

Service Level Agreement

Title:

This Service Level Agreement is made between

FARINGDON TOWN COUNCIL and SPURGEONS CHILDREN'S CHARITY

(Customer)

(Service provider)

GLOSSARY OF TERMS

FTC	Faringdon Town Council
The Council	Faringdon Town Council
The Service Provider	Spurgeons Children's Charity
OSCB	Oxfordshire Safeguarding Children's Board
EYFS	Early Years Foundation Stage
DBS	Disclosure and Barring Service or any successor body;
Universal Services	Open Access groups (detailed below), such as stay and play, that are available to all families with young children

1. Commencement Date: 1st November 2017

2. Purpose:

To provide universal services for parents or carers and young children with priority given to families in the Parish of Great Faringdon

3. Contract period: Three Years

4. Penalties, breach and ending or varying the agreement:

- I. The SLA can be ended or varied, by mutual consent, by one party giving six months' notice should insufficient funds be raised to meet the fundraising target or if funding is reduced.
- II. The SLA can be ended or varied should either party fail to deliver the roles and responsibilities detailed in clause 5.1 or 5.2.
- III. The SLA can be ended or varied should the service provider:
 - a. Fail to deliver the requirements and delivery standards set out in clause 6.
 - b. Fail to deliver agreed outputs and outcomes outlined in clause 8.III.
- IV. The Council shall be entitled to terminate this agreement in whole or in part (whereupon a corresponding reduction in the price shall be made) immediately by giving written notice to the Service Provider if:

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- i. in the proper opinion of the Council there has been a material or repeated breach of the agreement on the part of the Service Provider; or
 - ii. the Service Provider is unable to pay its debts, subject to a bankruptcy petition, passes a resolution for winding up or for appointment of an administrator, or an application is made for its winding up or any other similar insolvency event occurs.
- V. The Council shall be entitled to suspend the provision of the Services and engage a third party to carry out, the Services or any of them on a temporary basis where the Service Provider is in default and the Service Provider shall be liable for any costs incurred by the Council in this regard.
- VI. The Council may terminate the agreement by notice in writing, such notice to have effect from the date specified in it, and recover from the Service Provider the amount of any loss resulting from such termination if the Service Provider or any of its Staff (in all cases whether or not acting with the Service Provider's knowledge):
 - i. commit a Prohibited Act, or
 - ii. give any financial or other advantage to any person working for or engaged by the Council.
- VII. The Service Provider shall be entitled to terminate the agreement on six months' written notice if the Council is in material breach of the agreement

5. Roles and responsibilities:

5.1 The Service Provider will:

- I. Employ and line manage two dedicated part-time staff in compliance with relevant employment legislation.
 - o 1 x Project Co-ordinator 18 hrs/week
 - o 1 x Early Years worker 18 hrs/week.
- II. Ensure all staff are appropriately qualified and subject to enhanced DBS checks
- III. Deliver an agreed programme of sessions.
- IV. Deliver these sessions from:
 - a. The Pump House Project Community Centre one day a week (Thursday)
 - b. Other church and community venues in the town on further days.
- V. Signpost and refer families who need specialist support to local statutory (Family Hub, Health and Social Care) and voluntary services.
- VI. Develop and maintain strong relationships with key stakeholders to include:
 - o Faringdon Medical Centre
 - o Faringdon Academy of Schools

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- Local Nurseries and groups
 - The Pump House Project
 - Faringdon Town Council
 - Oxfordshire County Council
- VII. Subject to additional funding, offer other more targeted courses (e.g. additional parenting, baby massage and attachment, healthy eating and cooking courses); or other identified needs as they emerge (e.g. young parents).
- VIII. Ensure that Spurgeons has and maintains its own Health and Safety Policies & Procedures in accordance with the Health and Safety at Work Act 1974; this should be provided to the Council on request.
- IX. In providing the service the service provider shall not unlawfully discriminate against any groups or individuals on the grounds of race, gender, sexual orientation, age, religious beliefs, disability or any other circumstances listed in the Office of the Immigration Services Commissioner equality and diversity policies. The service provider should seek to promote equality of opportunity and good relations between people from different backgrounds. The service provider shall comply with all the relevant equality legislation including the Office of the Immigration Services Commissioner equality and diversity policies and the Disability Discrimination Act 1995
- X. Ensure that staff comply with the Council Health and Safety Procedures when on Town Council premises
- XI. Deliver the services in strict observance of Safeguarding Policies & Procedures that are in line with the Oxfordshire Safeguarding Board Policies.
- XII. Have in place Policies & Procedures that ensure the protection of children and young people consistent with the Oxfordshire Safeguarding Children's Board Procedures manual and section 11 of the Children's Act 2004 and shall ensure compliance with such systems, policies and procedures.
- XIII. Compliance with the Counter Terrorism Act 2015 is a mandatory requirement. By signing this agreement, the service provider acknowledges and agrees that any and all payments it may receive under this agreement must not go to any terrorist organisation or individual that promotes extremist views or supports terrorist related activity.
- XIV. Provide the Council with the agreed data to enable comprehensive report to OCC and other funding bodies as requested.
- XV. Ensure that all services are delivered in compliance with the Data Protection Act.

