

AGREEMENT FACT SHEET

APPENDIX B

PURCHASER

NOTTINGHAMSHIRE COUNTY COUNCIL

AND

SERVICE PROVIDER

Name of Organisation BEESTON COMMUNITY RESOURCE CIO

Registered Office Address:

5 Barratt Lane, Attenborough, Nottingham, NG9 6AD

NAME AND LOCATION OF SERVICE

Name: Middle Street Resource Centre

Location: Middle Street, Beeston, Nottinghamshire

PERIOD OF AGREEMENT

From: 1st April 2015
To: 31st March 2016

THE PRINCIPAL CONTACTS FOR THE PURPOSES OF THIS AGREEMENT SHALL BE:

| FOR THE PURCHASER | |
|--|--|
| <u>NOTTINGHAMSHIRE COUNTY COUNCIL</u> | |
| <u>Lead Officer:</u> | Wendy Lippmann |
| <u>Status/Designation:</u> | Programme Manager |
| <u>Address:</u> | Adult Social Care and Health, County Hall, Loughborough Road, West Bridgford, Nottinghamshire. NG2 7QP |
| <u>Tel. No.:</u> | 0115 9773071 |
| <u>Email:</u> | wendy.lippmann@nottsc.gov.uk |

| FOR THE SERVICE PROVIDER: | |
|-----------------------------------|---|
| <u>Name:</u> | Graham Machin |
| <u>Status/Designation:</u> | Chair of Trustees |
| <u>Address:</u> | 5 Barratt Lane, Attenborough, Nottingham, NG9 6AD |
| <u>Tel. no.:</u> | 0115 9252516 |
| <u>Email:</u> | graham.machin@ntlworld.com |

Note: (please note the information in this Fact Sheet does not form part of the terms and conditions of the Service Agreement).

DATED

2015

(1) THE NOTTINGHAMSHIRE COUNTY COUNCIL

and

(2) BEESTON COMMUNITY RESOURCE CIO

SERVICE LEVEL AGREEMENT
For Middle Street Resource Centre



Legal Services
County Hall
West Bridgford
Nottingham
NG2 7QP
Ref: 033563

THIS SERVICE LEVEL AGREEMENT dated.....2015

is made between:

- (1) **THE NOTTINGHAMSHIRE COUNTY COUNCIL** of County Hall, Loughborough Road, West Bridgford, Nottingham, NG2 &QP (the “**Council**”); and
- (2) The **BEESTON COMMUNITY RESOURCE** CIO (registered charity number []) whose registered office is situate at 5 Barratt Lane, Attenborough, Nottingham, NG9 6AD (the “**Provider**”).

BACKGROUND

1. The Provider has approached the Council for a licence to operate within the Middle Street Resource Centre (“the Licence”).
2. The Council has agreed to issue the Licence to the Provider and this Agreement sets out the arrangements for the issue of the Licence and the conditions to be attached to the Licence.

1 DEFINITIONS

- 1.1** For the purpose of this Agreement except where the context otherwise requires:

“Authorised Officer” means an officer of the Council notified to the Provider in writing from time to time;

“Building” means the Middle Street Resource Centre, 74 Middle Street, Beeston, Nottinghamshire NG9 2AR;

“Employment Checks” means the pre-appointment checks that may be required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, criminal record checks and occupational health checks;

“Licensed Area” means those parts of the Building included in the Licence whose terms appear in Appendix 2;

“Parties” means the Council and the Provider;

“Project” means the services to be provided by the Provider as detailed in the Services Specification at Schedule 2;

“Provider Representative” means the provider’s representative whose details are contained in Schedule 1 or notified to the Council in writing from time to time;

“Regulated Activity” In relation to children as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006;

“Term” means the period from the Commencement Date to the 31st March 2016 unless terminated earlier in accordance with the terms of this Agreement or extended in accordance with clause 2;

1.2 As used in this Agreement:

1.2.1 the masculine includes the feminine and the neuter; and

1.2.2 the singular includes the plural and vice versa.

1.3 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

1.4 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

1.5 References to Clauses and Appendices are unless otherwise provided references to clauses and Appendices of this Agreement.

1.6 If any provision of this Agreement shall be prohibited or adjudged by a court to be unlawful, void or unenforceable, such provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect the validity or enforceability of the remaining provisions of this Agreement.

