

SCHEDULE 2 – RELATIONSHIP AND CONTRACT GOVERNANCE**1. REPRESENTATIVES****1.1. Contract Manager**

- 1.1.1. The Contract Administrator shall appoint a number of representatives (the “Client Representatives”) including a Contract Manager to act in the name of the Contract Administrator for the purposes of this Contract as detailed in Annex 1 (Key Staff).
- 1.1.2. The areas of responsibility for each Client Representative, their authority to act on behalf of the Client and any limitations on their authority shall be as described in Annex 1 (Key Staff) or otherwise notified in writing by the Contract Manager to the Service Partner during the Contract Period.
- 1.1.3. The Contract Manager shall give notice in writing to the Service Partner of the establishment of further post holders as Client Representatives (in addition to those specified in this Schedule 2 (Relationship and Contract Governance) or if any of the post holders specified in Annex 1 (Key Staff) cease to be Client Representatives. Until such notice is given, the Service Partner shall be entitled to treat as the Client Representatives only those postholders specified in Annex 1 (Key Staff) or last notified to the Service Partner as being the Client Representatives.
- 1.1.4. The Contract Manager shall throughout the Contract Period ensure that they (or duly authorised deputy) are available for consultation with the Service Partner at all reasonable times.
- 1.1.5. The Contract Manager shall be deemed to be empowered on behalf of the Contract Administrator for all purposes connected with the Services and in particular (but without limitation) any notice, information, instruction or other communication given or made by or to the Contract Manager shall be deemed to have been given or made by or to the Client.
- 1.1.6. Such management may also include informal liaison between the contract representative, but shall not preclude informal liaison between “like for like” personnel on the part of the Client and the Service Partner.

1.2. Account Director

- 1.2.1. The Service Partner shall ensure that at all times from the Contract Date and throughout the Contract Period a senior person with suitable, sufficient and relevant experience and qualifications is appointed as the Account Director and is available to be contacted by the Contract Manager at all times during Office Hours (between 8am and 6pm) in each Business Day. An out of Office Hours telephone number shall be made available which provides access to the Account Director or a person acting in his place at all times.
- 1.2.2. The Service Partner shall appoint as the first Account Director the person named in Annex 1 (Key Staff). The Service Partner shall within ten (10) Business Days of the Contract Date give written notice to the Contract Manager of the identity of

any person it proposes to authorise to act for any period as a deputy for the Account Director together with details of their qualifications and experience. The Service Partner shall forthwith give written notice to the Contract Manager of any subsequent proposed appointments or authorisations with similar details. The Service Partner shall consult with the Contract Administrator prior to appointing any person as Account Director or as deputy for the Account Director.

- 1.2.3. The Account Director or duly authorised deputy shall be the authorised representatives of the Service Partner and as such are empowered on behalf of the Service Partner for all purposes connected with this Contract. Any notice, information, instruction or other communication given or made to the Account Director or deputy shall be deemed to have been given or made by or to the Service Partner.

2. CONTRACT MANAGEMENT AND GOVERNANCE STRUCTURE

- 2.1. The governance arrangement is provided at Annex 1. The governance arrangement provides clarity of the structure to be utilised for the operational contract period (including transition and exit), ensuring both the Client and the Service Partner are clear on how they will formally interface and how senior management and stakeholder input is assessed and secured.
- 2.2. The governance arrangements have been tailored to suit the Contract Administrator's specific requirements, Resident engagement arrangements and other related contract governance arrangements including:
 - 2.2.1. the Contract;
 - 2.2.2. regulatory compliance and joint scrutiny
 - 2.2.3. the wider relationship between the Client, the Service Partner and other relevant stakeholders e.g. Neighbourhood Forums
 - 2.2.4. the wider relationship between the Client, the Service Partner and other third parties e.g.
 - i. the Client's Environmental Services contract (which impacts on this contract)
 - ii. the internal (SBC) departmental Service Level Agreements (SLAs) (which impact on this contract)
- 2.3. The governance arrangements set out in this Schedule 2 (Relationship and Contract Governance) shall apply from the Contract Date for the Contract Period in order to ensure the requirements of the Contract are met and in particular:
 - 2.3.1. Establish collaborative partnership working between the Contract Administrator and the Service Partner Account Director
 - 2.3.2. Describe lines of responsibility and accountability within the Client for the delivery of the project
 - 2.3.3. Provide a forum for risk identification / issue resolution / escalation
 - 2.3.4. Management of performance and compliance monitoring
 - 2.3.5. Management of engagement at an appropriate level

- 2.3.6. Internal (Client) conformity/agreement (i.e. between different parts within the Client and third party Service Partners e.g. arvato, integration of data-bases; a need to work with IT and other third parties). There is a need to identify those interdependencies to enable the Service Partner to deliver this Contract e.g. SLA's, internal IT
- 2.3.7. Oversee Mobilisation
- 2.3.8. Benefits are realised e.g. strategic investment approach is developed and realised
- 2.3.9. Administration
 - i. The specification and Payment Mechanism / Performance Management Framework are adhered to
 - ii. A robust quality monitoring, reporting and validation system is in place
 - iii. A clear audit trail of all decisions is maintained.
- 2.3.10. Ensuring Legislation compliance e.g. checking Service Partner's compliance on water hygiene, asbestos, gas safety
- 2.3.11. Ensuring Safeguarding and risk management
- 2.3.12. The Contract programme (overall plus investment and at risk opportunities) is realised
- 2.3.13. Affordability is maintained and value for money achieved
- 2.3.14. Support stakeholders in shaping their interests and influence in the project
- 2.3.15. Stakeholder management and communication / relationships with tenants and other key stakeholders throughout the life of the contract are maintained.
- 2.3.16. Define the role of elected members
- 2.3.17. Provide meaningful information through timely reporting in order for stakeholders to effectively fulfil their roles and aspirations
- 2.3.18. Allocate appropriate resourcing (both Client & Service Partner)
- 2.3.19. Provide a framework from which the Neighbourhood Contract and Business Services Team identifies and monitors the key contract outcomes through the provision of focused resources and informed direction
- 2.3.20. Provide access to best practice and independent expert advice
- 2.3.21. Establish delegated authority
- 2.3.22. Establish an escalation process
- 2.3.23. Plan for a de-mobilisation /exit strategy
- 2.4. There are defined roles under the Contract (Client Contract Administrator and Service Partner Account Director). These roles are to ensure the Contract is administered effectively.

