

Annex 1

Torbay Council

THREE YEAR SERVICE LEVEL AGREEMENT (Including Service Specification)

with

Torbay Citizens Advice Bureau

**For The Provison of Core Funding to support delivery of advice services to
residents in Torbay**

2007-2010

**AGREEMENT BETWEEN
TORBAY COUNCIL**

Signed for the Purchaser.....

Position..... Date.....

AND

Signed for the Provider.....

Position..... Date.....

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SERVICE AGREEMENT – GENERAL TERMS

Purpose and Format

1. This is an agreement by which the organisation described in Appendix 1 (hereafter called the purchaser) purchases services from the Provider described in Appendix 2.
2. Every service to be provided is described in the “Service Specification” attached. Each Service Specification sets out the resources that go into the service, the type and amount of service provided, the measures that assure the quality of the service and the price and method of payment.
3. The period covered by the agreement is shown in Appendix 2.
4. The general terms that follow govern all services to be provided unless different terms are described in Appendix 3 Special Conditions or in a particular Service Specification.

General Terms

5. The Provider is responsible for managing the Services within the resources stated, for ensuring that the Services meet the standards set out in this Agreement and for providing the agreed monitoring information to the Purchaser.
6. The Purchaser is responsible for ensuring that the Services meet the needs of its resident population and for paying the Provider in the matter described in this Agreement. VAT will be charged if applicable.
7. Both parties are responsible for ensuring that information, which may affect the continuity of the Agreement, is shared promptly and that reasonable efforts are made to resolve any difficulties, which arise.

Policies and Legislation

8. The Provider must make every effort to be aware of all relevant Acts of Parliament and statutory guidance and inform the Purchaser of any areas where their services do not comply that they are aware of. Purchaser and Provider must then agree a timetable over which the Provider can work to bring its services to a standard, which meets requirements. If the provider can not meet the requirement clause 24 will apply.
9. The Provider must have policies and procedures available to the

Purchaser covering the following areas:

- (i) Equal Opportunities in recruitment, employment and service delivery covering the Disability Discrimination Act 1995 – (amended 2005), Sexual Discrimination Act 1975 and Race Relations 1976 and Race Relations Amendments Act 2000, Employment Regulations Sexual Orientation, Religion and Belief, 2003, Age 2006, Equality Act 2006.
- (ii) Health and Safety
- (iii) Fire Precautions
- (v) Staff Training
- (vi) Client access to records (Freedom of Information Act)
- (vii) Confidentiality of Client Information (subject to statutory duties and Data Protection Act)
- (viii) Complaints
- (ix) Quality
- (x) Criminal Record Checks for all employed and volunteer staff that come into contact with children or vulnerable adults.
- (xi) Environmental Policy

This is not an exclusive list and other areas may be specified in Appendix 3 Special Conditions.

10. The Provider must ensure that staff are performing duties appropriate to their level of qualification and notify the Purchaser of any substantial alteration of the skill mix given in the Service Specification.
11. The Provider will accept liability for, and indemnify the Purchaser against, any action under statute or common law arising from damage to property or people resulting from the services provided.

Information

12. The Provider will send to the Purchaser, an Annual Report of its funded activities including accounts produced for audit, within 13 weeks of the end of its agreed financial year, final audited accounts will be provided as soon as they are available. The Provider will also make available to the Purchaser any Business Plans relating to the services purchased.
13. The Provider will notify the Purchaser of any reports made concerning its services from training or inspection bodies and send copies on request.
14. The Provider will send to the Purchaser a summary of all complaints from the service users, on a quarterly basis unless otherwise agreed, showing what action has been taken in response.
15. The Provider will send the Progress Reports described in the Service Specification or appendices in the manner agreed.

16. The Provider will obtain, maintain, retain and keep safe accounting records, receipts and invoices for the six financial years after the financial year in which the Service Level Agreement commences.
17. The Provider will permit the Purchaser to inspect and make copies of all accounting receipts and invoices referred to in 16 above and those for the six financial years prior to the commencement of the Service Level Agreement.
18. The Provider will permit the Purchaser at all reasonable times to inspect the premises and/or equipment used in connection with the services specification to ascertain that the conditions of this Agreement are observed.
19. The Provider will repay the funding to the Purchaser (if so required) if there is any breach of the foregoing conditions or if the service specification does not proceed in accordance with this Agreement.
20. The Provider will not sell, charge, give or otherwise dispose of any goods, equipment or vehicles purchased with the assistance of the funding without the Purchaser's prior written consent.
21. If any part of the funding is paid in respect of value added tax and the tax is recovered by the Provider, they shall immediately repay that part of the funding to the Purchaser.

