



**SUBJECT:**           Housing & Communities Medium Term Financial Plan  
**Project Mandate: Joint Housing Solutions Service – Memorandum of Understanding**

**DIRECTORATE:**   Regeneration & Culture

**MEETING:**        Cabinet

**DATE:**             15<sup>th</sup> April 2015

**DIVISION/WARDS AFFECTED:** All Wards

## 1. PURPOSE

- 1.1 To approve the proposed Memorandum of Understanding between the Council and Torfaen County Borough Council to underpin the delivery of the new joint Housing Solutions Service for Monmouthshire and Torfaen. The Memorandum of Understanding supports the implementation of the Housing & Communities Medium Term Financial Plan project, as agreed by Cabinet on 1<sup>st</sup> October 2014.

## 2. RECOMMENDATION

- 2.1 To approve the attached Memorandum of Understanding. **See Appendix 1.**

## 3. KEY ISSUES

- 3.1 Cabinet will recall that the Council, together with Torfaen, has been developing an integrated approach to Housing Options delivery. The main focus of this is a joint approach to homeless prevention, homelessness and the provision of accommodation, particularly the provision of private sector accommodation.
- 3.2 The Council has established an agreed structure, essentially based around new Housing Solutions and Private Sector Housing Teams, for delivering the new service, as approved by Cabinet on 1<sup>st</sup> October 2014. The new structure was implemented on 2<sup>nd</sup> March 2015 and new procedures are being finalised.
- 3.3 The Cabinet will recall the following key features of the new service:

- A single Housing Solutions Service for both councils,
- Delivery through the creation of a new Housing Solutions Team and a Private Sector Housing Team made up of employees from both council's
- The new service is being implemented on a pilot basis for one year
- Services will be delivered through more rationalised processes eg shared IT
- Accommodation resources have been pooled
- The new service is part of the Council's preparation for homeless prevention becoming a statutory duty in April 2015.

#### 3.4 Key successes and benefits of the collaboration to date include:

- Shared out of hours service and furniture storage, delivering cost savings
- A single telephone access point for housing advice
- Introduction of a new advice line for applicants, private landlords and agencies in respect of accommodation and private sector housing
- Pooled accommodation and staffing creating additional flexibility
- Shared IT releasing staffing capacity and delivering cost savings

#### 3.4 As part of the implementation of the new service, a key action was to establish a Memorandum of Understanding between the Council and Torfaen County Borough Council. The aim of the document is to:

- Clarify the extent of the arrangement and the nature of relationships
- Mitigate against dispute resolution and provide a framework of indemnity
- Detail the arrangements of accessing Torfaen's Abritas IT system.
- Agree collaboration principles in relation to performance and monitoring

## 4 REASONS:

- #### 4.1
- The project contributes towards the Council's Medium Term Financial Plan. It also helps to prepare for the impending duty to prevent homelessness in April 2015 arising from the Housing (Wales) Act 2014. Key requirements include the ensuring the provision of 'reasonable steps' to prevent anyone becoming homeless within 56 days and the power to discharge duty using private housing. A key purpose of the legislation is better and more targeted prevention and fewer households experiencing the trauma of homelessness.

**5. RESOURCE IMPLICATIONS:**

- 5.1 As part of this agreement, the Council has given notice on the existing housing options IT system and has been provided with access to Torfaen's system. The Council will be recharged £10,000 per annum for this provision. This will provide a net saving of approximately £4,000 per annum. The project as a whole will save £55,000 for last year and the forthcoming 2 years.
- 5.2 There may be some burden and potential costs impacting upon finance staff. This is currently being assessed, but may be a potential consequence.

**6. SUSTAINABLE DEVELOPMENT & EQUALITIES IMPLICATIONS**

- 6.1 No implications have been identified in respect of this proposal. The Equalities Impact Screening is appended to this report. See **Appendix 2**

**7. SAFEGUARDING IMPLICATIONS**

- 7.1 There are no safeguarding implications with regards to this proposal.

- 8. CONSULTEES:** Cabinet; Senior Leadership Team; Chair Adults Select Committee; Head of Housing – Torfaen County Borough Council.

