

Meeting:	Grants Advisory Panel
Date:	5 th December 2005
Subject:	Standard Service Level Agreement Template
Responsible Officer:	Director of Financial & Business Strategy
Contact Officer:	Chander Vasdev 020 8420 9249
Portfolio Holder:	Communications, Partnership & Human Resources
Key Decision:	No

Section 1: Summary

This report informs Members that the standard SLA template has been revised to take account of recent legislative changes.

Decision Required

That the Panel notes the changes.

Reason for report

To keep Members informed of the changes made to the wording of the standard SLA.

Benefits

The revised SLA template makes reference to recent legislation, such as the Freedom of Information Act, the Human Rights Act and the Children Act. This will ensure that the Council and the organisations it funds comply with the provisions of these acts.

Cost of Proposals

None from the revised SLA template.

Risks

None arising from this report.

Implications if recommendations rejected

N/A

Section 2: Report

2.1 Brief History

2.1.1 The SLA template currently in use was agreed in September 1977. Since then, a number of relevant acts of Parliament have been passed, which have an impact on the Council and the organisations it funds. The revised template takes account of these changes in legislation and ensures that organisations in receipt of SLA funding comply with them.

2.2 Options considered

2.2.1 It is intended that the new template will be used for all the grants-based SLAs from April 2006.

2.3 Consultation

2.3.1 Officers from People First Commissioning Team in consultation with the Grants Unit revised the SLA template. In doing so, they also sought the views of officers from the Legal and Finance departments, who approved the changes.

2.4 Financial Implications

2.4.1 This is a report of the Director of Financial and Business Strategy and deals with financial matters throughout.

2.5 Legal Implications

2.5.1 The revised template ensures that organisations who are in receipt of service level agreement funding comply with all relevant legislation.

2.6 Equalities Impact

2.6.1 None from this report

2.7 Section 17 Crime and Disorder Act 1998 Considerations

2.7.1 The organisations that will be funded under service level agreements will be expected to comply with all relevant legislation. Where relevant, they will be expected to have Health and Safety policies and procedures, Child Protection policies, procedures for the Protection of Vulnerable Adults. Relevant organisations are expected to play an active role on relevant committees of the Safer Harrow Management Group.

2.8 Comments by Voluntary Sector Adviser

2.8.1 The following comments have been received from the Voluntary Sector Adviser in relation to the service level agreement document:

7.3.1 – To provide audited accounts three months after year end may be too stringent given that some organisations hold their AGM after this time.

10 & 25.3 (c) & 33 – Refers to 'Contractor'. If this is the same as 'Organisation' it should be consistent or 'Clarity meanings' at front of document should be changed to explain the inconsistency.

Section 3: Supporting Information/ Background Documents

Appendix 1. Revised SLA Template

LONDON BOROUGH OF HARROW



SERVICE LEVEL AGREEMENT

BETWEEN

THE LONDON BOROUGH OF HARROW

AND

.....

FOR THE PROVISION OF
AT

.....

SERVICE LEVEL AGREEMENT

ARTICLES OF AGREEMENT

This Agreement is made on200..
Between:

The Mayor and Burgesses of the London Borough of Harrow, Civic Centre, Harrow, Middlesex, HA1 2UL (“The Council”)

And:

..... (*“The Organisation”*)

The Council and the Organisation (“the Parties”) hereby agree as follows:

1. This Service Level Agreement constitutes the sole agreement between the Parties for the performance of the Services.
2. The Organisation shall perform the Services in accordance with the Service Level Agreement and to the satisfaction of the Council for the duration of the Agreement Period.
3. So long as the Organisation shall continue to perform the Services in accordance with the Service Level Agreement and to the satisfaction of the Council, the Council shall make to the Organisation the payments provided by this Agreement.
4. The Articles of Agreement, Conditions of Agreement, Service Specification (Schedule 1), Payment Schedule (Schedule 2), and *relevant terms of any grant from which the Council is funding this Service in whole or in part (Schedule 3)* will have effect and will together form the Agreement between the Parties.
5. Any matter relating to the operation of this Service Level Agreement should be addressed to
.....
.....
.....
6. This Service Level Agreement embodies the complete Agreement between the Parties and supersedes all other understandings and written agreements relating to the matters referred to.

SIGNATURES

IN WITNESS of which the Parties have signed this Service Level Agreement the day and year first before written.

