



# Shared Services Agreement

# Service Level Agreement 2017/18

Herefordshire Council  
Working in Partnership with  
Hoople Limited

V1.0	April 2017	Nick Mather	Updated for 2017/18
<b>Contributors:</b>			

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# 1 The Partnership

## 1.1 Structure of the Service Level Agreement

A Service Level Agreement has been developed and implemented by The Customer and Hoople comprising the following structure:

- Overarching SLA
- Service and cost schedules
- Establishment posts delivering services attributable to the SLA.

## 1.2 Particulars of Agreement

This Overarching SLA Agreement forms the basis upon which the Services will be provided by HOOPLE LTD (Hoople) to THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL (“the Customer”) and together “the Parties” in accordance with the Shared Services Agreement between the two organisations dated

**Hoople**

**The County of Herefordshire  
District Council**

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**Chief Operating Officer**

**Date**

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**Assistant Director for  
Communities, Commissioning and  
Economic Development  
Richard Ball**

**Date**

## 1.3 Partnership Statement

The following objectives underpin the delivery of the Parties’ obligations and set out key factors for a successful relationship between the Parties to:

- develop a partnering relationship to facilitate the provision of the Services and to foster continuous improvement in the provision of the Services;
- effectively co-ordinate and combine the Parties’ expertise, manpower and resources to deliver an integrated and continuously improving service;
- developing close working relationship at all levels;
- focus on achieving value for money, strong operational performance and delivery of the Services within agreed timescales;
- recognise each other’s needs, constraints, limitations, capabilities, roles and responsibilities to achieve mutually beneficial outcomes;
- identify, by regular monitoring, weaknesses and strengths in the relationship and work together to overcome the weaknesses and to build on the strengths;
- the early recognition and resolution of differences, conflicts and disputes between the Parties in a “no surprises” environment;

- recognise the importance of developing openness and trust in a transparent information and data sharing environment; and
- agree mutual objectives and long-term goals and ensure these are universally understood.

The Parties will adopt an agreed and systematic approach to problem resolution which:

- seeks solutions without apportioning blame;
- is based on mutually beneficial outcomes;
- treats all Parties as equal in the dispute resolution procedure;
- contains a mutual acceptance that adversarial attitudes waste time and money; and
- relies on more and better discussion – with less paperwork and more constructive correspondence.

The Parties commit themselves to the achievement of continuous, measurable and measured improvement by agreeing qualitative targets which are specific, challenging, add value and eliminate waste.

## 2 Purpose of the SLA

The SLA is part of the overall contractual and operational documentation and is intended to set out each of the Party's service delivery obligations. The SLA is not a standalone document and should not be read in isolation. The overall suite of contractual and operational documentation comprises:

- The Shared Services Agreement
- The Financial Agreement
- The Customer's Strategies and Policies
- Hoople's Strategies and Policies
- The SLA
- Performance monitoring schedules.

The SLA has been designed to set out the following objectives:

- To create an environment this is conducive to a co-operative relationship between Hoople Ltd and Herefordshire Council to ensure the effective support of end users
- To document the responsibilities of all parties taking part in the Agreement
- To define in detail the service to be delivered by Hoople Ltd and the level of service which can be expected by each customer, thereby reducing the risk of misunderstandings
- To institute a formal system of objective service level monitoring ensuring that reviews of the agreement are based on factual data
- To provide a common understanding of service requirements/capabilities and of the principles involved in the measurement of service levels.

The Service summaries contain:

- Service Description
- Key Customer dependencies / responsibilities
- Service Volumes - which set out the amount of each service that is included within the base SLA. Tolerances are provided outside of which a discussion is required between the Customer

and Hoople to determine the impact of the actual service volume and any potential increase or decrease to the cost of the service

- Points of contact.

### 3 Governance

#### 3.1 The Importance of Governance

The Parties understand and agree that the success of the delivery of the services is heavily reliant on the implementation of a robust and appropriate governance structure.

Effective governance is essential in achieving the objectives of any Partnership, especially one where outputs rather than inputs, are the defined objectives.

The three key aspects of governance in this relationship are:

1. Formal Communication – regular meetings at operational level and relationship level to monitor the performance of the services and for both parties to understand the impact of day to day activities and decisions.
2. Reporting Performance – monthly performance reports focusing on key performance information along with corrective action plans as necessary.
3. Escalation – wherever an issue or potential issue that cannot be resolved by those directly involved occurs, it is incumbent upon those involved to escalate to their line manager (who may in turn escalate further up the management hierarchy) to ensure that a prompt resolution or action plan to achieve resolution is implemented

Monitoring will take place through regular meetings between service leads from both organisations. In addition, meetings at senior level will take place quarterly to ensure there are no major contract changes or quality issues to address. Without effective governance it is acknowledged that the delivery of the Services will be compromised and that the Partnership Statement will not be fully achieved.

The Parties have formulated and agreed the governance terms of reference included as Appendix 1 to this Overarching SLA and used as the Partnership Governance Scheme.

#### 3.2 The Parties Responsibilities

This overarching SLA provides the high level obligations for the Parties (as detailed in the Shared Services Agreement) and each individual Workstream SLA provides the obligations for each Workstream.

The following table summarises the high level responsibilities for each Party and the aspirations for the Partnership:

<b>Hoople</b>
<ul style="list-style-type: none"><li>• Discharging the services and standards listed in the SLA;</li><li>• Achieving the agreed key performance measures;</li><li>• Continuously maintaining and improving levels of skills and expertise to deliver and improve the services in accordance with good industry practice;</li><li>• Dealing with additional / special Customer requests and providing timely quotations for work outside the SLA;</li></ul>

- Notifying the Customer of any problems in connection with the provision of the services;
- Providing agreed performance indicators reports to agreed timescales;
- Responding promptly to information requests from the Customer; including statutory and regulatory access to information requests, for example to meet statutory timescales;
- Improving data quality;
- Providing timely, relevant and consistent reports;
- Sharing audit reports that demonstrate the quality and value of the Services;
- Observing the agreements on intellectual property;
- Delivering all service, programme and project assurance requirements as agreed with the Customer;
- Maintaining the agreed hours of operation including out of hours services (where specified);
- Compliance with all legislation, statutory regulations and Customer's financial procedures, procurement policy, operating policies and contract standing orders as contained within the relevant Constitution, Standing Financial Instructions, Scheme of Delegation and within other relevant policies;
- Dealing with additional / special Customer requests and providing timely quotations for work outside of this SLA;
- Provide documented handover of projects to Operations / Business as Usual Team.

#### **Customer**

- Treating the contents of this agreement as confidential, this includes financial value;
- Providing adequate funding to ensure the reliable operation of the Customer's assets used to deliver the services;
- Acting promptly in submitting requests, approving funding and actioning transactions timely and accurately;
- For all input based activities where business volume has been agreed, fund all additional activity where business volumes will be exceeded;
- Sharing audit plans promptly alongside their timelines, and the resultant reports, when they relate to Hoople services or overlaps;
- Providing all information reasonably requested by Hoople to agreed timescales;
- Ensuring that all Customer staff are fully informed about the SLA in place and service levels that have been commissioned;
- Ensuring that all Customer staff across the services are fully informed and adhere to all policies affecting the Services provided by Hoople;
- Identifying and agreeing all required changes to the Services at least 6 months in advance of the implementation date, unless otherwise agreed;
- Providing access to systems, premises and facilities required to enable Hoople to efficiently deliver the Services;

<ul style="list-style-type: none"> <li>• Notifying Hoople of any changes to the Customer’s authorised signatory list to enable Hoople to ensure authorisations are sought from legitimate signatories;</li> <li>• Ensuring that charges for services are paid promptly;</li> <li>• Setting information service, programme and project assurance requirements;</li> <li>• Informing Hoople of any risks which may impact service delivery;</li> <li>• Paying all third party supplier costs not included in the costs of this SLA;</li> <li>• Improve data quality;</li> <li>• Registering data held or processed by Hoople under the provisions of the Data Protection Act 1998 (i.e. as a bureau service) under the Customer’s registration;</li> <li>• Provide relevant policy framework for decision making to be undertaken by Hoople. (This will include areas such as council tax discounts and benefits).</li> </ul>
<p><b>Joint</b></p>
<ul style="list-style-type: none"> <li>• Providing accurate and timely information to enable the agreed timescales for service delivery to be met;</li> <li>• Ensuring that all employees are aware of any changes to legislation, policies and procedures affecting the delivery of services with this agreement;</li> <li>• Ensuring co-operation and prompt action to correct all errors and anomalies;</li> <li>• Ensuring that service / organisation objectives are clearly communicated in a manner that is understandable by all parties;</li> <li>• Liaising with the Internal and External Auditors and making available the necessary staff when required subject to reasonable notice;</li> <li>• Ensuring proactive attendance and reporting at performance review meetings;</li> <li>• Respecting the confidentiality of information at all times;</li> <li>• Not disclosing any information specific to this Agreement to any third party without the written authority of the other Party, treating as confidential, including rates and contractual information.</li> </ul>

### **3.3 Managing the Provision of Services**

Each Party shall appoint a representative ("Manager") and each Manager shall exercise the respective Party’s functions and powers in relation to the Services.

If a Party wishes to change the identity of its Manager that Party shall give written notice to the other Party’s Manager of the identity of the new Manager.

The Parties shall be entitled to assume that any act of a Manager has been authorised by the Party that appointed them and the other Party shall not be required to enquire as to the existence of express authority.

Each Manager may appoint a deputy or alternate to carry out all or some of his functions and duties and shall notify the other Party of the appointment and the scope of authority of such appointee.

The Customer’s Manager is to manage the implementation and operation of the SLA by the Customer.



### **3.4 Long Term Service Development**

The Parties will undertake a review in year and planning for future years to:

- assess performance of the services against the Service Levels (as detailed in each Workstream SLA)
- set out any improvements which Hoople will make to those services including any recommendations that will result in a financial cost saving to the Customer
- propose any amendments to the Partnership Governance Scheme (See Appendix 1)
- advise of any investment required in the Services either in terms of manpower, equipment or assets and the implications of failing to make those investments
- inform the Customer's annual budget setting process
- plan projects requiring resource or financial investment in the forthcoming year and / or three years

In addition also include proposals for the long term development of the services beyond the following financial year. This will take into consideration:

- Capital and revenue investment in the services
- Known or anticipated changes in legislation
- Potential changes in approach to service delivery

### **3.5 Resources and Training**

Hoople will ensure that there will always be sufficient numbers of staff (including all relevant grades of supervisory staff) engaged in the management and delivery of the Services with the requisite level of skill and experience.

### **3.6 Performance Reporting**

The expectations of the Customer and Hoople are that performance will be monitored at specific intervals to monitor the effectiveness of the services.

Hoople will generate performance reports, where required on a monthly basis.

## **4 Security, Personnel and Information**

### **4.1 Security and Personnel Issues**

The Customer may refuse admittance to, or order the removal from any Premises of any person or company employed by, or acting on behalf of Hoople whose presence, in the reasonable opinion of the Customer, could have a materially adverse effect on the performance of the Services or who is not a fit and proper person to be in the Premises.

Action taken under this clause will, within 2 business hours, be confirmed in writing by the Customer to Hoople. Hoople will still be obliged to deliver all of its obligations.

The Customer may, by giving 10 business days' notice, request from Hoople a list of the names and addresses of all persons it expects may require admission to any Customer premises. The list will specify the capacities in which those persons are involved with the Services and providing any other relevant information reasonably requested by the Customer.

The decision of the Customer to allow admission will be final.

## **4.2 Corrupt Gifts and Payments**

Employees of both Hoople and the Customer must act with the highest degree of integrity.