3. AMENDMENT OF THE GOVERNANCE ARRANGEMENTS

- 3.1. Both the Client and Service Partner need to recognise that the governance arrangements and structures set out in this document will need to be reviewed regularly throughout the period of the Contract to ensure that they remain appropriate and workable. It is not

considered that the governance meeting framework will change but attendees and timings may be amended or modified by agreement between the Contract Administrator and Service Partner through the Strategic Management Board. For example, it is considered the Strategic Management Board should meet quarterly from the outset to ensure the Contract gets effective senior management engagement and support but the frequency may be reduced going forward as the Contract and governance arrangements mature.

- 3.2. The provisions and requirements of these governance arrangements will be reviewed on an annual basis by the Operational Management Board and may be varied or amended from time to time by agreement between the Service Partner and the Contract Administrator through sign off by the Strategic Management Board.

4. JOINT WORKING AND COLLABORATION

- 4.1. The Client is keen to work in partnership underpinned by robust governance.
- 4.2. Due to the nature of the Contract (and its interrelationship with other contracts), the Client and the Service Partner must establish a working relationship built upon joint working, collaboration and cooperation between them and other internal third parties such as the Environment Services contract management team. This will ensure a cohesive, well-integrated and seamless continuum of service provision in the Borough.
- 4.3. The Client and the Service Partner will agree, establish and maintain throughout the Contract Period the following for governance purposes:
 - 4.3.1. the Strategic Management Board (SMB) ;
 - 4.3.2. Neighbourhood Forums
 - 4.3.3. the Operational Management Board (OMB);
- 4.4. Neighbourhood Operations Management Teams (North, South, East) – will oversee day to day operational level delivery, through effective joint-working, collaboration and cooperation between the Service Partner and the Client including with other departments within the Client and other relevant third parties that are responsible for the performance of supporting or related functions and/or services retained by the Client.
- 4.5. Such other boards and/or teams as the Contract Manager and the Service Partner Account Director agree are necessary to ensure that the governance of the relationship between the Client, Residents, the Service Partner and other relevant third parties shall be effectively managed and maximum benefit realised including:
 - 4.5.1. Quarterly Neighbourhood Forums (North, South & East), including Residents, Member representation, Neighbourhood Services Managers/Team Leaders and Service Partner operational managers who will work closely with the Operational Management Team.

The Forums will meet prior to the Strategic Management Board and will be chaired, facilitated and organised by the Neighbourhood Managers (by appropriate channels e.g. online). Each forum will be a consultative board to provide effective engagement/opinion for tenants/leaseholders across each area. The forums will be issued with a report on performance and planned works with recommendations from the Operational Management Board (via the Contract Manager). Feedback and recommendations provided by the forums will be considered for implementation by the Operational Management Board prior to

the Strategic Management Board. Where there are operations related issues or individual issues these will be reviewed in context e.g. Service Partner or relevant Operations Management Team or referral made to a third party. Neighbourhood Managers will also review minutes and information with the Contract Manager and publish the minutes on-line.

- 4.5.2. The report to be presented to the Forums by the Contract Manager will include:
- i. Service Partner performance, including update on complaints and lessons learnt etc.
 - ii. Quality assurance and feedback on customer surveys, online enquiries and issues raised (via the Independent Audit Agent – see Resident Customer Services Scope of Services – Schedule 9, part 8)
 - iii. Major Works update and progress including future Major Works Plans/Programmes/Initiatives
- 4.5.3. Neighbourhood Managers will chair and facilitate the forum. Attendees will include:
- i. Tenants and leaseholders who have an exclusive right to make recommendations to the Contract Manager
 - ii. Local Members
 - iii. Other Client departments
 - iv. Other Client contract providers
 - v. Recognised community groups e.g. Neighbourhood Action Groups or resident groups, leasehold forums
 - vi. Thames Valley Police
- 4.5.4. The Client's internal Strategic Corporate Board (to be developed and confirmed) to ensure that the Client's major contracts are effectively aligned and where possible, working collaboratively so there is a seamless continuum of services in the Borough
- 4.5.5. The Client's Member Scrutiny Panel will be informed by the Residents Board (the Board meets quarterly, and has responsibility for co-regulation and resident led scrutiny), that makes nominations to the Client's Scrutiny Panel (in line with the principles of council governance, there is a separation of scrutiny and operational compliance).
- 4.5.6. The Residents Board is a consultative forum, responsible for performance, reporting, complaints (officially recognised by the Ombudsman as the Client's designated person), feedback, improvement and engagement with Residents. The Board will commission scrutiny activity from its Resident-led Service Improvement Team and Service Area Panels that meet monthly or bi-monthly according to service activity.
- 4.5.7. An annual strategic review will be undertaken by the Strategic Management Board.

