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**TENDER DOCUMENTATION**

APPENDIX 6

SPECIFICATION

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| **Prison Resettlement Service** |

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# **General Requirements:**

All general requirements are expected to be in place for the start of the contract unless explicitly outlined otherwise.

The Contractor must:

* 1. To provide a resettlement service for prisoners leaving HMP Exeter, who are homeless or threatened with homelessness and where they have a local connection to Exeter, East Devon, Mid Devon, Teignbridge and Torbay.
	2. Whilst working out of Torbay Councils offices, the contractor will be expected to work with the local authority and its partners to assist in securing appropriate accommodation for those that may have presented to the housing options team as a result of leaving prison.
	3. For the purposes of this service Local Connection will be defined - as person has a local connection with the district of a housing authority if he or she has a connection to Exeter, East Devon, Mid Devon, Teignbridge and Torbay:

i) because he or she is, or was in the past, normally resident there, and that residence was of his or her own choice; or

ii) because he or she is employed there; or

iii) because of family associations there; or

iv) because of any special circumstances.

Detention in prison (whether convicted or not) does not establish a local connection with the district the prison is in.

* 1. The new service will work proactively with landlords and Housing Benefit Teams to help prisoners maintain tenancies that have been put at risk by their custodial sentences. For others’ personalised support will be offered to secure new accommodation prior to release.
	2. Clearly publish the aims and objectives of the Service and have a defined model of service for working with Prisoners, other agencies based out of the Prison, Offender Managers and accommodation providers.
	3. Clearly define the service standards that set out maximum timescales for responding to referrals and enquiries which shall outline expected outcomes for the relevant person.
	4. Key services provided include making referrals to supported accommodation providers, hostels, and recovery projects; helping clients to register on local housing lists; providing advice on accessing private rented accommodation and signposting clients to other support agencies. The service will also provide advice to colleagues in the prison and to other agencies who work with ex-offenders in the community.
	5. Where homelessness cannot be prevented upon release, ensure that there are systems in place to liaise with local Rough Sleeping Outreach Services and the local authority where that prisoner has a local connection, and to provide overview of work done to date to access accommodation.
	6. Fostering links with Catch 22, Home Group and other housing providers, registered social landlords and all local authorities and identifying additional sources of accommodation.
	7. The funding allocation will be 1:3 in favour of Torbay it is therefore anticipated that a member of staff will be based out of the HMP Exeter for 3 days per week, but also work out of Torbay Council offices 2 days per week so that added value can be provided to the wider community.
	8. Ensure that there are policies in place such as: equal opportunities, safeguarding, health and safety, confidentiality and professional boundaries.
	9. Have secure monitoring systems that adhere to relevant legislative requirements on data protection for the storage of data relating to the Service. Have clear outcome indicators and systems to measure outcome performance and provide for the monitoring requirements of Department Communities and Local Government in **Appendix 8**
	10. Have protocols with relevant local support agencies to reduce competition, duplication, and to ensure clarity in the advice and support role and have access to information on other relevant services for signposting or referral purposes.
	11. Ensure that there is a clear complaints and feedback procedure for the Scheme with findings shared with the Local Authority.
	12. Fully engage with Exeter City Council, Torbay Council, East Devon District Council, Teignbridge and Mid Devon and Community Rehabilitation Company and work in partnership to deliver services to prevent homelessness. This includes participation in assessments under the Housing Act 1996 (amended). Also assisting the CRC in the delivery and monitoring of Key Performance Targets and any other measurement deemed necessary. **See Appendix A, B C and 8 for further information**

## Staffing Requirements

* 1. Provide evidence of how staff time will be dedicated to the Service with clear role profiles and perspective person specifications.
	2. Evidence that all staff and volunteers working on the Contract hold a recent Enhanced Disclosure and Barring Service check and be committed to ensuring that all employees working on the Contract have a new Enhanced Disclosure and Barring Service check within the first three (3) months of the Contract.
	3. To pay a minimum of a Living Wage to any paid employee of the Service.
	4. Provide regular restorative supervision sessions to every staff member or volunteer involved in front line service delivery. Specific emphasis should be on PIE Reflective practice and wellbeing at work.
	5. Ensure that staff have appropriate experience and training in working with prisoners and people who experience multiple/complex needs on similar projects (e.g. homelessness, housing etc) and have working knowledge of welfare rights and benefits. Training on Homelessness Prevention and shadowing opportunities will be provided by Exeter City Council and Torbay Housing Options Service.
	6. Staff should have a good working knowledge of MS Office products; in particular MS Word & Excel.
	7. All staff should be D&B checked, have a minimum of 2 years experience, hold a clean driving licence and have access to a vehicle and be able to operate out of the various regional offices of the key partner organisations.
	8. Deliver a training and development plan which provides for a mix of knowledge, skills and competencies within the team / workers. These should support activities including:
1. supporting prisoner’s to access help as well as assertively challenge where prisoners have unrealistic expectations of accommodation options.
2. Making referrals to other providers
3. Linking housing benefits to save tenancies
4. Completing DCLG spreadsheets
	1. Have a workforce which have up to date information regarding approaches to assisting prisoners, and that are well informed regarding national pilots, research and networking opportunities.
	2. Provide a flexible workforce which can adapt to cover for the service in periods of sickness or longer absence such as maternity leave.