If any Hoople employee is found to have accepted a corrupt gift or payment whilst acting in the course of their duties, then the Customer can request removal of that person from contract delivery.

Exactly the same approach will be taken in the event that a sub-contractor, other third party engaged in the provision of the services or one of their employees is found to have taken a corrupt gift or payment.

The Customer will then be entitled to recover from Hoople the amount or value any loss incurred as a result of any such corrupt gift or payment.

Hoople must notify the Customer as soon as it becomes aware that a corrupt gift or payment has occurred.

## **4.3 Intellectual Property**

Hoople Ltd own all IPR developed by Hoople Ltd. The customer owns all IPR related to customer commissioned developments.

Software companies retain the IPR on anything they develop and grant the commissioning party a perpetual, non-exclusive licence to use. Such companies are in the business of creating software and then adapting or selling it to others, if they vest the rights in others this becomes very difficult/expensive. Where Hoople Ltd has developed a product, it may enter into an agreement with the customer which will result in shared IPR in exchange for supporting a development. On these occasions IPR will be agreed prior to any agreed work.

Except as set out expressly in this Agreement, no Party shall acquire the intellectual property rights (IPR) of the other Party.

The Customer has rights in IPR and all data relating to the Services and licence for use solely in relation to the provision of the Services to the Customer. This license is be non-transferable and cannot be sub-licensed to any third party without the written consent of the Customer.

Hoople is contractually and legally obliged to comply with the requirements of the Data Protection Act 1998.

Hoople must:

- Ensure that it, and its sub-contractors, have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data held or processed by it and that it has taken, or will take at all material times, all reasonable steps to ensure the reliability of any of its staff who will have access to personal data processed as part of the Services;
- act only on the instructions of the Customer in the processing of any personal data made available by or on behalf of the Customer as part of the Services;
- only obtain, hold, process, use, store and disclose personal data as is necessary to perform its obligations under this Agreement and that such data will be held, processed, used, stored and disclosed only in accordance with the Data Protection Act 1998 and any other applicable Law, and

- provide all necessary assistance to the Customer to enable the Customer to comply with any subject access requests under section 7 Data Protection Act 1998 relating to personal data in the project data.

Hoople will assist the Customer in complying with its obligations under the Freedom of Information Act 2000 and all associated legislation (FOIA) to the extent that the obligations relate to information held by Hoople on behalf of the Customer or otherwise in connection with the Services. This will include:

- promptly providing all reasonable assistance in complying with requests for information received from individuals pursuant to FOIA;
- provide all reasonable assistance in the maintenance of the Customer's publication scheme required in accordance with FOIA; and
- require sub-contractors to assist in the same way;
- Hoople Ltd reserves the right to charge for responding to FOI requests. Hoople will notify the Customer and get agreement in advance of any charges being levied.

#### **4.4 Information Security**

The Customer has a statutory obligation to manage and protect its information. Hoople has a key role to play in the management of the Customer's information through its service delivery and the achievement of the following outcomes:

- to maintain the security of the Council's information and information processing facilities that are accessed, processed, communicated to, or managed by Hoople directly or external by third parties managed by Hoople on its behalf; and;
- to maintain the core network connectivity managed by Hoople on its behalf in order to fulfil the Customer's key business functions;
- to be assured that information and information processing facilities are managed appropriately to support the Council's strategic and operational requirements and that any new processing facilities are designed and implemented to meet these ends.

All Hoople Service areas need to be familiar with, and comply with, the Information Security Management System (ISMS).

#### **4.5 Equality and Diversity**

The Customer operates an Equality and Human Rights Charter (2010-12.) Hoople will operate its own policies in keeping with the Council's Charter.

#### **4.6 Information and Audit Access**

All Parties will keep proper accounts of all receipts and payments made in connection with the Services.

Hoople will prepare and submit to the Customer reports of the work it has undertaken including any ancillary information reasonably required by the Customer associated with the Services.

If requested by the Customer Hoople will provide any relevant information in connection with any legal inquiry, arbitration, court proceedings or any relevant investigation or disciplinary hearing that the Customer may be involved in including giving evidence.

#### **4.7 Confidentiality**

The Parties shall keep confidential all Confidential Information received by one Party from the other relating to this agreement and prevent their employees and agents from making any disclosure to any person of any Confidential Information.

The following shall not be considered to be disclosure of Confidential Information:

- any information required by any person engaged under this Agreement for the performance of their obligations;
- any matter which can be demonstrated to be available and in the public domain;
- any disclosure to allow a decision to be made under the dispute resolution procedures;
- any disclosure which is required by law;
- any provision of information to professional advisers or insurance advisers to enable the Party to carry out its obligations under this Agreement;
- any disclosure for the purpose of the examination and certification of statutory accounts; or
- compliance with the FOIA unless the Confidential Information is exempt from disclosure under section 41 of the FOIA.

## **5 Managing Change**

### **5.1 Variation By Agreement**

The Parties can agree to vary the terms of the Agreement and any variation will be agreed between the Parties.

Until a variation is properly implemented in writing Hoople will continue to comply with the existing terms of the Agreement. Any discussions relating to any request or recommendation for a proposed variation will be without prejudice to the rights of either Party.

Discussions between the Parties concerning any proposed variation may result in:

- no further action being taken;
- a written request by the Customer to vary the Services; or
- a written recommendation by Hoople to vary the Services.

Where a written request for a variation is received from the Customer, Hoople will issue a Variation Control Notice (“VCN”) within 15 business days of the date of the request which summarises the terms of the request.

Hoople may submit a VCN direct to the Customer at any time.

The Parties will agree the service, resource and cost implications of any VCN prior to its implementation.

Each VCN shall contain:

- the title of the variation;
- the originator and date of the request or recommendation for the variation;
- the reason for the variation;
- full details of the variation including any specifications;
- the price, if any, of the variation;
- a timetable for implementation, together with any proposals for acceptance of the variation;

- a schedule of payments, if appropriate;
- details of the likely impact of the variation on other aspects of the Services to be provided including but not limited to:
  - (i) the personnel to be provided;
  - (ii) costs;
  - (iii) the payment profile;
  - (iv) working arrangements; and
  - (v) other contractual issues.
- the date of expiry of the validity of the VCN which shall not be less than 3 months (“the validity period”); and
- provision for signature by the Customer and Hoople.

For each VCN submitted to the Customer it will within the validity period:

- allocate a sequential number to the VCN
- evaluate the VCN, as appropriate:
  - (vi) request further information including detailed financial breakdowns adopting open book accounting principles if required to justify costs;
  - (vii) approve the VCN; or
  - (viii) notify Hoople of the rejection of the VCN; and
  - (ix) arrange for two copies of any approved VCN to be signed by or on behalf of the Customer and Hoople.

A VCN signed by both Parties is a formal amendment to the Agreement. Note an email exchange by both parties can constitute a formal change.

If the Parties are unable to resolve a request or recommendation for a variation, either Party may refer the matter for resolution under the dispute resolution procedure.

## **5.2 Reductions in the Volume of Services Purchased**

If the Customer want to reduce the volume of Services purchased from Hoople by five per cent or more (of the original value) of the Services in any continuous twelve month period, then the Customer agree to compensate Hoople for:

- any statutory and contractual redundancy payments due to Hoople’s employees which become payable as a direct result of the reduction in the volume by turnover of the Services purchased;
- any reasonable costs Hoople will incur in terminating any equipment leases, licence, rental, support maintenance agreements or other similar arrangements as they relate to the provision of the Services to the Customer; and
- any other costs reasonably attributable to the reduction in the volume of Services purchased.

If the Parties are unable to reach an agreement over the level of compensation in this instance the matter will be referred to the dispute resolution procedure.

## **6 What if Things Go Wrong**

## 6.1 Deficient Performance

If Hoople are not providing the services to the required standards as set out in this SLA, the Customer may require a "Corrective Action Plan" to be prepared by Hoople which will specify the:

- service failure which has occurred;
- measures to be taken by Hoople to remedy such service failure;
- time period for implementation of the Corrective Action Plan; and
- specify the consequences for Hoople for failing to remedy the Service Failure which is the subject matter of the Corrective Action Plan;

Hoople will prepare and send to the Customer any Corrective Action Plan within five business days unless the matter in question is certified by the Customer as important and urgent in which case it is one business day.

If the Customer disagrees with any of the Corrective Action Plan, including the measures to be taken, the consequences of failure to implement and the time period for implementation, the Customer will notify Hoople in writing within five business days of receipt of the Corrective Action Plan, setting out the reasons for the disagreement. If the Customer does not notify Hoople in writing and within the agreed timescales, then it is deemed to have agreed with the Corrective Action Plan.

If the Parties fail to agree the Corrective Action Plan within seven business days of receipt of the notice of disagreement from the Customer then either Party can refer such matter for determination under the dispute resolution procedure.

## 6.2 Dispute Resolution Procedure

Unless specifically mentioned to the contrary in the Shared Services Agreement any dispute in connection with this SLA will be resolved in accordance with the Dispute Resolution Procedure.

Any dispute will be escalated to the First Management Level as defined below. If the dispute is not resolved within 28 business days, the dispute will be referred to the Second Management Level who must meet within 14 business days of the referral, to attempt to resolve the dispute. If the dispute is not resolved at that meeting, the escalation will continue to the Third Management Level who must meet within a further 14 business days.

If the unresolved dispute is having a serious effect on the delivery of the Services the Parties may agree to reduce the specified timescales in order to reach an early resolution of the dispute.

The levels of escalation are:

Level	Customer	Hoople
First	Manager	Manager
Second	Director	EMT
Third	Board	Board

## 7 Financial Agreement 2017-18

### 7.1 Contract Detail

Both parties have worked up a set of service schedules that identifies resource and there has been a move to ensure as much business is wrapped up into the SLA as possible to reduce the administrative burden from ad hoc billing.

Following the reduction in overhead costs in previous years, the reduced level of overheads is maintained in 2017/18. In addition, Hoople have supported the saving of £200k per year in property costs by relocating the ICT team from the Thorn office centre to Plough Lane. Business savings of £30k are delivered in 2017/18.

Hoople continues to deliver a rental income stream to the council for use of Churchill House to accommodate the Training team, valued at £40k in 2017/18.

The performance schedules (as shown in the appendices) will be set by the operation leads and streamlined to ensure only useful performance indicators and volmetrics are collected during the year. As the year progresses there may be under / over-performance against these targets, and this could then result in additional payments or reimbursement against the contract

The final summary schedule is shown below and confirms an opening contract value of £5,547k:

2017-18 Service Level Agreement - Herefordshire Council and Hoople Ltd.	£k						Total
	HR	Finance	R&B	ICT	Training	Overheads	
Pay	402	953	1237	1621	51		4264
Non-pay	18	28	194	104	7		351
Overheads						569	569
<b>Base Budget</b>	<b>420</b>	<b>981</b>	<b>1431</b>	<b>1725</b>	<b>58</b>	<b>569</b>	<b>5184</b>
<b>Other Adjustments - Pay</b>							
Pay award	8	11	14	24			57
Pensions	11	14	15	54			94
Rutland County Council Agresso Service				77			77
Network procurement Project Manager				30			30
Capital Accountant		33					33
Agresso technical accountant		25					25
Council Tax officers X 2			45				45
Coin Counting - service returned to the Council			-12				-12
Additional hours			6				6
Safeguarding Board Training 2.5 days per week					8		8
Apprenticeship Levy - admin					25		25
Share of Licence Fees for ELearning channel and 50% for Learning pool					5		5
Business Savings			-12	-8	-10		-30
<b>SLA Total</b>	<b>439</b>	<b>1064</b>	<b>1487</b>	<b>1902</b>	<b>86</b>	<b>569</b>	<b>5547</b>

Unlike previous years this year's schedule shows the overheads separately, so that the council understand this is the final agreed figure for the year. Any further ad hoc chargeable work will be charged at a day rate that excludes overhead and margin.