- 4.6. The governance arrangements should, at all times, reflect a balance between the needs of:
 - 4.6.1. The Contract Administrator to ensure effective monitoring of the Contract and to be satisfied that its statutory functions are being delivered;
 - 4.6.2. the Service Partner to review and monitor the Client's (and other relevant third parties') performance of their respective services and/or statutory duties with regard to any dependencies to minimise risk to the Contract;
 - 4.6.3. The Service Partner to have the time, resources and flexibility to perform its obligations under the Contract and to pursue its improvement plan.

Proposals

- 4.7. The Service Partner shall identify service innovations, in accordance with its Service Delivery Plans as set out in Schedule 10 including Service Delivery Plan 7 – Added Value; Service Delivery Plan 8 – Added Value and Service Delivery Plan 10 – Customer Management - which it wishes to propose to the Client in accordance with paragraphs 4.8 and 4.9 (a “Proposal(s)”).
- 4.8. Where the Service Partner has identified suggestions which it wishes to propose to the Client, the Service Partner shall submit a Proposal for that suggestion to the Strategic Management Board.
- 4.9. For a suggestion to constitute a Proposal, it must meet the Proposal Requirements, as set out in paragraph 4.16 below.
- 4.10. The Service Partner shall submit a Proposal to the Strategic Management Board, it shall do so in sufficient time prior to the meeting of the Strategic Management Board so that the Client’s members of the Strategic Management Board may review the Proposal and shall, if so required, ask the Service Partner to clarify, refine or provide additional information to any part of the Proposal which the Service Partner shall provide prior to the meeting of the Strategic Management Board.
- 4.11. Where the Service Partner submits a Proposal to the Client’s members of the Strategic Management Board, the Client’s members of the Strategic Management Board shall review and the Strategic Management Board shall meet and consider the Proposal in accordance with Schedule 2 (Relationship & Contract Governance) and shall request further information (if necessary) and having considered the Proposal refer it to the appropriate decision making bodies within the Client as may be required (following which it shall be referred back to the Contract Administrator) or where no referral is required the Contract Administrator to whom the Client has given delegated authority shall consider and decide on the Proposal.
- 4.12. Having reached his decision, the Contract Administrator shall:
 - 4.12.1. notify the Service Partner that the Client does not wish to proceed with the Proposal and shall provide feedback for that decision; or
 - 4.12.2. notify the Service Partner that further information is required for a decision to be made setting out what information the Client requires the Service Partner to provide for a decision to be made;
 - 4.12.3. notify the Service Partner that the Client wishes to proceed with the Proposal.
- 4.13. Where the Contract Administrator requests further information pursuant to paragraph 4.12.2, he shall consider the information provided in a timely manner and the Contract Administrator may:

- 4.13.1. notify the Service Partner that the Client does not wish to proceed with the Proposal and shall provide feedback for that decision; or
- 4.13.2. notify the Service Partner that the Contract Administrator wishes to proceed with the Proposal.
- 4.14. If the Contract Administrator decides to proceed with a Proposal the Client and the Service Partner shall agree a project plan for the implementation of the Proposal.
- 4.15. If a Proposal arises between meetings of the Strategic Management Board, the Service Partner shall send the Proposal directly to the Contract Administrator. If the Proposal is determined before the next meeting of the Strategic Management Board, it shall be reported at the next meeting of the Strategic Management Board.
- 4.16. Proposal Requirements means:
 - (a) a detailed description of the proposal including a timed project plan;
 - (b) the estimated costs of delivery of the Proposal;
 - (c) the estimated benefits of the Proposal;
 - (d) an estimate of the Client resources required to implement the Proposal;
 - (e) a description of any technology and/or new processes involved;
 - (f) delivery dependencies for the Proposal if any;
 - (g) delivery risks; and
 - (h) where applicable any gainshare percentage/income sharing attributable to the Proposal.

Transition to a Strategic Payment and Performance Mechanism for the Second Phase of Work

- 4.17. A fundamental objective for the Client in procuring a strategic Contract was to work in partnership with the Service Partner to develop a strategic way of working and paying for the Services and Works. In order to facilitate this, the Contract includes strategic contract governance in Schedule 2. The Client has commissioned an Options Appraisal Review which will provide a detailed analysis of the Client's housing stock and will identify where investment is required and on where.
- 4.18. From the Service Transfer Date the Service Partner will be providing the Works and Services and therefore the Service Partner will begin to collect data in relation to the Client's housing stock and consider alternative pricing and performance mechanisms deploying the methodology set out in the Contract Management Service Delivery plan (as set out in Schedule 10). In doing so the Service Partner shall draw on its knowledge and experience of delivering similar works and services to the Works and Services as well as other relevant considerations including the Options Appraisal Review, the data the Service Partner will have gathered since the Service Transfer Date and its discussions with the Client.
- 4.19. The Service Partner shall propose one or more strategic pricing and performance mechanisms before the Longstop Date which will deliver for the Client a more effective use of its resources.