SIGNED for and on behalf of the **LONDON BOROUGH OF HARROW:**

Signature:

Name:

Date:

SIGNED for and on behalf of

Signature:

Name:

Date:

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CONDITIONS OF AGREEMENT

1. PURPOSE OF AGREEMENT

- 1.1 The Council wishes to engage the Organisation in the provision of the Services as detailed in the Specification and in accordance with the terms of this Agreement.

2. DURATION OF AGREEMENT

- 2.1.1 Provision of the Services will commence from 200., for a period of Year(s)
- 2.2 The parties will review this agreement on an annual basis and by further agreement may extend the term of this agreement for a period of twelve months to commence on the anniversary of the start date of the existing agreement.
- 2.3 Any extensions to this agreement will be subject to a total term not exceeding five years.
- 2.4 Any variations to the existing agreement or extension of the term will be recorded in writing and signed by the Parties.

3. SERVICE PROVIDED

- 3.1 The Organisation will provide the Services as detailed in the Service Specification (Schedule 1).

4. METHOD OF PAYMENT

- 4.1 The payments to be made by the Council to the Organisation and the methods of payments are detailed in the Payment Schedule (Schedule 2).

5. MANAGEMENT AND CONSTITUTION

- 5.1 The Organisation will have an accountable management structure and ensure no one is denied access because of discrimination, except where its objects are to enable the benefits of membership to be enjoyed by a particular group as agreed within the Service Specification.
- 5.2 The Organisation will conduct its affairs in accordance with its constitution and notify the Council in writing as soon as practicable before any proposed alteration to it.
- 5.3 The Organisation will provide the Council with reasonable access to Annual and Special General Meetings, Management Committee meetings and minutes of meetings, if requested, except where these concern confidential client and staff information.

6. EMPLOYMENT AND STAFFING

- 6.1 The Organisation shall employ sufficient properly trained, suitably qualified and experienced staff and volunteers to ensure that the Services are throughout the Agreement Period provided in all respects to the standards outlined in the Service Specification.
- 6.2 The Organisation will ensure no job applicant, employee or volunteer is discriminated against, except where the Specification requires the Service to be provided to a particular group and/or where permitted by legislation.
- 6.3 The Organisation will take up two written references, which will not be from family members and if appropriate will include the latest employer, for every employee/volunteer. All written references will be verified by a telephone check.
- 6.4 **The Organisation shall ensure that it has on each staff member's and volunteers' personnel file a copy of an enhanced Criminal Records Bureau ("CRB") check for as long as is permitted by law.*
- 6.5 **The Organisation must have and operate a policy approved by the Council covering the employment of volunteers who have CRB checks showing evidence of criminal convictions, bind-overs or cautions.*
- 6.6 **The Organisation shall require staff to notify it of any criminal charges, bind-overs, cautions, and the like, arising from or received subsequent to the carrying out of their CRB check.*
- 6.7 **The Organisation must also note that any existing or potential staff or volunteers working within a scheme that caters wholly or partially for people aged 18 or over must be prepared to be checked against any Protection of Vulnerable Adults list established by the Secretary of State. The Organisation must refuse employment to any individual who is on such a list. In the instance of any delay in receiving clearance, any duties to be undertaken must be approved by the Authorised Officer of the Council who for the purpose of this clause shall be the Service Commissioning Manager.*
- (* to be included/excluded as appropriate)
- 6.8 The Organisation shall ensure that all potential staff and volunteers are informed that the position for which they are applying is exempt from the provisions of the Rehabilitation of Offenders Act 1974, and they must therefore declare all criminal convictions, even if in other circumstances such convictions would be regarded as spent. A declaration to this effect is also required on reference requests. If such persons are employed, the Organisation shall disclose to the Authorised Officer of the Council the names and addresses together with the Organisation's reasons for their employment. The Council may require such employees to be removed from the provision of the Services.

- 6.9 It will be the responsibility of the Organisation to judge the suitability of applicants based on the above. The Council reserves the right to make spot checks on personal files to make sure that the procedure of vetting is being carried out. Where considered necessary, the Council may advise against the employment of individuals who may appear unsuitable for the Service. Failure to heed this advice may lead to withdrawal of funding from the Organisation.
- 6.10 The Organisation will be responsible for providing appropriate training for and supervision to staff and volunteers.
- 6.11 The Organisation will provide induction and appropriate training for new volunteers.