Variation and Termination

22. The Purchaser and Provider will meet to review the Service Agreement at agreed intervals of 12 months'. Either party may propose a variation to the Agreement, in writing, which will be implemented if both parties accept it. A written variation to this agreement will be attached as schedule 4.
23. If the volume of service has defined parameters representing significant variations from the agreed level set out in the Service Specification, then the Agreement can be renegotiated at the request of either party if those limits are breached. (Any such variation must be shown to be real with evidence provided and not due to a change in the way that information is collected).
24. If either party is unable to meet the terms of the Agreement then either party may terminate the Agreement by giving three months' written notice to the other, provided all efforts have been made to sustain the agreement. Written notice will normally be given by the parties signing to this Agreement.

25. Otherwise 12 months' notice must be given before either party can withdraw from the Agreement within its lifetime. Notice will be given in writing stating reason for withdrawal.
26. If a disagreement occurs which is not resolved through discussion then the senior representatives of both parties (e.g. Board of Trustees or Head of Service) will become involved. If there is still disagreement then a mutually acceptable third party external to both organisations will be called in to attempt conciliation.

Other

27. The Provider may only assign or sub contract the direct provision of its services with the agreement of the Purchaser.
28. The Provider will ensure that the confidentiality of all records relating to their clients is maintained at all times, except in those circumstances where there are legal or procedural obligations to do otherwise, including but not limited to the Data Protection and Freedom of Information Acts.
29. If the allocation to the Purchaser does not match the actual costs faced by the Provider then discussion will take place on what action is required to resolve the matter. (Subject to satisfactory monitoring and outcomes, CPI price index for preceding February rate of inflation will normally be applied in April each year).
30. Payment will be made in accordance with section 9 of the Service Specification within twenty one days of the receipt of a duly completed monitoring return and invoice claim by the Provider. Any concerns about the validity of the monitoring return or claim will be raised with the Provider within twenty one days of receipt by the Purchaser.

Although the Service Specifications which follow are intended to be precise it is inevitable that they will not cover every last aspect of a service. As a general principle, agreed services should only be varied through prior written agreement by both parties and attached to this Agreement as an addendum.

APPENDIX 1 – THE PURCHASER

1. The organisation purchasing services through this Agreement

TORBAY COUNCIL

2. The name and address of the Lead Manager to whom correspondence should be addressed is:

Lead Name: Caroline Taylor

Address: Town Hall,
Castle Circus, Torquay
TQ1 3DR

Telephone: 01803 207116

Fax:

E-mail: Caroline.Taylor@torbay.gov.uk

The name and address of the person to who day to day contact should be made:

Lead Name: Trish Webster

Address: Torbay Council

Town Hall Torquay TQ1 3DR

Telephone: 01803 207577

Fax: 01803 207122

E-mail: Trish.Webster@torbay.gov.uk

APPENDIX 2 – THE PROVIDER

1. The organisation providing services under this Agreement is

TORBAY CITIZENS ADVICE BUREAU

Yes (State if limited company, trust, LLP etc so the legal status is clear)

2. The Lead Manager and address to whom correspondence should be made:

Lead Name Ken Pickering

Address: 11 Castle Road
Torquay
TQ1 3BB

Telephone: 01803 212916
Fax: 01803 296930
E-mail: info@torbaycab.org.uk

3. The name and address of the person to whom day to day contact should be made:

Name Ken Pickering
Address: 11 Castle Road
Torquay
TQ1 3Bb

Telephone: 01803 212916
Fax: 01803 296930
E-mail: info@torbaycab.org.uk

4. Registered Charity Number: 1017649
5. VAT Registration Number 854 5568 89 and/or Company Number 1017649
6. This Agreement takes effect from 1st April 2007 and lasts until 31st March 2010 unless it is ended before then by notice according to the terms of this Agreement.