- 9. BACKGROUND PAPERS:** 'Delivering a Combined Housing Solutions Service for Monmouthshire & Torfaen' Reports No.1 & No.2 - Andy Gale, Housing Consultant, November 2013 and February 2014

- 10. AUTHOR:** Ian Bakewell, Housing & Communities Manager

**11. CONTACT DETAILS:**

Tel: 01633 644479 E-mail: [ianbakewell@monmouthshire.gov.uk](mailto:ianbakewell@monmouthshire.gov.uk)

DATED.....2015

**BETWEEN**

**TORFAEN COUNTY BOROUGH COUNCIL**

**AND**

**MONMOUTHSHIRE COUNTY COUNCIL**

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**AGREEMENT  
FOR THE DELIVERY OF A JOINT HOUSING  
SOLUTIONS SERVICE FOR TORFAEN AND  
MONMOUTHSHIRE**

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**THIS AGREEMENT** is made on the 1<sup>st</sup> March, 2015.

**BETWEEN**

- 1) **TORFAEN COUNTY BOROUGH COUNCIL** of the Civic Centre, Pontypool, Torfaen NP4 6YB (“Torfaen”) and
- 2) **MONMOUTHSHIRE COUNTY COUNCIL** of Rhadyr, Usk, Monmouthshire, NP15 1GA (“Monmouthshire”)(hereinafter each referred to as a “Party” and together referred to as “the Parties”)

**WHEREAS**

- (1) The Parties are Principal Councils established by the Local Government (Wales) Act 1994 (“the 1994 Act”) and are local authorities for the purposes of the Local Government Act 1972 (“the 1972 Act”) and the Local Authorities (Goods and Services) Act 1970.
- (2) This agreement is to make provision to establish and deliver a Joint Housing Solutions Service for and on behalf of the Parties whereby staff retain terms and conditions of employment respective to the employing Parties. (No TUPE applies).
- (3) This Agreement is made pursuant to S.101 of the Local Government Act 1972
- (4) The Parties have each passed the necessary resolutions for the purposes of entering into this Agreement.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

## **Definitions**

In this Agreement the following words and expressions shall have the meanings hereby assigned to them, save where the context otherwise requires:

" <u>Arrangements</u> "	means the arrangements described in this Agreement for the establishment of the Joint Housing Solutions Service
"Chief Executives"	shall mean the Chief Executives, or Heads of Paid Service for the time being of the Parties or such other persons as they may nominate to act on their behalf from time to time
"Commencement Date"	agreed by the Parties as the 1 <sup>st</sup> March 2015, and shall continue for a period of 12 months, subject to review and termination period as per Clause 6.2.
"Contract/Agreement"	means this Contract/Agreement entered into between Torfaen and Monmouthshire for the provision of a Joint Housing Solutions Service, and includes any Appendices and Schedules annexed hereto.
"Torfaen Staff"	means staff employed by Torfaen County Borough Council to undertake the duties of their role within the Housing Department of

Torfaen County Borough Council prior to the commencement date of this agreement.

“Monmouthshire Staff” means staff employed by Monmouthshire to undertake the duties of their role within the Housing & Communities of Monmouthshire County Council prior to the commencement date of this agreement.

“Joint Housing Solutions Service” means the joint Service that incorporates staff from each of the parties who provide housing, homeless prevention and homelessness advice and assistance, and related administration and support services to the Parties.

“The Service(s)” means the provision of a Housing Solutions Service to the parties as detailed in Schedule 1 of this Agreement

## **1. Interpretation**

- 1.1 The masculine includes the feminine and in the case of a corporation the indefinite article and words importing the singular also include the plural and vice versa where the context requires.
- 1.2 Any reference to any statutory provision shall include a reference to any modification, amendment or re-enactment thereof.
- 1.3 The headings and marginal notes in this Agreement shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or of the Agreement.

**2. Agreement**

The Parties agree that they will implement a Joint Housing Solutions Service to be provided by Torfaen Staff and Monmouthshire Staff as described in this Agreement and the Schedules annexed hereto.

**3. Commencement**

This Agreement will commence on the Commencement Date and shall continue thereafter unless terminated in accordance with Clause 6.

**4. Indemnity**

5.1 Each Party (the indemnifying party) shall indemnify and keep indemnified the other party against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence) default or breach of contract to the extent that such actions, proceedings, costs, claims, demands, liabilities, losses and expenses arise as a result of the actions or omissions of the indemnifying party.