7. ACCOUNTS

- 7.1 The Organisation will keep proper accounts and financial records in connection with its use of the Council's funding and provision of the Service. The Organisation will permit the financial records of the Organisation to be inspected by the Council at reasonable times and on reasonable notice, whether during the Agreement Period or within six years at the end of it.
- 7.2 The Organisation will maintain a bank account in the name of the Organisation into which the Council will pay the funding. The Organisation will ensure that all cheques drawn on that account are signed by two members of the Management Committee of the Organisation, one of whom should be the Treasurer, unless the Council and the Organisation agree otherwise.
- 7.3.1 The Organisation will deliver to the Council within three months of the end of the Organisation's financial year:
- Where the Organisation's income is £10,000 per annum or less, an income and expenditure account and balance sheet for the preceding accounting year of the Organisation certified by a person independent of the Organisation.
 - Where the Organisation's income exceeds £10,000 per annum, an income and expenditure account and balance sheet for the preceding year, audited by an independent qualified auditor appointed by the members of the Organisation at a General meeting. This will be in accordance with the current Charity Commission SORP requirements (Charity Act 1993 and Companies Act 1985).
- 7.4 If requested, the Organisation will provide estimates of the cost of providing the Services, containing such details as the Council may reasonably require.

8. INSURANCE & INDEMNITIES

- 8.1.1 The Organisation will be liable for and indemnify the Council and its employees against all liabilities, damages, costs, losses, claims, expenses, demands and proceedings whatsoever, and howsoever arising whether in contract, tort or otherwise, directly or indirectly out of or in the course of, or in connection with, the provision of or failure to provide the Service or the breach by the Organisation of any provision of this Agreement.
- 8.1.2 Save as provided by Clause 8.1.1 the Council shall not under any circumstances be liable to the Organisation whether in contract, tort or otherwise for any loss, damage or injury however caused or arising out of, or in the course of, or in conjunction with, the provision by the Agreement of the Service.
- 8.1.3 Condition 8.1.2 will not apply in relation to:
- Any failure by the Council to make proper payment to the Organisation in accordance with the terms of this Agreement; and
 - Any deliberate or negligent act or omission of the Council or any of its employees and in particular any negligent act or omission, giving rise to death or personal injury.
- 8.1.4 The Council will not in any event be liable to the Organisation for any indirect or consequential loss whatsoever and however caused.
- 8.1.5 The Organisation shall effectively maintain or cause to be maintained the following minimum insurance arrangements, and at the request of the Council shall produce evidence that they have done so. Organisations with levels of insurance below the minimum levels specified should discuss the matter with the Authorised Officer of the Council:
- Employer's Liability (a minimum of £10 million in respect of any single occurrence or series of occurrences arising out of the same event) covering all employees;
 - Public Liability (a minimum of £5 million in respect of any single occurrence or series of occurrences arising out of the same event);
 - Professional Indemnity (a minimum of £1 million in respect of any one insurance year), where the Parties agree such insurance is appropriate.
 - Malpractice insurance of £1 million per occurrence where nursing care is provided, or the Parties agree such insurance is appropriate;
 - Where staff employed by the Organisation use motor vehicles in the performance of the Services, the Organisation must ensure that

staff has appropriate and adequate vehicle and passenger insurance cover.

- 8.1.6 The Organisation will supply to the Council upon request copies of all insurance policies, cover notes, premium receipts and other documents necessary to comply with the above clauses.
- 8.1.6 The Council will be entitled to notify the Organisation that in their opinion such policy of insurance does not effect sufficient cover to comply with this Agreement and to require the Organisation to effect such insurance's as will comply. Upon receipt of such notice, the Organisation will immediately procure and effect such insurance as the Council will require and, in default, the Council may itself cause such insurance to be effected whereupon the Organisation will pay to the Council such sum as the Council certifies as being the cost to the Council of effecting the insurance.