5. STRATEGIC MANAGEMENT BOARD (SMB) TERMS OF REFERENCE

5.1. The functions of the SMB

5.2. The function of the SMB is to provide the forum in which the partnership is periodically reviewed and considered. The primary objectives and functions of the Strategic Management Board are to:

- 5.2.1. ensure that the Services are being delivered in accordance with the Contract;
- 5.2.2. provide a strategic overview to ensure long-term issues are properly considered
- 5.2.3. ensure Contract cost is within tolerance
- 5.2.4. consider the outcomes of the Annual Review presented by the OMB
- 5.2.5. work towards the transition to a revised strategic payment and performance model for the Second Works Phase
- 5.2.6. ensure effective scrutiny
- 5.2.7. ensure that the objectives of the Contract are met over the full term of the Contract
- 5.2.8. consider government and/or Client policy objectives which may have an impact on the delivery of the Services;
- 5.2.9. assess and mitigate strategic risk
- 5.2.10. ensure an ethos of working in partnership is developed and maintained
- 5.2.11. ensure alignment with both parties' business or service plans
- 5.2.12. ensure effective communication is taking place at all levels
- 5.2.13. provide a strategic overview to ensure resolution of long-term issues
- 5.2.14. consider and report on any changes in Legislation
- 5.2.15. agree proposed efficiencies and changes
- 5.2.16. set year-on-year improvement targets
- 5.2.17. promote Best Value through the management of whole-life costing, through innovation and service improvements and the investment programme
- 5.2.18. resolve any disputes

5.3. Frequency of meetings – The SMB will meet on a quarterly basis. The first meeting of the SMB will take place as soon as practicable and in any event within six (6) weeks of the Contract Date.

5.4. The SMB will hold an Annual Review meeting which may be an expansion of the quarterly SMB to discuss and agree end of year performance, further develop and agree the strategy and set tactical and strategic objectives for the year ahead.

5.5. Membership

- 5.5.1. Full time Members of the Strategic Management Board will include (quorate members asterixed):
 - i. Elected Member/Portfolio Holder *
 - ii. Strategic Director, Place & Development*

- iii. Contract Administrator – Service Lead, Housing Development & Contracts *
 - iv. Service Lead, Housing (People) Services*
 - v. Service Partner Account Director*
 - vi. Service Partner Managing Director*
 - vii. Service Partner Commercial Director*
 - viii. Service Partner Compliance Director*
- 5.5.2. Invitee members will include:
- i. Client Section 151 Officer or nominated representative
- 5.5.3. Other invitees as appropriate may be asked to attend by the Contract Administrator, including
- i. Housing Development & Contracts representative
 - ii. Housing (People) Services representative
 - iii. Environmental Services contract representative
- 5.5.4. Additional technical support will be provided as appropriate by:
- i. Local Authority Monitoring Officer
 - ii. Specialist Client support e.g. HR, legal, procurement, finance, building services etc.
 - iii. Internal Audit
- 5.5.5. External advice/feedback will be sought as appropriate from:
- i. Public Consultation Groups (local & national)
 - ii. Stakeholder Groups
- 5.6. In addition to the standing membership and invitees, other additional individuals in the employment of the Client or the Service Partner may be invited to attend meetings at the invitation or request of either the Contract Administrator or the Service Partner.
- 5.7. Representatives – It is expected that the standing members of the SMB will be in attendance at all meetings. However, in the event that a standing member of the SMB is unable to attend a meeting they may nominate a representative (an "SMB Nominee") to attend on their behalf. Any SMB Nominee will have the same rights and powers at the meeting as the standing member. However, in the event that a standing member from either party does not attend two (2) consecutive meetings the other party will be entitled to raise the matter and request that this is formally reviewed and a replacement member, with appropriate or similar authority is identified if required.
- 5.8. **Strategic Management Board Agenda**
- 5.9. The standard agenda items for SMB will be:
- 5.9.1. Minutes of last meeting and actions arising
 - 5.9.2. Service Partner's Performance Report for the previous quarter, finance report together with such other matters as the standing members will identify as of relevance to the delivery of the services and/or performance of this Contract including:

- i. Overall performance and delivery
 - ii. Customer satisfaction (including tenant engagement) / complaints/ issues via consultation with the Neighbourhood Forums and Independent Audit Agent
 - iii. Notice of Change
 - iv. Overall affordability and costs
 - v. Capital Investment Programme
 - vi. 'At risk' opportunities
 - vii. Review and mitigation of any issues/risks
 - viii. Review of transition to a revised strategic payment and performance model for the Second Works Phase.
- 5.9.3. Client update as appropriate:
- i. Client update
 - ii. Wider government priorities and Legislation
- 5.9.4. Service Partner update as appropriate:
- i. Service Partner update
 - ii. Market in general
 - iii. Business development update
 - iv. Opportunities / technological innovations
 - v. Service Partner Proposals
 - vi. Changes to Service Partner's business – mergers/ acquisitions/ changes to supply chain relevant to contracted provision
 - vii. Impact of any additional business won by the Service Partner in related areas
- 5.9.5. Consideration of and decisions in relation to Service Partner Proposals.

5.10. Minutes

- 5.11. A minute of, or action sheet for, all meetings of the SMB will be prepared by the Client and be circulated to the members of the SMB within the ten (10) days following the date on which the relevant meeting of the SMB was held. All records of the SMB will be kept by the Contract Administrator and will be open to inspection by the Client or the Service Partner at any time.

6. OPERATIONAL MANAGEMENT BOARD TERMS OF REFERENCE

6.1. The Functions of the OMB

- 6.2. The Operational Management Board (OMB) is responsible for monitoring service delivery against service levels and key delivery indicators, and also for ensuring that day-to-day contractual matters are dealt with as efficiently as possible, working closely with the Operational Management Teams. The approach and attitude of the OMB team members who form this group must therefore be ideally suited to a partnering relationship. In summary, its function is to monitor and discuss performance and statutory compliance, to

promote and consider operational changes that would increase benefits to stakeholders, and to manage minor contractual variations.

6.2 The OMB will be the forum for the Service Partner to report to the Client on its performance of the Services and for the Client to monitor the delivery of its statutory functions and the Services generally by the Service Partner in accordance with the Performance Measures (as defined in Schedule 13 (Payment & Performance Mechanism)).