NB 2007 Consumer Price Index for preceding February (February 2007 covers 2007/8) as a Price base

APPENDIX 3 – SPECIAL CONDITIONS

e.g

Other services:

The provision of office space at Brixham Connections plus utilities and an appointment booking system subject to a separate letting agreement at a 100% concessionary rent.

Lettings agreement:

N.B the cost of any letting is set against the service area responsible for the arrangement and should therefore be included in the cost of the SLA.

Other conditions:

SLA – CAB & Torbay Council 2007 - 2010

Special arrangements

Introduction

Closer working arrangements for the future have been developed between CAB and the Exchequer & Benefits and Customer First services that are part of the Performance portfolio.

These affirm our commitment to give the very best for the community of Torbay by joint working with the voluntary sector, alternative methods of service delivery and shared advice provision are outlined below.

Torbay Advice Network (TAN)

(For further information see Torbay Advice Strategy)

The council will

- 1. Support joint training programmes for customer service advisers from the statutory and voluntary sector in terms of a financial contribution and/or training and technical expertise.**

Joint working arrangements

The council will

- 1. Manage a project to accredit CAB to verify Housing and Council Tax Benefit claims(in line with RSL's and Age Concern schemes) and set up the appropriate mechanisms for its effective operation**

- 2. Share premises at Brixham Town Hall with CAB operating in an adapted part of the Connections office on the understanding that if Customer First vacates this site, so will CAB and this will be the subject of a separate letting agreement.**
- 3. Provide storage space at Connections, 56 Palace Avenue, Paignton for files and equipment.**
- 4. Explore the use of Connections at Torquay for CAB outreach work/surgeries.**
- 5. Hold regular monitoring meetings to evaluate the success of the joint working arrangements and report annually to the trustees and Torbay Council**
- 6. Make special arrangements for debt counselling with CAB where council debtors are in danger of becoming bankrupt or losing their homes.**

SERVICE SPECIFICATION

1. Service Title

Generalist Advice Service

2. Context of the Service

Torbay Council and the Torbay Strategic Partnership are committed to effective delivery of advice services in Torbay. This service has been commissioned to enable Torbay Citizens Advice Bureau to help provide this function

3. Aims of the Service

To provide a generalist advice service covering those categories of law identified as Civil Law by the Legal Services Commission these include:

- Consumer
- Money advice
- Welfare Benefits
- Employment
- Housing
- Family and personal matters
- Taxes
- Immigration and nationality
- Health
- Education

4. Objectives 2007/2010

To provide a drop-in and telephone advice service to residents of Torbay which:

informs people about the law and how it affects them; about their rights and responsibilities; and about how they may be able to satisfy their needs

advise people on the options available to them and on the potential consequences of different courses of action

support people as they consider and decide what to do, listening to their concerns and helping them move forward

assist people in pursuing their chosen course of action by negotiation, representation and referral to other sources of help needed

influence those responsible for policies and services by bringing to their notice the problems people experience and recommending changes.

To use the infrastructure provided by TBC core funding to attract further funding to continue to provide specialist debt services and to provide outreach services from GP surgeries and other community venues. The combination of these resources will facilitate the following estimated target outputs per year:

9,000 client contacts
18,000 individual enquires
£800,000 of financial gains for clients
£10m debts managed for clients

TBC core funding will also contribute to the strategic direction of advice and other health and social care services through participation at a range of strategic partnerships, forums and specific organisations including Torbay Council and Torbay Advice Network

The bureau will also pursue its dual aim of helping to develop social policy at a local and national level.

5. Contribution towards Council Priorities and LSP Targets

Help meet the aims of Torbay Advice Strategy and address issues of social exclusion and economic regeneration.

