

**Service Level Agreement (SLA)
Delivery of Homelessness Service by Angus Health and Social Care Partnership on Behalf of
Housing**

Commencement Date 1 April 2023

1. Definitions

1.1. General Fund

General Fund services cover all of the Council's services except for Council Housing provision which comes under the Housing Revenue Account. General Fund services are funded by government grants, fees, and charges for the use of services and Council Tax.

1.2. Homelessness Housing Support Service

Services which help homeless or formally homeless people to live as independently as possible in the community. These services can be provided in individuals' homes, or in temporary accommodation.

1.3. Homelessness Service

Service provided to people who are, or are at risk of becoming, homeless in order to prevent and assess homelessness as per the statutory duties placed on local authorities.

1.4. Housing Revenue Account (HRA)

Council Housing is funded entirely from Council House rents. The Housing Revenue Account (HRA) is intended to record expenditure and income on running a council's own housing stock and closely related services or facilities, which are provided primarily for the benefit of the council's own tenants.

1.5. Housing Service

The Council service which oversees the Council's landlord and other strategic and statutory housing functions including the provision of the Homelessness Service.

1.6. Registered Social Landlord (RSLs)

A society or company that does not trade for profit. Their objects or powers must include the provision, construction, improvement, or management of housing accommodation. If a society or company meets these criteria, it will be registered with the Scottish Housing Regulator (formerly Communities Scotland) and become by definition a registered social landlord

1.7. Responsible Officers

The Team Leader, Sustainable Communities (Housing Service) and Team Manager, Homelessness (AHSCP) will have responsibility for operational matters regarding delivery of the Homelessness Service.

1.8. Social Landlord

Landlord who is a public authority (mainly councils) or housing association (registered social landlords or RSLs).

2. Purpose and Scope

- 2.1. This is an Agreement between Angus Council Housing Service (herein referred to as the Housing Service) and Angus Health and Social Care Partnership (herein referred to as AHSCP). It sets out the agreed upon deliverables in relation the delegation of duties in respect to homelessness prevention and assessment from the Director of Vibrant Communities to the Chief Officer of the Angus AHSCP.

3. Exclusions

- 3.1. This Agreement does not cover the provision of a Homeless Housing Support Service for Homeless People by the AHSCP.

4. Duration

- 4.1. This Agreement is valid until 31 March 2026.

5. Obligations

- 5.1. The AHSCP shall deliver a Homelessness Service which ensures the Housing Service can meet its statutory obligations in respect to persons who are homeless or are at risk of homelessness. The legislative framework for homelessness services come primarily from Part II of the Housing (Scotland) Act 1987 (as amended) and the Housing (Scotland) Act 2001 which set out the statutory duties of local authorities in the prevention and assessment of homelessness. A full breakdown of how these duties will be delivered by the AHSCP and the Housing Service under this Agreement is provided in Appendix 1.
- 5.2. The AHSCP shall deliver the Homelessness Service in accordance with the Scottish Government's Statutory Code of Guidance on Homelessness. The code of guidance recognises that while local authorities have discretion to deal with each application on its merits in making decisions under the 1987 Act, failure to have regard to the terms of the guidance may give grounds for judicial review of a local authority's decision. Local authorities have a statutory responsibility to prevent and alleviate homelessness. The Code should be used as a supporting document for staff in carrying out relevant activities and discharging this responsibility and should be seen as a repository of guidance and best practice to cover different scenarios.
- 5.3. As the statutory obligations in respect of homelessness will remain with the Housing Service, all communication between the service and its customers shall remain under the auspices of the Housing Service. This includes but is not limited to letter headings and description of the service provider in policy documents.
- 5.4. The delivery of services connected with the prevention and assessment of homelessness are closely monitored by the Scottish Government. The AHSCP will provide all data required by the Housing Service to satisfy the monthly, quarterly, and annual reporting requirements of the Scottish Government. This includes fixing any errors on individual case files managed by AHSCP to enable full and timely submission of data each quarter.
- 5.5. In addition, as part of the Scottish Social Housing Charter, the Housing Service is required to provide data to the Scottish Housing Regulator which demonstrates it is meeting its statutory

duties in relation to homeless. This data is provided annually as part of its Annual Review of the Charter (ARC) return and the Regulator may engage with the Housing Service over specific issues or concerns throughout the year. The AHSCP will provide all data required by the Housing Service to satisfy these reporting requirements within 5 working days or sooner as required and will attend any meetings with the Regulator upon request.