6.3 The functions of the OMB will include:

6.3.1. reviewing the transition and implementation of the delivery of the Services to ensure that the same progresses smoothly and in a timely fashion;

6.3.2. ensuring that the Services are being delivered in accordance with the Contract;

6.3.3. reviewing the performance reports, including delivery against Performance Measures and the payment mechanism and matters arising from it;

6.3.4. reviewing the payment report and agree and sign off payments due;

6.3.5. reviewing Contract cost/affordability and budget (including reviews);

6.3.6. reviewing and discussing proposed changes to the Performance Measures prior to their consideration by the SMB and providing its views to the SMB where appropriate. For the avoidance of doubt any such changes will be implemented through the Change Control Procedure;

6.3.7. assess and manage risk, inclusive of Safeguarding ;

6.3.8. ensuring effective engagement with tenants and resolution of issues/complaints;

6.3.9. manage and resolve issues;

6.3.10. resolving conflicts and disputes without the need to invoke the formal dispute resolution provisions;

6.3.11. escalation of unresolved issues / disputes to SMB;

6.3.12. record/discuss all issues affecting the Contract, for example, compensation events, delays, extensions of time;

6.3.13. reviewing the Client's compliance with its obligations under this Contract (in particular the dependencies)

6.3.14. promote partnership working;

- 6.3.15. the positive exchange of information in good faith such that the Client and the Service Partner inform one another of any events (whether external or otherwise) that may affect the Contract;
- 6.3.16. ensuring the investment programme is being developed and implemented;
- 6.3.17. assessing the delivery of benefits arising from the project;
- 6.3.18. take a forward view of the project/horizon scanning;
- 6.3.19. discussing and agreeing opportunities for sharing best practice across Services delivered by the Service Partner and services retained by the Client;
- 6.3.20. identify efficiencies and necessary changes;
- 6.3.21. reviewing and considering business cases for investment and innovation prepared by the Service Partner;
- 6.3.22. ensure Neighbourhood Forums receive monthly update reports including reports from the Independent Audit Agency identifying issues/concerns;
- 6.3.23. ensure the SMB is briefed and actions taken;
- 6.3.24. reviewing and considering any written updates/reports received;
- 6.3.25. managing the preparation of the Annual Review (or any interim reviews) undertaken by both Parties as set out in the Contract and submitting a draft Annual Report to the SMB for consideration and approval;
- 6.3.26. where agreed by the standing members of the OMB providing written updates to the SMB;
and
- 6.3.27. on an annual basis review the governance arrangements, determining any changes to them for agreement at SMB.

6.4 Membership

6.4.1. Full-time members of the OMB will include:

- i. Client Contract Manager
- ii. Service Partner Account Director
- iii. Client Manager
- iv. Service Partner Contract Compliance Director
- v. Service Partner Performance Improvement Manager

6.4.2. Invitees as required:

- vii. Client Chairs of Sub Groups (as detailed in Annex 1)

- viii. Service Partner Regional Partnership Manager
- ix. Service Partner Safety, Health and Environment Advisor
- x. Client Programme Manager
- xi. Service Partner Head of Engagement
- xii. Finance/Technical/Legal/Procurement/HR representatives as required
- xiii. Other stakeholders as appropriate

6.4.3. Additional advice will be sought as appropriate from:

- i. The wider Neighbourhood Contract and Business Services Team
- ii. Internal Audit
- iii. Insurance
- iv. Wider Local Authority expertise (e.g. legal, financial, HR, technical, procurement)

It is expected that the standing members of the OMB will be in attendance at all meetings.

6.5. However in the event that a standing member of the OMB is unable to attend a meeting they may nominate a representative (a "Nominee") to attend on their behalf. The Nominee will have the same rights and powers at the meeting as the standing member. In the event that a standing member from either party does not attend three (3) consecutive meetings either party will be entitled to raise the matter and request that this is formally reviewed and a replacement member, with appropriate or similar authority is identified if required.

6.6 In addition to the standing membership other additional individuals in the employment of the Client or the Service Partner or in partner agencies, may attend meetings at the invitation or request of either Party. Third party Service Partners and business users may also be invited to the OMB.

6.7 Meetings

6.7.1. Frequency of meetings - The OMB will meet on a monthly basis until such time as agreed otherwise by the Contract Administrator and the Service Partner. The first meeting of the Operational Management Board will take place as soon as practicable and in any event within six (6) weeks of the Contract Date.

6.7.2. Agendas - Not less than five (5) Working Days' notice in advance of each meeting of the OMB an agenda of items to be discussed at the meeting will be circulated to the standing members of the OMB.

6.7.3. Chair – The Parties may adopt such practices for determining the chairing of the OMB as they see fit.

6.7.4. Attendances at meetings - Meetings of the OMB should normally involve the attendance (in person) of the standing membership.

6.7.5. Where the parties so agree meetings may be held by telephone or another form of telecommunication by which each participant can hear and speak to all other participants at the same time.

- 6.7.6. Minutes - Minutes of the meetings of the OMB (including those made by telephone or other telecommunication form) will be made by the Client and circulated promptly to the standing membership, normally within ten (10) Working Days following the date on which the relevant meeting was held.
- 6.7.7. Agendas – the OMB will always consider the Service Partner’s Performance Report for the immediately preceding Service Period, together with such other matters as the standing members will identify as of relevance to the delivery of the Services and/or performance of this Contract.