The council's overhead allocation has previously been reduced significantly because assumptions have been made about the reduced governance arrangements that are needed (dedicated heads of finance, HR and business development have been removed).

Hoople provide a service to Rutland County Council under a delegation agreement between Rutland County Council and Herefordshire Council. This service is charge to Rutland by Herefordshire Council and the value of the service is paid to Hoople through this SLA.

In 2017/18 Hoople will re-procure the county wide network (CoIN) used by the Council and £30k is provided to support the management of this procurement.

## 8. Deployment of Hoople Staff within Council Service Areas

## **8.1 Management Arrangements**

A number of Hoople employees are managed by Herefordshire Council (HC) managers, and sit within an integrated structure with colleagues on HC contracts. All staff remain employed on their current terms and conditions and must adhere to the relevant suite of HR policies, where necessary. Staff will continue to be paid as Hoople employees, but HC managers can authorise travel and timesheets on the Agresso system.

HC managers will need to understand the detail within relevant Hoople HR policies to enable them to undertake day to day management, including:

- sickness, holiday and all other absence
- recruitment and selection
- performance management, supervision and PRDs and end of year scoring.

## **8.2 Working Arrangements**

Staff will undertake duties assigned to them by HC, and commensurate with their grade and role. HC will have a duty of care for all staff deployed within their service area, but Hoople will retain statutory and legal responsibility for the health and safety at work of their employees.



## Appendix 1 - Partnership Governance Scheme

The Customer and Hoople (the “Parties”) will work together to achieve and maintain efficient and effective working relationship in the provision of the services as set out in the SLA and in accordance with the values and the governance structure set out in this Schedule.

### 1. Governance Principles

- 1.1 The Parties acknowledge and agree that the following governance principles underpin this Agreement:
- 1.2 The relationship will be managed between the Parties at both a strategic and operational level. The service workstream meetings being used (when necessary) to discuss monthly performance etc.
- 1.3 The Parties acknowledge that the governance arrangements are subject to the Customer’s constitution, which amongst other things, determines the Customer’s powers of delegation and decision-making.
- 1.4 Hoople has no authority to take decisions on behalf of the Customer or act on behalf of the Customer unless the Customer has expressly delegated authority to Hoople in writing.
- 1.5 These governance arrangements will complement and be aligned with the Customer’s own governance arrangements and will support the Customer’s and Hoople’s objectives.
- 1.6 The timing and frequency of governance arrangements will so far as is practicable be aligned with the Customer’s reporting requirements and timetables.
- 1.7 The Governance Scheme is integral to the successful delivery of the services and it is expected that it will be used to escalate issues to a speedy resolution.

### 2. Performance and Objectives Review

- (a) Hoople and the Customer have prepared a performance monitoring summary and a list of staff posts assigned to the SLA.
- (b) The parties will work together in accordance with the provisions of this agreement to consider and review the performance of Hoople against its objectives as set out in the SLA.
- (c) During the performance of the services Hoople will:
  - (i) work with the Customer in a supportive manner;
  - (ii) report the performance and monitoring of Hoople in the provision of the services in accordance with the SLA;

### **3. The Escalation Process**

It is expected that managers resolve matters expediently. However, where it is not possible to resolve matters either through day to day business activities they will be escalated to the Executive Management Team.

## Appendix 2 – Financial Services

### Parties to this Service Level Agreement

This Financial Services (including procurement) SLA forms the basis upon which the service will be provided by HOOPLE LTD (Hoople) to THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL (“the Customer”) in accordance with the Shared Services Agreement between the two organisations dated

<b>Hoople</b>		<b>The County of Herefordshire District Council</b>	
<b>Chief Operating Officer</b>	<b>Date</b>	<b>Director</b>	<b>Date</b>
<b>Head of Management Accounting Audrey Harris</b>	<b>Date</b>	<b>Head of Corporate Finance Josie Rushgrove</b>	<b>Date</b>

### Financial Services - High Level Service Principles

Financial Services provides a full range of Customer tailored and value added accounting and financial services. Specific services include:

- Financial Accounting – Support for functions including year-end, treasury management, and VAT
- Management Accounting – financial advice, support and training for budget managers, capital & revenue budget planning and preparation, budget monitoring, forecasting and reporting
- Strategic Support – provided for the schools function, linking into local and national strategies, funding formulas etc.

The above support functions are managed by Herefordshire Council and they have day to day responsibility in ensuring that service standards and customer delivery is of a satisfactory standard and appropriate for the customer. KPI’s and PI’s are not applicable and the key measure is provision of inputs, namely staff resources:

- Specialist niche financial services – fleet management, insurance claims handling, operation of staff benefit schemes, trust fund accounts including charity commission returns
- Accounts payable – processing of invoices, credit notes and payment requisitions, ensuring HMRC compliance
- Direct Payment – supporting service users in financial management of their direct payments for care and reconciliation of monies due to them
- Deputy and appointee service – providing financial oversight for service users in managing their monies and assets

Hoople will strive to perform the duties and services above in an accurate, timely and efficient manner to deliver a high quality service that also contributes towards the achievement of agreed financial benefits.

## SLA Outline

SERVICE	SLA	EXTRA	RISK
<p><b>Transactional Services</b></p> <p><b>Debtors, Creditors, Social Care Exchequer</b></p>	<p>Pay suppliers through Agresso linking into relevant feeder systems such as FWI</p> <p>HMRC and NFI compliance</p> <p>Supplier file maintenance</p> <p>Calculate and bill service users for care contributions</p> <p>Debt collection service including one off, recurring and parking enforcement</p> <p>Taking recovery action including use of bailiffs and organising debt write off</p> <p>Dealing with supplier and customer queries</p>	<p>Charges for non-compliance,</p> <ul style="list-style-type: none"> <li>• paying invoices without an order (exceptions)</li> <li>• chasing to get correct new supplier information</li> </ul> <p>Training of council staff on Agresso</p> <p>Dispute resolution of social care invoices</p> <p>FWI / Agresso systems interface and development work</p>	<p>Reputational - Slower payment of suppliers</p> <p>Cash flow – less resource means slower debt collection and recovery action</p> <p>The SLA activities will still be delivered , but not within any current performance standard timelines</p>
<p><b>Management Accounts Service</b></p> <p><b>(note this service is managed by Herefordshire Council and they will ensure adequate service delivery etc.)</b></p>	<p>Provision of management account support staffing to work within a Council led team, staffing levels as set out in the staff structure (agreed PR / AP February 2014)</p>	<p>Budget holders to own budgets and they must say what changes</p> <p>Forecasting for budget holders</p> <p>Analysis of variances when budget holders could do it themselves</p> <p>Ongoing training – a one off programme will be implemented , refresher is chargeable</p>	<p>Need to stop journal and transactional work that support budget holders</p> <p>No resource to undertake analysis of other feeder systems e.g. FWI that help forecasting – onus is on Budget Holder to know cost drivers and forecast</p>

<b>Year End and Other Technical Support</b>	Provision of support staffing to work within a Council led team, staffing levels as set out in the staff structure (agreed PR / AP February 2014)	Liaison with the auditor	
<b>Other</b>	HMRC, grant and other returns Reconciliations and recharges Management of cash collection systems, import / export, daily maintenance Strategic schools including funding formula, budgets, deficit school plans, schools forum, statutory returns Routine Insurance administration and annual recharging process ( <i>note this is subject to review and could form part of an externalisation to another host</i> ) Appointee service for service users who don't pay for the support Direct payment audit and recoupment service Audit personnel support and liaison with KPMG (transfer to SWAP)	Agresso development systems  Governor training Insurance expertise and negotiations over premiums. Liaison with services to implement the BPR findings	Ability to streamline transactional aspect of the business

## Service Volumes

Service	Unit	2017/18 Plan	Tolerance
<b>Creditor payments</b>	Invoices processed	105,516	+/- 5%
<b>Adult Social Care Invoice payments</b>	number of Invoices per year	41,203	+/- 5%
<b>Foster Care Payments</b>	Number of payment transactions per year	10,430	+/- 5%
<b>Direct payments -adults</b>	On-going Customers	370	+/- 5%
	Turnover (Additions / Removals)	37	+/- 10%
<b>Direct payments - children</b>	On-going Customers	17	+/- 10%
	Turnover (Additions / Removals)	10	+/- 10%
<b>Direct payments reclaimed</b>	Total amount in £	375,000	
<b>Procurement and Finance</b>	Number of FOI Requests	34	+/- 10%
<b>Lease cars</b>	Number of lease cars administered	30	+/- 10%
<b>Bank recs</b>	Number of banks recs	72	+/- 10%
<b>VAT</b>	Number of VAT returns	12	+/- 4

## Points of Contact

The main points of contact for Finance and Procurement are:

Head of Management Accounting – Audrey Harris <a href="mailto:aharris@herefordshire.gov.uk">aharris@herefordshire.gov.uk</a> 01432 383888	Head of Corporate Finance – Josie Rushgrove <a href="mailto:Jrushgrove@herefordshire.gov.uk">Jrushgrove@herefordshire.gov.uk</a> 01432 261867
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## Key Performance Indicators

Service	Performance Measure	Target	Green	Amber	Red
<b>Social Care Exchequer</b>	% Payment Runs completed on time	98%	≥98%	90% to 97.9%	<90%
<b>Statutory accounts</b>	Period for grant claims and returns to be prepared for review before deadline	1 week	1 week	3 days	2 days
	Suspense accounts cleared by month end	Yes	Yes	-	No
	Period after month end for bank reconciliation completion	3 weeks	3 weeks	4 weeks	5 weeks
<b>System controls</b>	Satisfactory audit opinion for the Customer's Ledger System	Yes	Yes	-	No
	Key system reconciliations completed within 30 days of month end	100%	100%	95% to 99.9%	<95%
<b>Accounts Payable</b>	% of all invoices paid within 28 days of receipt (incl. schools)	85%	≥90%	80% to 89.9%	<80%
	Average number of days to pay invoices (incl. schools)	14	14	15 to 16	Over 16
	% of all invoices paid within 28 days of receipt (excl. schools)	90%	≥90%	80% to 89.9%	<80%
	Average number of days to pay invoices (excl. schools)	14	14	15 to 16	Over 16
	Average number of days from invoice registered to approval on Agresso	4	4	5	6
	Audit findings	Adequate Assurance	Adequate Assurance	Limited Assurance	No Assurance
<b>System controls</b>	Quarterly review of approvers on Agresso against approved signatory list.	Yes	Yes	-	No



<b>VAT Returns</b>	Monthly VAT submissions provided correctly within deadlines	Yes	Yes	-	No
	Completion of VAT partial exemption working papers	31 <sup>st</sup> August	31 <sup>st</sup> August	10 <sup>th</sup> September	20 <sup>th</sup> September
<b>Grants</b>	% claims having compliance audit approval	100%	100%	-	<100%

## Appendix 3 – Revenues and Benefits

### Parties to this Service Level Agreement

This Revenues and Benefits SLA forms the basis upon which the service will be provided by HOOPLE LTD (Hoople) to THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL (“the Customer”) in accordance with the Shared Services Agreement between the two organisations dated

**Hoople**

**The County of Herefordshire  
District Council**

**Chief Operating Officer**

**Date**

**Head of Corporate Services  
Josie Rushgrove**

**Date**

**Revenues and Benefits Service  
Manager  
Anne Bradbury**

**Date**

### Revenues and Benefits – High Levels Service Principles

Revenues and Benefit Services are defined as the provision of efficient management of Revenues and Benefit Services to include: Council Tax, Council Tax Support, Business Rates, Housing and Council Tax Benefit including Free School Meals, Sundry Debtors and Parking Penalty Enforcement, Revenues and Benefits software and Systems and General Service requirements. The purpose of the services provided includes:-

- Providing the ‘Professional Lead’ for Revenues and Benefits with responsibility for advising on strategic activity for the respective services and managing the implementation of legislative and policy changes.
- To provide an effective service for the Collection and Recovery of Council Tax from all Herefordshire tax payers encompassing awarding Council tax support, discounts and exemptions.
- The accurate and timely award of Housing Benefit to citizens on low income. Awarding Educational Benefits (free school meals) for school and academies. Processing of residual council tax benefit changes.
- The raising and recovery of sundry debtor invoices relating to services provided by the Customer. Raising and recovery of recurring charges, recovery of Housing Benefit overpayments and enforcement of Parking Penalty Notices
- Collection and recovery of Business Rates from all Herefordshire ratepayers and awarding of appropriate reliefs and exemptions.

