

SERVICE LEVEL AGREEMENT

Between

(The Council)**(The Provider)**

Darlington Borough Council
Address

AND

Name of provider to be filled in
Address

1 Name of Scheme:**Location of Scheme:**

2 The Council's Contact Point
Name, position, address and telephone number
of Contact Person (day to day):

Name, position, address and telephone number
of responsible person:

The Organisation's Contact Point:
Name, position, address and telephone number
of Contact Person (day to day)

Name, position, address and telephone number
of responsible person:

3 Service User group/target group:**4 Aim of the scheme:****5 Objectives of the scheme and links with the Darlington Community Strategy:**

6 Performance Indicators

Output Description

Outputs

7 Service availability / targets:

8 Catchment Area of Scheme:

9 Criteria for Receiving Service:

10 Review Process:

11 Discharge Process:

12 User Consultation Process:

13 Agreement Period:

	Years	Months	
Duration of Agreement			Start Date:
			Review Date:
			End Date:

14 Funding Source:

15 Funding Arrangements:

Financial Summary -		Revenue Costs	£
		Capital Costs	
		Total Costs	
		Funding from DBC	

16 Payments System:

17 Respective Responsibilities:**Responsibilities of the Provider**

Maintain a record of people using the range of services provided by the Service.

Ensure that it is fully aware of its responsibilities with regard to current legislation and regulations relevant to the organisation and the service provided.

Responsible risk taking shall be regarded as normal. The Provider shall have in place mechanisms to ensure that management complete an "assessment of risk" on all aspects of activities, and clear guidance on safety precautions shall be produced for staff.

Devise and maintain monitoring and evaluation systems.

Facilitate visits and co-operate with other appropriate monitoring activities by the Council's representatives.

Ensure the service is appropriately publicised to ensure it reaches the maximum number of potential Service Users.

Follow the principles set out in the Local Compact between the Voluntary, Community and Public Sectors in Darlington.

Responsibilities of the Council

Ensure the Provider is aware of nominated officers as contact points, and notify the Provider in writing within a reasonable period of time of changes to Nominated Officers as they occur.

Follow the principles set out in the Local Compact between the Voluntary, Community and Public Sectors in Darlington.

18 Staffing Structure:

The provider will set out the details of staffing and management structure of the scheme which will be attached as Appendix 1.

19 Staffing Requirements:

The Provider will provide adequate staffing to meet targets and ensure the smooth running of the service.

The Provider shall not employ staff, or recruit volunteers without first obtaining at least two satisfactory written references, one of which should, (where possible), be from the previous employer. The Provider shall also undertake CRB checks and Department of Health checks for all members of staff where necessary.

The Council reserves the right to approve, or be involved in the recruitment of significant appointments.

All staff will be supplied with a contract of employment, a detailed job description and a person specification. Additionally, all volunteers will be issued with details of the tasks expected of them.

The Provider shall ensure that all staff and volunteers receive induction and ongoing training appropriate to the tasks they are expected to undertake.

The Provider shall ensure that all staff, including managers, receive regular supervision which is recorded in a standardised way.

20 Equal Opportunities:

The Council is committed to equality of opportunity for all in service delivery, employment and in the way it operates as an organisation. The Council therefore requires the Provider to comply with all legislative requirements relating to equal opportunities together with the additional requirements of Darlington Borough Council's Equal Opportunities Policy. As such, the Provider will not discriminate on the grounds of age, class, gender, sexual orientation, disability, unrelated criminal convictions, colour, race, ethnic origin, nationality, employment status, HIV status, marital status, religious or political beliefs, trade union activities, commitments as a carer or responsibility for dependants.

The Provider shall have in place an equal opportunities policy which will apply to those who currently receive services from the Provider, or on behalf of the Provider, potential users of the Service; their carers; other agencies and professionals; employees; job applicants and the general public.

In the event of any finding of unlawful discrimination in the areas covered by Darlington Borough Council's Equal Opportunities Policy being made against the Provider, or any other sub-contractor employed by the Provider during the period covered by this agreement by any Court, Employment Tribunal, or an adverse finding in any formal investigation by the Equal Opportunities Commission, the Racial Equality Commission or the Disability Rights Commission over the same period, the Provider shall inform the Council of this finding forthwith and shall take appropriate steps to prevent repetition of the discrimination.