6.8 Operational Management Board Agenda

- 6.8.1. Minutes of last meeting and actions arising.
- 6.8.2. Review of Service Partner’s Performance and Performance Measures Report for the previous month, together with such other matters as the standing members will identify as of relevance to the delivery of the Services and/or performance of this Contract.
- 6.8.3. Overall performance and delivery including incentives, performance issues.
- 6.8.4. Customer satisfaction (including tenant engagement) / complaints/ issues and recommendations via consultation with the Neighbourhood Forum.
- 6.8.5. Changes - scheduled/ implemented changes to contract, budget and requirements – reasons and implications.
- 6.8.6. Realisation of benefits.
- 6.8.7. Overall affordability and costs:
 - i. Monthly payment;
 - ii. Financial position against contract spend (Review of contract expenditure for the year to date, any deviations from the original budget and their impact on both parties; forecast for remainder of the year).
- 6.8.8. Capital Investment Programme.
- 6.8.9. ‘At risk’ opportunities.
- 6.8.10. Joint risk mitigation (risk log update).
- 6.8.11. Relationship management and development.
- 6.8.12. Service Partner’s business – mergers/ acquisitions/ changes to supply chain relevant to contracted provision.
- 6.8.13. AoB.

6.9 Minutes

- 6.9.1. A minute of or action sheet for, all meetings of the OMB will be prepared by the Client and circulated to the members of the OMB within the ten (10) days following the date on which the relevant meeting of the OMB was held. All records of the OMB will be kept by both the Client and Service Partner.
- 6.9.2. The OMB will give the respective representatives of each Party the freedom to liaise and manage the on-going relationship between the Client and Service Partner as they see fit, subject always to the constraints set by the Contract.

7. OPERATIONS MANAGEMENT TEAMS

7.1. The functions of the Operations Management Teams

The Neighbourhood Operations Management Teams meet and liaise on a regular (sometimes daily) basis and as such are the main operational interface between the Client and Service Partner Related Party, and often, when appropriate, the end users who are receiving the services. Often operations management meetings occur immediately as issues arise before, or as part of, an OMB meeting, as many of the same personnel are involved.

7.2. The main objectives for operational engagement are to:

- 7.2.1. provide early identification of issues;
- 7.2.2. produce monitoring reports and payment reports;
- 7.2.3. discuss and, whenever possible, resolve minor operational issues;
- 7.2.4. where resolution of issues cannot be achieved, escalate to OMB;
- 7.2.5. discuss day to day service provision with both the end users and Service Partner representatives;
- 7.2.6. ensure all parties are clear as to the level of service required; and
- 7.2.7. promote partnership working

Although an informal structure, it typically involves:

- i. Contract Manager
- ii. Neighbourhood representatives e.g. Neighbourhood Managers / Team Leaders / Neighbourhood Housing Officers
- iii. Environment Services representatives
- iv. Service Partner representatives delivering/managing the day to day operations

8. ACCOUNTABILITY OF THE SERVICE PARTNER THROUGH ATTENDANCE AT THE CLIENT'S INTERNAL STRATEGIC CORPORATE BOARD

- 8.1. The Client has developed a Strategic Corporate Board for the purpose of providing an overview of all the Client's contract arrangements, including the Contract. It will look at recent performance over the past year, look forward to "over the horizon" strategic issues and deal internally with any issues which have been escalated to Director/CEO level. The Strategic Corporate Board is linked to the authority's Scrutiny Panel.

[The Client is undertaking a review to develop a Strategic Corporate Board]

- 8.2. The Strategic Corporate Board will meet annually. Attendees will comprise:
 - 8.2.1. The Chief Executive,
 - 8.2.2. Leaders of Slough Borough Council (elected members including portfolio holders)
 - 8.2.3. Contract Administrators for each contract area
 - 8.2.4. Strategic representatives of the Service Partner(s)/Provider(s)
 - 8.2.5. Internal Audit
 - 8.2.6. Supplier Senior representatives by invite
- 8.3. The Service Partner will participate in the Client's Corporate Strategic Board through representative attendance (and where necessary reporting).
- 8.4. It is expected that the Service Partner's representative at the meetings will be the Chief Executive of the Service Partner or another appropriate senior member of the Service Partner's management team (in either case the "Nominee").

9. CLIENT SCRUTINY AND RESIDENTS BOARD

- 9.1. The Service Partner and Contract Administrator will be open to the Client's scrutiny process conducted by the Client's Scrutiny Panel and the Residents Board.
- 9.2. The Client's and Residents Board scrutiny function seeks to achieve greater accountability, efficiency and transparency in decision-making. The role of scrutiny is to act as a check and balance on the executive (the cabinet – the part of the Client which is responsible for the most of the day to day decisions), and to improve the quality of Client decisions and services.
- 9.3. Members of the Residents Panel and the scrutiny panels will carry out reviews of services, procedures and, where necessary, recommend changes to Client policy. This work will be carried out by task and finish scrutiny groups and the Service Partner is required to respond and engage with this process as required.

10. RISK MANAGEMENT

- 10.1. The Service Partner will provide robust risk management techniques including maintaining a Strategic Risk Register and Operational Risk Register.
- 10.2. The Service Partner will adopt the risk management processes used by the Client.
- 10.3. The Service Partner will use the risk management process to understand synergies between the work streams and opportunities for integrated asset management.

