

## **SCHEDULE 1**

### **SERVICES**

The SLA has been designed to incorporate all the back office functions that allow the Regional Adoption Agency to operate successfully. The figures are estimates as we do not know how the functions will be required until after the go live date. We intend to support the SLA with Quarterly Board reporting on the time and cost used to throughout the year. We also wish to note that a majority of the services provided will be carried out by partner Authorities and not just Stockport.

### **LEGAL**

1. SMBC shall provide (or, where appropriate, shall arrange for the provision of) any of the following legal services to the Regional Adoption Agency:
  - Employment advice and representation
  - Litigation proceedings
  - Contract Advice
  - Adoption advice and representation
  - Information Governance (DPA/FOI legal advice)
  - General advice

### **Procedure for instructing SMBC**

2. The Regional Adoption Service Manager of the Regional Adoption Agency shall inform the Head of Legal of SMBC of its requirement for the Services in relation to a particular matter, giving written details in a single document concerning:
  - a. the background of the matter;
  - b. the Regional Adoption Agency's objectives; and
  - c. the Regional Adoption Agency's instructions to SMBC regarding how to proceed ("**Matter**").
3. The Regional Adoption Agency will be provided with a Fee Earner's details.
4. The Fee Earner shall determine whether there is a conflict of interest pursuant to paragraph 11 below.
5. If there is a conflict of interest which prevents SMBC from being able to provide the Services in relation to a Matter, SMBC will refer the Matter to a third party.
6. If there is not a conflict of interest which prevents SMBC from acting on a Matter:
  - a. if requested by the Regional Adoption Agency, SMBC shall provide an estimate of the Charges for the Matter to the Regional Adoption Agency; and
  - b. SMBC shall then provide the Services to the Regional Adoption Agency in accordance with this Contract.

OFFICIAL

## **Fees**

7. The volume of Services which the Regional Adoption Agency receives from SMBC shall be calculated by reference to the time spent on each Matter by SMBC. That time will be charged at an hourly rate of £53.
8. Each month, SMBC shall prepare a draft report for the Regional Adoption Agency which includes:
  - a. the fees incurred on all Matters;
  - b. any fees of third parties pursuant to clause 6.2; and
  - c. any disbursements or expenses pursuant to clause 6.4.
9. If the annual fee for the legal services is exceeded before the end of a particular 12-month period, SMBC shall notify the parties and further legal services provided to the Regional Adoption Agency which exceed the annual fee shall be charged at the hourly rate of £53.
10. SMBC reserves the right to increase its standard hourly rate, provided that such charges cannot be increased more than once in any 12 month period. SMBC will give the Regional Adoption Agency written notice of any such increase three months before the proposed date of the increase. If such increase is not acceptable to the Regional Adoption Agency, the parties shall notify SMBC in writing within one month of the date of SMBC's notice and SMBC shall have the right without limiting its other rights or remedies to terminate the Contract by giving one month's written notice to the parties.

## **Conflicts of interest**

11. Upon being instructed in relation to a Matter by the Regional Adoption Agency, SMBC will first determine whether there is a conflict of interest in performing the Services.
12. A conflict of interest may arise:
  - a. between SMBC and the Regional Adoption Agency on a Matter; or
  - b. due to SMBC providing legal services to another party involved in a Matter for which the Regional Adoption Agency wishes to receive the Services from SMBC.
13. If SMBC determines that there would be a conflict of interest in performing the Services in relation to a Matter, it will advise the Regional Adoption Agency of the fact within one Business Day of receiving instructions from the Regional Adoption Agency and either:
  - a. perform the Services if appropriate arrangements may be put in place to manage the conflict of interest; or
  - b. refer the Regional Adoption Agency to a third party, which will provide the Services instead of SMBC, if the conflict of interest cannot be managed by SMBC.

