

SERVICE LEVEL AGREEMENTS – COPELAND CAB AND COMMUNITY LAW CENTRE

EXECUTIVE MEMBER: Deputy Leader, Cllr Allan Holliday
LEAD OFFICER: Head of Legal and Democratic Services, Martin Jepson
REPORT AUTHOR: Head of Legal and Democratic Services, Martin Jepson

Summary and Recommendation:	Reports on drafts SLAs for Copeland CAB and CLC. Recommended that the draft SLAs for Copeland CAB and CLC be approved.
------------------------------------	---

1. INTRODUCTION

- 1.1 For a number of years this Council has provided grants to CABs and the CLC. In order to assure itself of the level of service to be provided SLAs have been entered into. In 2006 the Executive agreed to enter into a 3 year Agreement with what was then Whitehaven CAB and Millom CAB (separately) together with the CLC for grants to them on condition that they complied with the SLAs to be entered into. This three year agreement ended on 31st March 2008.
- 1.2 As part of the budget process Council agreed to the making of grants of £32,000 to Copeland CAB and £15,000 to the CLC for 2008/09. For the preceding three year period the grant payable to the CLC was also £15,000 and the combined grant to the two local CAB's was £32,000. Therefore the amount of grant payable to the two organisations will not have changed for four years.

2. TERMS OF SERVICE LEVEL AGREEMENTS

- 2.1 Discussions have now taken place with both organisations on the appropriate level of service to be provided to the Copeland area. Members will be aware of the two organisations' work following their presentation to the Executive on the 12th February 2008.
- 2.2 Both organisations have undertaken to adhere to their basic level of service and in addition are able to provide the additional services dependent upon Legal Services Commission funding. As Members will have heard at their February meeting the parties have a close working relationship, which involves the Community Law Centre using the CAB Premises both in Tangier Street Whitehaven and Millom for interviewing clients.
- 2.3 In broad terms the services being offered by both parties are very similar to those being offered under the 2005-8 Agreement notwithstanding that the cost of living will have increased over the last three years.
- 2.4 The Services provided by the parties cover a number of the areas to be found within the Council's own Corporate Plan (see 5.1 below).

3. CONCLUSION

3.1 It is recommended that the SLAs as attached as Appendices A and B are approved.

4. FINANCIAL AND HUMAN RESOURCES IMPLICATIONS

4.1 There are no financial implications for finance although some administration is involved in over-seeing the SLAs. This can be accommodated within current resources.

5. IMPACT ON CORPORATE PLAN

5.1 The provision of grant funding to the two organisations can help enhance a number of the aims within the draft Corporate Plan 2008/09.

For example:

2.4.3 - Create plans and strategies taking account of the diversity of the local communities which contribute to increased social inclusion;

2.4.4 -Develop action plans to help local residents access the benefits they are entitled to;

3.1.7 - Increase employment in town centre and retail and service activity;

3.5.4 – Provide a good housing advice service particularly to vulnerable people, while looking to reduce the level of homelessness.

3.5.5 – Improve support to people with disabilities and older people to live independently.

List of Appendices

Appendix A – Copeland CAB SLA

Appendix B – Community Law Centre SLA

List of Background Documents: Papers on HLDS File

List of Consultees: Corporate Team, Cllr Allan Holliday

CHECKLIST FOR DEALING WITH KEY ISSUES

Please confirm against the issue if the key issues below have been addressed .This can be by either a short narrative or quoting the paragraph number in the report in which it has been covered.

Impact on Crime and Disorder	Can help victims seek redress.
Impact on Sustainability	Up holding the rights of citizens can allow them to access funding which would not otherwise have been realised but

	for grant funding to the organisations.
Impact on Rural Proofing	Both organisations are mobile and can provide assistance and advice to those in rural areas.
Health and Safety Implications	No direct implications in relation to the provision of the services.
Impact on Equality and Diversity Issues	Can assist those who are socially excluded.
Children and Young Persons Implications	Can assist those who are socially excluded.
Human Rights Act Implications	Both organisations are able to uphold the principles of the Act.
Comments of S.151 Finance Officer	Please refer to section 4 above.
Comments of Monitoring Officer	Monitoring Officer is report author

Please say if this report will require the making of a Key Decision NO

**SERVICE LEVEL AGREEMENT BETWEEN COPELAND BOROUGH COUNCIL AND
COPELAND CITIZENS ADVICE BUREAU 2008/09**

1. INTRODUCTION

- 1.1 This Agreement between Copeland Borough Council (hereinafter called "the Council") and the Board of Directors of Copeland Citizens Advice Bureau (hereinafter called "the Bureau") sets out the undertakings made and the level of services provided to the community by the Bureau in return for the financial support provided by the Council.
- 1.2 The Agreement is made by the Council in accordance with its powers under section 142 (2A) of the Local Government Act 1972.

2. LENGTH OF THE AGREEMENT

- 2.1 This Agreement covers the one year period from 1 April 2008 to 31 March 2009. It may be reviewed at any time at the request of either party but can be varied only by the agreement of both parties.