9. EQUAL OPPORTUNITIES

- 9.1.1 Throughout the duration of this Agreement, the Organisation shall, and in addition shall ensure that its Sub-Contractors:
- 9.1.2 Discharge their obligations under this Agreement and perform Services in accordance with their responsibilities under the provisions of the Sex Discrimination Act 1975, Race Relations Act 1976 (amended 2000) and the Disability Discrimination Act 1995, and Codes of Practice issued by the Equal Opportunities Commission and the Commission for Racial Equality; and
- 9.1.3 Discharge its obligations under this Agreement and provide the Services in a manner consistent with the Council's policies on Equal Opportunities.
- 9.1.4 The Organisation will ensure equal access to all members of the community requiring a service.
- 9.1.5 The Services provided for by this Agreement should be delivered in a non-discriminatory, professional and non-patronising manner by well-trained and courteous staff and volunteers. Service Users should be treated with dignity and respect at all times. The Organisation's staff and volunteers should be acquainted with any special requirements that Service Users may have and with their cultural and religious needs and customs. Wherever possible the Organisation will endeavour to ensure that specific preferences of Service Users are taken into account while keeping within the law.
- 9.1.6 The Organisation will ensure that its employment policies including staff recruitment policies are anti-discriminatory and will endeavour to reflect the diversity of the Service User group in its staff team.

9.2.1 The Organisation will ensure that all of its staff and volunteers are made familiar with the equal opportunity policy and its application; this will be part of each employee and volunteer's induction.

10. HEALTH AND SAFETY

10.1 The Contractor shall in performing the Services:

- (a) adopt safe methods of work in order to protect the health and safety of
 - (i) its own staff;
 - (ii) the Council's staff and the staff of any sub-contractor (as appropriate);
 - (iii) the Service Users; and
 - (iv) any other persons including (without limitation) members of the public; and
- (b) shall accordingly comply with all relevant parts of the Council's Health and Safety Policy including in particular (but without limitation)
 - (i) all applicable health and safety legislation;
 - (ii) the provisions of the Specification.

10.2 The Contractor shall:

- (a) not without the prior written approval of the Council implement any revision to its safety procedures; and
- (b) comply with any changes, amendments or further instructions reasonably requested or issued by the Council in connection with the Contractor's health and safety procedures.

10.3 For the avoidance of doubt it is hereby agreed that the Council shall not be obliged to make and the Contractor shall not be entitled to receive any additional payment by reason of:

- (a) any steps which the Council requires the Contractor to take for health or safety reasons; and/or
- (b) any part of the Services being omitted because of a stoppage required by the Council due to health or safety reasons.

11. POLICIES AND PROCEDURES

11.1 The Organisation will ensure that written Policies and Procedures are in place in respect of the following, and adequate monitoring arrangements are in place to ensure they are complied with:

Examples – add/delete as appropriate

- Health and Safety
- Complaints
- Personnel Procedures and Policies
- Recording of Accidents/Incidents
- Financial Procedures
- Policy relating to the use and development of volunteers as appropriate (e.g. supervision, training, expenses, etc.).
- Protection of Vulnerable Adults from Abuse
- Whistle Blowing
- Child Protection

11.2 Copies of the above policies will be provided to the Council on request.

12. NO AGENCY, PARTNERSHIP OR EMPLOYMENT

12.1 Save as expressly provided otherwise in this Service Level Agreement or where the context otherwise requires, the Organisation will not in any way whatsoever:

- Be, act or hold itself out as an agent of the Council; nor
- Make any representations or give any warranties to third parties on behalf or in respect of the Council; nor
- Bind or hold itself out as having authority or power to bind the Council.

12.2 Nothing in this Agreement will create, or be deemed to create, a partnership or the relationship of employer and employee between the Parties.

13. TERMINATION

13.1 Subject to the provisions of this Clause either party may terminate the Agreement even though the other party is not in default, by giving the other at any time during the Agreement Period *three/six/twelve months'* written notice (or less period by arrangement between the parties) in advance. During the period of notice both parties will co-operate to ensure that the interests of users are met.

13.2 Termination of the Agreement in accordance with 13.1 above will have no effect upon the liability of either party to the payment of any sums arising under the Agreement prior to the date upon which termination takes effect.

13.3 The Council will be entitled to terminate the Agreement forthwith and to recover from the Organisation the amount of any loss resulting from such termination if the Organisation:

- commits a material or substantial breach of the Agreement, which is incapable of being remedied;
- fails, within 2 full working days after receipt of oral or written notice from the Council of a material and remediable breach of the Agreement, to commence appropriate action to remedy the breach as soon as possible, and in any event remedy the breach within 20 working days;
- where the findings of the investigation under Clause 26 of this Agreement warrants the Agreement should be terminated;
- becomes bankrupt or makes a composition or arrangements with its creditors;
- takes any financial or improper advantage of its relationship with the Service User;
- offers any improper inducements or exerts unreasonable pressure upon a Service User;
- commits any offence under the Prevention of Corruption Acts 1889-1916;
- gives any undisclosed or illicit fee or reward to any elected member or officer of the Council for unfair gain or advantage.