## The Provision of Services to Offenders

### Ensure that the scheme clearly publicises the services on offer for Prisoners in the form of leaflets. This information should be in plain English and branded clearly.

### Ensure that the service is non-discriminatory and has a clear referral and eligibility criteria, as well as provision for service user drop in and direct access points for providers.

### Ensure the assessment process identifies support needs as well as housing needs to ensure that an appropriate support package can be developed or the service user is referred to an appropriate specialist service. Combined HUB form will be used to access Supported Accommodation in Exeter, East Devon, Mid Devon and Teignbridge. In Torbay you will complete the appropriate Housing Options paperwork to access available accommodation.

### Complete all relevant paperwork and store this appropriately using the Council’s Housing Software System (HOAMS), DCLG reporting Excel Spreadsheet.

### Case manage a caseload of clients with the emphasis on those individuals who are likely to be discharged with no fixed abode.

### Prisoners and ex-offenders who have experience and the means to be able to rent privately receive advice and assistance to locate appropriate private rented accommodation, approach landlords, prepare for viewings and understand tenant responsibilities in managing a tenancy.

### Prisoners are signposted and supported to access appropriate Health Services Programs i.e.: Drugs, Alcohol, Mental Health to support unmet health needs. Cross over with Sexual Health and Healthy Relationships

### Prisoners are signposted and supported to access education, training and employment opportunities.

### Supporting and empowering clients to take responsibility for their own housing solutions.

### The Service will be based out of HMP Exeter and also offices as defined by Torbay Council. There are no additional charges for being based out of either office so all costings should be to maximise frontline delivery.

### Working closely with resettlement hubs (e.g Endeavour House, Wat Tyler House), other housing agencies and providers throughout the resettlement areas **(Exeter, East and Mid Devon, Teignbridge, Torbay)** and will form part of the co-ordinated housing pathway system developed by the respective councils. The service will ensure that all partners are aware of the service and there are established pathways to provide a seamless service from prison to the community. **There were 606 releases over the period of July – Dec 2016 (573 of which were unique offenders, 33 were repeat offenders).** **91 were NFA Releases, 51 of those were Devon and Cornwall. (Figures are representative of all releases from HMP Exeter) It is likely that there will be between 150 – 200 offenders with a Local Connection to Exeter, East Devon, Mid Devon, Teignbridge and Torbay.**

### Safeguarding - If there are safeguarding concerns about the prisoner then these concerns should be raised with the Safer Prisons Department if vulnerability is an issue or the Public Protection Lead if the public may be at risk. The contractor will hold responsibility for safeguarding until concerns have been resolved or the case has been opened by appropriate statutory agency.

# Appendix A – Key Performance Targets

**Key Performance Targets**

The Accommodation Advice Service aims to reduce the number of prisoners leaving the Establishment NFA (no fixed abode) so as **to achieve 90% secure accommodation placements for those prisoners using the Services**.

Through the Gate’ work. To ensure that anyone who is released from HMP Exeter and with a local connection to Exeter is met at the gates upon release and signposted to relevant agencies to ensure that they are linked in with services.

**Monitoring**

The Service will provide monitoring information on a monthly basis, in a format outlined in **Appendix C** by the service, to enable the reporting of BVPI 213, and agreed with Exeter City Council, Torbay Council and other Local Authorities in the ‘Locality Area’. See Appendix B for further information.

The Service will complete the DCLG Homelessness Trailblazer Evaluation Household Data Template and return to Exeter City Council each quarter. **See Appendix 8 for more information**

The monthly monitoring, to be provided to the Homelessness Strategy and Partnership Lead for Exeter and Teignbridge and Environmental Health Manager for Torbay, and will be submitted by the supplier within 7 working days of the end of each month, and will provide information on the details of those clients helped during the month, the prevention methods used and the outcomes achieved;

1. The number of prisoners contacted
2. The number of referrals made to the service
3. The number of referrals made from the service too other agencies
4. The number of prisoners placed in accommodation
5. The type of accommodation
6. The number released NFA
7. The number accommodated in each area.
8. All Prison Outreach successes will count towards BVPI 213 (guidance notes attached). Evidence may be required and should be available to the Audit Commission should the need arise.