## FINANCE

1. SMBC shall provide (or, where appropriate, shall arrange for the provision of) any of the following finance services to the Regional Adoption Agency:
  - Attendance at Board meetings
  - Prepare annual budget in conjunction with RAA Management/contract managers and observing budget guidelines set by the Executive Committee and joint funding agreements/ protocols with partner agencies.
  - Prepare annual funding targets for partner agencies for agreement and approval at RAA Board
  - Preparation of the employee budgets, including existing secondment agreements with partner agencies.
  - Prepare budget reports to portfolio holders and submit information on the annual budgets for inclusion in Corporate Budget Reports to Executive and Scrutiny Committees
  - Prepare information on the directorate annual budgets in whatever format is required by members, for inclusion in the annual Financial Plans Book.
  - Review of funding arrangements, Vacancy monitoring etc.
  - Short, medium and long term financial planning
  - Government grants - ALB/ Post Adoption support - variation letters & returns
  - Commercial & general financial advice (meetings)
  - Production of Statutory Accounting
  - Capital and investment programme
  - Taxation advice, accounting and returns
  - Manage all asset leases including arranging, maintaining records and payment of leases
  - reporting and ad hoc queries from partners
  - Overview of operations - report to finance committee
  - Banking (Barclays)
  - GPC –Credit Cards and Cash Cards
  - Audit of Financial statements (External Audit)
  - Generation of accounts receivable invoices
  - Debt management
  - Gen processing of accounts payable invoices
  - Financial vetting of new and existing contractors

## **HUMAN RESOURCES**

1. To ensure that the Regional Adoption Agency maintains effective management of employees, SMBC shall provide (or, where appropriate, shall arrange for the provision of) any of the following human resources services to the Regional Adoption Agency: This applies only to employees employed directly by the RAA or to recruit employees to be employed directly by the RAA. Seconded staff will use the HR services of the local authority of which they are employed.

### Human Resources

- Policy
- Recruitment
- Employee relations

### HR Management information

- Sickness
- Holidays
- Establishment control

### Payroll monthly pay

- Statutory payroll duties
- Pension payments

### Work forces development

- Training
- Coaching appraisals

## **INFORMATON TECHNOLOGY**

The Host Agency undertakes to provide for every seconded employee access to:

- One agreed RAA email account with access to all associated RAA Group mailboxes / RAA Group diary to record future events
- Access to one agreed RAA case recording system to record and manage all activity (CHARMS)
- Access to all associated IT software / hardware to support the individual's role
- Access to agreed training with local and centralised technical support
- Access to a Telephone connected across the RAA network

## **INFORMATION GOVERNANCE**

1. SMBC shall provide (or, where appropriate, shall arrange for the provision of) any of the following information governance services to the Regional Adoption Agency:

- 2 weeks training twice a year 70 people
- on going advice and training
- Audit of procedures
- Management of any data breach
- Answering FIO requests

## **PROCUREMENT**

1. SMBC shall provide (or, where appropriate, shall arrange for the provision of) any of the following procurement services to the Regional Adoption Agency:
  - a. access to STaR, a professional procurement service which can provide the Regional Adoption Agency with access to corporate contracts and suppliers including the following:
    - Councils contract Procedure rules
    - Procurement Activity
    - Contracts register
    - Pricing Reviews
    - Social Value

## **AUDIT AND RISK**

1. SMBC shall provide (or, where appropriate, shall arrange for the provision of) any of the following audit and risk services to the Regional Adoption Agency:
  - Review of internal policies and procedures
  - Risk review and input to risk register
  - Fraud non compliance investigations
  - ICT Audit
  - Insurance of Employees who are employed for the RAA New employees who will be taken on by SMBC for any vacant posts - Stockport,

## **Complaints**

- SMBC shall provide (or, where appropriate, shall arrange for the provision of) any of the following information complaint investigation services to the Regional Adoption Agency:
- Advice on policy and procedure
- A complaints investigation service for complaints made by adopters only
- Facilitation to ensure that the RAA learns from any complaints which are upheld and takes appropriate action.

OFFICIAL