2. COMMENCEMENT AND DURATION

2.1 This Agreement shall take effect on the Commencement Date and shall continue for the Term.

2.2 The remaining provisions of this clause shall apply in the event (“the event”) that before 31st March 2016 the Council and the Provider enter into agreement for the Council to grant a lease to the Provider of all or some part of the Building for use for purposes similar to those provided for by this Agreement.

2.3 If the event occurs the Council may, with the agreement of the Provider, extend this Agreement for a period after 31st March 2016 not exceeding the term to be granted by the lease.

2.4 If this Agreement is extended, then from the commencement of the leasehold term any reference to the Licence in this Agreement shall be construed as a reference to the lease.

3. CONDITIONS OF LICENCE

The Council will grant the Licence on the terms attached in Appendix 2 to the Provider on condition that the Provider shall at all times throughout the Term:

- 3.1** use the Licensed Area solely for the purposes of the Project and in accordance with the terms and conditions contained in this Agreement;
- 3.2** actively promote and market the Project within the local community in accordance with the Outcomes agreed with the Council;
- 3.3** ensure that the Project is run in accordance with good industry practice and appropriate quality management standards and procedures. For the avoidance of doubt, the Provider must (without limitation):
 - 3.3.1** implement an equal opportunities policy in relation to employment and service delivery in accordance with standards approved by the Council;
 - 3.3.2** comply with all relevant statutes, regulations, directives, codes of practice, guidance, orders or other legal requirements;
- 3.4** obtain all necessary consents licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable the Provider to comply with its obligations under this Agreement;
- 3.5** keep and maintain (until 6 years after this Agreement has ended) proper and accurate financial books and accounts and such other records and information as the Council may reasonably require;
- 3.6** provide to the Council accounting statements, performance records and monitoring information in a form acceptable to the Council as soon as reasonably practicable upon request and further to the monitoring arrangements as detailed in Schedule 3;
- 3.7** provide to the Council annual accounts that have been audited or independently examined in accordance with the Provider's own constitutional and legal requirements, or if no such requirements exist, to the satisfaction of the Council, within 28 days of their preparation or six months of the Provider's financial year end (whichever is sooner);
- 3.8** allow the Council's authorised officers, to have access and to inspect and take copies of its financial, accounting and other records kept in accordance with clause 3.5, including its books of account, invoices, bills, receipts, bank statements, chequebooks and all other financial

documents at any reasonable time during the Term and for the period of 6 years after this Agreement has ended;

- 3.9** promptly supply details to the Council of any funding received from any sources which have not already been supplied to the Council;
- 3.10** acknowledge that the Council is not in any way liable for the actions of the Provider and the Provider will make this clear to all its clients, suppliers, employees and volunteers, and anyone else with whom it deals; and
- 3.11** allow the Council to have access to and to inspect the operation of the Project at any reasonable time, including the inspection of any relevant documents subject to the Council complying with all reasonable health and safety and security procedures of the Project.

4. ISSUE OF THE LICENCE

- 4.1** The Council shall grant the Licence to the Provider in accordance with this clause 4 and Schedule 2.
- 4.2** The Provider shall deliver to the Council such information as the Council may reasonably require in support of the monitoring needed to evidence that the required Outcomes are being achieved.
- 4.3** The Provider acknowledges that any delay in delivering any information requested by the Council pursuant to this Agreement is likely to threaten the any extension of the Agreement and granting of the Lease in accordance with clause 2.
- 4.4** The Provider will, as required by the Council, meet with the Council in order to review, verify and discuss the achievement of Outcomes.
- 4.5** In the event that there is evidence that the Outcomes are not going to be achieved by the 31 March 2016, the Council reserves the right in its absolute discretion to terminate the Licence at an earlier date than the 31 March 2016, after giving one month's prior written notice.

5. BREACH OF STANDARDS

- 5.1** The Provider undertakes to use the Licensed Area for the Project in accordance with the terms of this Agreement.
- 5.2** If the Provider fails to comply with the provisions of clause 5.1, the Council may:
 - 5.2.1** suspend all or any of its obligations hereunder by notice in writing upon such terms and for such period as the Council will in its absolute discretion determine or bring this Agreement to an end; or

5.2.2 work with the Provider to identify the causes of problems, make recommendations to enable the organisation to improve its performance, and monitor progress towards and the effect of any such improvements.

