

## **Contract for the Provision of a Homelessness Decision Making Service**

### **Specification**

#### **Introduction**

This Specification forms part of the Contract between the London Borough of Redbridge ("the Authority") and the Provider for the Provision of a Homelessness Decision Making Service ("the Service"). The Provider shall deliver the Service in accordance with this Specification and pursuant to the Conditions of Contract to which this Specification forms an Annex. All definitions contained in the Conditions of Contract shall apply to this Specification unless expressly stated otherwise in this Specification.

Where any provision in the Conditions of Contract conflicts with a provision in this Specification the content of this Specification shall take priority in relation to the conflicting detail. However, the Conditions of Contract shall continue to apply to this Specification and the performance of the Service in all other respects.

The Provider shall deliver the Service pursuant to the Contract between the following dates: From 1 March 2021 to 28 February 2022 ("the Contract Period"). The Service shall be carried out in accordance with the schedule set out in 'Service Aims and Description' below.

Nothing contained in this Specification absolves the Provider from complying with any legislative standards, practices or such like applicable to the performance of the Contract. In delivering the Service the Provider shall be required, as a minimum, to comply with all applicable legislation irrespective of whether such requirements are expressly referred to in the Specification or the Conditions of Contract.

#### **Service Aims and Description**

Where a person applies for housing assistance ("**the Applicant**") and there is reason to believe that the person may be homeless or threatened with homelessness, the Authority is obliged by Section 184 of the Housing Act 1996 ("s184"), as amended, to make such enquiries as are necessary to satisfy themselves as to whether, and if so what, duty that person is owed. The Authority is further obliged to notify that person in writing of the decision and the reasons for it.

Under the Authority's Scheme of Delegation, these duties are performed by the Housing Service. As a result of limited internal capacity, the Authority is experiencing a backlog of decisions under s184 and is looking to contract out a service to address this backlog up to the maximum value of the contract. As part of the Service the Provider will discharge the Authority's duty under s184.

The Authority will provide access to electronic Housing systems necessary to carry out the Service. The Provider will access cases remotely through direct access to the Authority's housing systems.

The Provider will make necessary enquires to be satisfied under s184 as to what, if any, duties are owed.

The Provider will liaise directly with the Applicant to keep them abreast of developments of their decision.

The Provider will draft a written and fully reasoned decision on a Redbridge letter template in every case that a full housing duty under Section 193 of the Housing Act 1996, as amended, is not to be accepted. For all other cases a written decision and summary of decision will be provided. Once an investigation and decision letter is completed, the Provider will seek approval from the Authority to issue the decision to the Applicant. The Authority reserves the right to withdraw a case from the Provider and issue a decision itself.

The Provider will make referrals as necessary to support households (e.g. social services).

The Provider must ensure that the first homelessness decisions are issued within 33 working days of the cases being referred to the Provider. The Provider will complete at least 15 decisions each week from the week following the date the first decisions are due. The Provider will prioritise cases according to the Authority's instructions.

In exceptional cases where further enquiries are necessary and the Provider cannot reasonably complete the homelessness decision within the time frame agreed due to waiting for further information from a third party, the Provider shall make a request to the Authority setting out the extension required and reasons for the same.

The Provider will ensure that all cases notes and case documents are recorded on the appropriate housing systems as directed by the Authority. The Provider will ensure that the outcome of the decision is recorded on the appropriate housing system as well as any other sections of the database as directed by the Authority. Any physical documents will thereafter be securely destroyed as soon as possible and no later than within three months.

The Provider shall provide sufficient staff resource to meet the demands of the Service. The Provider shall provide appropriate management oversight of staff to ensure effective performance of the Service.

The Provider shall ensure that all its staff provide a friendly and professional customer service.

The Service shall be subject to regular review and amendment throughout the Contract Period as required. The Provider shall be flexible in implementing any changes to the Service delivery as a result of these reviews and amendments, particularly, but not exclusively, in relation to amendments arising as a result of any statutory changes that come into force during the Contract Period.

## **Staffing and Personnel**

The Provider shall ensure and be able to demonstrate that they and their staff delivering the Service have the appropriate competence and experience to undertake the Service delivered under this Contract. The minimum requirement/s are:

*Expert knowledge of all relevant legislation, relevant case law and relevant guidance*

*A minimum of one (1) year experience of homelessness decision making and casework*

The Provider shall ensure that a minimum of three (3) staff are present to deliver the Service outlined in this Specification.

The Contractor shall carry out all eligible works through its own employees or approved sub-contractors. The Contractor shall not sub-contract any works without prior written approval from the Authorised Officer.

## **Health and Safety Requirements**

The Provider shall at all times take all precautions as necessary to protect the health and safety of all persons associated with the performance of the Service and will have in place Health and Safety Policy and procedures in respect of the provision of the Service. Copies of these documents shall be provided to the Authority at request.

The Provider shall notify the Authority immediately in the event of any incident occurring in the performance of the Service which causes any personal injury, breach of the peace or damage to property.

## **Liability and Insurance**

The Provider at all times shall have the following minimum levels of insurance in place to deliver the Service:

Employer's liability insurance in the sum of five million pounds (£5,000,000) per incident or claim;

Public liability insurance in the sum of five million pounds (£5,000,000) per occurrence with financial loss extension;

Professional indemnity insurance in the sum of two million pounds (£2,000,000) in the aggregate per annum for the duration of the Contract and for six (6) years after expiry or termination of the Contract.

The Provider shall produce on request copies of all insurance policies referred to in this section to the Authority's representative.

## **Safeguarding**

The Provider shall have in place appropriate safeguarding procedures to ensure those attending/ receiving the Service are not put at risk. This shall require all employees delivering the Service to have current DBS checks in compliance with the Contract.

