

Service Level Agreement between Sevenoaks District Council (SDC) and Local Citizens Advice in the Sevenoaks District - 2018-21

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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 Citizens Advice North & West Kent and Citizens Advice Edenbridge & Westerham, 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 local Citizens Advice 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 as amended by the Homelessness Reduction Act 2017, 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 2018 and finish on 31st March 2021 unless it is terminated or varied in line with the terms and conditions set out in this Agreement.

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 of telephone contact per week. This should be on a minimum of three days per week in each of the following three locations:
- Sevenoaks office
Swanley office
Edenbridge office
- 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 LCAs can be accessed in person and by telephone every day of the week from Monday to Friday for a minimum of four 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 two 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, Sevenoaks District Council premises, Sevenoaks District Council's website and from time to time in conjunction with the District Council, in "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 random sample of Clients, evenly distributed between the three locations. LCA staff will discuss and agree the survey with SDC staff.

- 2.10 Where appropriate local Citizens Advice and Sevenoaks District Council will share training sessions which benefit the LCA 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 offices.
- 2.12 The Purchaser and Provider will work together to attract external funding for the work of the LCAs.

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 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 and will adhere to Citizen Advice's Safeguarding Policies. The Provider will regularly review training needs and ensure that all staff have been trained to an appropriate level, 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 Policies.
- 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.

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
2018/19	£98,540	£6,000 for Edenbridge. £12,000 for Sevenoaks & Swanley	£116,540
2019/20	£98,540	£6,000 for Edenbridge. £12,000 for Sevenoaks & Swanley	£116,540
2020/21	£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:

Hayley Brooks, Head of Housing & Health

Andy Kefford, Housing Advice Team Leader

The Provider's Contact Officers are as follows:

Citizens Advice Edenbridge & Westerham

Graham Coldman, Chairman

Jill Eyre, General Manager

Citizens Advice North & West Kent

Robin Thompson, Chairman

Angela Newey, CEO

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 Housing & Health immediately the issue is identified. The Purchaser will review together with the Provider the ability to continue in the Agreement.

8 Undertaking

I agree 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 Citizens Advice Edenbridge & Westerham

Date

Signed

Chair, on behalf of the Trustee Board of Citizens Advice North & West Kent

Date

Signed

Chief Officer - Housing & Health, 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 prevent homelessness.
ii	Where appropriate, in order to prevent homelessness, to undertake debt counselling and/or mortgage arrears advice and assist with budgeting 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 and supporting people to join the Housing Register.
iv	<p>To make direct referrals to the Purchaser for:</p> <ul style="list-style-type: none"> • People who are homeless or facing homelessness within 56 days; • People who may require a home assessment for home adaptations and equipment <p>Referral to the Council should be made directly using the Nellbooker system or discussion between relevant CAB/Council officers to look at customer cases together.</p>
v	To share information relating to specific cases where an applicant provides written permission/authorisation to the Council or local Citizens Advice 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 Sevenoaks District Council 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 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>People who are at risk of homelessness or who will be homeless within 56 days of approach. These customers must be referred to the Council using Nellbooker, to be dealt with as part of the statutory Homeless Reduction Act duties.</p> <p>and</p> <ul style="list-style-type: none"> • live or work within the District • may be at risk of homelessness without early intervention to support and resolve rent arrears, debt, welfare benefits, unemployment etc.

A3	Information relating to the Housing Advice Service to be provided where possible
	<ul style="list-style-type: none"> a) household composition, including gender, Date of Birth, nationality and National Insurance Number 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 21st 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 issues leading to Actual or Threatened Homelessness, setting out: Bureau, short description and AIC elements completed as relevant for the case.
B14	A quarterly spreadsheet report showing clients at risk of Actual or Threatened Homelessness, 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 as amended by the Homelessness Reduction Act 2017

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 56 days.
- (5) A person is also threatened with homelessness if -
- (a) a valid notice has been given to the person under section 21 of the Housing Act 1988 (orders for possession on expiry or termination of assured short-hold tenancy) in respect of the only accommodation the person has that is available for the person's occupation, and
 - (b) that notice will expire within 56 days.