PROVIDED THAT any action described in 5.2.2 above taken by the Council shall not prevent it exercising its rights under 5.2.1 in any way.

6. REVIEW

6.1 Whilst the Council will monitor the reports and information provided pursuant to clause 3.8, and the Monitoring Arrangements in Schedule 3, the terms of this Agreement shall be reviewed in accordance with the provisions of this clause. Such reviews shall be carried out by way of a meeting between the Authorised Officer and the Provider Representative ("the Review Meeting") who shall be obliged to attend such meeting.

6.2 Reviews shall be carried out:

6.2.1 every quarter during the Term;

6.2.2 at such other times as are required by the Council on giving reasonable written notice to the Provider.

6.3 Each Party must submit to the other details of those matters which it requires to be discussed at the appropriate Review Meeting in writing at least two weeks prior to the date of such meeting. Such meetings shall be minuted by the Provider and copies of such minutes circulated to the Council. Such minutes shall be subject to written approval by the Council. Any unresolved problems emerging from such meetings shall be referred immediately to a senior executive officer of each Party who shall attempt to resolve the issue.

6.4 Notwithstanding the provisions of clause 6.3, each Review Meeting shall specifically consider the Provider's compliance with clauses 3.1, 3.2, 3.3 and 3.4 of this Agreement.

6.5 If, after a Review Meeting has been held, the Council is of the opinion that the Provider is not complying with the terms of this Agreement (giving particular consideration to clauses 3.1, 3.2, 3.3 and 3.4), the Council may give written notice requiring the Provider to remedy such defects as may be specified. Failure to remedy the defects within the period set out in such a notice shall entitle the Council to exercise its rights under clause 5..

7. EXCLUSION OF LIABILITY, INDEMNITY AND INSURANCE

7.1 Exclusion of Liability

The Council and their respective employees, agents and officers shall not at any time be liable:

- 7.1.1** to any person or the Provider for anything in connection with the development planning operation and/or administration of the Project;
- 7.1.2** to the Provider for any loss or damage arising directly or indirectly as a result of the compliance by the Provider of this Agreement;
- 7.1.3** to the Provider for any deficit in revenue that may occur arising out of or in consequence of the execution of this Agreement;

7.2 Provider Indemnity

The Provider shall indemnify and keep indemnified the Council and its respective councillors, employees, agents, officers or sub-contractors against all losses and claims for all injuries (including death, illness and disease) or damage of any type to any persons or property whatsoever or any other claim or loss suffered by the Council caused by any activity of the Provider which may arise out of or in consequence of the execution of this Agreement and/or the Project and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Provided always that the Provider's liability to indemnify the Council as aforesaid shall be reduced proportionately to the extent that the act or neglect of the Council may have contributed to the said loss, injury or damage. In this latter connection, the Provider agrees to provide prompt notice to the Council of any such claim, and the Council shall have the sole right to control the defence of any such claim

7.3 Insurance

- 7.3.1** The Provider shall (but without limiting its obligations and responsibilities under the indemnity given by the Provider in sub-clause 7.2) for the duration of this Agreement effect and maintain public liability insurance, to a minimum of five million pounds (£5,000,000) and employer's liability insurance to a minimum of ten million pounds (£10,000,000) in respect of any one act or occurrence or a series of acts or occurrences arising from one event but with no aggregate limit during any one period of cover and any other insurances as may be required by law.
- 7.3.2** The insurance shall be effected with a reputable insurer and the interests of the Council shall be noted on the insurance policy. The Provider shall upon reasonable request provide to the

Council copies of all insurance policies, cover notes and premium receipts. Failure to provide this information may lead to immediate suspension or termination of the Agreement.

8. NON-DISCRIMINATION

The Provider shall:

- 8.1 perform its obligations under this Agreement (including those in relation to the Services) in accordance with:
 - 8.1.1 all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - 8.1.2 the Council's equality and diversity policy as provided to the Provider from time to time; and
 - 8.1.3 any other requirements and instructions which the Council reasonably imposes in connection with any equality obligations imposed on the Council at any time under applicable equality law; and
- 8.2 take all necessary steps, and inform the Council of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).
- 8.3 at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement. The Provider shall also undertake, or refrain from undertaking, such acts as the Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998.