Many of the services provided are statutory functions based on legislation and guidance and in delivering these services Hoople will ensure compliance with relevant legislation. The key legislation applicable are listed below:-

- Administration of Non Domestic Rates - Local Government Finance Act 1988, Local Government Finance Act 2012.
- Administration of Council Tax and Council Tax Support - Local Government Finance Act 1992. Local Government Finance Act 2012.
- Housing and residual Council Tax Benefit - Social Security Administration Act 1992, Social Security Contributions and Benefits Act 1992, Child Support Pensions and Social Security Act 2000 and the Welfare Reform Act 2007.
- Parking Enforcement – The Traffic Management Act 2004 (formerly the Road Traffic Act).
- Hoople is required to ensure its policies and practices are informed by any changes to guidance or legislation.

### Service Elements and Outcome Aspirations

The Service is considered in six elements each further sub-divided into specific output based service lines as follows:

- **Legislatively compliant policies and procedures for Revenues and Benefits Service** – updated and implemented to reflect the changing legislation.
- **Council Tax Administration service** – providing a service for the Billing, Collection and Recovery of Council Tax that ensures optimum Council Tax revenues for the Customer.
- **Business Rates Administration Service** – providing a service for the Billing, Collection and Recovery of Business Rates that ensures optimum Business Rates revenues for the Customer.
- **Housing Benefit and Council Tax Reduction Administration Service** – processing claims for the Customer from the residents of Herefordshire.
- **Debtors service** – managing the billing and collection of Sundry Income, Parking Penalty Notices and Benefit Overpayments.
- **Timely provision of accurate data and information** – to support the Customer in responding to its own needs and the requests of the residents and businesses of Herefordshire.

### Points of Contact

The main points of contact for Revenues and Benefits are:

Revenues and Benefits Service Manager – Anne Bradbury <a href="mailto:Anne.bradbury@hoopleltd.co.uk">Anne.bradbury@hoopleltd.co.uk</a> 01432 260394	Head of Corporate Finance – Josie Rushgrove <a href="mailto:Jrushgrove@herefordshire.gov.uk">Jrushgrove@herefordshire.gov.uk</a> 01432 261867
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## SLA Outline

SERVICE	SLA	EXTRA	RISK
<b>Council Tax Administration</b>	<p>Issue annual and ad-hoc bills</p> <p>Determine entitlement to discounts, exemptions</p> <p>Liaise with customers including payment arrangements, queries</p> <p>Issuing recovery notices (reminders, final notice and summons) and take follow up action</p> <p>Represent the Council at Magistrates' court to obtain Liability Orders and Valuation Tribunals</p> <p>Completion notices for new properties and liaise with the Valuation of Agency to maintain an accurate banding list and ensure it is reconciled monthly</p> <p>Referring cases and supporting fraud Investigation where potential fraud is identified.</p> <p>Monthly reconciliations and year end balancing that include monthly reports of significant variances to the plan</p> <p>Provide information for responses to customer complaints</p> <p>Provide tax base information on request changes</p> <p>Statistical returns</p> <p>Carrying out quality and controls checks</p> <p>Authorise write-offs below £500 and information for write offs over £500</p>		<p>Even with a restructure and flexible working more staff removed the increased risk in service delivery</p> <p>Time taken to process new and revised billing will get longer</p> <p>CT collection is 98.5% target if resources reduce collection rates will go down affecting c.£80m cash flow and likely bad debt levels</p> <p>Less resource to investigate fraud</p> <p>Will have to pay extra for expertise and quality controls, lose level of audit compliance</p>

	Drawing up new CTR scheme , changing schemes, writing Board reports		
<b>Business Rate Administration</b>	<p>Prepare Annual Business Rates briefing for consultation with local businesses</p> <p>Issue annual and ad-hoc bill</p> <p>Determine entitlement to reliefs and exemptions</p> <p>Agree payment arrangements with ratepayers</p> <p>Approval notices (reminders, final notice and summons) and take follow up action</p> <p>Represent the Customer at Magistrates' court</p> <p>Responding to Customer enquiries</p> <p>Issuing completion notices for new properties</p> <p>Providing Audit staff with information for audit. Agreeing and implementing Audit report outcomes</p> <p>Monthly reconciliations and year end balancing that include monthly reports of significant variances to the plan</p> <p>Authorise write-offs below £500 and provide details of accounts written off</p> <p>Statistical returns</p>	<p>Assist with maximising rating income by identifying properties requiring assessment and those meeting the renewable energy criteria.</p> <p>Liaise with the Valuation of Agency to maintain and accurate banding list and ensure it is reconciled</p> <p>Commissioning functions</p>	<p>Even with a restructure and flexible working more staff removed the increased risk in service delivery</p> <p>Business rate collection is running at 98.8% of £47m less resources will see deterioration in collection rate affecting cash flow and possible bad debt levels</p>
<b>Housing / CT Benefit Administration</b>	<p>Process Housing benefit and council tax support claims and changes and retrospective changes, determinations and appeals</p> <p>Carry out Housing benefit Interventions</p> <p>Identify and categorise overpayments</p>	<p>Commissioning functions, for example:</p>	<p>Even with a restructure and flexible working more staff removed the increased risk in service delivery</p>

	<p>Administer the Discretionary Housing Payments scheme (DHP)</p> <p>Referring cases and supporting fraud Investigation</p> <p>Responding to complex customer enquiries</p> <p>Recovery of benefit overpayments from on-going benefit</p> <p>Managing access to, and use of, DWP Customer information system. and monitoring compliance with DWP Memorandum of Understanding</p> <p>Determine entitlement to Free School Meals</p> <p>Complete the DWP data matching requirements within agreed timescales</p> <p>Carrying out quality and controls checks (5%) on the accuracy of processing of local authority error cases</p> <p>Provide Benefit Training on legislation policies and procedures.</p>	<ul style="list-style-type: none"> <li>Advise on and implement legislative changes within agreed timescales</li> </ul>	<p>Time taken to deal with new claims and change of circumstances may get longer – the customer will see deterioration in service and possible homelessness</p> <p>Reclaiming of overpayment on benefits will deteriorate, currently collect c£200k</p> <p>Less resource to support fraud , may result in fines from DWP from level of service change</p>
<b>Other</b>	<p>Ensure software upgrades are tested and implemented on time and they reflect legislative changes and operational requirements</p> <p>Providing specialist advice on Revenues and Benefits issues</p> <p>Freedom of Information requests</p> <p>Provide information for audits and agreeing and implementing Audit action plans</p> <p>Systems and software maintenance</p>	<p>Draft complaint responses</p> <p>Update the revenues and benefits information on the internet/intranet</p>	

**KEY CUSTOMER DEPENDENCIES / RESPONSIBILITIES - Service Volumes**

Service	Unit	2017/18	Tolerance
Council Tax	Number of dwellings	83,000	+ / - 5%
	Number of discounts reviewed annually	700	+ / - 5%
NB Will be reducing 2013 (class A and C)	Number of exemptions reviewed annually	1,800	+ / - 5%
	Number of banding list changes processed annually	1,400	+ / - 5%
	Number of direct debits	54,000	+ / - 5%
	Number of cases passed to the Bailiff annually	2,800	+ / - 5%
	Number of reminders	27,000	+ / - 5%
	Number of summonses	6,300	+ / - 5%
	Liability Orders	5,008	+ / - 5%
Business Rates	Number of Hereditaments	7,800	+ / - 5%
	Number of rate relief reviews (bi-annually)	420	+ / - 5%
	Number of summons	400	+ / - 5%
	Number of Liability Orders	300	+ / - 5%
	Number of reminders	1,900	+ / - 5%
	Number of cases passed to the Bailiff annually	120	+ / - 5%

Service	Unit	2017/18	Tolerance
Housing Benefit	Number of Housing Benefit claims	12,000	+ / - 5%
Housing Benefit	Number of DHP claims	800	+ / - 5%
Hardship Fund	Number of Claims	Tbc	+ / - 5%
CT support	Number of Claims	14,200	+ / - 5%
Housing Benefit and Council Tax Support	Number of New Claims assessed annually	7,300	+ / - 5%
Housing Benefit and Council Tax Support	Number of Changes of Circumstances assessed annually	46,000	+ / - 5%
Housing Benefit and Council Tax Support Training	Number of people	50	+ / - 5
Debtors	Annual Average of Sundry Debtor invoices	8,000	+ / - 5%
	Annual Average of Recurring Billing invoices	11,500	+ / - 5%
	Annual Average of Housing Benefit Overpayment invoices	6,000	+ / - 5%
Debtors Parking	Annual Average of Parking Penalty Notices	20,000	+ / - 5%
	Number of cases passed to the Bailiff annually	940	+ / - 10%
	Number of cases with Bailiff (all years)	560	+ / - 10%
All - Revenues & Benefits	Number of Freedom of Information requests yearly	104	+ / - 2
	Number of Policies to be reviewed yearly	10	+ / - 2
Hew Homes Bonus	Properties removed from the list	49	



Service	Unit	2017/18	Tolerance
Single Persons Discount	Number identified and removed	200	

### Key Performance Indicators

Service	Performance Measure	Target	Green	Amber	Red
Council Tax Collection, Council Tax Support & Recovery	Council Tax collection rate (%) (Annual)	98.5%	>=98.4%	N/A	<98.5%
Housing Benefit /Council Tax Support Administration	Time taken to deal with new claims and changes of circumstances	13.5 days	=/<13.5 days	13.5 to 18 days	>18 days
	Time taken to deal with new claims	19 days	=/<19 days	20 to 25 days	>25 days
	Time taken to deal changes of circumstances	11 days	=/<11 days	12 to 16 days	>16 days
Business Rates Collection & Recovery	Annual Business Rates collection rate (%)	98.8%	>=98.8%	N/A	<98.8%
Council Tax accounts paid by DD	DD take up for CT	67%	67%		<67%
Debtors – Billing and Collection of Sundry Income, Parking Penalty Notices and benefit Overpayments	% collected of all recurring billing arrears where invoice issued over 30 days	95%	>/=95%	N/A	<95%
Data and Information Provision	Providing responses Freedom of Information requests	20 days	=/< 20 days	-	> 20 days
	Drafting complaint responses	7 days	=/< 7 days	-	> 7 days
	Review of Policies	Annually	Within timescale	-	Outside timescale