Target groups using this service	<input checked="" type="checkbox"/>
Black and Minority Ethnic Groups and communities	<input checked="" type="checkbox"/>
Children (under 14)	<input type="checkbox"/>
Young people (14 to 25 years)	<input type="checkbox"/>
Older People	<input checked="" type="checkbox"/>
Disabled people	<input checked="" type="checkbox"/>
Homeless people	<input checked="" type="checkbox"/>
Member Organisations	<input type="checkbox"/>
Ex offenders or those at risk of offending	<input type="checkbox"/>
Lesbian, Gay, Bisexual and Transgender people	<input type="checkbox"/>
Other Voluntary Sector Groups (not members)	<input type="checkbox"/>
Neighbourhood based communities	<input type="checkbox"/>
People with caring responsibilities	<input checked="" type="checkbox"/>
People on low incomes or in debt	<input checked="" type="checkbox"/>
Single parents	<input checked="" type="checkbox"/>
Substance misusers	<input type="checkbox"/>
Unemployed people	<input checked="" type="checkbox"/>
Victims of crime or those at risk of crime	<input type="checkbox"/>
Refugees and asylum seekers	<input type="checkbox"/>
Other:Socially excluded groups	<input checked="" type="checkbox"/>

The Services will cover the following geographical areas:

Ward	<input checked="" type="checkbox"/>
St Marychurch	<input checked="" type="checkbox"/>
Watcombe	<input checked="" type="checkbox"/>
Shiphay with Willows	<input checked="" type="checkbox"/>
Tormohun	<input checked="" type="checkbox"/>
Ellacombe	<input checked="" type="checkbox"/>
Wellswood	<input checked="" type="checkbox"/>
Cockington with Chelston	<input checked="" type="checkbox"/>
Preston	<input checked="" type="checkbox"/>
Clifton with Maidenway	<input checked="" type="checkbox"/>
Roundham with Hyde	<input checked="" type="checkbox"/>
Blatchcombe	<input checked="" type="checkbox"/>
Goodrington with Roselands	<input checked="" type="checkbox"/>
Churston with Galpmtun	<input checked="" type="checkbox"/>
St Mary's with Summercombe	<input checked="" type="checkbox"/>
Berry Head with Furzeham	<input checked="" type="checkbox"/>

6. Resources Employed

Core costs covering premises, supervision of volunteers and strategic management

7. Service Location

Torquay, Paignton and Brixham bureaux (Now based in Connections at Brixham Town Hall)

8. How will the service be accessed? (e.g open to all, self referral, referral by statutory agencies)

Clients will access the service via drop-in, telephone and appointment sessions.

9. Method of Payment

BACS at 6 monthly intervals

10. Monitoring and Review (See monitoring template)

To include:

- a. Progress on the objectives as indicated in section 4 and 5
- b. Provide information on the financial position of the organisation including any other funding received from the council showing the amount, type of funding and council department
Work undertaken to identify and seek alternate funding sources. Contributions from other agencies must be identified in this agreement.
- c. Management Performance information, i.e. training records, Stakeholder surveys, Staff & Volunteer Development
- d. Full details of any complaints made and outcomes
- e. Provide Management minutes, Annual Reports and Annual Audited Accounts
- f. Annual progress reports will be discussed at pre-arranged meetings that are convenient to both parties
- g. Targets, objectives and performance management will be discussed and any problems arising from this meeting will be clarified immediately

Item	Date		By Who
Annual Report/ Audited Accounts	June/July	<input type="checkbox"/>	Manager
Quarterly progress reports	July, October and January and April	<input type="checkbox"/>	Manager
Six monthly review	October	<input type="checkbox"/>	Monitoring Officer/ Responsible Council Manager and Manager
Evaluation of the agreement & Quality service provided	April	<input type="checkbox"/>	Monitoring Officer/Responsible Council Manager and Manager