Note to points (a) to (h) above. It shall be expected that al all times, the successful bidder shall exceed the minimum performance standards outlined in **Appendix C** of this document. Failure to achieve such minimum levels of performance shall be deemed to be a material breach in relation to the contract signed between the Council and the successful bidder.

The Provider will be invited to a quarterly meeting with Exeter City Council, Torbay Council and CRC to discuss performance and overview of the service.

Appendix B – P1E Data

P1E: Return

Section 10 - Homelessness prevention and relief

**Homelessness prevention**

In its broadest terms, ‘homelessness prevention’ is where a local authority takes positive action to provide housing assistance to someone who considers him or herself to be at risk of homelessness in the near future, and as a result the person is able to either remain in his or her existing accommodation or obtain alternative accommodation providing a solution for at least the next 6 months. The key points are:

the person has sought assistance from the local authority or a partner organisation),

the person considers him or herself to be at risk of homelessness,

the local authority may or may not have reason to believe the person is homeless or likely to become homeless within 28 days,

the positive action is not being provided to discharge a duty to secure accommodation under the homelessness legislation,

the positive action is provided by: the local authority; or a partner organisation, or a combination of the local authority and one or more partner organisations working together,

the local authority or partner organisation consider that the positive action provided will prevent homelessness for at least the next 6 months.

**Homelessness relief**

Positive action to prevent homelessness cannot be taken once the authority is satisfied that someone has become homeless (for example, the authority has notified the person of a decision under section 184 that they are homeless). However, following the notification under Section 184 that an applicant is homeless positive action to relieve homelessness can be taken in the following circumstances:

where the authority has accepted a duty under **Section 192** that the person is unintentionally homeless and not in priority need. In this case, the positive action could include the authority exercising its power under section 192(3) to secure accommodation through a rent guarantee BOND, subject to the accommodation being made available for at least 6 months;

where the authority has accepted a duty under **Section 190(3)** that the person is intentionally homeless and not in priority need;

where the authority has accepted a duty under **Section 190(2)** that the person is intentionally homeless and in priority need. The authority will have a duty to secure accommodation for long enough to give the person a reasonable opportunity to secure accommodation for him or herself. However, positive action to relieve homelessness could be taken through offering for example a rent in advance payment to enable the person to secure accommodation for him or herself.

In all these circumstances, the local authority will have a duty to ensure that the applicants are provided with advice and assistance in any attempts they make to secure accommodation for themselves (and the applicant’s housing needs must be assessed before such advice and assistance is given : section 190(4) and 192(4)). However, it would be open to the authority and/or partner organisations to take action to ensure that applicants secure one of the types of accommodation set out in the Annex (as appropriate). This would be positive action over and above the statutory obligation to provide advice, assistance and information about homelessness and the prevention of homelessness (provided under Section 179(1) of the 1996 Housing Act), and can be recorded as successful action to relieve homelessness.

**Homelessness relief - households who have become homeless**

Cases that have become homeless but have had their homelessness relieved through assistance in securing accommodation (available for a minimum of 6 months)

**Total number of cases where positive action was successful in preventing / relieving homelessness**

**Homelessness prevention** Cases previously at risk of homelessness, for which homelessness was prevented through positive action (either allowing the household to remain in their existing home, or assisting the household to obtain alternative accommodation)

**Homelessness relief** Cases who had become homeless (but were NOT accepted as owed a main duty), for which homelessness was relieved through positive action (assistance in securing accommodation)

**Homelessness prevented – household able to remain in existing home, as a result of:**

This section identifies the cases for which homelessness was prevented and the household was able to remain in their existing home, as well as the means by which this was possible.

**1 Mediation using external or internal trained family mediators** This could be an external mediation service such as Relate or an in-house local authority service where training in mediation has been provided.

**2 Conciliation including home visits for family friend threatened exclusion** This includes:

home visits, where someone may be at risk of homelessness due to a threat of exclusion from parents, other relatives, or friends; and

conciliation work by a partner organisation such as youth counselling.

**3 Financial payments from a homeless prevention fund to enable someone to remain in the existing home** There are many innovative ways that local authorities have used payments from their ‘homelessness prevention fund’ to resolve a risk of homelessness, including payments to landlords to resolve problems caused by tenant damage. Any payments from a prevention fund to resolve rent arrears should be recorded in this section.

**4 Debt advice** Include:

casework covering debt advice, including negotiation with creditors and advice on budgeting and money management; and

the number of households who seek advice and assistance with mortgage difficulties and are signposted or referred to the lender/money advice.