**6. Termination**

6.1 This Agreement may be terminated immediately where;

6.1.1 One Party commits a material breach of any of its obligations hereunder which is not capable of remedy; or

6.1.2 One Party commits a material breach of any of its obligations hereunder which is capable of remedy but has not been remedied within 60 days after receipt of written notice of the breach from the other Party,

6.2 This Agreement may be terminated by either party giving to the other at least 6 months notice



## **7. Complaints**

- 7.1 To the extent permitted by law, Service User complaints relating to the Arrangements will be dealt with as follows:
- 7.2 Complaints regarding any service provided by (or the responsibility of) Torfaen shall be dealt with in accordance with Torfaen's corporate complaints procedure.
- 7.3 Complaints regarding any service provided by (or the responsibility of) Monmouthshire shall be dealt with in accordance with Monmouthshire's corporate complaints procedure.

## **8. Dispute Resolution**

- 8.1 The Parties will use their best endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or in connection with this Agreement. The Parties will attempt to resolve any difficulties through negotiation at an early stage, and each will make themselves available at reasonable notice to discuss the issues under dispute.
- 8.2 In the event that any such dispute or difference cannot be settled within 28 days through ordinary negotiations by the responsible managers of the Parties the dispute shall be referred to the Chief Executives of the Parties or their designated representatives, who will meet in good faith to try and resolve the dispute or difference.
- 8.3 If after 28 days (or such longer period as the parties may agree) the dispute or difference has not been resolved then either of the parties may give notice that it wishes to attempt to settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure 2001"the

Model Procedure”) or such later edition as may be in force from time to time.

- 8.4 If the Parties do not agree on the identity of the Mediator then either party may require that CEDR appoint one.
- 8.5 The Model Procedure shall be amended to take account of any relevant positions of this Agreement or any other agreement that the parties may enter into or in relation to the conduct of the mediation.
- 8.6 The Parties shall use their best endeavours to ensure that the Mediation starts within twenty working days of the service of the notice of mediation and to pay the mediator’s fees in equal shares.
- 8.7 Any agreement reached by the Parties as a result of mediation shall be binding on the Parties, as set out in the Model Procedure, but if the dispute has not been settled by mediation within 10 working days of the mediation starting then any of the Parties may commence litigation proceedings (but not before then).
- 8.8 None of the Parties shall be precluded by Clause 8.7 from taking such steps in relation to Court proceedings as they may deem necessary or desirable to protect their position, including but not limited to, issuing or otherwise pursuing proceedings to prevent limitation periods from expiring and applying for interim relief.

## 9. **Statutory Requirements**

- 9.1 The Parties shall in all matters arising in the performance of this Agreement and comply with all relevant Acts of Parliament and with all Orders Regulations Byelaws and European Directives and shall indemnify each other accordingly.

10. **Rights Reserved**

10.1 Nothing contained in or implied by this Agreement shall prejudice or affect the rights and obligations of the Parties in exercise of their statutory functions as local social services authorities and all such rights and obligations are hereby expressly reserved.

11. **Assignment and Sub-Contracting**

11.1 The Parties shall not be entitled to assign transfer charge or sub-contract or purport to assign transfer charge or sub-contract this Agreement or any of their rights and obligations hereunder or any part thereof.

12. **Contracts (Rights of Third Parties) Act 1999**

12.1 The Parties do not intend that the provisions of this Agreement may be enforced by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

13. **Severance**

13.1 If any provision of this Agreement shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable in any way, such unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.

14. **Waiver**

14.1 Failure by any of the Parties at any time to enforce any of the provisions of this Agreement or to require the performance by any of the other Parties of any of the provisions of this Agreement shall not be construed as a waiver of any such provision and shall not affect the validity of the Agreement or any part thereof or the right to that party to

enforce any provision in accordance with its terms.

15. **Entire Agreement**

15.1 This Agreement embodies the entire understanding of the Parties in respect of the matters contained or referred to herein and supersedes all prior arrangements agreements or undertakings between the parties.

16. **Variation**

No addition to or modification or variation of any provision of this Agreement shall be binding upon the Parties unless made by a written instrument signed by a duly authorised representative of each of the Parties.