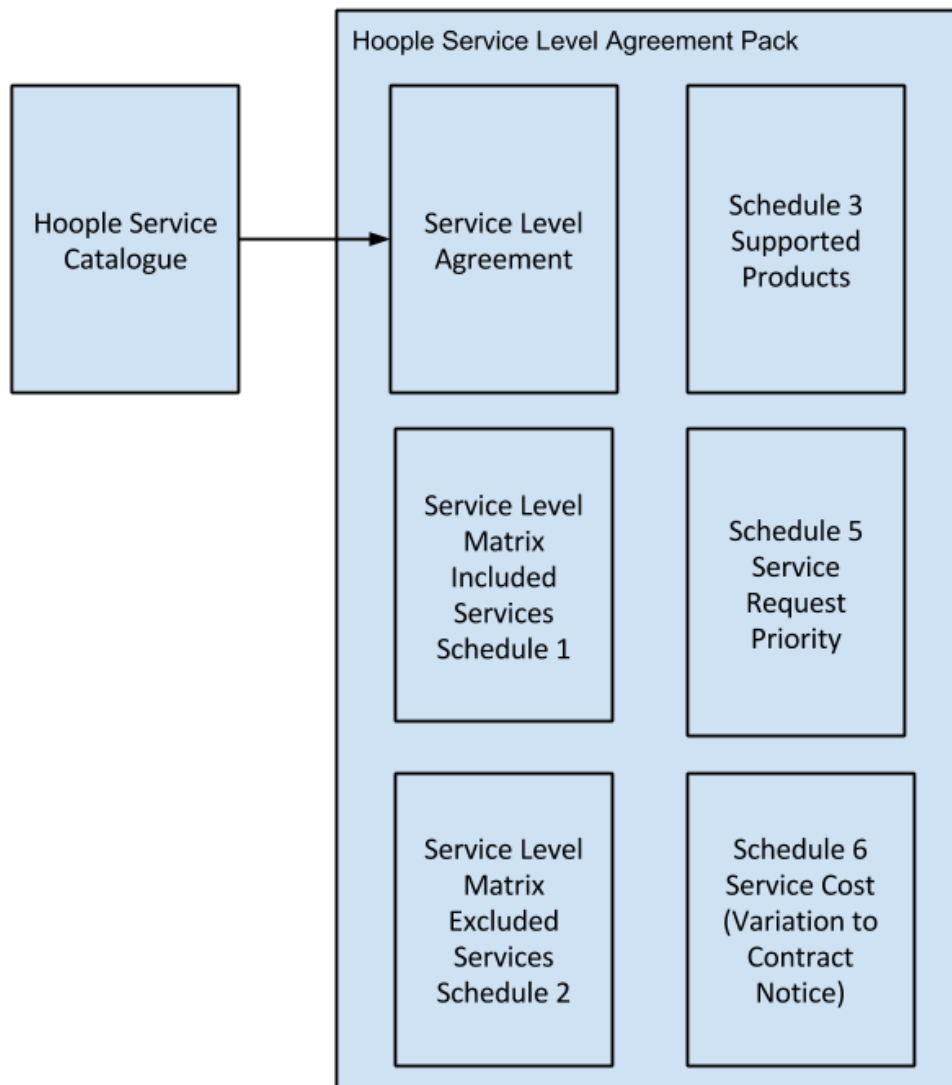
## Appendix 4 – ICT

### 1. SLA Content

This document defines the service agreement between Hoople Ltd and Herefordshire Council for ICT services.

This Service Level Agreement (including the services outlined in the accompanying **SLA Matrix (Schedule 1)**), describes the specific Services provided by Hoople Ltd to the Customer, together with the associated Service Levels (**Schedule 1**) and Service Charges (**Schedule 6**), to be delivered under this Agreement.

Figure 1: Hoople SLA Context



This SLA also sets out the arrangements by which the relationship between the two Parties is managed with respect to the provision of the Services, and the roles and responsibilities of each Party in ensuring that the Services are provided effectively and efficiently.

The Customer acknowledges and agrees that the efficient provision of any agreed Services as per the stated Service Levels by Hoople Ltd is dependent on the Customer performing its responsibilities as set out in this SLA.

NB: This SLA document together with associated schedules represent the entirety of the agreement between the parties.

### 1.1 Parties to this Service Level Agreement

This Technology and Transformation SLA forms the basis upon which the services will be provided by HOOPLE LTD (Hoople) to THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL (“the Customer”) in accordance with the Shared Services Agreement between the two organisations dated

**Hoople**

**The County of Herefordshire  
District Council**

\_\_\_\_\_  
**Head of ICT  
Nick Mather**

**Date**

\_\_\_\_\_  
**Assistant Director for  
Communities, Commissioning  
and Economic Development**

**Date**

**Richard Ball**

### 1.2 Partnership Principles

Managing information safely is recognised as a critical responsibility which is shared by all the Parties to this agreement and as a core tenement of any subcontracted service. The Parties will adopt an agreed approach to information governance and security which:

- evidences their commitment to information legislation compliance;
- recognises the value of information assurance to safeguard all parties;
- seeks to apply the ISO27001 standard across all services provided, including HR, Finance and third party providers;
- is based on clear information ownership, roles and responsibilities.

## 2. Points of Contact

The main points of contact for the management of this SLA are set out below:

### IT Services Authorised Officer

Hoople Authorised Officer for the purposes of this SLA and executing amendments is:

Name : Nick Mather	Job Title: Head of ICT
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Contract Details :  
**01432 261826**

## 2.1 Core IT Service Charges

Core IT Service charges covering the 12 month period have been agreed and are defined in Schedule 6.

Hoople Ltd reserve the right to revise these costs in the event of a ‘significant change’ (see Appendix 5D: Definitions & Interpretation) in customer’s volume & usage.

## 2.2 User Complaints/ Compliments

To provide customer feedback (be it a comment, compliment or complaint), in the first instance please contact the Hoople Service Desk or your Business Relationship Manager who will ensure a co-ordinated and timely response.

## 2.3 Service Levels & Key Performance Indicators

The Service Levels are detailed in Schedule 1 for the provision, delivery and measurement of performance of the Services. Hoople performance against the Key Performance Indicators (KPIs) set out in Schedule 1, will be evaluated and reviewed by the Parties during the agreed Workstream meetings as set out in the overarching SLA, based upon analysis of historic service performance.

### 2.3.1 Standard Reporting Requirements

KPI reporting will be agreed between parties at the outset of the SLA and will be reported on an agreed frequency. Support - Incident Management

### 2.3.2 SLA Service Levels

When logging a support request, the issue being logged will be assessed by Hoople’s ICT Service Desk staff and assigned a priority. All work is then attended to in order of priority and within the agreed Service Level resolution times.

The following table details the criteria used to ascertain the priority of the support request logged with the Hoople ICT Service Desk. Please note that these priorities apply to business as usual, break fix work.

Where requests logged relate to changes or new equipment, these items will need to be approved by Herefordshire Council prior to commencement and timetables for work completion will be agreed at the point of approval for the work to progress.

Impact	Urgency
<b>Business Critical</b> This is a fault that causes major impact upon the use of the system or the work of the whole department e.g. system down.	<b>High</b> Critically impairs the ability of the department of service area to provide citizen or patient care or service
<b>High Impact</b> This is a fault where a key individual or item of equipment or system is inoperable such as to impact upon a number of individual’s work	<b>High</b> Severely impairs the ability of key users or group of users to provide citizen or patient care or service

<b>Medium Impact</b> This is a fault where an individual item of equipment or system is inoperable such as to impact upon a single individual's work. It refers to a problem that causes a department or service to function less efficiently but does not affect that areas overall ability to deliver NHS	<b>Medium</b> Severely impairs the ability of single user to provide citizen or patient care/service. User/department is able to work with the use of workarounds but workaround is not sustainable
<b>Low Impact</b> This is a fault which does not necessarily result in any down time but may be of a recurring nature or a problem such that it causes minor or irritating delay in normal working practice. Routine maintenance or installation of non-standard hardware or software.	<b>Low</b> User/department is able to work with the use of workarounds over sustained period
<b>None</b> Project work or requests for change with no agreed delivery or due date	<b>None</b> Project work

All Incidents & Service Requests will be assessed against the the combination of impact and urgency to define the Priority. The table below shows how the combination of impact and urgency then becomes an assigned priority for the support request logged via the ICT Service Desk.

Impact	Urgency	Priority	Target Resolution time
Business Critical	High	1	8 hours
High	High	2	3 days
Medium	High	2	3 days
High	Medium	3	5 days
Medium	Medium	3	5 days
Low	Medium	3	5 days
Medium	Low	4	10 days
Low	Low	4	10 days
None	None	5	90 days

## 2.4 Incident Management & Third Party Suppliers

The Hoople Service Desk acts as the first point of contact for logging and managing all incidents. Specific Service Levels with respect to incident management are described in the full Service Catalogue.

Please note that a number of critical IM&T System components supported by Hoople are provided and maintained by third party vendors and/or contractors. Where Hoople is reliant on these third

parties for incident resolution and where there are no back-to-back SLA arrangements in place which mirror Hoople's diagnosis and fix rates, Hoople cannot guarantee target times will be met.

In such cases, Hoople will undertake to investigate the incident, pass it on to the relevant third party and invoke a communications plan with appropriate staff from the Customer organisation, Hoople and the third party, within target response times.

Similarly, where there are no disaster recovery arrangements in place for critical systems Hoople cannot guarantee target times will be met and the above arrangements apply.

Where the IT support function is delivered by the customer, escalation to 3rd party supplier is the responsibility of the Customer as well as the on-going management of the incident through to resolution.

## **2.5 Business Continuity & Disaster Recovery**

It is each Party's responsibility to put in place, execute, and regularly update a comprehensive adequate business continuity and disaster recovery plan especially covering any critical IM&T assets.

It is the Customer's responsibility to ensure that it has internal mechanisms in place to communicate and educate its internal users and their Executive Level Management (as appropriate) of what disaster recovery arrangements are in place.

Where the Customer fails to put in place and/or execute its own business continuity and disaster recovery plan, Hoople will use reasonable endeavours (with respect to the services it provides) to restore the Customer's IM&T systems as soon as practicably possible and to the extent that is possible, there may be costs incurred that the customer would need to fund. The Customer acknowledges and agrees that in this case no service levels will be applicable to Hoople.

## **2.6 Place of Service Delivery**

Only corporate sites (Appendix 5B) will be covered. Any work outside of this will be chargeable.

The services covered by this agreement are to be delivered at the location or locations given when the customer logs a request with the Service Desk.

If incorrect information around locations is provided, Hoople reserves the right to charge for time wasted.

## **3. Customer Obligations/ Responsibilities**

### **3.1 Technical Standards**

Customers must uphold the Technical Standards that form part of this SLA. Any devices which fall outside of this agreement and do not have the necessary build features may prevent Hoople Ltd's ability to support and maintain other reliant services purchased by the customer. In such circumstances Hoople Ltd will not be held responsible for the non-ability to perform its obligations under this agreement. These Technical Standards will be jointly reviewed and updated at least annually.

### **3.2 Access**

The Customer shall permit Hoople Ltd (or its third party contractors) to have such access as Hoople Ltd may require to the Customer premises and systems and any other Customer facilities for the purpose of providing the Services.

### **3.3 Customer Third Party Suppliers**

Hoople Ltd are not responsible for the management of, and legal compliance with any contracts entered into by the Customer with third party suppliers that ultimately affects Hoople Ltd ability to deliver under this SLA, including (without limitation) contracts relating to the licensing/supply of software, hardware, telecommunications and/or IT systems.

Where such third party contracts relate to IT or information systems procurements, Clause 3.5 shall apply.

Changes (irrespective of whether they are proposed by the Customer and/or the relevant third party) to such third party contracts shall be notified to Hoople Ltd in accordance with the Third Party Change Management Process.

### **3.4 Accommodation Arrangements**

#### **3.4.1 Hoople Accommodation**

Hoople Ltd shall retain use of suitable IM&T Team accommodation and equipment rooms / space or equivalent.