**5 Resolving housing benefit problems** Include actions to resolve housing benefit problems including assisting a vulnerable person at immediate risk of homelessness through non payment of rent with making a housing benefit claim; action to deal with delays in payment; housing benefit arrears; verification of claim documents where there is a delay in benefit payments leading to a risk of homelessness; backdating of benefit claims; making a discretionary housing payment

**6 Resolving rent or service charge arrears in the social or private rented sector** This may include case work help that supports a household to manage any arrears repayment schedule. Housing benefit resolutions should be recorded at row 5.

**7 Sanctuary scheme measures for domestic violence** Measures to enable a victim of domestic abuse or harassment to remain in their home with professionally installed security measures. Include also cases where someone was assisted to take legal action to protect their right to remain safely within the home.

**8 Crisis intervention – providing emergency support** This includes cases where there is an imminent risk of homelessness because someone is unable to cope with his or her affairs and emergency intervention or crisis support is provided. Exclude cases where someone is receiving Supporting People services.

**9 Negotiation or legal advocacy to ensure someone can remain in accommodation in the private rented sector** This includes:

negotiation with private landlords who have or have threatened to issue a section 21 notice to resolve problems;

actions to resolve a threat of illegal eviction or to re instate illegally evicted tenant;

county court advocacy or court desk work by the local authority or its partners where court representation results in a case being struck-out, dismissed or adjourned; and

assisting someone to afford their rent by negotiating a lower rent, increasing their income through helping them make a claim for benefits or making a discretionary housing payment or charity payment.

**10 Providing other assistance that will enable someone to remain in accommodation in the private or social rented sector** This includes:

resolving anti-social behaviour;

tackling disrepair through action against landlords or grants to improve conditions; and

adaptations to the property.

**11 Mortgage arrears interventions or mortgage rescue** This includes:

negotiation with creditors, whether direct or via referral, to reschedule other debt payments to make mortgage payments more affordable;

assistance in applying for Support for Mortgage Interest;

negotiation with mortgage lenders and banks to reschedule debt payments or payment terms or offer a repayment break period;

providing support to enable re-mortgage; conversion to an interest-only mortgage to reduce outgoings; conversion to shared ownership;

prevention of homelessness through Mortgage Rescue Schemes; and

support at court hearings, either direct or via the Housing Possession Court Desk scheme.

**12 Other method that prevented homelessness and enabled the household to remain in existing home** as described

Please provide a description in the Notes section.

**13 Total cases able to remain in existing home** as described.

**Homelessness prevented or relieved – household assisted to obtain alternative accommodation in the form of:**

This section identifies the cases for which homelessness was prevented or relieved, where the household was assisted to obtain alternative accommodation, as well as the means by which this was possible.

**14 any form of hostel or House in Multiple Occupation (HMO) with or without support** Include arrangements where the hostel stay may be less than 6 months but move-on accommodation will be provided as part of the ‘exit strategy’. Exclude night shelter and crisis short-stay accommodation for rough sleepers such as an emergency assessment centre

**15 private rented sector accommodation with landlord incentive scheme** Including BOND schemes where no cash is paid up front, “Finders- Fee” schemes where a payment is made to a landlord, deposit payment schemes; rent in advance; landlord insurance payment schemes; or a combination of the above.

**16 private rented sector accommodation without landlord incentive scheme** For example, where a local authority has built a relationship with a landlord or letting agent which enables the authority to refer households on benefit direct or properties on a specific accreditation scheme.

**17 accommodation arranged with friends or relatives** as described.

**18 supported accommodation including supported lodging schemes or successful referrals to supported housing projects** as described. 38

**19 social housing (a management move of an existing LA tenant)** as described.

**20 social housing (a Part 6 offer of LA own accommodation or nomination to a Registered Provider)** as described.

**21 social housing (negotiation with a Registered Provider outside Part 6 nomination arrangements)** as described.

**22 low cost Home Ownership scheme or low cost market housing solution** as described.

**23 Other method that prevented or relieved homelessness and assisted household to obtain alternative accommodation** as described.

Appendix C – Baseline Data

(Key Performance Min Standards)

The following table represents the minimum targets that the successful bidder must exceed at all times during the term of the Agreement:

|  |  |  |
| --- | --- | --- |
| KPI No | Criteria | Minimum Standard |
| 1 | The number of HMP Exeter prisoners contacted from locality areas that are released with accommodation (i.e. 90% of 100%) | 90% |
| 2 | Percentage of KPI 1 prisoners where a completed referral was made (i.e. 90% of 90%) | 90% of KPI 1 |
| 3 | The number of prisoners released NFA (total prisoners released LESS KPI 1) | 10%  |
| 4 | The number of released prisoners with NFA who are referred on to Local Authorities & Outreach Teams (100% of KPI 3) | 100% of KPI 3 |