9. CONTACTS

- 9.1 The Provider shall contact the Council through the Authorised Officer and any other person notified to the Provider by the Council in writing at the address and by the telephone and email address notified.
- 9.2 The Council shall contact the Provider through the Provider Representative and any other person notified to the Council by the Provider in writing at the address and by the telephone and fax numbers notified.

10. PARTNERSHIP

This Agreement does not constitute a Partnership in the terms of the Partnership Act 1890, a contract of employment or a joint venture

arrangement between the parties and each of the parties undertakes to make this clear in all its dealings with third parties.

11. AGENCY

- 11.1** In carrying out its obligations under this Agreement the Provider agrees that it shall be acting as principal and not as agent of the Council and the Provider shall not say nor do anything that may lead any other person to believe that the Provider is acting as the agent of the Council.
- 11.2** Nothing in this Agreement shall render the Council liable to indemnify the Provider in respect of any liability of any kind incurred by the Provider to any other person but this shall not be taken to exclude or limit any liability of the Council to the Provider that may arise by virtue of either any term of this Agreement or any negligence on the part of the Council, its staff or agents.

12. BRIBERY AND CORRUPTION

- 12.1** The Council may terminate this Agreement by written notice with immediate effect, and recover from the Provider all losses resulting from such termination, if the Provider, or any of its employees, agents or subcontractors (in all cases whether or not acting with the Provider's knowledge):
- 12.1.1** directly or indirectly offers, promises or gives any person working for or engaged by the Council a financial or other advantage to:
 - 12.1.2** induces that person to perform improperly a relevant function or activity;
 - 12.1.3** rewards that person for improper performance of a relevant function or activity;
 - 12.1.4** directly or indirectly requests, agrees to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
 - 12.1.5** commits any offence:
 - a) under Section 117(2) of the Local Government Act 1972;
 - b) under the Bribery Act 2010;
 - c) under legislation creating offences concerning fraudulent acts; or
 - d) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council.

12.1.6 defrauds, attempts to defraud, or conspires to defraud the Council.

13. DISPUTE RESOLUTION

- 13.1** In the event of any dispute or difference arising in connection with this Agreement the Parties shall use their reasonable endeavours to engage in discussions to resolve the dispute in good faith and failing such resolution the dispute shall be escalated to the Chief Executive of the Council and the Chief Executive or equivalent of the Provider;
- 13.2** Any such dispute that cannot be settled by agreement between the Parties under clause 13.1 after 60 days the Parties will in good faith seek to resolve the dispute through mediation. Unless otherwise agreed, the Parties will share equally the costs of mediation, and the use of mediation will be without prejudice to the rights of the Parties in all respects if the mediation does not achieve an agreed resolution of the dispute.
- 13.3** If the dispute is still not resolved by mediation after a further 30 days (or such longer period as may be agreed between the Parties), or if one of the Parties will not participate in the mediation, the dispute shall be referred by any Party to and be determined under the provisions of the Arbitration Act 1996 (as amended) by a single Arbitrator appointed (in default of agreement) by the President for the time being of the Chartered Institute of Arbitrators (London) whose rules are deemed to be incorporated by reference into this clause. The jurisdiction and law applicable to this agreement is that of England and Wales, the place of any arbitration shall be England and the language of any arbitration shall be English;

14. NOTICES

Notices under this Agreement shall be in writing delivered by hand or recorded delivery post and addressed to the Parties at the addresses given under clause 9 (or such other addresses as the Parties shall give each other from time to time).

15. RIGHTS OF THIRD PARTIES

Notwithstanding any other provisions of this Agreement nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.

16. PUBLICITY

- 16.1** The Provider shall not undertake any activity, including any public statement in either online or offline channels, which will bring the reputation of the Council into disrepute.
- 16.2** The Provider shall notify the Council with immediate effect as soon as it

becomes aware of any activity or information provided by it which, may adversely affect the Council's involvement in this Agreement; or the reputation of the Council.

- 16.3 The Provider shall not by any means or media issue or make any representation or explanation of the terms of this Agreement or of the Licence referred to in Clause 3 hereof without having first submitted a draft of the same to the Council and either the Council has consented to the draft (such consent not to be unreasonably withheld) or five working days have elapsed since such submission without the Council having objected to the draft. For the purposes of this clause any such draft shall be submitted to the Authorised Officer.
- 16.4 Any use of the Council's logo must be approved by the Council's Communications and Marketing team. Use of the Council's logo must comply with the Council's brand guidelines which will determine its position and size in relationship to any partner/other logos. The appropriate version of the Council's logo shall be supplied by the Council's Communications and Marketing team who will ensure the relationship with the Council is made clear (e.g. 'funded by', 'supported by' or 'working in partnership with').