- 5.6. The Scottish Government has confirmed that a new Housing Bill will be introduced to the Scottish Parliament in 2023 which will introduce a new role for public bodies to 'ask and act' about an individual's housing situation, alongside changes to existing legislation to allow local authorities to take action at an earlier stage. Through this Agreement the AHSCP will have a critical role in the prevention and assessment of homelessness in Angus and will take a lead role in ensuring that information on the forthcoming prevention duty is widely disseminated within the Housing Service, the AHSCP as well as to other public bodies and Registered Social Landlords in Angus.
- 5.7. The Housing Service shall deliver a service which supports the AHSCP to properly discharge its duties in relation to persons found to be homeless. The Housing Service shall also be responsible for the prevention of homelessness for all current tenants under its duties as a Social Landlord.
- 5.8. Appeals against a homelessness assessment will be carried out by the Housing Service in accordance with the Housing (Scotland) Act 1987 (as amended). The Housing Service will ensure that any information relating to how to make an appeal, or the appeals process, is available to customers online and kept up to date.

6. Funding

- 6.1. Funding of homelessness services form part Scottish Government block grant. This funding covers services related to the prevention and assessment of homelessness as well as services to support people experiencing homelessness. From 1 April 2023 the HRA will not receive any funding from the General Fund to support homelessness services.
- 6.2. In 2023/24 the AHSCP will receive an additional £425,000 from the General Fund to deliver the new homelessness service. This will be in addition to the £937,000 funding received for other homelessness and housing support services. The AHSCP will be responsible for ensuring that all its homelessness services can be delivered within budget and for securing additional funding from the General Fund should this be required.
- 6.3. The AHSCP is responsible for ensuring that the global homelessness funding available supports a staffing model to meet its obligations under this Agreement which is sustainable and takes account of any future pay awards. This Agreement does not specify how the AHSCP allocates funding between the Homelessness Service and the Housing Support Service as it is recognised that the delivery of these two services may need to be considered in tandem to ensure they compliment each other and avoid any duplication of resources.
- 6.4. The Housing Service (via the HRA) will continue to manage any funding associated with the Rapid Rehousing Transition Plan unless agreed otherwise by both parties.

7. Staffing

- 7.1. The AHSCP will be responsible for the staffing of the Homelessness Service. It will ensure that staff have the relevant qualifications, skills and experience required to fulfil their role and will

provide adequate training and development to ensure ongoing professional development. All staff will be subject to disclosure checks relevant to their requirements of their role.

7.2. All staff will remain employed by the Council for the duration of the Agreement.

8. Service Standards

8.1. The AHSCP and the Housing Service commit to minimum service standards which are detailed in Appendix 2.

9. Monitoring and Review

9.1. The Homelessness Service can be reviewed jointly by the Housing Service and the AHSCP, by mutual consent. The areas that will form the basis of the monitoring and review are contained in Appendix 2.

10. Disputes

10.1. In the event of a dispute regarding the operational delivery of the Homelessness Service by the Housing Service or the AHSCP, these shall be referred in the first instance to the relevant service leaders and thereafter to the Director for Vibrant Communities, Angus Council, and the Chief Officer, AHSCP.

10.2. In the event of a dispute which relates to this agreement, both parties agree that these shall be adjudicated by the Council's Legal Team unless advice from the Service Leader – Legal and Democratic indicates that independent adjudication is required.

11. Termination

11.1. If at any time either party wishes to terminate the Agreement, it may do so by giving the other party at least three months' written notice.

