

Independent Jersey Care Inquiry

INQUIRY RULING

APPLICATION FOR LEGAL FEES FOR SLATER & GORDON ON BEHALF OF JERSEY CARE LEAVERS ASSOCIATION

An application is made by Slater & Gordon by way of an e-mail dated 19 May 2014. A copy of the e-mail is attached to this Ruling.

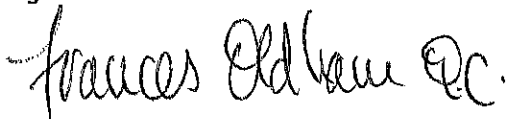
The application is made pursuant to paragraphs 10 to 18 of the Inquiry Protocol: Legal Representation.

The application for payment of legal fees is put on a number of basis, including the wish to directly question witnesses; propose questions; propose lines of inquiry; examine evidence; propose recall of witnesses where appropriate and contribute to any policy and good practice issues.

The application has been approved save for the request to put questions to witnesses. No legal representative will be entitled to directly question witnesses, as set out at paragraphs 11 and 12 of the Inquiry Protocol – Oral Hearings. They may propose questions to Counsel to the Inquiry, will not be given the opportunity to put questions direct to witnesses.

The approval of the application is also subject to the Inquiry receiving the relevant names of those individuals who are represented by Slater & Gordon and therefore encompassed by the application.

Signed:



Frances Oldham QC

23 May 2014

COI: application for award

Alan Collins <ACollins@slatergordon.co.uk>

Mon 19/05/2014 13:49

To: Jersey Care Inquiry <info@jerseycareinquiry.org>;

Cc:

 2 attachments

Jersey_Care_Leavers_Association_HSS_20130510.docx; ATT00001.txt;

Dear Sirs

On behalf of the JCLA I now submit an application for an award of legal fees pursuant to parts 10 to 18 of the Legal Representation protocol.

The JCLA does not have the financial wherewithal to meet legal fees. It is entirely dependant on the States Of Jersey for its financing and a copy of its service agreement is attached. It is not a public body or organisation that has financial resources. The agreement with the States of Jersey does not encompass legal fees. It would in the circumstances be unreasonable to expect the JCLA to meet any legal fees itself.

Having recognised that the JCLA is an interested party, and that it should have legal representation, it is in the public interest for an award to be made. To withhold an award the JCLA would be prejudiced because it will be deprived of the legal representation that it needs.

The JCLA has formed an integral part of the victims' fight for recognition, and justice. It has provided support and advocacy for victims in relation to the civil and criminal processes, and the campaign for a committee of inquiry. It has a substantial contribution to make to the COI, and has already advised as to the subject matters that it wishes to be heard on.

The JCLA wishes to be in a position through its lawyers to:

- * put questions to witnesses;
- * propose questions;
- * propose lines of inquiry;
- * examine evidence;
- * propose recall of witnesses where appropriate;
- * contribute to any policy and good practice issues;

I will head the "team" which in effect will be me and one trainee solicitor. I do not anticipate instructing counsel.

On the basis of the work undertaking by me in relation to the civil proceedings, and redress scheme I anticipate approximately ten hours per week.

I do anticipate requesting to be allowed to be present at a small number of hearings but this maybe premature.

I therefore anticipate the work plan as follows:

- * Examination of evidence;
- * Consideration of transcripts;

- * consultation with JCLA on a regular basis, primarily by telephone, but at least one face-to-face meeting per month;
- * allied to be above will be the formulation of questions and submissions;

I do anticipate the work plan being reviewed on an ongoing basis and revised.

is concerned that if supplies details of office holders and members at this juncture she might be breaching data protection provisions. I am unsure as to the relevance of this information anyway, but suggest you advise as to whether this application has been successful or not, and the issue can be revisited if you feel it necessary to do so.

I trust I have supplied all the information you need.

Yours faithfully

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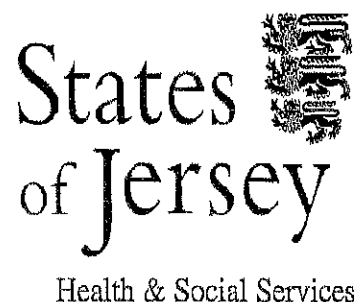
A list of the names of the members of Slater & Gordon (UK) LLP is available for inspection at 50-52 Chancery Lane, London, WC2A 1HL.

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DRAFT



**Letter of Agreement for Grant for
Jersey Care Leavers Association**

to be provided by

Health and Social Services Department

This letter constitutes an agreement between the Jersey Care Leavers Association and the Health and Social Services Department of the States of Jersey. It sets out the services that are to be provided, performance and monitoring arrangements and payment terms; these may be changed or varied during the agreement period should both parties agree.

This agreement is for a period of 2013 year from 1st January 2013

The main contact for HSSD commissioners is Andrew Heaven (Assistant Director Commissioning)

Both organisations may nominate a deputy.

Both parties are required to comply with relevant, applicable legal and regulatory requirements, including safeguarding, recruitment practices, health and safety, equal opportunities, confidentiality and data protection and adherence to professional registration requirements and professional codes of practice.

Description of Services

The Jersey Care Leavers' Association provides support to care leavers who have suffered neglect or abuse in the past. This support is offered from a central location three mornings a week Monday, Wednesday and Friday (9.30am – 1.30pm) which allows care leavers to talk in comfortable safe and friendly environment. A telephone service is also offered during these hours.