17. COMPLAINTS PROCEDURE

- 17.1 The Provider shall have in place a written procedure approved by the Council to enable users of the Project or their representative to make complaints and representations about the Project (the 'Complaints Procedure').
- 17.2 The Provider shall give users of the Project or their representative information about the Complaints Procedure and how it operates. The Provider will ensure that this information shall be easily understood and available in appropriate form for all users of the Project.
- 17.3 The Provider shall promptly inform the Council of any complaint made under the Complaints Procedure by a user or their representative regarding the provision of the Project and the action taken by the Provider in response. The Provider shall maintain full records of any such complaint in accordance with clause 3.5.

18. FREEDOM OF INFORMATION

The Provider acknowledges that the Council is subject to the requirements of the FOIA and the EIR and shall assist and co-operate with the Council to enable the Council to comply with these information disclosure requirements.

19. SAFEGUARDING

- 19.1 Before the Provider engages or employs any person in the provision of the Project, or in any activity related to, or connected with, the provision

of the Project, the Provider must without limitation, complete the Employment Checks.

- 19.2 The Provider warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Provider in the provision of the Project is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 19.3 The Provider shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 19 have been met.
- 19.4 The Provider shall refer information about any person carrying out the Project to the Disclosure and Barring Service where it removes permission for such person to carry out the Project (or would have, if such person had not otherwise ceased to carry out the Project) because, in its opinion, such person has harmed or poses a risk of harm to any children or vulnerable adults.
- 19.5 The Provider shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out Regulated Activity or who may otherwise present a risk to users of the Building.
- 19.6 The Council may terminate this Agreement and the Licence with immediate effect if the Provider fails to comply with this clause 19.

20 TERMINATION

- 20.1 The Council may terminate this Agreement in whole or part with by the service of written notice on the Provider in the following circumstances:
 - 20.1.1 with immediate effect if the Provider is in breach of any material obligation under this Agreement provided that if the breach is capable of remedy, the Council may only terminate this Agreement under this clause 20.1 if the Provider has failed to remedy such breach within 14 days of receipt of notice from the Council to do so;
 - 20.1.2 in accordance with clause 4.5;
 - 20.1.3 in accordance with clause 12.1;
 - 20.1.3 in accordance with clause 19.6;
 - 20.1.4 in accordance with clause 25;
 - 20.1.5 if a resolution is passed or an order is made for the winding up of the Provider (otherwise than for the purpose of solvent

amalgamation or reconstruction) or the Provider becomes subject to an administration order or a receiver or administrative receiver is appointed over or an encumbrancer takes possession of any of the Provider's property or equipment;

20.1.6 if the Provider ceases or threatens to cease to carry on business in the United Kingdom.

20.2 The Provider may terminate this Agreement if the Council is in breach of any material obligation under this Agreement provided that if the breach is capable of remedy, the Provider may only terminate this Agreement under this clause 20.2 if the Council has failed to remedy such breach within 14 days of receipt of notice from the Provider to do so.

21. GOVERNING LAW

This Agreement shall be governed by the laws of England and Wales and subject to the jurisdiction of the Courts of England and Wales.

22. WAIVER

The waiver of either Party of any remedy in response to a breach of the Agreement shall not be taken to imply a waiver of any remedy in response to any subsequent breach or threat of breach by the other Party.

23. VARIATIONS

No variation to the terms of the Agreement shall be valid unless agreed by the Council and the Provider and expressed in writing.

24. SEVERABILITY

If any provision of this Agreement shall be declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability or legality of the remaining provisions of this Agreement.

25. FORCE MAJEURE

Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from a Force Majeure Event, and in such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 180 days or more, the Party not affected may terminate this Agreement by giving 30 days' written notice to the other Party.