Should Hoople Ltd require an increase in local accommodation, or relocation, to meet local needs then the Customer shall release appropriate accommodation costs, or provide equivalent accommodation to support relocation of staff by negotiation with IT Services.

Any changes to Customer accommodation which necessitates the relocation of Hoople Ltd staff must be agreed in advance and a minimum of 60 working days' notice given for full consideration of the impact on IT Services staff and equipment. This will have to have been formally discussed through the workstream meetings to allow planning time and agreement.

#### **3.4.2 Server/Computer Rooms**

The Customer shall provide and maintain appropriate environmental conditions in accordance with agreed IT Standards to safeguard the performance of all IT System components located on Customer sites to enable the provision of the Services in accordance with the Service Levels. In some cases, this may include (without limitation) IT System components which are owned and/or used by other organisations. This will only include any IT System Component that will impact on the delivery on the terms of this SLA.

If the Customer fails to comply with its obligations, the Customer acknowledges and agrees that Hoople Ltd may not be able to meet the Service Levels in respect of any Services which are reliant on the IM&T System components located therein. In addition, Hoople Ltd reserves the right to charge the Customer any additional service charges incurred by Hoople Ltd remedying any service failures caused by the Customer's failure to so comply.

Where it is necessary for the Customer to undertake works (for example, without limitation, electrical works) which may affect the operation of the IM&T System components housed within their premises, Hoople Ltd requires a minimum of 2 weeks' notice (in line with the IT Change Process) of such works prior to the start of such works, in order to ensure the relevant IM&T System components are taken down safely and restored effectively. Emergency situations requiring service restoration notwithstanding. If the Customer fails to comply with its obligations in this Clause, the Customer acknowledges and agrees that IT Services may not be able to meet the Service Levels in respect of any Services which are reliant on the IM&T System components located therein.

### **3.4.3 Customer Accommodation & IT Estate Changes**

Hoople Ltd reserves the right to require a minimum of 10 working days' notice for a Customer accommodation change where IT Services resources are needed to support the move of less than 10 people within an existing building, and 30 days' notice for more complex move of more than 10 people within or between buildings.

Accommodation changes which require new wide area network connections require a minimum of 120 days' notice, in order to meet third party notice period requirements.

### **3.5 New IT Procurements**

Hoople must be engaged at the onset of all information technology or systems procurements where said procurements are to be run within the infrastructure services provided by Hoople under this SLA.

Hoople must be engaged through the Service Level Manager at the start of the business case or options appraisal period– prior to specification and tender, so that IT standards can be set within any invitation to tender and advice given within the business case of implementation and on-going support costs. Any business case or tender should comply with IT Technical Standards.

Hoople does not guarantee that systems procured without IT Services' engagement as above, will be supported under the SLA – nor does IT Services guarantee that Service Levels will apply.

## **4. Hoople Overall Responsibilities**

### **4.1 Financial/Commercial**

Hoople will:

- Treat the contents of this agreement as commercially sensitive, unless agreed with the Customer;

### **4.2 Communications**

Hoople will:

- Identify and agree all required significant changes to the Services at least 6 months in advance of the implementation date, unless otherwise agreed.



### 4.3 Compliance

Hoople will:

- Comply with the Customer's Information Security Management System Policy and Statement of Applicability to deliver ISO27001 certified services
- Comply with the standards required to maintain connectivity to PSN and N3 networks.
- Obtain agreement from the Customer for any proposed changes to data held or processed by Hoople on their behalf under the provisions of the Data Protection Act 1998 (i.e. as a bureau service) under the Customer's registration.

## 5. Joint Overall Responsibilities

Both parties will:

- Report any information security incidents or data protection breaches promptly.

### 5.1 ITSM Process Adherence

Both parties must comply with the key IT Service Management (ITSM) Processes, i.e. processes which serve to manage and provide governance over all elements of the technical estate that the Customer have responsibility for, where this impacts on the delivery of this SLA. These include, but are not restricted to:

- Incident Management
- Change Process (Technical) – inc 3rd Party Change Management
- Request for Change (RfC) Management
- Major Incident Management
- Configuration Management

## 6. Information Security and Information Governance

### 6.1 Data & Security

The following governance structure will be managed through the IM&T Board and is directly applicable to the Technology and Transformation Service and Hoople will work with the Customer to support their implementation, compliance and assurance:

- Information Security Management System manual (ISMS) including:
  - Information Security policies and procedures
  - Statement of Applicability
  - Risk Treatment Plan
  - Business Impact Assessment Plan and Monitoring regime
- Data Protection Policy
- Records Management Policy
- Security Classification Policy
- Access Control Policy

Compliance with the Customer's requirements and the relevant standards will be evidenced by continuous verification of all elements through audits and reviews that are supported by Hoople.

Hoople will:

- Work with customers to identify, promote and manage information assurance requirements. Consult on policies, standards and the investment in controls to support customer objectives.
- Understand and meet all required legislation, industry standards and governance to deliver the required standards.
- Lead the development and maintenance of Hoople ICT technical security strategies and standards across the entire technical architecture, ensuring policies and procedures are in place to assure adherence to these across Hoople for its own support and support of its customers to legislative and corporate requirements.
- Lead the work to achieving and maintaining compliance with required information security standards – ISO27001, N3 and PSN currently, and any subsequent standards required through the Hoople customer base and to support Hoople’s growth.
- Promote and inspire an effective risk management based information security culture and its function throughout Hoople Transformation and Technology and to coach and motivate team members to achieve their goals.
- Design and deliver technical security architecture, responsible for shaping, developing and assuring Hoople’s information security systems and technology architectures are fit for purpose and are aligned with business objectives and information security requirements.
- Liaise with management, clients and partner organisations to provide advice and guidance on their technological requirements and management of risk in relation to information security.
- Work closely with the Customer regarding the overall infrastructure strategy and new projects design and implementation to develop solutions which meet those requirements while ensuring that corporate information security objectives are maintained. Depending on the requirements, this may be chargeable.
- When commissioned by the Customer, lead security evaluations utilising security tests such as commissioned IT Health Checks, auditing, vulnerability scanning and penetration testing. Report testing results to management and commissioning customers. Document required corrective actions and recommendations in an improvement plan and manage remediation activities.
- When commissioned, manage and report on information security incidents and digital forensic investigations to the standards required by Hoople and its customers.
- When commissioned by the Customer, assist and advise the customer in the development of their ICT and Information security related policies, standards and guidelines.
- When commissioned by the Customer, assess compliance with the systems, policies, and procedures, and working with stakeholders to drive remediation where non-compliances exist.

Hoople Ltd shall use (a) any Data made available to it or Data that it is given access to pursuant to this SLA or (b) any Data generated during the Term pursuant to this SLA (“SLA Data”) solely for the

purposes of fulfilling its obligations under this SLA unless prior written consent is granted by the Customer for such SLA Data to be used by Hoople Ltd for other purposes.

Hoople Ltd shall take all necessary steps to ensure that the SLA Data is protected in accordance with the Standards. In particular, Hoople Ltd shall not (a) use such SLA Data nor reproduce such SLA Data in whole or in part in any form except as may be required by this SLA, or (b) disclose such SLA Data to any third party not authorised by the Customer to receive it, except with the prior written consent of the Customer, (c) alter, delete, add to or otherwise interfere with such SLA Data (save where expressly required to do so by the terms of this SLA).

To the extent that any of the SLA is Personal Data, Hoople Ltd shall process such Data in accordance with the Data Protection Clause.

## Appendix 5A: Service Request Responses

The ICT Support Service is available during the following hours:

Monday to Friday – 8.30am until 5.30pm (excluding Bank Holidays) When logging a support request, the issue being logged with a user defined priority, will then be assessed by ICT Support Service and assigned a priority in line with agreed criteria. All work is then attended to in order of priority and within the agreed Service Level resolution times.

**Out of Hours Support Service for business critical incidents is available Monday to Friday – 7.00am - 8.00am and 5.30pm until 10.00pm on weekdays and 9am to 5pm Saturday and Sundays.**

The following table details the criteria used to ascertain the priority of the support request logged with the ICT Support Service:

Urgency	Priority	Response Time	Resolution Time
<b>Urgent</b> Critically impairs the ability of a <u>whole department</u> of service area to provide citizen service	1	15 minutes	8 Hours
<b>High</b> Severely impairs the ability of <u>key users or group of users</u> to provide citizen or patient care or service	2	4 hours	3 days
<b>Medium</b> Severely impairs the ability of <u>single user</u> to provide citizen or patient care/service User/department is able to work with the use of workarounds but <u>workaround is not sustainable</u>	3	1 day	5 days
<b>Low</b> User/department is able to work with the <u>use of workarounds</u> over <u>sustained period</u>	4	2 days	10 days

### Placing Incidents and Service Request on hold

Incidents or Service Requests will only be placed on hold where:

1. ICT Services are waiting on input from the end user but have been unsuccessful in contacting the end user. Reasonable attempts to contact must have been made and documented within the incident or Service request record.
2. A user has advised they will be unavailable for a period of time and that attempts at incident resolution cannot proceed until they return.
3. A user has advised that delivery (via Service Request) is not required until a future date.
4. Approval is being sought via the end user before a request can proceed.

During a Major Incident, any Incidents raised from users will be recorded as a sub record of the major serious incident. Whilst the Major Incident is being handled and updated, each individual reported incident from will be put on hold until the main incident is resolved. When the Major Incident is resolved, all the sub records will be updated and in turn notify the users of resolution/closure automatically.

#### **Definitions:**

**Incident** is an unplanned interruption to an IT service or reduction in the quality of an IT service.

**Service Request** is a request for information, or advice or for a standard change and is not impacting on Users ability to work.

**ICT Managed Applications** - A team within the ICT Applications section has responsibility for supporting the application, providing a full support service and providing a single point of contact via the Service Desk for all queries and incidents. The team will work with all other teams, all relevant third party suppliers and business users as appropriate to deliver the service. They will manage the relationship with the third party suppliers to assist in driving through the changes required and deliver the business benefits for the customer. The applications can be installed either within one of the local data centres or at the suppliers' sites.

**ICT Supported Applications**- Those applications where support is provided by various teams within ICT Service, with no dedicated support team. The relationship with the supplier is usually maintained by the business users with ICT Services being commissioned to carry out work on an 'as and when' basis.

**ICT Hosted Applications** -This group includes those applications which are installed in one of the data centres but for which ICT Services provides no support other than maintaining the physical environment.

**Externally Hosted Applications** -This group includes those applications which are installed in a supplier's data centre. For all applications ICT Services provides some information security, desktop delivery and service desk support.