11.2. Three months prior to the end of this Agreement, the Housing Service will inform the AHSCP in writing whether or not it wishes to renew the agreement at the end of the current contract term.

11.3. If the Housing Service indicates that it wishes to renew the agreement, the AHSCP shall respond in writing within 10 working days to confirm whether or not it also wishes to renew the agreement. If the AHSCP states that it does want to renew the agreement, it shall provide an updated Business Plan which will demonstrate that the AHSCP has continued arrangements in place for staffing and funding the Homelessness Service. The Business Plan will also outline its proposed targets and how it intends to meet or exceed these. The plan will form the basis of negotiation between the parties in respect of coming to a new agreement and making any changes required to the current contractual documentation.

11.4. If either party states in writing that it does not want to continue this Agreement beyond the current term, this Agreement shall lapse at the end of the current term as detailed in Clause 4.

12. Data Protection

A Memorandum of Understanding is already in place which sets out a joint declaration of the principles and processes between Angus Council and Angus Health and Social Care for data protection purposes and the sharing of information between both organisations.

13. General Clauses

13.1. No amendment to this Agreement shall be valid unless it is agreed by both parties and evidenced in writing.

SIGNED: [REDACTED] PRINT NAME: Alison Smith
On behalf of the Housing Service

DESIGNATION: _____ PLACE OF SIGNING: ANGUS HOUSE, FORFAR
DIRECTOR OF VIBRANT COMMUNITIES AND SUSTAINABLE GROWTH

DATE: 20/07/23

SIGNED: [REDACTED] PRINT NAME: Gail M Smith
On behalf of HSCP

DESIGNATION: Chief Officer PLACE OF SIGNING: Angus House, Forfar

DATE: 17/07/2023

Appendix 1: Legislative and Other Duties

Legislation	Section	Activity	Service
Housing (Scotland) Act 1987	28. Inquiry into cases of homelessness or threatened homelessness.	Assessment of homelessness or risk of homelessness	AHSCP
	29. Interim duty to accommodate	Duty to secure temporary accommodation	AHSCP
	30. Notification of decision and reason	Assessment of homelessness or risk of homelessness	AHSCP
	31. Duties to persons found to be homeless	Ongoing case management Monitoring bids/ support to identify suitable housing solutions	AHSCP
	32. Duties to persons found to be threatened with homelessness	Liaising with landlords and First Tier Tribunal	AHSCP
	32B Housing support: persons found to be homeless or threatened with homelessness	Assessment of homelessness or risk of homelessness	AHSCP
	33 Referral of application to another local authority	Assessment of homelessness or risk of homelessness	AHSCP
	34 Duties to persons whose applications are referred	Assessment of homelessness or risk of homelessness	AHSCP
	35 Supplementary provisions	Ongoing case management	AHSCP
	35A Right to request review of decision	Appeals	AC
	35B Procedure on review	Appeals	AC
	36 Protection of property of homeless persons and persons threatened with homelessness	Assessment of homelessness or risk of homelessness	AHSCP
	38 Referral of application to another local authority where local connection exists with more than one authority	Assessment of homelessness or risk of homelessness	AHSCP
Housing (Scotland) Act 2001	1 Homelessness strategies	Local Housing Strategy / Rapid Rehousing Transition Plan	AC
	2 Advice on homelessness etc.	Discussing housing options and advice for customers who are homeless or at risk of homelessness Accessing Rent Deposit Guarantee scheme and prevention fund Applying for DHP for deposits Recording of cases for Prevent 1 etc Income maximisation, support with benefit claims Referrals for support from other agencies Prison protocol – housing options discussion Care leavers protocol - housing	AHSCP