17. **Notices**

17.1 Any notice given under this Agreement shall be in writing and may be served personally, by registered or recorded delivery mail, by telex or facsimile transmission (the latter confirmed by telex or post) or by any other means which the Parties specify by notice to the other.

17.2 The address for service of the Parties shall be those given above..

17.3 Such notice shall be deemed to have been served:-

17.3.1 If it was served in person, at the time of service;

17.3.2 If it was served by first class post, 48 hours after it was posted,

17.3.3 If it was served by telex or facsimile transmission, at the time of transmission.

18. **Law and Jurisdiction**

18.1 This Agreement shall be governed and construed in accordance with the laws of England and Wales and the Parties consent to the

exclusive jurisdiction of the English and Welsh Courts in all matters regarding this Agreement.

19. **Counterpart Execution**

19.1 This Agreement may be executed by the Parties on separate counterparts but shall not be effective until each of the Parties has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement but both of the counterparts shall together constitute one and the same Agreement.

20. **Governance, Monitoring, Review and Reporting**

20.1 The Joint Housing Solutions Service shall be responsible for reporting to the Parties on a monthly and annual basis in accordance with the service specifications set out in Schedule 1 - 3. It will be the responsibility of each partner organisation to ensure appropriate performance reporting and scrutiny takes place within their authorities at both officer and member level. The Joint Housing Solutions service will support all requests in relation to performance and scrutiny activity.

20.2 The Chief Executives of the Parties or their delegated representatives shall meet on a regular basis (at least quarterly) to review the compliance of the service with this agreement and the service standards and specification set out in Schedules 1 - 3.

21. **Freedom of Informati**

21.1 Each Party acknowledges that the other Party is subject to the

requirements of the FOIA and the Environmental Information Regulations 2004 and each Party shall assist and cooperate with the other (at their own expense) to enable the other Party to comply with these Information disclosure obligations.

21.2 Where a Party receives a Request for Information in relation to Information which it is holding on behalf of the other Party, it shall (and shall procure that its sub-contractors shall):-

(a) transfer the Request for Information to the other Party as soon as practicable after receipt and in any event within [two] Working Days of receiving a Request for Information;

(b) provide the other Party with a copy of all Information in its possession or power in the form that the other Party requires within [five] Working Days.

(c) provide all necessary assistance as reasonably requested by the other Party to enable the other Party to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA [or regulation 5 of the Environmental Information Regulations].

21.3 Where a Party receives a Request for Information which relates to this Agreement , it shall inform the other Party of the Request for Information as soon as practicable after receipt and in any event within [two] Working Days of receiving a Request for

21.4 If either Party determines that Information (including Confidential Information) must be disclosed pursuant to Clause 21.3, it shall notify the other Party of that decision at least [two] Working Days before disclosure.

21.5 Each Party shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information:-

(a) is exempt from disclosure under the FOIA or the Environmental Information Regulations;

(b) is to be disclosed in response to a Request for Information.

21.6 Each Party acknowledges that the other Party may, acting in accordance with the Department for Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000", be obliged under the FOIA or the Environmental Information Regulations to disclose Information:-

(a) without consulting with the other Party, or

(b) following consultation with the other Party and having taken its views into account.

21.7 Each Party acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the other Party may nevertheless be obliged to disclose Confidential Information in accordance with Clause 21.6.

## **22. Financial Services Support**

22.1 Each authority will act as lead for the management and administration of its own respective budget(s) allocated to the provision of the Service as outlined in Schedule 3.

22.2 Where a single shared budget exists, the respective hosting party will manage and administer.

**THE COMMON SEAL of TORFAEN  
COUNTY BOROUGH COUNCIL**

was hereunto affixed in the presence of:

**Authorised Officer** .....

**THE COMMON SEAL of MONMOUTHSHIRE  
COUNTY COUNCIL**

was hereunto affixed  
in the presence of:

**Authorised Officer** .....

**SCHEDULE 1**

**SERVICES TO BE PROVIDED BY THE JOINT HOUSING SOLUTIONS  
SERVICE**



Each Local Authority has a statutory duty to provide housing advice and assistance to households in housing need. Through the Joint Housing Solutions service, an integrated service across both Torfaen and Monmouthshire will be offered. The benefits of this approach are a combination of skills and resources, which will place both Local Authorities in a much better position for meeting the demands of the new housing and homeless duties as per the Housing (Wales) Act 2014 that will be enacted in Wales from late April 2015. Both Councils have already approved this approach and the development of a joint Housing Solutions Memorandum of Understanding.