## Appendix 5B: Sites and Services

(Correct as of 1<sup>st</sup> April 2017, this list is to be used for information and will be updated as new information becomes available)

Site	Address	Postcode	
Belmont Library	Eastholme Avenue	HR2 7UQ	
Blue School House	Blue School Street	HR1 2ZB	
Butter Market Office	High Town	HR1 2AA	
Canal Road Day Centre	Canal Road	HR1 2EA	
Colwall Library		WR13 6QT	
Coningsby Children's Centre / Sure Start	Coningsby Road	HR6 8LL	
Edgar Street Grid (aka ESG)	4 Blackfriars Street	HR4 9HS	
Foley Trading Estate	Unit 27 & 28	HR1 2SF	
Franklin House	3 Commercial Road	HR1 2BB	
Franklin House	4 Commercial Road	HR1 2BB	
Governor's House	Union Walk	HR1 2EP	
Greencroft Early Years Excellence Centre	Green Croft Redhill	HR2 7NT	
HARC	Firtree Lane	HR2 6LA	
Hereford County Records	Harold Street	HR1 2QX	
Hereford Crematorium	West Faling Street	HR4 0JE	
Hereford Leisure Centre	Holmer Road	HR4 9UD	
Hereford Library	Broad Street	HR4 9AU	
Hereford Shire Hall	Corner of Union Street St Peter's Square	HR1 2HY	
Hereford Town Hall (Owen St)	8 St. Owens street (Town Hall annex) 8 St Owen Street	HR1 2PJ	
Hereford Works & Pensions (DWP)	6 St Nicholas House, St Nicholas Street	HR4 0DD	
Hope Family Centre	Top Garage, Panniers Lane, Hereford Road	HR7 4QU	
Kindle Centre/ASDA/South Wye Development Trust	Belmont Avenue	HR2 7JE	
Kingstone & Thruxton Childrens Centre	Kingstone	HR2 9HJ	
Kington Library	64 Bridge Street	HR5 3DJ	

Site	Address	Postcode	
Kington Youth Centre	Park View	HR5 3AG	
Lady Hawkins Leisure Centre (Kington Leisure)	CHURCH ROAD	HR5 3AG	
Ledbury Childrens Centre (Primary School)	Long Acres	HR8 2BE	
Ledbury Library	Bye Street	HR8 2AA	
Ledbury MAO (Ledbury Primary School)	Long Acres	HR8 2BE	
Ledbury Registrar	1 Church Street	HR8 1DH	
Leominster Library	Unit 8, The Buttercross	HR6 8BN	
Master's House	St Katherine's	HR8 1EA	
Media Centre	Bath Street	HR1 2GY	
Modern Records Office	Burcott Road	HR4 9LW	
Moor House	Widemarsh Commondlsstat	HR4 9NA	
Museum Stores	Friars Street	HR4 0AS	
Norfolk House	Etnam Street	HR6 8AQ	
Old House Museum	Owen Street	HR1 2PJ	
Peterchurch Church	Closure Place	HR2 0RS	
Probation Offices	Gaol Street	HR1 2HU	
Queenswood Country Park	Box41, Dinmore Hill	HR6 0ZA	
Ross On Wye Library	Cantilupe Road	HR9 7AN	
Shop Mobility	Maylord Orchards	HR1 2DT	
Social Services (Ryefield Centre)	Ryefield Centre, Ryefiled Road,	HR9 5LS	
Social Services/Centre 18	Symonds Street	HR1 2HA	
South Meadow Childrens Ctr	Hollybush Walk	HR2 6AF	
St Owens Day Centre	17 Symonds Road	HR1 2HA	
The Bromyard Info Shop/Centre	Cruxwell Street	HR7 4EB	
The Old Priory Offices	The Priory Church Street	HR6 8DA	
The U@Home Agency/Anchor Staying Put	84 Whitecross Road	HR4 0DH	

Site	Address	Postcode	
Town Hall	St Owens Street	HR1 2PJ	
Widemarsh Childrens Centre	Wide Marsh Common	HR4 9NA	
Youth Offenders	1-3 Daws Road	HR1 2JJ	



### **Appendix 5C: Chargeable Technology Solutions Services**

The Hoople Service Catalogue summarises those services that are available from Hoople. These are available to the Customer and may incur an additional cost to the customer where they are not delivered under this SLA.

Reference Service Catalogue



Worksheet in HC  
SLA Draft 2017-18 ts

**Appendix 5D: Definitions & Interpretation**

Term	Definition
Authorised Officer	means the individual set out under SLA Management, who is designated by each Party as its official representative for the purposes of liaison, communication and resolution of issues between them.
Background IPR	means any and/or all IPR that is owned by or licensed to a Party and which is or has been developed independently of this SLA (whether prior to the Start Date or otherwise) – "IT Services Background IPR" and "Customer Background IPR" shall be construed accordingly.
Change in Law	means the coming into effect or repeal (without re-enactment or consolidation) in England and Wales of any Law or judgment of a relevant court of law which changes binding precedent in England and Wales in each case after the Start Date.
Change in Standards	means the coming into effect or repeal or revision in England and Wales of any Standards after the Start Date.
Commercially Sensitive Information	means information (a) which is a trade secret (including know-how), or (b) commercial, financial, scientific, technical or other information (this includes but is not limited to formulae, processes, ideas and inventions, specifications, designs, financial or business information, customer details, market research and pricing strategies relating to or used in the business of either Party any knowledge which may be imparted or developed through examination, collation, analysis or working of such information whether or not such information is recorded in any form or medium) whose disclosure could reasonably be expected to result in a material financial loss or gain to the Party to whom the information relates, or could prejudice the competitive position of that Party in the conduct of its business, (c) whose disclosure could prejudice the conduct or outcome of contractual or other negotiations of the Party to whom the information relates.
Confidential Information	means information (a) which comprises Personal Data or Sensitive Personal Data (as both terms are defined in the Data Protection Act 1998) or which relates to any patient of a Customer or his or her treatment or medical history, or (b) which is Commercially Sensitive Information.
Core Services	Means the services set out in the SLA Matrix for delivery within the SLA period.
Customers	Means the Public Sector Bodies that take <i>IT Services from Hoople</i> at any one time – for the avoidance of doubt, organisations hosted by a Customer and who may receive services by IT Services are not deemed to be a Customer.
Data	Means data including person-identifiable data (whether Personal Data or Sensitive Personal Data or otherwise);
Discretionary Services	Means any additional services as agreed in writing between the Parties from time to time pursuant to this SLA through the Variation Procedure.
Documentation	means any manuals, data format documentation, interface specification and/or associated documentation developed by a Customer (or any other third party engaged by a Customer) in respect of the IM&T System.
FOIA	means the Freedom of Information Act 2000.
Force Majeure Event	means, without limitation, strikes, lock-outs, labour or industrial disputes, acts of God, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order rule regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm or unavailability of the internet / N3 network.

Term	Definition
IM&T System	means the information management and technology system comprising of the (a) Customers' proprietary/3rd party hardware (including, without limitation, servers, desktops and peripherals), (b) Customers' proprietary/3 <sup>rd</sup> party software (including, without limitation, enterprise and clinical software), and (c) Customers' proprietary/3 <sup>rd</sup> party communications networks.
Information	has the meaning set out in FOIA.
IPR	means copyrights (including copyright in computer software and websites), database rights, rights in inventions, patent applications, patents, trademarks, trade names, know-how, service marks, design rights (whether registered or unregistered), trade secrets, rights in confidential information and all other industrial or intellectual property rights of whatever nature for the full duration of such rights, including any extensions or renewals.
Hoople	Is the current provider of IT Services at the time of commencement of the agreement (Hoople Ltd).
Law	means (a) any applicable statute of proclamation or any delegated or subordinate legislation, (b) any enforceable community right within the meaning of section 2(1) European Communities Act, (c) any applicable code of practice, guidance, order, rule (including local rules), circular, direction, determination, and (d) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales - in each case to the extent applicable in England and Wales.
Materials	means any literary works or other works of authorship including (but not limited to) instructions, reports, specifications, drawings and similar works developed or produced by a Customer (or any third party engaged by it) in respect of the IM&T System.
Party	means IT Services or a Customer – "Parties" shall be construed accordingly;
Personal Data (and Sensitive Personal Data)	shall have the meaning set out in the Data Protection Act 1998 (as amended from time to time).
Request for Information	has the meaning set out in FOIA or any apparent request for information under the FOIA.
Services	means the Core Services, Subscription Services and the Discretionary Services;
Service Catalogue	means the summary and detailed service catalogue as set out in the Hoople Service Catalogue
Service Charges	means the charges for the Services, and any other valid and undisputed charges as agreed in writing between the Parties from time to time under this SLA.
Service Levels	means the standards of performance in relation to the Services which <i>IT Services</i> is required to meet as set out in the Service Catalogue.
Service Level Manager	Means the senior manager within Hoople with responsibility for a specific customer, particularly with regard to the management of the SLA.
Significant Change	A significant change in terms of estate growth & usage referred to in Clause 2.1 refers to instances such as 'organisational changes'. It does not refer to incremental fluctuations.
SLA	means this service level agreement concluded between Hoople and the Customer including (a) the Clauses contained herein, (b) the Schedules attached hereto, (c) any specifications, plans or other documents which are relevant to the SLA and expressly incorporated herein, and (d) such

Term	Definition
	variations in writing as shall be agreed by the Parties Procedure; according to the Variation Procedure.
SLA Matrix	is a matrix that defines the Services to be delivered under this agreement for each Customer.
Start Date	means the date upon which signature of this SLA by both Parties takes place.
Task	means any task or activity to be performed by the Parties as agreed between the Parties from time to time to enable the delivery of the Services.
Variation Procedure	the variation procedure set out in the overarching SLA.
Workstream Meetings	means the service review meetings set out in the overarching SLA (and any other meetings as reasonably required by the Parties on an ad-hoc basis) for the purpose of discussing matters relating to the Services.
Working Day	means Monday to Friday excluding English public holidays.
Year	means a period of 12 months starting on the Start Date and each subsequent period of 12 months starting on an anniversary of such date during the Term.

## Appendix 5 – Training and Education

### Parties to this Service Level Agreement

This Training and Education SLA forms the basis upon which the service will be provided by HOOPLE LTD (Hoople) to THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL (“the Customer”) in accordance with the Shared Services Agreement between the two organisations dated

**Hoople**

**The County of Herefordshire District  
Council**

**Training and Education Service  
Manager  
Roger Clarke**

**Date**

**Assistant Director for Communities,  
Commissioning and Economic  
Development**

**Date**

**Richard Ball**

**Date**

### SERVICE DESCRIPTION

**E LEARNING SYSTEM** – Management, maintenance and reporting of the CPD Online learning management system including user support.

**Development of CPD online** – Systems Development and content generation as identified by the customers need.

#### **Oversee placements of social work students in adults and Children’s**

To coordinate the practice placements for social work students in adults’, children’s wellbeing and independent sectors in Herefordshire, including step up to social work

**SLA OUTLINE**

SERVICE	SLA	EXTRA	RISK
<p>1. E-learning System</p>	<p><u>Monthly Routines</u></p> <p>Management and maintenance of the CPD Online learning management system (LMS):</p> <ul style="list-style-type: none"> <li>• E-learning Content Licensing - Corporate subscription through the Learning Pool providing a catalogue of courses that can be used or adapted to suit the needs of Herefordshire Council.</li> <li>• LMS Hosting – CPD Online is not hosted on the Herefordshire Network. Service availability is 24/7 with Core Support Hours 8.30am to 5.00pm Mon-Fri.</li> </ul> <p>Exclusions from Available Time:</p> <ul style="list-style-type: none"> <li>• The direct result of a Force Majeure event.</li> </ul> <p>During planned maintenance as set out below:</p> <ul style="list-style-type: none"> <li>• The Service Provider will plan for essential maintenance to occur during agreed times. The Service Provider will notify the dates of each such maintenance period to the LA at least 2 days before hand. Only in exceptional circumstances and subject to the prior agreement of the LA (which shall not be unreasonably withheld) shall the Service Provider undertake maintenance during core support hours where there is no reasonable alternative. The essential maintenance and maintenance carried out will allow for system upgrades and general maintenance.</li> </ul>		