KEY STAFF

STRATEGIC MANAGEMENT BOARD (SMB)	
Client Representatives	
Role	Remit
Contract Administrator / Service Lead, Housing Development & Contracts (John Griffiths)	<ul style="list-style-type: none"> - Quorate Member of Board - Has voting rights - To manage strategic relationships and agreeing priorities for the Contract - Point of escalation for strategic and operational matters arising from the Operational Management Board - Review annual performance and agree ongoing performance indicators for the Contract - The Contract Administrator shall appoint a number of representatives (the "Client Representatives") including a Contract Manager to act in the name of the Contract Administrator for the purposes of this Contract
Service Lead, Housing (People) Services (Colin Moone)	<ul style="list-style-type: none"> - Quorate Member of Board - Has voting rights - Senior representative of Housing (People) Services responsible for the day to day management of repairs, voids management, caretaking and cleaning services
Strategic Director, Place & Development (Richard West)	<ul style="list-style-type: none"> - Quorate Member of Board - Has voting rights - Corporate Management Team representative for the council
Cabinet Member for Housing & Community Safety (Cllr Mohammed Nazir)	<ul style="list-style-type: none"> - Quorate Member of Board - Has voting rights - Cabinet Member representing Member interests for the Council
Secretary (Ian Stone)	<ul style="list-style-type: none"> - No voting rights - To draft and agree SMB agendas in liaison with the Contract Administrator and Service Partner Managing Director in advance of each meeting - To provide a contract manager update for each meeting on key areas including service partner service delivery performance, risks and Operational Management Board escalations - To monitor performance indicators of the Contract against targets and escalate to Strategic Management Board where appropriate - Early identification of service issues and risks and to formulate improvement plans - Ensure consistent financial message is cascaded throughout the partnership

Service Partner Representatives	
Role	Remit
Managing Director, Osborne Built Environment (John Craig)	<ul style="list-style-type: none"> - Quorate Member of Board - Has voting rights - Senior Service Partner representative - To manage strategic relationships and agreeing priorities for the Contract - Point of escalation for strategic and operational matters arising from the Operational Management Board - Review annual performance and agree ongoing performance indicators for the Contract
Commercial Director (Alan Baybut)	<ul style="list-style-type: none"> - Quorate Member of Board - Has voting rights - Service Partner representative empowered on behalf of the Service Partner for all purposes connected with the partnership commercial offer
Account Director (Interim) (Scott Hughes)	<ul style="list-style-type: none"> - Quorate Member of Board - Has voting rights - The Account Director or duly authorised deputy shall be the authorised representatives of the Service Partner and as such are empowered on behalf of the Service Partner for all purposes connected with this Contract. Any notice, information, instruction or other communication given or made to the Account Director or deputy shall be deemed to have been given or made by or to the Service Partner. - To monitor performance indicators of the Contract against targets and escalate to Strategic Management Board where appropriate - Early identification of service issues and risks and to formulate improvement plans - Ensure consistent financial message is cascaded throughout the partnership
Compliance Director (Simon Holmes)	<ul style="list-style-type: none"> - Quorate Member of Board - Has voting rights - To monitor performance indicators of the Contract against targets and escalate to Strategic Management Board where appropriate - Management of all statutory compliance responsibilities for the partnership - Early identification of service issues and risks and to formulate improvement plans - Ensure consistent financial and compliance message is cascaded throughout the partnership - Management of Health/Safety and Environment for the partnership

OPERATIONAL MANAGEMENT BOARD (OMB)

Client Representatives

Role	Remit
<p>Contract Manager (Ian Stone)</p>	<ul style="list-style-type: none"> - Has voting rights - The Contract Manager or duly authorised deputy shall be the authorised representatives of SBC and as such are empowered on behalf of SBC for all purposes connected with this Contract. Any notice, information, instruction or other communication given or made to the Contract Manager or deputy shall be deemed to have been given or made by or to SBC. - To draft and agree OMB agendas in liaison with the Service Partner Account Director in advance of each meeting - To manage key contractual areas including service partner service delivery, performance and risks - To present for consideration escalated risks, issues and proposed agreements for inclusion on the Agreement Register proposed through all Operational Management Board Sub Groups - To monitor performance of the Contract against targets and escalate to Strategic Management Board where appropriate - Early identification of service issues and risks and to formulate and monitor service partner improvement plans - Consider any operational agreements for addition to the contract Agreement Register, and where considered they require formal contract variation by consensus agreement of the Board escalate to SMB for formal agreement - Ensure consistent partnership message is cascaded throughout the service
<p>Client Manager (Ray Evans)</p>	<ul style="list-style-type: none"> - Has voting rights - As client performance lead to provide an update for each meeting on key performance areas, monitor performance indicators, identify emerging risks, issues and Performance Sub Group escalations where appropriate - As client financial representative to identify any commercial risks or issues and raise through Commercial Operational Management Board Sub Group - As client financial representative to explore and discuss any proposed commercial agreements to be added to the contract Agreement Register - Consider any operational agreements for addition to the contract Agreement Register, and where considered they require formal contract variation by consensus agreement of the Board escalate to SMB for formal agreement

Service Partner Representatives	
Role	Remit
Service Partner Account Director (Interim) (Scott Hughes)	<ul style="list-style-type: none"> - Has voting rights - The Account Director or duly authorised deputy shall be the authorised representatives of the Service Partner and as such are empowered on behalf of the Service Partner for all purposes connected with this Contract. Any notice, information, instruction or other communication given or made to the Account Director or deputy shall be deemed to have been given or made by or to the Service Partner. - To draft and agree OMB agendas in liaison with SBC Contract Manager in advance of each meeting - To monitor performance indicators of the Contract against targets and escalate to Strategic Management Board where appropriate - Early identification of service issues and risks and to formulate improvement plans - Consider any operational agreements for addition to the contract Agreement Register, and where considered they require formal contract variation by consensus agreement of the Board escalate to SMB for formal agreement - Ensure consistent partnership message is cascaded throughout the service
Compliance Director (Simon Holmes)	<ul style="list-style-type: none"> - Has voting rights - To monitor performance indicators of the Contract against targets - Management of all statutory compliance responsibilities for the partnership - As a member of the Compliance Sub Group to identify any compliance risks or issues and raise through the Compliance Operational Management Board Sub Group - Early identification of service issues and risks and to formulate improvement plans - Consider any operational agreements for addition to the contract Agreement Register, and where considered they require formal contract variation by consensus agreement of the Board escalate to SMB for formal agreement - Management of Health/Safety and Environment for the partnership
Performance Improvement Manager (Stanley Muguo)	<ul style="list-style-type: none"> - Has voting rights - To monitor performance of the Contract - To proactively monitor trends and forecasts and provide early warnings - To identify and agree mitigation measures where performance failures have been identified - To analyse and provide timely performance information in an agreed format - To provide monthly performance reports for OMB - To draft the Annual Performance Review Report for OMB