## 1. MAIN REQUIREMENTS

	The Joint Housing Solutions Service will function in compliance with all relevant Council policies and codes of practice
	The Joint Housing Solutions Service will ensure the timely observance of all new and amended legislation and of changes to relevant Council policies and codes during the period of the agreement
	The Joint Housing Solutions Service will comply with the local government new obligations as a result of the Homes (Wales) Act 2014, Part 2 regarding the prevention of homelessness, as applicable.
1.	To be able to respond fully to the new Welsh Government 'Preventing Homeless' duty without any increase in costs to either local authority.
2.	The service will operate, as with any business, by adhering to a strict budget and able to deliver an excellent customer service.
3.	The service would be business-like but not a business
4.	Innovation and cultural change would be critical to its success. Accountability will remain to the local authority but the service should reach out to the voluntary sector and business to guide its development through an advisory group/board providing direction.
5.	The service will be independently branded of both Authorities
6.	Have scope for additional services to be added in at in the future

## 2. SERVICE DELIVERY

THE COMBIINED HOUSING SOLUTIONS SERVICE WILL FALL INTO 2 DISTINCT TEAMS:

- HOUSING SOLUTIONS TEAM
- PRIVATE SECTOR HOUSING TEAM

**HOUSING SOLUTIONS TEAM**

The Housing Solutions Team will have responsibility for the provision of comprehensive housing advice and ensuring that all reasonable steps are taken in the prevention of homelessness and assisting those households to which the authority owes a full duty under homelessness legislation. An emergency out of hours service will also be delivered for homeless households requiring assistance outside of normal working hours.

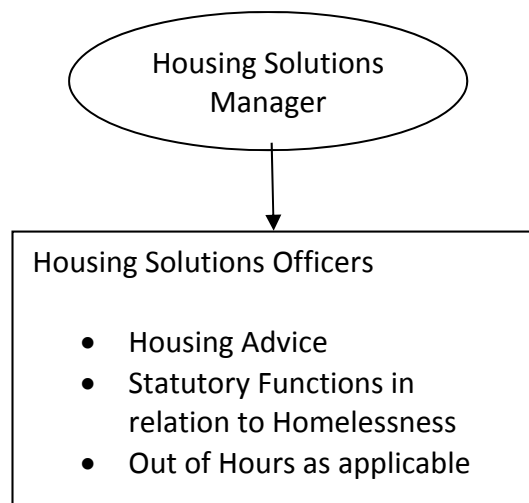
To ensure a multi-agency approach the service will have an active involvement in MAPPA and MARAC and, by working with various partner organisations, both internal and external, the service will provide a range of homelessness services to deliver the prevention agenda.

The team will build upon existing business processes and systems of working to ensure a strong customer focus through the effective monitoring, review and evaluation of the services provided, complying with best practice, relevant codes of professional practice and standards of the principles of equality of opportunity.

The team will ensure that both authorities are compliant with Housing and Homeless Law and that the service is ready for the changes being introduced through the implementation of the Housing Wales Bill. The combined service will use the Abris software system to ensure that Performance and Monitoring Systems are accurate and that the authorities can produce robust performance data to meet Welsh Government requirements and report on National Strategic Indicators.

Where necessary, the Housing Solutions Team will support the Community Covenant, signed by both Council's eg encourage support for the armed forces community working and residing in both Counties.