The Provider shall, on request, provide the Council with details of any steps taken under these circumstances and provide such information as the Council may reasonably request from time to time for the purpose of monitoring the Provider's compliance in relation to this Agreement.

The Provider shall observe the Race Relations (Amendment Act) 2000 which places a general duty on the Council, as a public authority, to be proactive in promoting race equality in terms of employment and service delivery. The legislation requires public authorities to work to avoid unlawful discrimination before it occurs and to promote equality of opportunity and good relations between people of different racial groups.

Discrimination in the areas covered by Darlington Borough Council's Equal Opportunities Policy against any individual or group of people will be seen as a breach of the conditions of this agreement.

The Service Provider is required to comply with the Disability Discrimination Act 1995, the Equal Pay Act 1970, the Sex Discrimination Act 1975 and the Race Discrimination Act 1996 and this shall be reflected in documentation relating to the service.

21 Child Protection Policy:

The Provider shall have in place a satisfactory Child Protection Policy.

22 Human Rights Act 1998:

In providing services on behalf of a public authority, the Provider is subject to the provisions of the Human Rights Act 1998 and should have regard to the provisions of the European Convention of Human Rights which have been incorporated into our law as a result of the enactment of the Human Rights Act 1998.

The Provider shall indemnify the Council in respect of all claims, demands, legal proceedings and financial costs howsoever arising from the failure of the Provider to respect the Convention Rights of the Service Users whilst the Service Users are in receipt of the Service.

23 Third Parties

This contract does not confer upon any third party any rights under the Contracts (Rights of Third Parties Act) 1999.

24 Insurance:

The Provider will indemnify and keep indemnified the Council and its members and employees throughout the duration of the agreement as extended, varied or renewed from time to time in respect of all damage or injury to any persons or property and against all actions, claims, demands, whether criminal or civil and any costs, charges, expenses whatsoever arising in connection therewith which shall be occasioned directly or indirectly by the Provider and its servants, agents and/or sub-contractors and ensure that the insurance policies hereinafter are maintained throughout the duration of the contract and will ensure that no act or omission is occasioned whereby the said insurance policies can be rendered void or voidable.

The Service Provider will ensure that appropriate insurance cover is provided for:

- (a) Public liability to a minimum of £5,000,000 for any one accident or any one claim (to allow for personal property of the Service User where negligence is proven and allow for maladministration of drugs, or any act of negligence by an employee e.g. where an employee has not carried out their duties in the way in which they have been trained to do so causing damage or injury to the Service User).
- (b) Employers liability - a minimum of £10 million for any one incident.

Confirmation that such insurance policies are held will be required from the Insurance Company or Broker by arranging for them to complete Appendix 2

25 Health & Safety Procedures:

The Provider will be required to submit for assessment, prior to the commencement of the agreement, a detailed Health & Safety procedure which complies with the relevant legislation, if the scheme involves employees or volunteers.

26 Rights of Service Users:

The Provider acting on behalf of The Council is required to uphold the rights of users and carers as contained in the Better Care Higher Standards - A Local Joint Charter for Adults using Community Care Services in Darlington 2000/2001.

27 Complaints Procedure:

The Provider is required to have a written representation procedure to receive comments, compliments and complaints from service users. Any such comments, compliments and complaints must be entered into a register which will be available for inspection by the Council.

28 Management Information:

The provider is required to supply the Officer responsible for commissioning the service, at 3 monthly intervals, with information and documentation regarding progress against agreed outcomes as detailed in this agreement. In addition the Provider will provide to the council an annual statement of accounts.

29 Quality Assurance System

The Council is committed to the provision of quality services and will set high standards to achieve this. The contract will, wherever possible, specify quality aspects for service provision which are measurable (in accordance with defined performance indicators) and appropriate to the level of grant.

It is expected that the Provider will share this commitment to quality services, and that they will have, or be developing, a means of quality management, as part of the overall service management process. All aspects of this quality management process should be documented in such a way as to allow independent scrutiny and validation.

The Provider will be expected to include within the Quality Assurance System:

- Appropriate performance indicators and monitoring arrangements
- Self-monitoring by staff and people engaged in service delivery at all levels
- Assurances that all staff employed by them are aware of the standards required and are working to achieve them

The intention of any quality assurance system should not be taken to mean aiming simply at the elimination of unacceptable standards, but should include the positive promotion of better standards further enhanced through a developing process of partnership between The Provider and The Council.