11. QUALITY OF SERVICE AND OUTCOMES

PURCHASER REQUIREMENT	PROVIDER STANDARD	MONITORING ARRANGEMENTS (INFORMATION TO BE SUPPLIED)
<p>ACCESSIBILITY. All clients must be able to access the service regardless of disability or ethnic origin.</p>	<p>.Availability of information in different formats. Physical access provided for clients with access needs</p>	<p>INFORMATION: To include numbers of clients from BME groups and registered disabled. FREQUENCY: Copies of above will be forwarded annually.</p>
<p>EFFECTIVENESS Providers must show their services are meeting their stated objectives</p>	<p>Subject to LSC and Citizens Advice Audit, Peer Review and Quality of Advice Assessment</p>	<p>INFORMATION Evidential portfolio produced FREQUENCY Evidential portfolio produced</p>
<p>ACCEPTABILITY Clients must be asked for their view on the value of the service and replies must be summarized and acted on.</p>	<p>Snapshot client satisfaction questionnaire annual</p>	<p>INFORMATION Evidential portfolio produced FREQUENCY Evidential portfolio produced</p>
<p>EFFICIENCY Services must be financially sound and justify investment in them. Certified accounts must be produced annually with an explanatory report</p>	<p>Full Audited Accounts will be produced with Annual Report.</p>	<p>INFORMATION Evidential portfolio produced FREQUENCY Copies forwarded annually</p>
<p>CONFIDENTIALITY Users must be confident that any information regarding their group or association or any individuals involved in them, will not be disclosed to third parties</p>	<p>Registered with Data Protection. Authorisation form signed by user group to hold confidential information on file</p>	<p>INFORMATION Available data base. FREQUENCY updated on monthly basis</p>

Finance & Sustainability

Project sustainability after the end of this funding period

The organisation/council wishes to continue the project after the funding period. In pursuit of this objective the organisation will carry out the following work:

The Council will evaluate the resource commitment required for this activity and will review future funding during 2009

Or

The organisation/council does not wish to continue the project after this funded period.

Council

Organisation

Break down of Project Budget over 3 year project period

Budget Heading	Total Cost £	Contribution from Council £	Contribution from other sources £	Name of sources
Salaries, National Insurance and pensions	300,487		0	
Recruitment	0	0	0	
Fees for freelanceworkers	0	0	0	
Rent	39,564		0	
Rates	0	0	0	
Training of staff and volunteers including committee	3,709		0	
Training for beneficiaries	0	0	0	
Travel for staff and volunteers	37,832		0	
Consultancy, professional services and advice	12,364		0	
Basic repairs and maintenance	0	0	0	
Office equipment Stationary	14,682		0	
Marketing and publicity Other running expenses- telephone, gas, electricity, water etc	21173		0	
Insurance	4,636		0	
Other (please state)	38,636		0	
Totals	473,083	390,000		

Annual calculations of project budget

Budget Heading	Year 1 £	Year 2 £	Year 3 £
Salaries, National Insurance and pensions	97,217	100,133	103,137
Recruitment	0	0	0
Fees for freelance workers	0	0	0
Rent	12,800	13,184	13,580
Rates	0	0	0
Training of staff and volunteers including committee	1,200	1,236	1,273
Training for beneficiaries	0	0	0
Travel for staff and volunteers	12,240	12,607	12,985
Consultancy, professional services and advice	4,000	4,120	4,244
Basic repairs and maintenance	0	0	0
Office equipment Stationary	4,750	4,893	5,039
Marketing and publicity Other running expenses- telephone, gas, electricity, water etc	6,850	7,056	7,267
Insurance	1,500	1,545	1,591
Other (please state)	12,500	12,875	13,261
Total	153,057	157,649	162,377

Finances are to be spent within the agreed financial profile within relevant budget headings.

ORGANISATIONS BANK ACCOUNT DETAILS

Name on Account	Torbay Citizens Advice Bureau
Name of Bank or Building Society	CAF Bank Ltd
Address and post code	25 Kings Hill Avenue Kings Hill West Malling Kent ME19 4JQ
Phone Number of Bank or Building Society	08700 605 507
Sort Code	40 52 40
Account Number	00002015
Roll Number	

Signatories to the Account

The organisation confirms that a minimum of TWO signatories are required for payments from this account.

Name and position of signatories to the account

Name	Position
Mr Brian Tarr	Vice Chair
Mr Ian Wright	Treasurer
Mr Ken Pickering	District Manager

The Organisation confirms that none of the signatories above are related to each other.

The Organisation will submit its latest annual financial accounts to the Council. These accounts are independently audited and no more than 14 months old. A copy of the latest bank statement (which is no more than four months old) is attached to this agreement.

Details of the Organisations auditor:

Auditors name: Francis Clark Accountants
Address: 58 The Terrace
Torquay
Post Code TQ1 1DE
Telephone Number: 01803 400000
Qualifications: Chartered Accountants