26. ENTIRE AGREEMENT

This Agreement and any document referred to in it constitute the entire agreement between the Parties relating to the subject matter of the Agreement. This Agreement supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

IN Witness whereof this Agreement has been signed by the Parties' authorised signatories

For and on behalf of the Council

For and on behalf of the Provider

Authorised Signatory

Authorised Signatories

SCHEDULE 1 – CONTACTS

1. For the purposes of clause 9, the contact details and e-mail addresses of the Parties shall be:

(a) For the Council: Wendy Lippmann

Nottinghamshire County Council

County Hall, Loughborough Road, West Bridgford, Notts. NG2 7QP

E-mail: wendy.Lippmann@nottscc.gov.uk

(b) For the Provider:

Graham Machin

5 Barratt Lane, Attenborough, Nottingham, NG9 6AD

E-mail: graham.machin@ntlworld.com

SCHEDULE 2 – SERVICE SPECIFICATION

1. Purpose of the Service

The purpose of the service is to enable people suffering from mental ill-health, social exclusion or other social disadvantages the opportunities to gain support and advice with a wide range of needs, in order to deliver outcomes that promote health, well-being and quality of life.

2. The Service to be provided

A wide range of support services will be provided, including :

- Peer to peer support
- Training in computer and internet skills
- Support in using the internet to access social benefits on-line
- Advocacy
- Social and recreational activities

The Centre will be available for use by charities whose members comprise mainly of mental health service users, but other members of the community will not be excluded.

3. Deliverables and Outcomes

Charities who use the Licensed Area will provide a wide range of therapeutic activities including music, crafts and gardening.

Courses that promote personal well-being and recovery will be run within the Centre by Central College, Nottingham and other educational and training bodies.

The Provider will ensure effective liaison and partnership working with local statutory services and voluntary organisations.

The Provider will generate new income for the Project, for example through charging for room hire and grant applications.

The Centre will become a useful resource to the local community in general.

Social interaction across a wide spectrum of participants will be promoted, in order to help dispel stigma attached to disability and isolation.

4. Equality Impact

Services should consider the impact on any particular group of people which may be affected by their service, including individual policies and procedures. In doing so the organisation should:

- Consider if any impact is intentional and if so, be able to justify it
- Consider if any impact is unintentional and if so, consult with the specific group impacted
- Make decisions on how to limit the unintentional impact where possible.

Organisations should also work within the ethos of The Social Model of Disability.

5. Safeguarding

The Service Provider must comply with the Nottinghamshire Safeguarding Policy and Practice and ensure that its own policy complements this guidance. It is expected that the organisation will report any suspicions of adult abuse in line with this guidance and will ensure that service users are aware of their obligation to do so.

6. Dignity Challenge

All service provision will be in line with the dignity challenge as described in appendix 1 of this agreement. The organisation will periodically undertake internal dignity tests in order to ensure that the ethos is followed at all times.

7. Target Group

People suffering from mental ill-health, social exclusion or other social disadvantages as well as the wider community as fellow citizens.

8. Location of the Service

Middle Street Resource Centre, Middle Street, Beeston

9. User Consultation and Review Process

To ensure the effectiveness of this service, carers and users should be given the opportunity to contribute to the development of the service, as well as to the planning and delivery of the package of support for the service user. In particular they should

- Be involved in the interviewing of staff for the service, which includes helping to set the questions, membership

of the interview panel and the decision on appointing staff where possible.

- Be asked to give feedback following any training or involvement in the project.
- Be involved in any discussions regarding any proposed changes to the service
- Be involved in the evaluation of the Service provided

SCHEDULE 3 – MONITORING ARRANGEMENTS

1. The Service Provider shall at all times co-operate with the processes of the Purchaser for monitoring, evaluation and quality audit in whatever way reasonably requested, and shall provide copies of any documents that are reasonably requested by the Purchaser.
2. The Service Provider shall demonstrate to the Purchaser that it has a commitment to providing quality services and ensuring Service User satisfaction. In order to do this, the Service Provider shall have in place a quality assurance system which continuously reviews and improves the standards of service delivery. Such a system will include but not be limited to the following:
 - seeking the views of Service Users;
 - checking that the specified Service is consistently being delivered efficiently, effectively and sensitively, taking account of Service Users' needs and preferences;
 - ensuring that appropriate changes are promptly made where the Service is not consistently being delivered efficiently, effectively and sensitively, taking account of Service Users' needs and preferences;
 - checking that all records are properly maintained and updated;
 - regular monitoring and evaluation of complaints/concerns, in addition to the requirements of the Service Provider's complaints procedure;
 - an annual service review of performance and Service User satisfaction with the Service provided.
3. The Service Provider shall maintain regular communication with the Lead Officer in whatever way reasonably required by the Purchaser.
4. The Service Provider shall allow authorised officers of the Purchaser reasonable access to the premises where the Service is provided and access to all documents relating to the performance of the Service under this Agreement.
5. Subject to the legal duty of confidentiality, the Service Provider shall provide relevant information concerning Service Users on request from the Purchaser.
6. The Purchaser retains the right to confidentially canvass the views of the Service User(s) and/ or their Representative in relation to the Service.