The Council is also committed to the involvement of service users in monitoring service delivery and standards and will, therefore, undertake its own consumer surveys to encourage their participation in quality control and the provision of improved services to meet their needs.

30 Best Value

In line with the principles of Best Value and the duty to provide services which are continually improving, the Provider will, during the period of the agreement, endeavour to work with the Council to identify ways that the economy, efficiency and effectiveness of the service provision may be enhanced.

31 Rights of Access & Monitoring

The Council requires that access to premises, records or financial information is available to any of its staff authorised to fulfil its obligations to monitor any and all aspects of the way that the service is provided, and to confirm compliance with the terms and conditions of this agreement. The Provider should ensure that members of staff assist, the Council with any reasonable requests for information. Due notification of such a visit would be given by The Council.

32 Confidentiality

Neither the Council nor the Provider nor any person connected with them shall divulge to any unauthorised person or persons, information of a confidential nature including any information pertaining to or arising from this agreement.

Should the Provider use computers in carrying out the service, they are required to comply with the Data Protection Act 1998.

33 Sub-Letting of Agreement:- The Service shall be undertaken solely by the organisation named within this agreement unless the Council agrees otherwise in writing. Neither party may assign or sub-let this agreement, in whole or in part, to any third party, without the prior written consent of the other party.

34 Re-negotiation of Agreement Conditions:- The Council reserves the right to re-negotiate the terms of the agreement in the event of changes in service demand or Council policy. Similarly, the Council recognises the right of the Provider to request re-negotiation of the agreement terms. Any changes shall be agreed in writing.

35 Resolution of Disputes / Default

The parties will use their best endeavours to resolve by agreement any dispute between them with respect to any matter relating to this agreement.

If either party consider that the other has failed to comply with the terms of this agreement, or is in default of their respective obligations under this agreement then, the matter shall be discussed during a meeting to include The Provider's representative and the Contracts Manager or his/her representative within 5 working days.

If not resolved, then a meeting is to be arranged between senior management from the Council and the Provider's representative. Again this may be called at the request of either party and should take place within 15 working days after the original notification of dispute. (It is anticipated that all disputes will be resolved at or before this stage).

Where agreement cannot be reached, the party raising the matter shall notify, in writing, the way in which the other party is in default and the action to be taken to rectify it. The issue of notice shall state a reasonable period of time within which the required action is to be taken, but should not exceed 28 days. Where the situation remains unresolved for a period of 28 days the party raising the matter may terminate the agreement without further notice.

Notwithstanding all of the above, failure to comply with the terms and conditions of this agreement and the standards specified will, at the discretion of the Lead Officer for the lead Department, result in the termination of the agreement without notice.

If this agreement were to be terminated, the Council would be entitled to a refund of the unspent funding to the exclusion of all other remedies, which would otherwise be enforceable by the Council.

36 Termination of Agreement

Either party may terminate this agreement at any time by giving the other party 3 calendar months notice in writing.

37 Signatures:-

.....
duly authorised signatory on behalf of Darlington
Borough Council

.....
duly authorised signatory on behalf of The
Provider

.....
Print full name

.....
Print full name

.....
Designation – Head of Performance Development and
Community Partnerships

.....
Designation

Date:

Date:

APPENDIX 1

Staffing Structure

INSURANCE CERTIFICATE

To: The Borough Council of Darlington and their Agent Authorities

I/We hereby certify:

(1) That the undermentioned insurance policies are held by

(Name of Insured)

of (Company / Organisation)

Public Liability Policy No:

withExpiry date

Employer's Liability Policy No:

withExpiry date

(2) That the indemnity provided by the Public Liability Policy is not less than £5,000,000 for any one accident or any one claim (to allow for personal property of the Service User where negligence is proven and to allow for maladministration of drugs or any act of negligence by an employee).

(3) That the indemnity provided by the Employers Liability will be a minimum of £10,000,000 for any one incident.

Signed

Official Stamp

For and on behalf of

.....

Designation

Date



- NB (1) This form must be completed by an insurance company or broker. (2) Name of Insurance Company to be inserted where the Certificate is signed by an Insurance Broker.