DAY TO DAY OPERATIONS (MANAGED THROUGH SUB GROUPS)	
Commercial & Performance Sub Group	Chair – Ian Stone, Contract Manager
Compliance Sub Group	Chair – Ian Stone, Contract Manager
Capital Investment Sub Group	Chair – Ray Evans, Programme Manager
SROI	Chair – Ray Evans, Client Manager
Communications Sub Group	Chair – Tony Turnbull, Neighbourhood Manager
IT Sub Group	Chair – Alun Dowling, Client IT Project Manager
Voids & Repairs, Caretaking & Cleaning Sub Group	Chair - Ian Stone, Contract Manager
Customer Experience Sub Group	Chair – Liz Jones, Neighbourhood Manager

Governance Structure

Inclusive of
 Client and Service Partner Engagement with Residents
 Client Co-Regulation and Scrutiny

Slough Borough Council

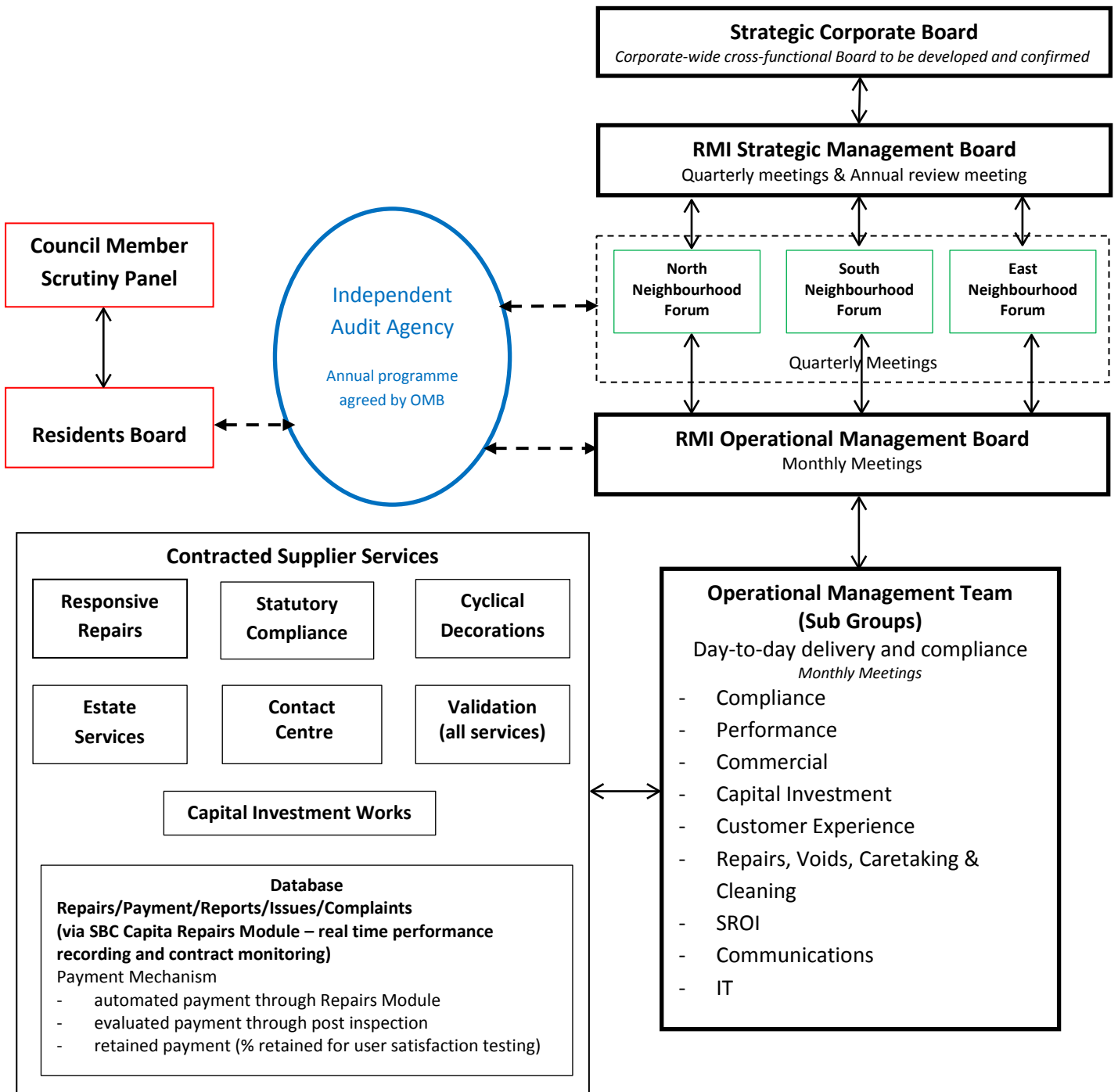
Scrutiny & Audit Role

Business Delivery

Scrutiny & regulatory compliance

RMI Governance Structure

Statutory and operational decisions, consultation and engagement



RMI Contract Operational Governance Structure