**Structure**



## PRIVATE SECTOR HOUSING TEAM

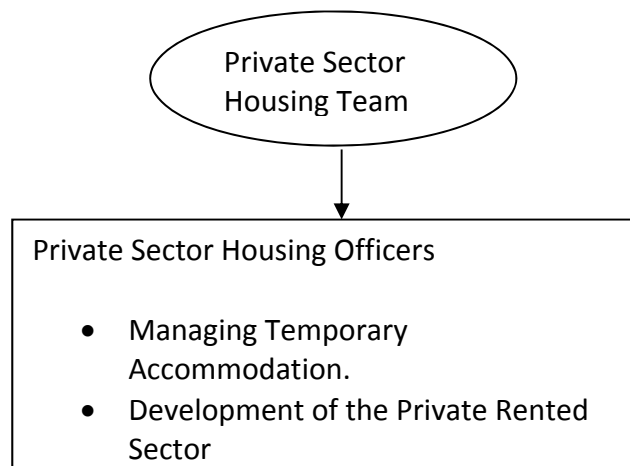
The Private Sector Housing Team will deal primarily with the allocation and management of private sector accommodation across both Torfaen and Monmouthshire, including temporary accommodation for homelessness, hostel accommodation and shared housing.

The team will lead on the development of the private rented sector as a housing solution of choice for residents, ensuring that the availability of good quality accommodation in this sector is increased across both boroughs and establishing good relationships with bond schemes and credit unions to improve access to the sector. As part of the Council's approach to preventing homelessness, the team will be responsible for identifying private rented accommodation that can be utilised to discharge the local authority's duty in relation to homelessness, to develop single person accommodation and continually review and monitor stock to ensure sufficient supply to meet statutory duties across both boroughs.

The team will take an active role in developing positive relationships with private sector landlords, developing a range of incentives and schemes to encourage and support landlords to provide a better service, whilst also working closely with colleagues across the two Council's, in particular environmental health, to ensure improved quality standards in the sector.

The team will be responsible for maintaining a detailed understanding of the private sector housing market in both boroughs, to contribute to the work of the Torfaen and Monmouthshire Landlord Hub and to maintain a comprehensive database of landlords in both counties.

### Structure



## SCHEDULE 2

### PERFORMANCE and MONITORING

The performance of the Joint Housing Solutions Service will be monitored through joint governance arrangements. The development and implementation of suitable, business functions including budget, IT and performance systems and infrastructures will be recorded and monitored closely to ensure that risks are mitigated and accountability is clear.

The following Collaboration principles will be adopted and followed:

***Better outcomes for service users (Effectiveness)*** resulting from:

- Housing Services sharing what works in service delivery and learning from successful innovation, resulting in effective services for citizens.
- Bringing together the joint Housing Teams, which will increase capacity and promote the sharing of knowledge and expertise amongst staff across both local authority areas.
- ***Customer engagement and satisfaction levels that demonstrate effective and efficient service delivery and reflect services are making a difference and/or having a positive impact***

● ***Reduced cost of Service Provision (Economy)*** resulting from:

- Streamlining management structures for the delivery of services.
- Innovative governance that supports the modernisation agenda and growth of front line services.
- Offering services that individually would be more costly to provide, resulting in a more efficient services for citizens.

● ***Better use of existing resources (Efficiency)*** resulting from:

- Services being delivered, commissioned or procured together and realising savings as a result of introducing more efficient delivery models and economies of scale.
- Redesigning services drawing on each authority's strengths.
- Staff time saved from duplication of tasks across local authority areas.

● ***Improved access, range and availability of services (Promoting Equality)*** resulting from:

- Services sharing what works in service delivery and learning from successful innovation.
- Innovative governance that supports the modernisation agenda and growth of front line services.
- Offering services that individually would be too costly to provide, resulting in a wider range of services for citizens and their diverse needs.
- Redesigning services to ensure that the customer is at the heart of service planning, design and delivery.

Key performance and monitoring information that will be recorded, monitored and reported on include:

- WHO12 Performance Indicators
- Local Service Board(s)
- Corporate Plan(s)
- Service Improvement Plan(s)
- WG Grant funding (e.g. Homes (Wales) Act 2014 National Grant, Section 180 Grant)
- Private Sector Housing Leasing Schemes/Hostels/Shared Housing
- Customer satisfaction levels that demonstrate effective and efficient service delivery
- Efficiency savings as per respective budget pressures
- Income generation as per respective budgets
- Common resource, service and procedural activities and investment (e.g. ICT, MAPPA, MARAC, external contracts)
- Implementation of consistent recognised good practice
- Void rates of LA owned and private rented temporary accommodation stock
- Access rates to private rented sector accommodation and associated services and products
- Levels of homelessness reviews appeals
- Private sector landlord engagement

The Abrisas software system is also made available to MCC for the purposes of providing ICT functionality that records data pertinent to Welsh Government and other performance requirements relative to the delivery of the joint Housing Solutions service to be recharged as per Schedule 3.

