

**SERVICE LEVEL AGREEMENTS – CITIZENS ADVICE BUREAU AND
COMMUNITY LAW CENTRE**

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

Summary and Recommendation:	<p>Asks Members to approve Service Level Agreements For both Copeland Citizens Advice Bureau and Community Law Centre.</p> <p>That the Service Level Agreements be approved.</p> <p>That consideration be given to the representation that the Service Level Agreements be made for three years.</p>
------------------------------------	--

1. INTRODUCTION

- 1.1 At the Executive's meeting in March presentations were given by both organisations. Consideration of Service Level Agreements for them was deferred to allow further discussions involving the Head of Development Strategy and Councillor Giel.
- 1.2 I am advised that the meeting has now been held with the managers of the two organisations. I am told that any additional funding through the Worklessness fund can be dealt with through delegated powers and need not be included in a Service Level Agreement. Nevertheless, I understand that representations were made at that meeting concerning the proposed one year length of the Service Level Agreements, with a suggestion that they be extended to three years to give the opportunity for better long-term planning for the organisations.

2. FORMAT OF SLAs

- 2.1 The current format of the SLA's which need to be approved and signed before grant money can be released, are as shown in the attached Appendix. They reflect the small changes in opening times the Executive heard about at its March meeting.

- 2.2 Members are asked to consider the revised draft SLAs and whether they should be extended to 3 years.

3. FINANCE AND HUMAN RESOURCES IMPLICATIONS (INCLUDING SOURCES OF FINANCE)

- 3.1 £47,000 has been included in the Budget for 2009/10 to pay for the respective Grants. Some administrative time is needed to cover oversight of the SLAs and this has been catered for in Service Planning.

4. PROJECT AND RISK MANAGEMENT

- 4.1 There will be an administrative oversight of the SLAs and both organisations are required to report back to the Council on progress.

5. IMPACT ON CORPORATE PLAN

- 5.1 The work of the organisations has a number of positive impacts in respect of achieving the Corporate Plan.

List of Appendices

Draft SLA's .

List of Background Documents: None.

List of Consultees: Corporate Team, Councillor A. 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

Impact on Crime and Disorder	In discussing the terms of the coming year's SLA, it is possible that this discussion could have an impact on this issue.
Impact on Sustainability	As above.
Impact on Rural Proofing	As above.
Health and Safety Implications	As above.
Impact on Equality and Diversity Issues	As above.
Children and Young Persons Implications	As above.
Human Rights Act Implications	As above.
Comments of S.151 Finance	No comments to add.

Officer	
Comments of Monitoring Officer	Is report author.

Please say if this report will require the making of a key decision

No

Appendix A

SERVICE LEVEL AGREEMENT BETWEEN COPELAND BOROUGH COUNCIL AND COPELAND CITIZENS ADVICE BUREAU 2009/10

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 2009 to 31 March 2010. 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 2009/2010 . The grant for 2009/10 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

Appendix A

Monday 11.30am – 3.00pm

MILLOM

Monday 9.30am – 3.30pm

Tuesday By appointment

Wednesday By appointment

Thursday 9.30am – 3.30pm

Friday By appointment

In addition the CAB's services are available at Seathwaite from 9am to 1pm on Fridays and at St Peters Woodhouse from 10am to 12 noon on Tuesdays.

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

Appendix A

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.
- Develop and maintain a medium term Business Plan and make such plan available to the Council on request.

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.

Appendix A

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 2009/10**

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 2009 to 31 March 2010. 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 2009/10. The grant for 2009/10 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 Friday each week between 10.00am and 12.30pm, 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 on Thursdays between 10am and 4pm 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.

Appendix B

- 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 its 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.

Appendix B

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.

Develop and maintain a medium term Business Plan and make such plan available to the Council on request.

- 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.

Appendix B

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

On behalf of Community Law Centre

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

On behalf of Copeland Borough Council