



Report to:

Northwards Housing Board
20th January 2016

Item No:

12a

Title:	Manchester Move Collaboration Agreement		
Date:	6 th January 2016		
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Confidential:	No		
For: (Please tick action required)	NOTING	DISCUSSION	APPROVAL ✓
PURPOSE OF REPORT			
To ask members to endorse the decision made by the Manchester Move Board that members of the Manchester Move partnership (including Northwards) should enter into a collaboration agreement relating to Manchester Move.			
RECOMMENDATION			
It is recommended that the Board endorses the decision made by the Manchester Move Board that members of the Manchester Move partnership (including Northwards) should enter into the Collaboration Agreement.			
IMPLICATIONS			
Risk Management	The Collaboration Agreement has been developed by all partners with substantial input from Northwards. Specific legal advice and assistance has been commissioned in developing and drafting the Agreement. The Agreement itself deals with various areas of risk and liability, including indemnities and dispute resolution mechanisms. Entering into the Agreement does not entail Northwards entering into any new areas of activity or taking on any new risks or liabilities. The “back-office” Manchester Move services provided by Northwards on behalf of the partnership will continue to be subject to a ring-fenced budget, and hence there is no financial risk to Northwards. The Agreement indemnifies Northwards (up to a maximum of £100,000) in respect of redundancy costs arising as a result of the partnership deciding to cease or diminish the services.		
Regulatory & legal compliance	The Collaboration Agreement relates to arrangements whereby we allocate and let homes on behalf of the Council in accordance with Section 4 of the Housing Management Specification which is part of our Management Agreement with the Council. This in turn refers to the Tenancy Standard section of the Regulatory Framework for Social Housing England From April 2012.		

Consultation/Consideration:

	Yes, No or N/A:	Name:	Date:
Sub-Committee:	N/A		
Area Panel:	N/A		
Task Groups:	N/A		
Ward Councillors:	N/A		

1. Background

1.1 In May 2012 the Northwards Board considered a report about the development of the Manchester Move service. The Board noted the following (which remain the case):

- Since its inception Northwards has been a member of the Manchester Housing Register (MHR). This is Manchester's joint housing register and the main way in which people can apply for and be allocated social housing in the city. MHR partners (including Northwards) pay a membership contribution based on stock numbers.
- Since July 2011, the operational functions of the MHR, which had hitherto been delivered by the Council, have been delivered by Northwards. Council staff working in these functions transferred to Northwards, with Northwards' Management Agreement with the Council having been varied accordingly.
- Thus Northwards contributes to the MHR as a member, whilst at the same time providing services on behalf of the partnership and being paid for these out of member contributions.

1.2 The Board also noted that the MHR partnership was at that time in the process of transforming the way in which the joint register and choice based lettings system is delivered. This involved the procurement by the Council of a new IT system and the launch of a new service - "Manchester Move". This new service was being implemented with the aim of bringing customers better access to available properties and helping them to make informed housing choices with the provision of higher quality information. The selected IT provider, Locata, was building a bespoke product for Manchester to achieve this, and the project through to implementation was being run by Manchester City Council under the auspices of a Project Board comprising of a number of Registered Providers including Northwards.

1.3 At the same time, the Board noted that the partnership had decided that in order to ensure full participation and ownership of the service and to ensure that it offers value for money in the future, the partnership should be established as an independent Company. As it may take a little time to establish a full Company, it was being established in shadow format from May 2012 in order to get the full benefits of partnership working at the earliest possible stage.

1.4 The Board:

- I. Noted the information regarding the establishment of the Manchester Move Company and approved the role that Northwards will take in the Company;

- II. Approved delegated authority to the Chief Executive to conclude negotiations on the terms of Northwards' membership of the new Company and to update a future Board meeting on the outcome;
- III. Approved the Director of Neighbourhood Services being appointed as a Director of the Shadow Board, with a view to becoming a Director of the new Company in due course.