Legislation	Section	Activity	Service
		options discussion	
	5 Duty of registered social landlord to provide accommodation	Ongoing case management Monitoring bids/ support to identify suitable housing solutions	AHSCP
	6 Duty of registered social landlord: further provision	Ongoing case management Monitoring bids/ support to identify suitable housing solutions	AHSCP
	8 Common housing registers	CHR	AC
	92 Assistance for housing purposes	Supported accommodation and Women's Aid	AHSCP
Homelessness (Scotland) Act 2003	11 Notice to local authorities of proceedings for possession and enforcement of standard securities	Section 11's	AHSCP
Housing Support Services (Homelessness) (Scotland) Regulations 2012		Provision of housing support services	AHSCP
Other Prevention Activity		Mediation in respect to parental eviction cases	AHSCP
		Delayed discharge unable to return to accommodation	AHSCP
		Housing options advice for all tenants including medical cases (up to the point of homelessness)	Landlord
		Delayed discharge where able to return with adaptations etc	Landlord
		Parental eviction up to the point of homelessness	Landlord
		Securing accommodation for domestic abuse or MARAC cases*	Landlord
		Providing temporary accommodation	AC
		Managing RDG scheme and prevention fund	AC
		Prison protocol – managing list of accommodation requirements	AC

Appendix 2: Performance Monitoring and Review

1. Overview

- 1.1. The monitoring and review process will be a joint activity between the Housing Service and the AHSCP with the aim of ensuring:
 - all statutory duties are met, including the requirements of any statutory guidance
 - the best service possible to customers, considering the available funding and resources
 - that issues relating to the provision of the Homelessness Service, including areas of joint working, are resolved.
- 1.2. The Housing Service's principal concern is to be satisfied that the Homelessness Service is meeting its statutory duties to the people of Angus who are homeless or threatened with homelessness and that the Homelessness Service is contributing to the aims of the Rapid Rehousing Transition Plan to 'ensure people who experience homelessness reach a settled housing outcome as quickly as possible.' This includes being able to provide mandatory monitoring information to the Scottish Housing Regulator and the Scottish Government.
- 1.3. Key Performance Indicators (KPIs) have been developed in order to satisfy the Housing Service that statutory obligations and minimum service standards are being maintained. The Housing Service recognises that as the Homelessness Service develops it may wish to take other information into account in monitoring the service and present this alongside the agreed upon KPIs in order to demonstrate service improvements.
- 1.4. A fuller explanation of the statutory data requirements is provided in Appendix 3. By way of summary the Housing Service is required to provide data on those who approach the council as homeless and require advice on homelessness and housing options (Prevent). It must record approach reasons and outcomes, and many of these households go on to make a homeless application. As a result of a homeless assessment, further data must be obtained via the HL1, this must include details on current accommodation and personal circumstances. Where the household is homeless or threatened with homelessness, a record of the reason for this and the outcomes must be included. Should the household require temporary accommodation this must also be recorded via the HL2 and HL3. The HL3 looks at the time spent in temporary accommodation and the type of temporary accommodation placement. For all of these returns the Housing Service must provide basic information on the people involved, e.g. age, ethnicity, and household composition. Many of the data sets are cross referenced, for example all those provided with temporary accommodation should have had a homeless assessment carried out.
- 1.5. Both the Housing Service and the AHSCP wish to ensure that the arrangements set out in the Agreement work smoothly, and that improvements to the service to customers can be made wherever possible. A further key element of the review process, therefore, will be to monitor the efficient working of these processes to identify problems and improvements and to act on this wherever possible.

2. Monitoring Meetings

- 2.1. The Responsible Officers from the Housing Service and the AHSCP will meet at least quarterly to review delivery of the Homelessness Service and performance against the KPIs. These monitoring meets will be used to discuss any areas of concern highlighted by either the Housing Service or the AHSCP. They shall also be used to review general trends in homelessness in Angus and other information which may help to plan future service delivery.

3. Key Performance Indicators, Frequency and Targets

3.1. The KPIs are detailed in the table below. Where a KPI is also a statutory indicator for the Annual Return on the Charter, the indicator number is included in the description.