## **Information Governance**

The Provider shall handle and process all data strictly in accordance with the Data Protection Legislation and the requirements detailed in the Conditions of Contract. Any failure to comply with the stipulated data requirements shall be treated by the Authority as a material breach of the Contract.

## **Complaints**

Where the Authority is dissatisfied with the standard of the Service or receives a complaint from an Applicant as to the manner in which the Provider has carried out the Service or about any other matter connected with the performance of the Contract, then the authorised representatives of the Parties shall meet with a view to investigating and resolving the issue.

Where the parties agree upon a course of action to resolve the complaint the Provider's representative shall ensure that the course of action is implemented within 14 days (or such other period as may be agreed between the parties).

If the parties are unable to agree upon a course of action to resolve the complaint the matter shall be referred to dispute resolution in accordance the latest version of the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

If the Parties do not agree on a mediator, then either one of the Parties may request CEDR to appoint one.

## **Contract Management**

The Provider shall notify the Authorised Officer in writing, at the commencement of the Contract, of the names, addresses and telephone numbers (both office and mobile where applicable) and electronic address of the Contract Manager assigned to the Contract and any assistant or deputy Contract Managers who will assist and deputise for the Contract Manager. The Provider shall also immediately notify the Authorised Officer of any changes to the above.

The Provider shall provide whatever form of management information the Authority may reasonably require in order to ensure that the Contract is being adhered to. This information shall be provided daily, weekly, monthly or at any other frequency required by the Authority.

The Provider shall maintain at its own expense whatever records are necessary to enable the Service to be performed. The Provider shall permit the Authorised Officer free access to

these records, which the Authorised Officer shall treat as confidential unless the records indicate any omission or default by the Provider in respect of any aspect of the performance of the Service.

The Provider shall meet with the Authorised Officer, or person delegated by the Authorising Officer, at least once a quarter for a Service review and progress assessment according to achieving the outputs and outcomes of this Specification. The purpose of these review meetings is to establish the Provider's compliance with the terms and conditions of the Specification and the Contract more generally; and to provide an opportunity for discussion of any issues relating to the performance of the Service. The frequency of these meetings shall be subject to review and may be amended as appropriate as the Service develops.

The following outputs and outcomes will be monitored monthly and reviewed at quarterly service review and progress assessment:

- 15 section 184 homelessness decision letters prepared ready to be authorised each week
- All cases are recorded on the HOPE homelessness system as instructed by the Authority and in compliance with H-CLIC data return requirements
- The % of cases that result in the Authority accepting a homelessness duty will be monitored and whilst no target is set for this, if the rate is above 55% the reasons for this will be explored to ensure robust decision making is taking place

### **Performance Monitoring and Reporting**

The Authority shall carry out monitoring and evaluation of the Service in collaboration with the Provider to ensure the Service is being provided in accordance with the standards stated in this Specification. The Provider and the Authorised Officer will hold quarterly meetings as set out above. The Council maintains the right to increase or decrease the frequency of these monitoring meetings dependent on performance. The Provider shall inform the Authorised Officer as early as possible of any reasons that may prevent it meeting the above requirements.

The Provider shall provide monitoring reports to the Authorised Officer in an electronic format agreed with the Authority two weeks in advance of each monitoring meeting.

As background information for the monitoring of the contract, the Authority maintains the right to seek views from relevant users and partners through the use of surveys, questionnaires and other such methods without prior notification to the Provider.

The Authorised Officer shall have the right at any time to inspect the documentation related to the Contract and to inspect any associated area of activity forming part of the Contract.

## **Default Procedure**

For the duration of the Contract the Provider shall carry out the Service as specified in a professional manner at all times. Although the Authorised Officer will be reasonable in the monitoring of the Service, repeated failure or serious failure will not be tolerated.

Where the Authorised Officer considers that the Service is not being performed to the required standard, or that the Provider has breached any of its obligations under the Specification, the Authorised Officer shall be entitled, but not required, to issue a Default Notice.

A Default Notice shall detail the nature of the Default in performance for which the Default Notice has been issued, the remedial action required, the number of Default Points (if any) being allocated to the Default and the sum of monies (if any) the Authority will deduct from the Provider as a consequence of the Default.

The Provider shall carry out the remedial work required by any Default Notice:

- Within the timescales (where appropriate) set out within this Specification for the part(s) of the Services under inspection; or
- Where no such timetables are indicated in this Specification, within timescales set by the Authorised Officer at his/her discretion, having due regard to the circumstances in which the Provider will be required to rectify and the extent of the Default which has occurred.

Each item detailed in this Specification may be subject to a Default Notice on each occasion that a breach of conditions or failure in performance take place. For the avoidance of doubt, Default Notices may also be issued in respect of Default on subsequent variations to the Contract.

If the Provider fails to comply with any of the requirements of a Default Notice, the Authorised Officer may issue a further Default Notice in respect of the same Default.

The Provider shall document steps taken to ensure Defaults do not recur.

## **Funding**

The maximum funding available for the Contract is £79,550. The contract will be for 300 decisions.

Payment will be based on a fixed price per decision, as specified in the Contract, that is satisfactorily completed.

## **Invoicing and Payments**

The Provider shall submit invoices at the end of each quarter, using the Purchase Order previously provided by the Authority, based on the number of decisions issued.

The invoice shall show a breakdown of cases charged for and, if requested by the Authorised Officer, shall include supporting documentation such as to enable the Authority to verify the invoice. All properly submitted and verified invoices will be paid by the Authority within thirty (30) Days following receipt in accordance with the Conditions of Contract.

The Authority shall be entitled to make adjustments to the Provider's invoice in respect of any part of the Service not performed or not performed to the reasonable satisfaction of the Authority.