**SCHEDULE 3****FINANCIAL SERVICES SUPPORT**

Each authority will act as lead for the management and administration of its own respective budget(s) allocated to the provision of the Service as outlined in Schedule 3. Where a single shared budget exists, the respective hosting party will manage and administer.

Each Council is aware that both authorities may have financial targets to achieve. Both Council's will work in partnership to support the other Council to achieve any applicable targets

For the purposes of a delivering a single shared Housing Solutions IT functionality, TCBC will allow Monmouthshire CC Housing Services use of the Abris software system to record and monitor Advice & Prevention, Homelessness and Temporary Accommodation cases, which will include the following:

Access to the Abris system for the use of the following modules:

- Property Register
- Households
- Advice & Prevention
- Homelessness Register
- Temporary Accommodation
- Reports

TCBC Housing Service will provide System Administration Support to include:

- System Security
  - Adding/editing/deleting users and ensuring they have correct access to the system
  - Changing passwords when required
- Assist in creating and running required reports
- Assist in resolving any problems that may arise with the system

TCBC recognise and acknowledge that Monmouthshire related data belongs to Monmouthshire County Council and will remain the ownership of Monmouthshire County Council. In the eventuality of the ending of this agreement, TCBC will allow the release of Monmouthshire County Council owned data for transfer by Monmouthshire County Council to an alternative system

This will be recharged on an annual basis and be subject to annual review, with an initial recharge of £10,000.

## The “Equality Initial Challenge”

Name: Service area: Housing & Communities Date completed: 24 <sup>th</sup> October 2014		Please give a <b>brief description</b> of what you are aiming to do.  1. Restructuring of Housing Options Team as part of the proposal to establish a new Housing Solutions Team with Torfaen CBC 2. Expansion of the Shared Housing & Lodging Scheme 3. On-going reductions of the use of B & B in respect of homelessness 4. Increasing the number of Careline clients through active marketing 5. Flexi-retirement of the Housing Renewal Manager	
Protected characteristic	Potential <b>Negative</b> impact Please give details	Potential <b>Neutral</b> impact Please give details	Potential <b>Positive</b> Impact Please give details
Age		x	
Disability		x	Expansion of Shared Housing will support the provision for disabled people due to increase availability of stock
Marriage + Civil Partnership		x	
Pregnancy and maternity		x	
Race		x	
Religion or Belief		x	
Sex (was Gender)		x	
Sexual Orientation		x	
Transgender		x	
Welsh Language		x	

Please give details about any potential <b>negative Impacts</b> .	How do you propose to <b>MITIGATE</b> these <b>negative impacts</b>
➤ None	➤
➤	➤
➤	➤
➤	➤

**Signed** Ian Bakewell    **Designation:** Housing & Communities Manager    **Dated** 24<sup>th</sup> October 2014



## EQUALITY IMPACT ASSESSMENT FORM

What are you impact assessing	Service area
1. Restructuring of Housing Options Team as part of establish a new Housing Solutions Team with Torfaen CBC 2. Expansion of the Shared Housing & Lodging Scheme 3. On-going reductions of the use of B & B in respect of homelessness 4. Increasing the number of Careline clients through active marketing 5. Flexi-retirement of the Housing Renewal Manager	Housing & Community Services
Policy author / service lead	Name of assessor and date
Ian Bakewell	Ian Bakewell – 24 <sup>th</sup> October 2014

### 1. What are you proposing to do?

- In order to deliver Housing Option Services jointly with TCBC it is necessary to restructure the Housing Options Team. A new combined structure has been established with Torfaen CBC. This has provided advantages in terms of additional resilience and capacity. Part of the re-structure is to delete the Senior Housing Options Officer post and create a Housing Support Officer to strengthen the prevention focus. This releases salary savings of £13,334.
- The intention is to increase the current number of Shared Housing units from 21 to 38 to support homeless prevention. This will generate additional income of £20,000
- The expansion of the Shared Housing Scheme will reduce the need to provide B & B releasing £6,522
- Careline will continue to be actively and commercially marketed to encourage take-up and generate additional income.
- It is proposed to support the flexi retirement request from the Housing Renewal Manager. The post-holder's hours will reduce to 0.8 wte. This request can be facilitated due to previous steps taken to introduce more efficient working methods.