13.4 If the Agreement is terminated under this Clause:

- (a) The Council will cease to be under any obligation to make a further payment until the cost or damage or both arising out of the termination have been calculated and that calculation shows a sum or sums due to the Organisation.
- (b) Until the Organisation has paid in full all sums due to the Council, the Council may keep any sum due to the Organisation before termination and deduct any sum to the Council from any payment it makes to the Organisation.

14. CESSATION/DISRUPTION OF THE SERVICE

- 14.1 The Organisation will inform the Authorised Officer of the Council immediately of any cessation or significant disruption to any part of the Service.

15. MONITORING AND EVALUATION

- 15.1 In line with the best practice of quality assurance, the Council does not wish to depend on inspection alone to ensure quality. The Organisation must operate a system to monitor quality. It is expected that the Organisation will work with the Council to demonstrate compliance with the terms of this Service Level Agreement.
- 15.2 The means by which quality and contract monitoring will be undertaken may include the following:
- *Feedback from Service Users and their carers on the standards of service being provided;*
 - *Visits to the premises at a mutually agreed time to talk with staff and inspect records;*
 - *Feedback from others involved in care of Service Users.*
- 15.3 Records kept by the Organisation will be made available for inspection by the Council.
- 15.4 A *quarterly/six-monthly/annual* Monitoring and Review meeting will take place on mutually convenient dates between the Organisation and the Council.
- 15.5 Information on the following and records relevant to the services funded by the Council will be made available at this meeting, including:
- Membership numbers/number of users;
 - Any complaints/compliments/problems/issues;
 - Staff and volunteer records;
 - Accident Book;
 - Records relating to ethnicity of staff, volunteers and users;
- 15.6 The Organisation will supply a full monitoring report on a *quarterly/six-monthly/ annual* basis. The Organisation may choose whether it prefers to submit its monitoring data in the form of a written report or a standardised form of the Organisation's own design. The report will specify the use to which the Council's funding has been applied.

- 15.7 The Council requires the Organisation to submit a range of data on actual performance. The Council will compare this record of actual performance against the targets outlined in the Service Specification (Schedule 1).
- 15.8 The Organisation will draw to the Council's attention any instances where actual performance seems likely to vary significantly from the targets specified in the Service Specification (Schedule 1).
- 15.9 The Council reserves the right to undertake unannounced visits.

16. CONFIDENTIALITY

16.1 *Without prejudice to these Conditions, the Council and the Organisation will both during the currency of the Agreement Period and at all times following its termination keep private and confidential and will not use or disclose whether for its own benefit or that of any third party save as provided by the Agreement any confidential information about the business of and/or belonging to the other Party which has come to its attention as a result of or in connection with the Agreement, in particular (but without prejudice to the generality of the foregoing confidential information relating to the Services) PROVIDED ALWAYS THAT this obligation will not relate to any such information which:*

- (a) comes into the public domain or is subsequently disclosed to the public (other than through default on the part of the Organisation or any other person to whom the Organisation is permitted to disclose such information under the Agreement); or
 - (b) is required to be disclosed by law; or
 - (c) was already in the possession of the Organisation (without restrictions as to its use) on the date of receipt.
- 16.2 The Organisation will not make any public statement or issue any press release or publish any other public document relating to, connected with or arising out of the Agreement or the matters contained therein without obtaining the Council's prior approval as to the contents thereof and the manner of its presentation and publication except where it applies only to the service provided by the Organisation.

17. RESOLUTION OF DISPUTES

- 17.1 The Parties will use their best endeavours to resolve by agreement any dispute between them with respect of any matter relating to this Agreement.
- 17.2 If either party considers that the other has failed to comply with the terms of this Agreement, then unless this is considered to lead to termination of the Agreement the following will happen:
- a) The matter will be discussed at a meeting between the Authorised Officer and the Organisation within 7 working days.
 - b) If not resolved, then a meeting is to be arranged between Senior Management from the Council and the Organisation's representative this may be called at the request of either party, and should take place within 14 days.
 - c) If still not resolved, then both parties may agree to refer the matter to an individual agreeable to both parties for mediation.
 - d) If the matter cannot be satisfactorily resolved through mediation or the Parties do not agree to mediation it may be referred, subject to agreement by both Parties, to an Independent Arbitrator who is acceptable to both Parties.
 - e) In the event that the Parties cannot agree on an Arbitrator within a further 28 days the matter shall be referred to the President of the Institute of Arbitrators who will decide upon a suitable Arbitrator.
 - f) The Arbitrator shall be entitled to make such decision as he/she thinks just and equitable having regard to the circumstances then existing. The decision of the Arbitrator, including the costs, shall be final and binding upon the Council and the Organisation.