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- XVI. Investigate any complaints made or raised (whether orally or in writing) immediately and take corrective action as appropriate. All complaints should be recorded and made freely available to the council.
- XVII. Agree any joint press releases with the Council
- XVIII. Ensure that adequate insurance cover is in place which should include:
- o Public Liability Insurance - £10,000,000
 - o Employers Liability Insurance - £10,000,000
 - o Professional Indemnity Insurance - £1,000,000 which shall be maintained for no less than 6 years after the end of the contract period.

5.2. The Council will:

- I. Provide an office for the use of the two-part time Spurgeons' Staff
- II. Ensure payment of agreed monthly sum on receipt of an invoice
- III. Ensure staff have building risk assessments and health and safety policies
- IV. Provide community rooms for sessions

6. Requirements and delivery standards:

Task	The Council's obligation	The Service Providers' obligation
Health and Safety Compliance	To ensure staff have access and agree to adhere to the Council's H&S policy and procedures To ensure staff have induction to buildings To ensure staff are provided building risk assessments	To ensure Health and Safety Policies and Procedures are in place and that the Council are provided with up to date copies.
Safeguarding Compliance	To ensure the service providers are provided with and agree to the Council's Safeguarding policies.	To ensure that OSCB compliant Safeguarding Policies and Procedures are in place and that the Council are provided with up to date copies.
2 x week universal stay and play	To provide office space for staff To provide storage for equipment To provide venue if required	To facilitate activities for 0 – 5s, in line with EYFS, with their families for a minimum of 2 x 1.5 hours sessions per week in term time

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1 x week Early Days group	To provide office space for staff To provide storage for equipment To provide venue if required	To facilitate a weekly group for parents of 0 – 5-month olds to support the transition to parenthood and lay foundations for positive relationships
1 x week group for parents of 6 months	To provide office space for staff To provide storage for equipment To provide venue if required	To facilitate a weekly group for parents of 6-month-old + moving on from the Early Days group
1 x month Dads' group for dads of children aged up to five years	To provide office space for staff To provide storage for equipment To provide venue if required	To facilitate a monthly group for Dads and their children up to 5 years.
Targeted groups and courses	To provide office space for staff To provide storage for equipment To provide venue if required	To facilitate (subject to fundraising) a variety of targeted courses to include: Parenting Courses Baby massage Healthy Eating

7. Contract value and payment:

- I. The total value of this agreement is **£99,471**
- II. The Council will make 36 payments of **£2763.08** within 14 days of receipt of an invoice. This is exclusive of Value Added Tax (VAT), where VAT is applicable it will be added to the invoice.

8. Monitoring and review process

- I. Performance will be reviewed in face to face meetings held bi-monthly between agreed representatives of both parties
- II. The service provider will provide a quarterly summary of performance against agreed targets and present this to the Community and Partnerships Committee of the Council.
- III. Performance (outputs and outcomes) will be monitored against agreed indicators which will include:
 - 1) Numbers of children and families who utilise the services
 - 2) Feedback from Service users
 - 3) Effective partnership working
 - 4) That sessions are delivered to:

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- a) Support and encouragement to parents/carers in their children's learning and development
- b) Contribute to the social well-being of the family
- c) Support and contribute to the emotional development and behaviour of children
- d) Support children and families to adopt safe practices and healthy lifestyles

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9. Confidentiality

Neither party shall use or disclose, and shall ensure that their staff or other persons in receipt of such information shall use or disclose, any information concerning the business or other affairs of any service user except for information in the public domain (other than by breach of this clause) or information on which the recipient is obliged to disclose by law.

The signatories agree on behalf of their organisations to the commitments as set out in this Service Level Agreement

Organisation: Faringdon Town Council

Name MICHAEL WISE

Signature *M Wise*

Position Mayor Date 26/10/17

Organisation: Faringdon Town Council

Name AL CANE

Signature *Al Cane*

Position Councillor Date 25/10/17

Organisation: Spurgeons Children's Charity

Name S. L. GILLESPIE

Signature *S. L. Gillespie*

Position ^{chief} ~~operating~~ _{officer} Date 3/11/17

Organisation: Spurgeons Children's Charity

Name *P Thompson-Omenka*

Signature *P Thompson-Omenka*

Position Date 3.11.17

I. Head of Practice