7. The Service Provider shall send to the Purchaser the monitoring information as detailed in paragraphs 8., 9. and 10. below.

| Quantitative/Qualitative Information | Frequency | Method |
|--|-----------|---|
| Progress on each of the service specific outcomes, detailing numbers and providing feedback. | Quarterly | Written report to be delivered to Wendy Lippmann. |

- 8.

| Annual Service Review Information | Frequency | Method |
|---|-----------|---|
| <p>Summary report detailing any issues preventing targets being reached or any particular areas of success. The report should also outline how the service has contributed to the deliverables and outcomes specified, detail any equality impact work undertaken and comment on the service's commitment to The Dignity Challenge, using examples as appropriate.</p> <p>Annual Accounts</p> <p>Proof of insurance</p> | Annual | To be submitted two weeks before each annual review |

9. An annual service review shall be undertaken by the Lead Officer with the Provider following receipt of the information.
10. The annual service review shall consider the Provider's ability to deliver the Project and whether it is compliant with the terms and conditions of the Agreement.
11. The annual service review shall determine whether any alterations are required to the Service Specification, the monitoring arrangements as detailed in Schedule 4, or any other parts of the Agreement.

IN Witness whereof this Agreement has been signed by the Parties' authorised signatories

Signed on behalf of Nottinghamshire County Council

| | |
|--------------------|----------------|
| Signature: | Date: |
| Print Name: | Status: |

Signed on behalf of the Provider

| | |
|--------------------|----------------|
| Signature: | Date: |
| Print Name: | Status: |

APPENDIX 1

The Dignity Challenge

1. Have a zero tolerance of all forms of abuse

By this we mean:

Respect for dignity is seen as important by everyone in the organisation, from the leadership downwards. Care and support is provided in a safe environment, free from abuse. It is recognition that abuse can take many forms including physical, psychological, emotional, financial and sexual, and extend to neglect or ageism.

Dignity tests:

- Is valuing people as individuals central to our philosophy of care?
- Do our policies uphold dignity and encourage vigilance to prevent abuse?
- Do we have in place a whistle blowing policy that enables staff to report abuse confidentially?
- Have the requisite Criminal Records Bureau and Protection of Vulnerable Adults List checks been conducted on all staff?

2. Support people with the same respect you would want for yourself or a member of your family

By this we mean:

People should be cared for in a courteous and considerate manner, ensuring time is taken to get to know people. People receiving services are helped to participate as partners in decision-making about the care and support they receive. People are encouraged and supported to take responsibility for managing their care themselves in conjunction with, when needed, care staff and other information and support services.

Dignity tests:

- Are we polite and courteous even when under pressure?
- Is our culture about caring for people and supporting them rather than being about 'doing tasks'?
- Do our policies and practices emphasise that we should always try to see things from the perspective of the person receiving services?
- Do we ensure people receiving services are not left in pain or feeling isolated or alone?

3. Treat each person as an individual by offering a personalised service

By this we mean:

The attitude and behaviour of managers and staff help to preserve the individual's identity and individuality. Services are not standardised but are personalised and tailored to each individual. Staff take time to get to know the person receiving services and agree with them how formally or informally they would prefer to be addressed.

Dignity tests:

- Do our policies and practices promote care and support for the whole person?
- Do our policies and practices respect beliefs and values important to the person receiving services?
- Do our care and support consider individual physical, cultural, spiritual, psychological and social needs and preferences?
- Do our policies and practices challenge discrimination, promote equality, respect individual needs, preferences and choices, and protect human rights?

4. Enable people to maintain the maximum possible level of independence, choice and control

By this we mean:

People receiving services are helped to make a positive contribution to daily life and to be involved in decisions about their personal care. Care and support are negotiated and agreed with people receiving services as partners. People receiving services have the maximum possible choice and control over the services they receive.