2. Developments since 2012

- 2.1 The Manchester Move service was launched in February 2013. The new service has been successfully established and is achieving its main objectives. The implementation project has been subject to formal evaluation by the MM Board and also through the relevant structures in the Council. Operational performance under the new service has been the subject of regular updates to Northwards' Operations Sub-Committee.
- 2.2 Northwards continues to provide "back-office" operational functions on behalf of the partnership, and is paid for this in full out of member contributions. This is subject to a ring-fenced budget and there is no cross-subsidy in either direction.
- 2.3 Northwards' Director of Neighbourhood Services is a member of the Manchester Move Board. Board meetings are also attended by Northwards' Head of Housing Access, who not only has responsibility for managing the "back-office" functions, but also services and supports the Manchester Move Board in developing services and improving housing access across the city.
- 2.4 As well as improving services to customers, the new service has led to significant improvements in terms of efficiency. This has meant that member contributions have been frozen since 2011, and members have also been able to receive year-end fee refunds every year since the new service was established.
- 2.5 At the same time, the governance arrangements in relation to the partnership have been reviewed. As has been noted above, a shadow Board was established in May 2012. Although a subsequent review led to a decision by the Manchester Move Board that establishing a Company was unlikely to be the best way of achieving the overall goals of the partnership, and that a collaboration agreement would be preferable, the "Manchester Move Board" has remained responsible for overseeing the operational performance of the Manchester Move service and also taking an overview of housing access issues in the city. These arrangements have proved very effective in improving services, delivering greater efficiency and ensuring a properly joined-up approach to housing access between the Council and housing providers in the city.

3. Current position

- 3.1 It is now proposed to enshrine the current arrangements, which have proved to be very effective, in a Collaboration Agreement between all members. At a special meeting of all members held on 16th December 2015, members agreed unanimously to enter into the agreement subject to endorsement by their boards (or in the Council's case its Executive). Members agreed to seek the endorsement of their boards in order for the Collaboration Deed to be formally signed in March 2016 for commencement on 1st April 2016.

- 3.2 The Collaboration Agreement runs alongside a Services Agreement between the Council and Northwards setting out the “back-office” operational functions which Northwards undertakes on behalf of the partnership. Once the new arrangements are in place the Council will be responsible for collecting member contributions and paying these over to Northwards (unlike in the current arrangement whereby Northwards invoices members directly for their contributions). However, monitoring of performance and oversight of service development and so on will continue to be undertaken by the Manchester Move Board (which is being renamed the Manchester Housing Access Board in the new arrangements).
- 3.3 The Collaboration Agreement and Services Agreement have been created with the assistance of solicitors DWF, who were commissioned for this purpose by the Council on behalf of the partnership.
- 3.4 The Collaboration Agreement and Services Agreement can be viewed on Sharepoint.
- 3.5 As noted above, the Collaboration Agreement in effect enshrines the current arrangements. No significant operational changes are required, Northwards staff will continue to deliver services in the way they do now, and customers will not see any change. The Collaboration Agreement does though clarify a number of issues of detail identified in the review and updates governance arrangements accordingly. The main differences are as follows:
- The Manchester Move Board is being renamed the Manchester Housing Access Board and its terms of reference are being updated to include the task of developing the housing access agenda in the city. This has effectively been the case for some time, and is now being reflected in the terms of reference. The respective roles of the Board and the more operational Practitioners’ Group are clarified and updated along with other governance issues such as in relation to Reserved Matters and Quorums.
 - Revised arrangements in relation to subscription fees are introduced. As noted above these will be collected by the Council rather than Northwards. This is more convenient and efficient from Northwards’ perspective.
 - The Services Agreement has been updated to reflect current operational practice now that the Manchester Move system is well-established.
 - Clarification is provided in relation to indemnities. This is primarily about ensuring that the Board does not make decisions which have a financial impact which has to be picked up by the Council as the holder of the contract with Locata. So for instance the Board couldn’t agree to an expensive system change and expect the Council to pick up the bill for that. The Agreement also says that members other than the Council will not hold the Council liable for any costs they incur as a result of the system being unavailable or malfunctioning. These changes make sense and are not unreasonable given that the Council is effectively holding the contract with Locata (and the Services Agreement with Northwards) on behalf of all members.

4. Summary

- 4.1 The Collaboration Agreement builds on the successful work undertaken to date in improving housing access services across the city. It enshrines current arrangements in an updated legal agreement which enables that work to continue and be further developed whilst offering additional clarity where required.

5. Recommendation

- 5.1 It is recommended that the Board endorses the decision made by the Manchester Move Board that members of the Manchester Move partnership (including Northwards) should enter into the Collaboration Agreement.