3. GRANT FROM COPELAND BOROUGH COUNCIL

- 3.1 The Council will pay the Bureau £32,000 as a grant for the financial year 2008/2009. The grant for 2008/09 shall be paid within seven days of the signing of this Agreement.
- 3.2 The grant will be used solely to defray expenditure necessarily incurred by the Bureau in providing the services detailed in this Agreement.

4. SERVICES PROVIDED BY COPELAND CITIZENS ADVICE BUREAU

- 4.1 The Bureau catchment area covers the whole of the area of the Borough of Copeland.
- 4.2 The Bureau will cover a core service of free, confidential and impartial advice to everybody on request regardless of race, gender, age, religion or belief, sexuality or disability.

Core Service: The Bureau offers drop-in sessions for personal callers and telephone advice at the following times:-

MAIN BUREAU

Monday 1.00 pm – 7.00pm (1.00pm – 4.00pm telephone advice only)
Tuesday 10.00am – 3.00pm
Thursday 10.00am – 3.00pm
Wednesday and Friday By Appointment

CLEATOR MOOR

Friday 10.00am – 12.00noon

EGREMONT

Monday 10.00am – 12.00noon

MILLOM

Monday 9.30am – 3.30pm
Tuesday By appointment
Wednesday By appointment
Thursday 9.30am – 3.30pm
Friday By appointment

The Bureau will also provide home visits and out of hours appointments if necessary on request providing staffing levels permits this.

- 4.3 To ensure a consistent, high standard of service, all casework undertaken by voluntary advisers is supervised by suitably trained and experienced staff.
- 4.4 Additional services funded by other organisations but which are dependant on core funding include the following:-
- The Money Advice Service provides comprehensive advice to clients with debts (excepted business debts unless the business has ceased trading), including representing clients in Court in debt and repossession matters.
 - The Welfare Benefits project provides a caseworker who is available to visit clients who cannot access the Bureau for any reason (eg disability, caring responsibilities, ruralisation) at home. The Bureau can also provide specialist advice to clients in-bureau including representing them at tribunals.
 - The Bureau provides home visits for those who are seriously ill. This service includes representation at appeal tribunals where required.
 - The Bureau provides specialist caseworkers to advise eligible clients on welfare benefits, debt and housing, all such services being LSC Quality Marked. Specialist casework is undertaken with representation in the County Court and before appeal tribunals.
 - The South Whitehaven Neighbourhood Management Project provides four weekly sessions in the Mirehouse , Woodhouse , Hensingham and Harbour areas .
 - A County Court duty scheme is provided for possession cases in conjunction with Shelter.
- 4.5 The Bureau is committed to providing a quality service to its clients. It has the Legal Services Commission Specialist Quality Mark in debt, welfare benefits and housing and the General Help Quality Mark in other subject areas. It has signed up as a member of the Cumbria Legal Services Partnership (CLSP) and works within their agreed referral protocols.
- 5. CONDITIONS OF GRANT - GENERAL**
- 5.1 The Bureau shall make any relevant management information available to the Council to enable the Council to satisfy itself that the Bureau's performance of the

described core services are to a satisfactory standard, such standard being decided conclusively by the Council.

5.2 In particular the Bureau will:-

- Provide an annual report in January of each year to the Council including:-
- The number of advice sessions held.
- The number of clients who are resident on work in the Council's area
- The number of new cases (including one-off advice) taken on for the Council's residents and workers during the statistical period, broken down by type (for example, Landlord and tenant, welfare benefits).
- How the Bureau has continued to look for efficiency savings and improved services and an indication of unit cost.
- Hold an annual general meeting and quarterly meetings of the Board of Directors. The Bureau undertakes to inform the Council of these meetings, to provide the Council with agenda and minutes and allow the Council to be represented if the Council so asks.
- Publish an Annual Report within six months of the end of the financial year, and to copy that report to the Council as soon as it is published.
- Maintain proper audited accounts and to ensure that funds are used only for the purposes for which they are given. The Bureau shall make any additional financial records available to the Council to enable the Council to audit this requirement.
- Keep proper performance monitoring records (volume of cases), quarterly.

The Bureau shall remain a member of Citizens Advice and provide advice up to its standards. As a condition of membership, all aspects of the work of the Bureau will be reviewed by Citizens Advice every three years.

5.3 The Bureau agrees to work with the Community Law Centre, the Legal Services Commission, the Council and any wider partnership that may be formed of advice providers either locally or county-wide to review the basis of future Service level Agreements in accordance with the principle of commissioning services to meet identified need.

6. DEFAULT

6.1 In the event of the Bureau defaulting on the terms of this Agreement the Council reserves the right to withdraw grant aid without further notice.

SIGNED.....DATE.....

On behalf of Copeland Citizens Advice Bureau

SIGNED.....DATE.....

