. Any issues concerning aids and adaptations should be signposted to the Council, the Home Improvement Agency or relevant housing association, if a tenant.</p>
vi	<p>Non English-speaking applicants</p> <p>Reasonable efforts must be made to ensure that clients understand the Housing Advice provided or any related documentation. There should be access for applicants to use Language Line or similar if appropriate.</p>
vii	<p>Blind and deaf applicants</p> <p>Reasonable efforts must be made to ensure that applicants understand the Housing Advice or related documentation Braille documentation to be provided where possible.</p> <p>Where possible, the Service Provider should work with the Purchaser to investigate the provision of appropriate audio tapes or signing from a registered signer.</p>

A2	Eligibility for the Housing Advice Service
	<p>Eligible applicants must be:</p> <p style="padding-left: 40px;">People who will be homeless within 28 days of approach or</p> <p style="padding-left: 40px;">People who are potentially homeless within a maximum of 3 months of approach</p> <p>and</p> <p style="padding-left: 40px;">live or work within the District or</p> <p style="padding-left: 40px;">can demonstrate that they have lived here at least 6 months out of the last 12 months or 3 years out of the last 5 years or</p> <p style="padding-left: 40px;">applicants or close relatives must demonstrate a special need to be rehoused in this District (for example, through fear of violence in another district)</p>

A3	Information relating to the Housing Advice Service to be provided where possible
	<ul style="list-style-type: none"> a) household composition, including gender, age and race b) applicant’s housing requirements c) applicant’s special needs where they have been identified with the applicant d) applicant’s request for low cost home ownership (if applicable) e) applicant’s financial details particularly savings and income details f) applicant’s local connection to the District, using the information upon which the Client’s eligibility for the Housing Advice Service is based. g) relevant medical information (if applicable) h) applicant’s relevant past history, eg past evictions, debt problems, etc.

Schedule B

	Performance Data required for quarterly monitoring by 21 st of the month following the end of the quarter
B1	Number of advertised hours of opening each week for telephone and drop in advice in Edenbridge, Sevenoaks and Swanley.
B2	The number of people assisted this quarter, including those from outside the District.
B3	The number of issues raised this quarter.
B4	The number of Clients who have received the Service this quarter including a breakdown by type of enquiry, level of enquiry and ward of residence.
B5	Percentage of the number of Clients who have received the Service and who are from Black and Minority Ethnic groups.
B6	The total number of trained advisers, recorded on the last day of each quarter.
B7	The number of benefits appeal, employment appeal and legal appeal cases opened this quarter.
B8	The number of face to face contacts conducted this quarter with the people set out in B2 above
B9	The number of telephone contacts conducted this quarter with those people set out in B2 above and the number of other contacts (letter, email etc) conducted this quarter with those set out in B2 above.
B10	Exception reporting: Dates on which a service was not available in the District, excluding weekends and bank holidays.
B11	Exception reporting: Weeks during which the Service was not available at any location for the agreed number of opening hours, with the exception of Bank Holidays and 2 weeks over Christmas and New Year.
B12	Exception reporting: No of Housing Advice Clients who could not be assisted within 2 working days of their approaching the Provider.
B13	A quarterly spreadsheet report showing Actual and Threatened Homelessness Gateways, setting out: Bureau, short description and AIC elements completed as relevant for the case.
B14	A quarterly spreadsheet report showing Actual and Threatened Homelessness enquiries, setting out: Bureau, short description and AIC elements completed as relevant for the case.
B15	Outcomes sheet setting out the number of cases where it is estimated that homelessness has been prevented for households included in B13 and B14.

Schedule C

	Information required for annual review by end November
C1	A copy of the most recent Citizens' Advice Membership confirmation, updated every three years, including the CLS Quality Mark.
C2	The results of the annual uniform customer satisfaction survey, which should separately identify Clients of the Housing Advice Service.
C3	Total number of people assisted October to September.
C4	Total number of Clients (see 1.4 for definition of 'Client') receiving the Service (see 1.5 for definition of the Service) October to September
C5	Copies of publicity material produced during the year.
C6	Copies of the most recent annual accounts
C7	The average number of paid staff hours per week during the year
C8	The number of voluntary staff hours worked during the year.
C9	A summary of any changes in the way the Service as been delivered during the year.
C10	A summary of any proposed changes to the Service in the ensuing year.
C11	A statement of how the Service has assisted in the delivery of Sevenoaks District Community Plan objectives during the year.
C12	A copy of the budget for the ensuing year.

Schedule D

The definition of 'homelessness' is taken from s.175 Housing Act 1996

175 Homelessness and threatened homelessness

(1) A person is homeless if he has no accommodation available for his occupation, in the United Kingdom or elsewhere, which he—

(a) is entitled to occupy by virtue of an interest in it or by virtue of an order of a court,

(b) has an express or implied licence to occupy, or

(c) occupies as a residence by virtue of any enactment or rule of law giving him the right to remain in occupation or restricting the right of another person to recover possession.

(2) A person is also homeless if he has accommodation but—

(a) he cannot secure entry to it, or

(b) it consists of a moveable structure, vehicle or vessel designed or adapted for human habitation and there is no place where he is entitled or permitted both to place it and to reside in it.

(3) A person shall not be treated as having accommodation unless it is accommodation which it would be reasonable for him to continue to occupy.

(4) A person is threatened with homelessness if it is likely that he will become homeless within 28 days.