KPIs	Frequency	Target
No of Prevention Approaches	Monthly	
Prevent outcome as a percentage of all outcomes (Remained in Current Home)	Monthly	
Prevent outcome as a percentage of all outcomes (Made HL Application)	Monthly	
Prevent outcome as a percentage of all outcomes (Private Rented)	Monthly	
Prevent outcome as a percentage of all outcomes (Social Housing)	Monthly	
Prevent outcome as a percentage of all outcomes (Other - Known)	Monthly	
Prevent outcome as a percentage of all outcomes (Not Known)	Monthly	
Percentage of applicants threatened with homelessness where Duty discharged before homelessness occurs	Monthly	
Number of Homeless Presentations	Monthly	450
Percentage of appeals upheld (incl upheld in part)	Monthly	35%
Average length of time in temporary or emergency accommodation (days) (Overall)	Quarterly	100 days
Average length of time in temporary or emergency accommodation (days) (Ordinary LA dwelling)	Quarterly	100 days
Average length of time in temporary or emergency accommodation (days) (RSL dwelling)	Quarterly	100 days
Average length of time in temporary or emergency accommodation (days) (B&B)	Monthly	7 days
No of household offered B and B placement	Monthly	Zero
Percentage of households offered B&B accommodation	Monthly	
No of breaches of the unsuitable accommodation order	Monthly	Zero

Percentage of offers of temporary or emergency accommodation refused (Overall)	Monthly	10
Percentage of offers of temporary or emergency accommodation refused (Ordinary LA dwelling)	Monthly	10
Percentage of offers of temporary or emergency accommodation refused (RSL dwelling)	Monthly	10
Percentage of offers of temporary or emergency accommodation refused (B&B)	Monthly	10
Number Seeking Temporary Accommodation	Monthly	
% age offered temporary accommodation immediately	Monthly	100%
Of those households homeless in the last 12 months, the percentage satisfied with the quality of temporary or emergency accommodation	Monthly	100%
Percentage assessed as neither homeless nor threatened with homelessness	Monthly	
Percentage assessed as intentionally homeless or intentionally threatened with homelessness	Monthly	
% of homeless presentations with decision outcome in 28 days	Monthly	
Number of households assessed under homeless legislation during the year (Dispute within the household (including relationship breakdown or asked to leave))	Monthly	
Number of households assessed under homeless legislation during the year (Leaving prison/hospital/care home or other institution)	Monthly	
Number of households assessed under homeless legislation during the year (Rent arrears or mortgage default)	Monthly	
the percentage of homeless households referred to RSLs under section 5 and through other referral routes (Indicator 24 of the Charter)	Monthly	

4. Annual Report

- 4.1. At a minimum, the Annual Report will consist of a summary of current performance and performance against targets, staffing resources including any changes to the staffing complement, an outline of key achievements and challenges and a summary of improvement actions identified for the coming year.

5. Improvement Plan

- 5.1. Where one or more of the AHSCP key performance indicators as defined in Section 3 show a significant decline, or where it is agreed that there are other issues of concern, an Improvement Plan will be drawn up by the AHSCP in consultation with the Housing Service. This will include remedial actions, together with agreed targets and timescales. The agreed timescale for the operation of the Plan should be no longer than 6 months. If the performance of the AHSCP does not meet the targets in the Improvement Plan within the agreed timescale, the Housing Service has the right to end its support for the Homelessness Service, in accordance with Clause 11 of this Agreement.

6. Benchmarking

- 6.1. The Housing Service undertakes to collate and distribute an agreed range of performance data from the Scottish Housing Network benchmarking service to enable the AHSCP to compare their local performance with others. This information may be used to review KPIs and targets. The AHSCP will contribute to ongoing review of benchmarking information in order to identify any areas for improvement.

Appendix 3 – HL1, HL2, HL3 and Prevent

[The following information is taken from Scottish Government Guidance and will be updated to relevant any changes as appropriate]

HL1 – from homeless assessment data

Data specification: <https://www.gov.scot/publications/hl1-user-information/documents/>

Paragraph 4.21 of the [Code of Guidance on Homelessness](#) states that where an application is made under the homelessness legislation, this should be recorded through the electronic case-based HL1 returns to the Scottish Government's Homelessness Statistics branch.