18. COMPLAINTS

- 18.1 Complaints, concerns and suggestions must be encouraged as a means of improving the Services and an aid to quality management.
- 18.2 *The Organisation must have an accessible complaints policy and procedure available to all Service Users, their Relatives, Carers or Advocates. This complaints policy and procedure will be consistent with good practice requirements.*
- 18.3 The procedure must be known to staff, Service Users and volunteers. A written copy of the procedure must be given to Service Users, if requested.

- 18.4 The complaints procedure must encourage early discussion and informal resolution of any problems identified by Service Users.
- 18.5 If informal discussion fails to achieve a resolution satisfactory to the Service User or his Representatives, the staff member receiving the complaint must report it to the Organisation's Manager or the Chief Executive, who will also attempt to achieve a satisfactory resolution. Complaints referred to the Manager/ Chief Executive must be recorded in a register and be made available for any inspection.
- 18.6 If formal complaints cannot be resolved to the Service User's satisfaction by the Organisation, the Service User will be able to make a further representation to the Council's Complaints Procedure.

19. EXCUSABLE DELAYS

19.1 Neither the Council nor the Organisation will be liable for failure to perform under the Agreement arising from:

- a) acts of God or of a public enemy;
- b) acts of the Government or any public authority or governmental agency;
- c) acts of any person engaged in subversive activity or sabotage;
- d) fires, floods, explosions or catastrophe;
- e) epidemics or quarantine restrictions;
- f) strikes, slowdowns, lockouts, labour stoppages or disputes of any kind;
- g) unusually severe weather;
- h) causes or events beyond the control and without the fault or negligence of
the Council or Organisation.

19.2 In the event of the failure of the Organisation to perform as required by the Agreement arising from any of the causes of the events set out in clause 19.1, the Council will be entitled to obtain services elsewhere for the duration of such failure and to reduce the service, if necessary, without any obligation upon the Council.

20. SERVICE USERS AT RISK

20.1 *The Organisation must immediately inform the Council if they have any reason to believe that a Service User is at risk through self-neglect or as a result of their behaviour or lifestyle, or because of the actions or behaviour of others.*

20.2 *The Organisation shall notify the Council of any suspicion of harassment or abuse of a Service User within 24 hours of becoming aware. Abuse in this context shall be taken to mean physical, sexual, financial, psychological or emotional abuse.*

20.3 *The Organisation will have clear arrangements covering what to do in an emergency, including arrangements for informing the Council. The Organisation will instruct all staff on emergency procedures.*

21. GRATUITIES

21.1 The Organisation or any employee shall not receive or solicit any gratuity or tip or any other form of money-taking or reward, collection or charge from any Service User. If any gift is received without prior notice, this shall be entered in a hospitality book kept in the establishment.

21.2 Staff being made a beneficiary of a Service User's will, or the will of a Service User's relative, must report this to the Organisation as soon as they are made aware of this fact and the Organisation shall inform the Council. If the Organisation is the beneficiary, then the Authorised Officer of the Council must be informed by the Organisation.

21.3 The Organisation shall not offer or give or agree to give to any member, employee or representative of the Council any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other Agreement with the Council or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement or any such Agreement nor shall any like act be done by any person employed by the Organisation or acting on their behalf (whether with or without the knowledge of the Organisation).

21.4 The Organisation or any other person employed by him or acting on his behalf in relation to this Agreement or any other Agreement with the Council shall not commit any offence under the Prevention of Corruption Acts 1889 to 1916 or give any fee or reward to any member or officer of the Council the receipt of which is an offence under sub-section (2) of section 117 of the Local Government Act 1972.