	<p>Availability outside of Core Support Hours:</p> <ul style="list-style-type: none"> <li>The Service Provider shall monitor the availability of the Service outside of core support hours using automatic and other methods as appropriate. In the event of a fault occurring outside of core support hours, the Service Provider’s support engineers shall be notified of the same. Upon such notification, the Service Provider’s engineers shall use reasonable endeavours to rectify the fault and notify the LA of any relevant progress associated with addressing the issue.</li> </ul> <p>Starters/ leavers/changes</p> <ul style="list-style-type: none"> <li>Accurate user details will be managed and maintained by Hoople including Herefordshire Council starters, leavers and changes.</li> </ul> <p>Reporting</p> <ul style="list-style-type: none"> <li>Mandatory training completions for Herefordshire Council employees to be updated in Agresso on a weekly basis.</li> </ul>		
<p>2. Development of CPD Online and/or e-Learning content</p>	<p>30 days for Hoople development/changes to the CPD e-learning system and/or content. Work to be briefed according to customer need including system development and content generation. Project pipeline to be scoped.</p> <p>All development requirements to be undertaken subject to agreement of clear brief, specification and agreed learning outcomes.</p>	<p>Development Any supplier development costs levied by Web Based associated with HC briefs is not included within this fee and would be quoted for separately. Development to cover additional hosting and upgrades as well as programming.</p> <p>Any additional development, outside of the 30 days, to be quoted for separately. Guide daily</p>	<p>e-Learning content development is subject to suitable Subject Matter Expert(s) being provided by Herefordshire Council to provide and/or verify suitable content.</p>

		rate £213 /day – however, price will be dependent on brief.	
<p>3. To oversee placements of Social work students in Adults and Children's Services</p>	<p><b>Promoted Partnership with universities</b> - to coordinate the practice placements for social work students in Adults, Children's and independent sectors in Herefordshire, including step up to social work.</p> <ul style="list-style-type: none"> <li>• Collection of the placement fees.</li> <li>• Identify, support and finance Stage 2 training of HC Practice Educators out of placement fees.</li> <li>• Run student support groups for all social work students on placement in Herefordshire.</li> <li>• Run Practice Educators support group as part CPD and to support Practice Educator Professional Standards (PEPS). Payment of honorarium to practice educators.</li> <li>• Provision of off-site educators where required.</li> <li>• Attend agreed meetings with partner universities.</li> <li>• Provide QA for programme.</li> <li>• Identify and sets up independent practice placements.</li> <li>• Work with Commissioner to link programme to HC social worker recruitment programme.</li> <li>• Produce quarterly report.</li> <li>• Volume metrics – minimum of 5 placements in Adults, 5 placements in Children's and 10 in PIV sector.</li> </ul> <p><u>Herefordshire Council Responsibilities:</u></p> <ul style="list-style-type: none"> <li>• Practice educators to support, assess and supervise students.</li> </ul>		



	<ul style="list-style-type: none"> <li>• Ensure that students remain as supernumerary team members for the duration of the placement.</li> <li>• Provide opportunities to host a minimum of 15 work placements in Adults/ Children's.</li> <li>• Provide shadowing for a minimum of 15 students in Adults / Children's.</li> </ul>		
4. To Chair Safeguarding Joint Workforce Development Group	Working on behalf of Herefordshire Council 2.5 days per month to support the work of the HSCB /HSAB Joint Workforce Development Group.		
5. To manage and Support the Digital Apprenticeship System ( DAS)	<p>Under the government requirements all public services have to have a minimum number of staff completing an apprenticeship each year. It has been set at 2.3% of their staff numbers. This equates to a minimum of 79 apprenticeships. (29 in HC and 50 in Schools)</p> <ol style="list-style-type: none"> <li>1. To manage DAS and register 79 apprentices on the system = 3 hours per apprentice. Total 237 hours</li> <li>2. To assist and manage recruitment of new apprentice from initial enquiry to appointment @ 2 days per apprentice = 40x2 Total 80 days</li> <li>3. To support and procure Training from external provider on behalf of HC @ 1 day per apprentice,10 X 1 day = 10 days</li> <li>4. To support each directorate and school to ensure money is allocated within the limits of the Levy provided to each area. 1 day per apprentice x79 = 79 days.</li> </ol> <p>Total = 1505 hours</p>		

6. Other		<p>TO BE QUOTED FOR ON A CASE BY CASE BASIS AND COSTS AGREED BEFORE WORK COMMENCES.</p> <p>a) Ad hoc reports or projects</p> <p>b) Provision of information to respond to FOI requests</p> <p>c) Provision of face to face training is not included but will be quoted for separately.</p>	
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- Maintain the agreed hours of operation - 8.30 AM – 5.00 PM Monday to Friday (excluding bank/ public holidays).
- To ensure an efficient user experience in using e-learning service
- Provide weekly performance reports to agreed timescales

#### JOINT OVERALL RESPONSIBILITIES

- Provide clear communication to learners to ensure that the e-learning and Practice Placement programmes are clearly understood.

#### POINTS OF CONTACT

The main points of contact for Training and Education are:

<p>Training and Education Service Manager– Roger Clarke  <a href="mailto:Roger.Clarke@hoopleltd.co.uk">Roger.Clarke@hoopleltd.co.uk</a>          Tel: 01432 260209</p>	<p>Head of Human Resources and Organisational Development – Tracey Sampson  <a href="mailto:Tracey.Sampson@herefordshire.gov.uk">Tracey.Sampson@herefordshire.gov.uk</a>          01432 383715</p>
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## Appendix 6 – Human Resources

### Parties to this Service Level Agreement

This Human Resources SLA forms the basis upon which the service will be provided by HOOPLE LTD (Hoople) to THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL (“the Customer”) in accordance with the Shared Services Agreement between the two organisations dated

#### **Hoople**

#### **The County of Herefordshire District Council**

**Head of HR and OD  
Tracey Sampson**

**Date**

**Assistant Director for Communities,  
Commissioning and Economic  
Development**

**Date**

**Richard Ball**

### Service Description and model

- a. Transactional services  
Completion of all transactional processes for payroll, recruitment and DBS including the updating of HR information, which cannot (currently) be done electronically by managers.
- b. Expert Advice –Recruitment services and Schools Statutory services  
Specialist services or support to specific activities which require expert knowledge and experience such as recruitment, schools statutory services.
- c. Casework and case management  
Provision of employee relations and other advice relating to capability, disciplinary, dispute procedures (including grievances) and as necessary detailed support and management of complex or advanced cases including the commissioning of legal advice.
- d. Consultancy – specified projects, programmes and change management activities  
Support for organisational development, design and change management support associated with the service reviews and redesigns, the reorganisation of teams, redeployment of individuals, changed ways of working.
- e. HR transactional process and data management and reporting  
Provision of HR admin and support for activities that cannot be actioned electronically by managers. Delivery of a data management and reporting function.

The above services will be provided by Hoople and will be managed by the Head of HR and OD (joint post for Council and Hoople).

The revised Hoople HR service is based on the following principles:

- a. The Council acknowledges and supports the principle that day to day people management and performance is the responsibility of each line manager and will ensure that managers are aware of the nature of the service available from Hoople HR
- b. Both parties will ensure that policies, procedures and other support, such as web-based service, will be designed in a way which supports managers in the effective delivery of their people management responsibilities
- c. Within the scope of this SLA regular performance data and work reviews will help ensure that the overall work programme responds effectively to changing needs. Work commissioned beyond the SLA will be charged at a rate which reflects the additional cost of providing additional capacity or expertise. This will be determined, agreed and specified in relevant business case. Head of HR and OD, and HR Commissioner will agree any change to resource deployment as a result of changing priorities.
- d. The purchase of certain services lies beyond the scope of this SLA and will be subject to separate negotiation as required e.g. legal advice on specific cases, specialist support on issues which are beyond the scope of the commissioned Hoople HR service.
- e. The HR service will be managed by the Head of HR and OD. However, employees will still be employed by Hoople, and the integrated service arrangement will be reviewed in partnership so as to ensure that Hoople maintains its legal and contractual obligations to its employees.

**f. SLA OUTLINE**

**HR SERVICES PROVIDED TO HC BY HOOPLE –Total £439k (excluding overheads)**

HR Services will be provided by Hoople managed by the Head of HR and OD (Council and Hoople). The following services will be provided through service agreement between Hoople and HC

The strategic direction and leadership along with management of HR operational, advisory functions and all transactional services will be the responsibility of the Head of HR and OD. The Head of HR and OD will be supported by the Hoople HR Management team and employees within the various HR teams will still be employed by Hoople. The Head of HR and OD will ensure that that Hoople maintains its legal and contractual obligations to its employees. Any proposed change to working arrangements, conditions, activities and functions will be agreed between HC and Hoople Ltd.

<b>SERVICE</b>	<b>SERVICE DESCRIPTION</b>
1. Complex Casework and Case Management	Provision of employee relations and other advice relating to all casework including capability, disciplinary, dispute procedures, grievances, absence management. Provision of lead case coordination role and detailed support and management of complex or advanced cases including the commissioning of legal advice.
2. HR Business Partner / Specialist HR Support	Provision of HR support for specific HR projects and change management including organisational development, design and change management support associated with the service reviews and redesigns, redeployment of individuals, changed ways of working. Other specialist support including job evaluation
3. HR Transactions and Data Management	Provision of HR admin and support for activities that cannot be actioned electronically by managers. Delivery of a data management including statutory reporting and FOI and data integrity and quality.

4. HR Policy Development	Provision of HR policy development function ensuring that Hr policies are developed and reviewed in line with legislation and best practice; ensuring a programme of review and consultation with recognized trade unions.
5. Recruitment Services including DBS	<p>Provision of an in-house, direct recruitment service including senior strategic resourcing support, provision of online application process, automated applicant tracking and processing, pre-employment checks, advisory support for recruitment policy, procedure, compliance and best practice</p> <p>Provision of Hoople Recruitment agency services as Tier 1 supplier</p> <p>Acting as strategic resourcing partner for HC, management of al HC resourcing needs</p> <p>Management of NEPRO contract</p> <p>Management of Matrix neutral vendor contract</p>
6. Schools Statutory Services	<p>Provision of statutory support to schools on behalf of DCS in line with schools staffing regulations to deliver statutory schools functions</p> <ul style="list-style-type: none"> <li>a. School model policy development</li> <li>b. Consultation and negotiation with trade unions</li> <li>c. Statutory functions in line with schools staffing regulations and reporting</li> </ul>
7. Payroll and Pension Services	Provision of payroll and pension services including administration of HC and member payroll, payments , LGPS administration, Teacher Pension Scheme, maternity/ paternity, 2 days unpaid leave, benefits administration.

**KEY CUSTOMER DEPENDENCIES / RESPONSIBILITIES**

- Confirm HR deliverables and requirements at the commencement of the year
- Determine required resources aligned to specific programmes of work
- Comply with formal notification / instructions timeframes for processing
- Inform Hoople of any changes to requirements which may affect the delivery of the SLA

**Service Volumes**

Service	Unit	2017/18 Plan	2017/18 Tolerance
<b>Payroll processing – routine</b>	Starters	70	0%
	Changes (payroll)	500	0%
	Leavers	220	0%
	Salary sacrifice schemes (including car parking)	90	0%
	Emergency payments	50	0%
<b>Payroll processing – change management</b>	Redundancy estimates	10	0%
	Pension estimates	60	0%
<b>Payroll processing – data management</b>	Payroll ad hoc reports	5	5%
<b>Payroll processing – data management</b>	Payroll FOI	10	5%

Service	Unit	2017/18 Plan	2017/18 Tolerance
<b>Permanent recruitment</b>	External appointments	70	0%
	Internal appointments	80	0%
<b>DBS Service</b>	Employees	600 in total	0%
	Rolling Programme		0%
	Fostering & Adoption		0%
	Taxi licensing		0%
	Transport		0%

Service	Unit	2017/18 Plan	2017/18 Tolerance

**Points of Contact**

The main points of contact for Human Resources are:

Head of HR and OD – Tracey Sampson <a href="mailto:Tracey.Sampson@herefordshire.gov.uk">Tracey.Sampson@herefordshire.gov.uk</a> 01432 383715	
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