Dignity tests:

- Do we ensure staff deliver care and support at the pace of the individual?
- Do we avoid making unwarranted assumptions about what people want or what is good for them?
- Do individual risk assessments promote choice in a way that is not risk-averse?
- Do we provide people receiving services the opportunity to influence decisions regarding our policies and practices?

5. Listen and support people to express their needs and wants

By this we mean:

Provide information in a way that enables a person to reach agreement in care planning and exercise their rights to consent to care and treatment. Openness and participation are encouraged. For those with communication difficulties or cognitive impairment, adequate support and advocacy are supplied.

Dignity tests:

- Do all of us truly listen with an open mind to people receiving services?
- Are people receiving services enabled and supported to express their needs and preferences in a way that makes them feel valued?
- Do all staff demonstrate effective interpersonal skills when communicating with people, particularly those who have specialist needs such as dementia or sensory loss? Do we ensure that information is accessible, understandable and culturally appropriate?

6. Respect people's right to privacy

By this we mean:

Personal space is available and accessible when needed. Areas of sensitivity which relate to modesty, gender, culture or religion and basic manners are fully respected. People are not made to feel embarrassed when receiving care and support.

Dignity tests:

- Do we have quiet areas or rooms that are available and easily accessible to provide privacy?
- Do staff actively promote individual confidentiality, privacy and protection of modesty?
- Do we avoid assuming that we can intrude without permission into someone's personal space, even if we are the care giver?
- Can people receiving services decide when they want 'quiet time' and when they want to interact?

7. Ensure people feel able to complain without fear of retribution

By this we mean:

People have access to the information and advice they need. Staff support people to raise their concerns and complaints with the appropriate person. Opportunities are available to access an advocate. Concerns and complaints are respected and answered in a timely manner.

Dignity tests:

- Do we have a culture where we all learn from mistakes and are not blamed?
- Are complaints policies and procedures user-friendly and accessible? Are complaints dealt with early, and in a way that ensures progress is fully communicated?
- Are people, their relatives and carers reassured that nothing bad will happen to them if they do complain?
- Is there evidence of audit, action and feedback from complaints?

8. Engage with family members and carers as care partners

By this we mean:

Relatives and carers experience a welcoming ambience and are able to communicate with staff and managers as contributing partners. Relatives and carers are kept fully informed and receive timely information. Relatives and carers are listened to and encouraged to contribute to the benefit of person receiving services.

Dignity tests:

- Do employers, managers and staff recognise and value the role of relatives and carers, and respond with understanding?
- Are relatives and carers told who is 'in charge' and with whom issues should be raised?

- Do we provide support for carers who want to be closely involved in the care of the individual, and provide them with the necessary information?
- Are we alert to the possibility that relatives' and carers' views are not always the same as those of the person receiving services?

9. Assist People to Maintain Confidence and a Positive Self-Esteem

By this we mean:

The care and support provided encourages individuals to participate as far as they feel able. Care aims to develop the self-confidence of the person receiving services, actively promoting health and well-being. Adequate support is provided in eating and drinking. Staff and people receiving services are encouraged to maintain a respectable personal appearance.

Dignity tests:

- Are personal care and eating environments well designed for their purpose, comfortable and clean?
- Do we maximise individual abilities at all times during eating and personal care and hygiene activities?
- Do we ensure people receiving services wear their own clothes wherever possible rather than gowns etc.?
- While respecting the wishes of the person receiving services as far as possible, are they respectable at all times and are staff tidy and well presented?

10. Act to alleviate people's loneliness and isolation

By this we mean:

People receiving services are offered enjoyable, stimulating and challenging activities that are compatible with individual interests, needs and abilities. People receiving services are encouraged to maintain contact with the outside community. Staff help people receiving services to feel valued as members of the community.

Dignity tests:

- Do we provide access to varied leisure and social activities that are enjoyable and person-centred?
- Have we reviewed the activities we offer to ensure they are up to date and in line with modern society?
- Do we provide information and support to help individuals engage in activities which help them participate in and contribute to community life?
- Are responsibilities of all staff towards achieving an active and health-promoting culture made clear through policies, procedures and job descriptions? *Source: SCIE*
- Practice Guide 09 Dignity in Care