22. VARIATION

22.1 Variation to this Agreement may only be made in writing and by agreement between the Parties.

22.2 In the event that any significant variation from the level of activity described in the Service Specification, the Council may use one or more of the following options:

- a) Convene a meeting with the Organisation and discuss the reasons for the variation;

- b) Agree, with the Organisation, an action plan to offset the future impact of such pressures as may have occasioned the variation between target and actual activity; such action plan to specify actions to be taken, by whom, and within what timescale, and should contain the methods agreed of monitoring the implementation of such action plan;
- c) Discuss, with the Organisation the need to hold back elements of funding which are or might be available under this Agreement, or where appropriate, any future agreements, subject to action being taken to offset the past variation and/or prevent future shortfalls in any planned activity; and, where necessary, to hold back such elements of funding as may be determined by the Council as appropriate.

22.3 The Council reserves the right to suspend payment of any funding, or vary the frequency and amount of funding if it considers the Organisation has committed a material and substantial breach of this Agreement.

23. NOTICES

23.1 In the case of the Organisation giving Notice to the Council: Any notice or communication given or made in accordance with this Agreement (a "Notice") will be in writing and will be addressed to theTeam, Directorate, PO Box 7, Civic Centre, Station Road, Harrow, Middlesex, HA1 2UL.

In the case of the Council giving Notice to the Organisation: Any notice or communication given or made in accordance with this Agreement (a "Notice") will be in writing and will be addressed to

23.2 A Notice may be delivered by hand, sent by recorded delivery mail, or fax confirmed by letter. A Notice delivered by hand will be deemed to have been received when delivered. A Notice sent by mail will be deemed to have been received 48 hours after posting, providing that it is not returned through the post office undelivered. A Notice sent by fax will be deemed to have been received on the first working day after it is sent.

24. SUB-CONTRACTING AND ASSIGNMENT

24.1 The Organisation may not sub-contract responsibility for the Services provided for by this Agreement without the prior consent of the Council, except for the hiring of staff in cases of emergency or planned absence.

**25. DATA PROTECTION
COUNCIL'S RIGHT OF ACCESS, INSPECTION &
REMOVAL**

25.1 The Organisation must comply with the requirements of the Data Protection Act 1998 insofar as they apply to the

provision of all the Organisation's schemes and/or otherwise to this Agreement.

Access, Inspection & Removal

- 25.2 The Organisation shall at all times both during the currency and following termination of this Agreement allow (or procure for) any Authorised Officer (or any person or persons nominated by him) immediate access to and/or a right of entry to any premises in the possession or under the control of the Organisation and in any way relating to or used in connection with the provision of the Services including the premises but not limited thereto.
- 25.3 The Organisation shall at all times both during the currency and following termination of this Agreement allow (or procure for) any Authorised Officer (or any person or persons nominated by him):
- (a) immediate access to;
 - (b) the permission to copy and remove any copy of; and
 - (c) (if in the opinion of the Authorised Officer reasonably necessary or appropriate) the permission to remove the originals of any books, records and information in the possession or under the control of the Organisation and in any way relating to or used in connection with the provision of the Services (including, without limitation, any Council Data and any such information stored on a Computer System used by the Contractor).

26. MISCONDUCT AND WHISTLEBLOWING

- 26.1 The Organisation shall investigate any allegation of misconduct including that, which could be detrimental to the well-being of Service Users.
- 26.2 The Organisation shall provide a report to the Authorised Officer of the Council on the outcome of the investigation within 30 days or such other period as the Parties may agree.
- 26.3 The Council shall consider the report and may conduct its own investigation in which the Organisation shall provide such information as the Council may reasonably receive.
- 26.4 Subject to the outcome of the investigation, the Council acting reasonably, may terminate this Agreement in accordance with Clause 13.
- 26.5 Misconduct includes the following:
- Fraud or theft;

- Physical or psychological abuse, including threatening behaviour and physical restraint;
- Deprivation of care or harassment;
- Any type of sexual exploitation;
- Neglect of Service User's requirements.

26.6 *Save where the Parties have agreed an alternative policy, the Council's Whistleblowing Policy shall apply.*

27. REVIEW OF THE AGREEMENT

27.1 Review of the Agreement will take place annually at a scheduled monitoring meeting.

28. AMENDMENTS

28.1 No amendments to this Agreement will be binding unless:-

- a) in writing and signed by the duly Authorised Officer of the Council and of the Organisation and expressed to be for the purpose of such amendment; or
- b) Carried out by the Council unilaterally in accordance with the provisions of the Agreement (including, without limitation, pursuant to a Variation).