The Association will assist individual's to access childhood case records, to help care

leavers understand their past.

The Association will provide support for those care leavers who are likely to be affected by the Commission into Historic Child Abuse Cases in Jersey as well as those care leavers who are seeking compensation as part of the redress scheme led by HSSD.

Staff and Volunteers

The service will be delivered by three volunteers

The Jersey Care Leavers Association will undertake to operate sound volunteer recruitment, selection and vetting procedures which will include the appropriate level of SRB checks.

The Jersey Care Leavers Association undertakes to provide or allow access to appropriate training and development to ensure that volunteers are competent to undertake their role.

The States will give access to appropriate training and development programmes and courses wherever possible.

The Jersey Care Leavers Association will ensure that staff / volunteers are properly managed and supervised to follow best practice and provide quality services.

Safeguarding

The Jersey Care Leavers Association will have and operate a safeguarding policy and procedures that will align and dovetail with those of the States.

Where these policies and procedures do not currently exist or need development H&SS will assist Jersey Care Leavers Association to create or modify these.

The Jersey Care Leavers Association will ensure that staff / volunteers are versed in the safeguarding of adults and are properly supported should they raise safeguarding concerns.

The Jersey Care Leavers Association must ensure that that all staff receive appropriate awareness training to protect the safety of vulnerable clients and patients, particularly older people and children.

The Jersey Care Leavers Association is required to comply with any changes to safeguarding requirements, policy, procedures and practice as these are developed by the States.

Management and Governance

The Jersey Care Leavers Association will ensure that the service are properly managed and that there are proper organisational and practice governance arrangements in place to ensure that the service is safe of good quality and adheres to best practice.

Performance Measures, Quality Standards Reporting and Monitoring

The Jersey Care Leavers Association will collect the following data and performance information and provide this to the H&SS main contact on a quarterly basis within 3 weeks of the end of the relevant reporting period:

- a record of the number of contacts made during the quarter
- a record of new contacts made during the quarter
- a record of the general type of support requested during the quarter
- a record of the number and type of services referred to during the quarter

H&SS undertake to:

- meet with the Jersey Care Leavers Association on a quarterly basis to review progress against the SLA and discuss performance, improvements or any changes that need to be made to the service;
- keep Jersey Care Leavers Association informed of additional requirements and the need for service developments;

H&SS will have regard to existing data systems (electronic or otherwise) in formulating any additional data or performance requirements.

H&SS will assist the Jersey Care Leavers Association in developing and implementing performance improvements through the monitoring meetings and in other appropriate ways. Where systems need to be integrated with those of the States or other relevant organisations the States will resource (financial or otherwise) any developments or changes required where these are necessary for the delivery of the service and to the agreed performance and quality standards and are not already covered in the grant.

Retention of Records

The Provider shall keep and maintain until at least two years after the end date of this SLA, or as long a period as may be agreed between the Parties, full and accurate records including the services provided under it, staffing and employment records, together with all payments made, and all expenditure reimbursed, by the States. The Provider shall, on request, afford the Commissioners or their representatives such access to those records as may be required in connection with the Agreement, shall co-operate fully with the Authority or the Authority's representatives in respect of any reasonable requests and shall respond in a timely manner to any questions raised.

Complaints

The Jersey Care Leavers Association will operate a complaints procedure and ensure that information on how to complain is provided to users of the service(s).

Confidentiality

The Jersey Care Leavers Association will ensure that all records (paper and electronic) are kept securely and that the confidentiality of users of its service(s) is maintained at all times. Any breach or leakage of data or information must be reported to H&SS at the monitoring meetings or, if a serious breach (e.g. where other organisations, groups or individuals might be affected) must be reported immediately to the H&SS main contact person or his / her nominee.

Insurance

The Jersey Care Leavers Association will secure and maintain appropriate insurances which should include: employers liability (to include volunteers, if used), public liability, professional indemnity (where appropriate), and premises.

The Jersey Care Leavers Association is responsible for ensuring that they have adequate insurance cover to meet any claims arising from the provision of its services and from accident or negligence.

Review of Agreement and Termination

This agreement will be subject to a formal annual review. If, within the term of the contract, changes are identified affecting the nature, quality, amount of service these will be jointly agreed between H&SS and Jersey Care Leavers Association with an implementation timescale. If the review is at the end of the contract H&SS commissioners will decide (wherever possible with the provider) if the agreement is to be continued, any necessary changes in the nature, quality or volume of the service required, and the level of grant to be made.

Should there be a serious breach of this agreement by either the Jersey Care Leavers Association or the States then either party has the right to terminate the agreement with 1 months notice.

Financial Value and Payment

Payment of the annual contract sum of £38,220 shall be made to the Jersey Care Leavers Association by the States in advance on annual basis.

To note: On the advice of the Chair of the Jersey Care Leavers Association the annual sum was only paid for the last four months of 2013 which was at a total pro rata cost of £12,740

Signatures

Signed on behalf of the Provider, the Jersey Care Leavers Association

Date

Signed on behalf of the Commissioner – States of Jersey Health & Social Services
Department

Andrew Heaven (Assistant Director Commissioning)

Date