2. Are your proposals going to affect any people or groups of people with protected characteristics in a **negative** way? If **YES** please tick appropriate boxes below.

Age		Race	
Disability		Religion or Belief	
Gender reassignment		Sex	
Marriage or civil partnership		Sexual Orientation	
Pregnancy and maternity		Welsh Language	

3. Please give details of the negative impact

No impact

4. Did you take any actions to mitigate your proposal? Please give details below including any consultation or engagement.

No specific action taken as not necessary.

Staff engagement has been and continues to be a key component to the development of the joint Housing Solutions Service service and has commenced already through the circulation of proposal reports to staff and staff meetings to discuss with staff. The Union and Personnel have and will continue to be engaged in the development of this proposal

5. Please list the data that has been used to develop this proposal? eg Household survey data, Welsh Govt data, ONS data, MCC service user data, Staff personnel data etc..

Homelessness and prevention related statistics

**Signed** Ian Bakewell

**Designation** Housing & Communities Manager

**Dated** 24<sup>th</sup> October 2014

### The “Sustainability Challenge”

<b>Name of the Officer</b> completing “the Sustainability challenge”  Ian Bakewell		Please give a <b>brief description</b> of the <b>aims</b> proposed policy or service reconfiguration  Integrated delivery of Housing Option Services with TCBC	
<b>Name</b> of the Division or service area  Housing & Communities		<b>Date</b> “Challenge” form completed  23 <sup>rd</sup> October 2013	
Aspect of sustainability affected	<b>Negative impact</b>  <b>Please give details</b>	Neutral impact  <b>Please give details</b>	<b>Positive Impact</b>  <b>Please give details</b>
<b>PEOPLE</b>			
Ensure that more people have access to healthy food		X	
Improve housing quality and provision			X  The aim is to prevent more homelessness and help reduce the use of B & B
Reduce ill health and improve healthcare			X

provision			The aim is to prevent more homelessness and help reduce the use of B & B
Promote independence		X	
Encourage community participation/action and voluntary work		x	
Targets socially excluded			X Proposal will benefit many households, particularly vulnerable, who are often excluded for a variety of reasons
Help reduce crime and fear of crime		x	
Improve access to education and training			X The proposal will target households with homelessness and threatened with homelessness and link them with opportunities
Have a positive impact on people and places in other countries		x	
<b>PLANET</b>		x	
Reduce, reuse and recycle		x	

waste and water			
Reduce carbon dioxide emissions			X Through being a more telephoned based service, there will be a positive impact on staff travelling
Prevent or reduce pollution of the air, land and water			X As above
Protect or enhance wildlife habitats (e.g. trees, hedgerows, open spaces)		x	
Protect or enhance visual appearance of environment		x	
<b>PROFIT</b>		x	
Protect local shops and services		x	
Link local production with local consumption		x	
Improve environmental awareness of local businesses		x	
Increase employment for local people		x	
Preserve and enhance local identity and culture		x	

Consider ethical purchasing issues, such as Fairtrade, sustainable timber (FSC logo) etc		x	
Increase and improve access to leisure, recreation or cultural facilities		x	

What are the potential negative Impacts	Ideas as to how we can look to <b>MITIGATE</b> the <b>negative impacts</b> (include any reasonable adjustments)
➤	➤
➤	➤
➤	➤
➤	➤

## The next steps

- If you have assessed the proposal/s as having a **positive impact please give full details** below

The next step is to implement this proposal and establish the new Housing Solutions Service for Monmouthshire and Torfaen and create the two new integrated teams – Housing Solutions Team and Private Sector Housing Team.

On completion of this, key next steps will include: Rationalise and streamline business processes and procedures; Develop a memorandum of understanding; Establish an alternative branding for the new service; Consideration to establishing an advisory board; establishing a mechanism for engaging and involving service users; and an interim evaluation of the pilot before the end of March 2015 and a final review and evaluation by November 2015.

do to

N/A

**Signed** Ian Bakewell

**Dated** 1<sup>st</sup> September 2014