On behalf of Copeland Borough Council

**SERVICE LEVEL AGREEMENT BETWEEN COPELAND BOROUGH COUNCIL AND
THE COMMUNITY LAW CENTRE 2008/09**

1. INTRODUCTION

- 1.1 This Agreement between Copeland Borough Council (hereinafter called "the Council") and the Community Law Centre ("the Law Centre") sets out the undertakings made and the level of services provided to the community by the Law Centre in return for the financial support provided by the Council.
- 1.2 The Agreement is made by the Council in accordance with its powers under section 142 (2A) of the Local Government Act 1972.

2. LENGTH OF THE AGREEMENT

- 2.1 This Agreement covers the one year period from 1 April 2008 to 31 March 2009. It may be reviewed at any time at the request of either party but can be varied only by the agreement of both parties.

3. GRANT FROM COPELAND BOROUGH COUNCIL

- 3.1 The Council will pay the Law Centre £15,000 as a grant for the financial year 2008/9. The grant for 2008/09 shall be paid within seven days of the signing of this Agreement.
- 3.2 The grant will be used solely to defray expenditure necessarily incurred by the Law Centre in providing the services detailed in this Agreement.

4. CORE SERVICES TO BE PROVIDED BY THE LAW CENTRE

- 4.1 The Law Centre will provide free, confidential and impartial advice to everybody on request regardless of race, gender, age, religion or belief, sexuality or disability. The following core services will be provided:

Telephone advice: a lawyer will provide telephone advice Monday to Thursday each week between 10.00am and 1.00pm, and from 11.00am to 1.00pm every Friday, for fifty weeks of the year (Bank Holidays excepted).

Appointments for interview or home visit can be made by telephone between those hours.

An answerphone records messages before 10.00am, from Monday to Thursday and before 11.00am on Fridays, and after 4.00pm every day.

One to one advice will take place every Thursday morning by appointment and triage in the premises of Copeland CAB Whitehaven.

5. ADDITIONAL SERVICES FUNDED BY OTHER ORGANISATIONS BUT WHICH ARE DEPENDANT ON CORE FUNDING:

- 5.1 Outreach advice clinics at Copeland CAB's Millom offices one Friday every month.
- 5.2 Participation in County Court duty Scheme in possession cases in conjunction with Copeland CAB.

- 5.3 Specialist advice and representation in Housing. Quality marked by the Legal Services Commission.
- 5.4 Specialist advice and representation in Employment. Quality marked by the Legal Services Commission.
- 5.5 Specialist advice and representation in Education. Quality marked by the Legal Services Commission.
- 5.6 Special Advice and representation in Welfare Benefits. Quality marked by the LSC.
- 5.7 Special Advice and representation for debts. Quality marked by the LSC.
- 5.8 General advice and representation in Community Care.
- 5.9 General advice and representation in Public Law.
- 5.10 The Law Centre shall, at it's absolute discretion, undertake services whereby people seeking advice and help are represented before tribunals, subject to obtaining sufficient levels of funding and other resources.
- 5.11 The advice referred to in 5.1 and 5.2 will be undertaken in a professional, timely and proper manner.

6. CONDITIONS OF GRANT - GENERAL

- 6.1 The Law Centre shall make any relevant management information available to the Council to enable the Council to satisfy itself that the Law Centre's performance of the described services are to a satisfactory standard, such standard being decided conclusively by the Council.

- 6.2 In particular the Law Centre will:

Provide an Annual report in January of each year to the Council including:

The number of advice sessions held.

The number of clients who are resident or work in the Council's area.

The number of new cases (including one-off advice) taken on for the Council's residents and workers during the statistical period, broken down by type (for example, landlord and tenant, welfare benefits).

How the Law Centre has continued to look for efficiency savings and improved service and an indication of unit cost.

Hold an annual general meeting and regular Meetings of its Management Committee.

The Law Centre undertakes to inform the Council of these meetings, to provide the Council with agenda and minutes and allow the Council to be represented if the Council asks.

Publish an Annual report within nine months of the end of the financial year, and to copy that report to the Council as soon as it is published.

Keep proper performance monitoring records (volume of cases), quarterly.

To maintain proper audited accounts and to ensure that funds are used only for the purposes for which they are given. The Law Centre shall make any additional financial records available to the Council to enable the Council to audit this requirement.

The Law Centre will work together with Copeland Citizens Advice Bureau and to maximize their income from grants, donations and other sources.

Ensure that a level of service appropriate to the needs of Copeland be maintained comparative to expenditure in other local authority areas and given the Law Centre's resources.

- 6.3 The Law Centre agrees to work with the Copeland CAB, the Legal Services Commission, the Council and any wider partnerships that may be formed of advice providers either locally or county-wide to review the basis of future Service Level Agreements in accordance with the principle of commissioning services to meet identified need.

7. DEFAULT

- 7.1 In the event of the Law Centre defaulting on the terms of this Agreement the Council reserves the right to reduce or withdraw grant aid without further notice.

SIGNED.....DATE.....

On behalf of Community Law Centre

SIGNED.....DATE.....

On behalf of Copeland Borough Council