29. NO WAIVER

29.1 Any failure by any party to insist upon the strict performance of any condition of the Agreement or to exercise any right or remedy upon breach of any provision of the Agreement will not constitute waiver of any condition or waiver of any subsequent breach or default in the performance of the condition.

30. THIRD PARTY RIGHTS

30.1 Except as otherwise expressly provide in this Agreement, none of the terms and conditions of this Agreement will be enforceable by any person who is not party to it.

31. LAW AND JURISDICTION

31.1 This Agreement will be governed by and constituted in accordance with the Laws of England and the Parties submit to the jurisdiction of the English courts.

32. LEGISLATIVE REQUIREMENTS

32.1 The Organisation must comply with all relevant and future legislation required in the provision of the Services. The Organisation will be given reasonable time, unless directed by the Legislation, to comply with the new legislation.

33. FREEDOM OF INFORMATION ACT (FOIA)

33.1 The Contractor shall take all necessary precautions to ensure that all confidential information obtained from the Council under or in connection with this Contract is treated as confidential and not disclosed (without prior written consent of the Council) or used by its employees, servants, agents, professional advisors and consultants otherwise than for the purposes of the Agreement.

33.2 The Council is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. The Contractor will assist and co-operate with the Council in carrying out its obligations under that legislation. In addition to any general obligation to assist and co-operate with the Council the Contractor and its sub-contractor shall:

- not respond directly to a request for information by an third party;
- shall transfer any request for information to the Council forthwith; and
- on request provide the Council with a copy of any information in its possession or power in the form that the Council requires.

33.3. The Council shall be responsible for determining at its absolute discretion whether the Information requested is exempt from disclosure under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.

34. THE HUMAN RIGHTS ACT 1998

34.1 The Organisation shall, and shall use reasonable endeavours to ensure that its employees or agents and/or sub-contractors shall, at all times, act in a way which is compatible with the Convention rights within the meaning of Section 1 of the Human Rights Act 1998.

35. ENTIRE AGREEMENT

35.1 This Agreement constitutes the entire agreement by the Parties and supercedes all previous agreements and understandings made between the Parties. Each Party acknowledges that no other agreement or statement not contained in the Service Level Agreement shall be valid and binding on either Party.

36. SEVERANCE

36.1 In the event of any provision of the Agreement being or becoming legally ineffective or unenforceable either in its entirety or in part this shall

be without prejudice to the validity of and will not invalidate the remaining provisions of this Agreement, which will remain in full force and effect.

37. DECLARATION/CONFLICT OF INTERESTS

37.1 In order for the Council to comply with the provisions of the Local Government and Housing Act 1989, the Organisation is required to inform the Council in writing of any elected member or employee of the Council who is involved in their undertaking at any time that this Agreement is in operation.

37.2 The Organisation shall not employ a member of the management committee or a close relative of a member of the management committee. In exceptional circumstances this may be allowed with the Council's written permission. Members of the management committee would be expected to resign if appointed to a post within the Organisation.

38. BRITISH STANDARDS

38.1 Where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institution is current, all goods used or supplied and all workmanship shall as a minimum requirement be in accordance with that standard or equivalent European standard without prejudice to any higher standard required by this Agreement.

39 AUTHORISED OFFICERS OF THE COUNCIL

39.1 The Authorised Officers of the Council will be the and of the London Borough of Harrow.

Schedule1

SERVICE SPECIFICATION

EXAMPLES OF HEADINGS:

Background

Purpose of the Agreement

Aims and Objectives

Service Provided

Quality Standards – complaints, questionnaires, service users survey, etc.

Expected Outcomes

Location of Service

Times of Operation

Access/Referrals

Staffing and Training

Publicity

Schedule 2

PAYMENT SCHEDULE

1. For the financial year 200../200.. the Organisation will receive funding of £.....
2. Payments will be made *monthly/quarterly/six monthly* in advance on production of an invoice to the Council.
3. The Organisation shall use the agreed funding wholly and exclusively for the purpose set out in this Agreement, unless approved otherwise by the Council.
4. Any increase in funding will only be agreed in line with the percentage allowed for inflation by the Council.
5. Payments will be made via the bank automated credit system.
6. The Council has recently introduced a procedure for paying invoices using a Purchase Card. The Council may, at any time during the term of this Service Level Agreement, request that the Organisation use this method of invoicing.