There are three distinct stages to each case recorded on the HL1:

1. The application
2. The assessment decision
3. The outcome

Returns to the Scottish Government will cover complete stages. Information from earlier stages may be updated as an application progresses.

1. Application

Stage 1 covers questions 1 to 16c. Much of the information requested here is background information about the household characteristics. This will be recorded at the time of application or during the initial interview. The authority does not need to check answers to questions that are not necessary for making of the assessment decision. Although they may wish to do so.

The applicant should be informed of the following:

- where information is not required to progress the application or make an assessment decision, they do not have to provide the information.
- any information they provide will be passed on to the Scottish Government for statistical purposes only.
- their anonymised responses will be used for the following purposes:
 - to monitor equal opportunities
 - to monitor the operation of the Homeless Persons legislation
 - in the development of policy by the Scottish Government

Applicants are therefore encouraged to answer questions as honestly as possible.

Applicants can be informed why a particular question is being asked. But it is not necessary to enter details about all the questions, as this may make the application process cumbersome. Questions which are not directly related to the assessment process are: 3b, 10, 10a, 10c, 10d, 12, 13, 14a, 14b, 15, 15b and 16b. Although 3b and 15 may be required for the authority's data management purposes. Answers to these have the potential to inform local and national policy making. They may also highlight extra support available to the applicant household.

2. Assessment

Stage 2 covers questions 17 to 20d. The information requested at this stage is about the assessment decision. Questions 17 to 20 must all be completed by the authority as a true record of the decision. Questions 20b to 20d, while not forming part of the decision should be completed at the same time.

3. Outcome

Stage 3 covers question 21 to 25. The information requested is about the outcomes of the case:

- the actions taken by the authority to discharge their duty
- the use of temporary accommodation
- the accommodation in which the applicant was housed following the discharge of the duty

This stage must be completed by the authority when the case is closed.

Questions numbering and the numbering of responses within questions may appear odd in some places. This is to allow the data generated by the new questionnaire to be easily fitted together with data from the previous questionnaire.

Only certain combinations of answer are permitted by the data extract. If an answer combination does not fit with the specification, an error will be generated, and that application will not be extracted until the error is fixed. A report is generated showing all errors each time the extract is run, so staff can see where the error has occurred.

HL2 – from temp tenancies & data provided by RSLs

The HL2 monitors the number of households in temporary accommodation at the end of each quarter, plus the number of households with children and total number of children in temporary accommodation. It also requires a split between the type of accommodation, including LA temp, RSL temp, B&B and Women's Aid placements. The HL2 has partially been replaced by the HL3, but due to data integrity concerns across all local authorities the Scottish Government have asked that this be provided until they are confident that the HL3 returns are including all relevant cases.

HL3 – from TEMP lists created

Data specification: <https://www.gov.scot/publications/hl3-return/>

The Scottish Government HL3 Return is used for the monitoring of households in temporary accommodation under the homeless persons' legislation. The HL3 return includes information on the household and its members placed in temporary accommodation, plus data on the type of temp offered, date temp started and ended, and whether this was accepted or not. Also includes whether the placement was unsuitable or a breach of Homeless Persons (Unsuitable Accommodation) (Scotland) Order 2014. This data is used to monitor the average time in temporary accommodation, and the type of temp most often used.

Prevent 1 – from approaches

Data specification: <https://www.gov.scot/publications/prevent1-return/>

PREVENT1 is the case level data collection to monitor housing options/ homelessness prevention in Scotland. This return monitors the households and people approaching as homeless, characteristics

for people, and reasons for the approach. It also includes prevention activities undertaken, outcomes and any eligibility for assistance and support.

Similar to the HL1, only certain combinations of answer are permitted by the data extract. If an answer combination does not fit with the specification, an error will be generated and that application will not be extracted until the error is fixed. A report is generated showing all errors each time the extract is run, so staff can see where the error has occurred.