

**SERVICE LEVEL AGREEMENT**

**BETWEEN**

**The London Borough of Barking and Dagenham  
Adult & Community Services**

**and**

**[Provider]**

**Provision of Support Services  
to  
Individual Services Funds**

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**PROVISION OF SUPPORT PLANNING TO PEOPLE  
IN RECEIPT OF INDIVIDUAL SERVICE FUNDS  
IN BARKING & DAGENHAM  
PILOT PROJECT**

2007

This agreement is made

**Between:**

[1] The London Borough of Barking and Dagenham Adult & Community Services Department, The Civic Centre, Wood Lane, Dagenham, RM10 7BW

and

[2] The [PROVIDER], [Address]

The service will commence on the 1<sup>st</sup> day of July 2007 and end on 31<sup>st</sup> March 2008 unless extended or terminated by mutual agreement.

**Whereas: -**

The parties have agreed to provide those services identified in the clause titled Service Details in this agreement.

The parties have agreed that the London Borough of Barking and Dagenham shall for the duration of this agreement refer identified service users to the selected providers for the provision of support services to Individual Service Funds.

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**DEFINITIONS AND INTERPRETATION**

“Authorised Officer”	Means the Councils nominated lead in receipt of the service.
“Commencement Date”	Means the start date of the agreement;
“Council”	Means the Local Authority of London Borough of Barking and Dagenham
“Individual Service Fund” (ISF)	Individual Service Fund brings together a variety of income streams from different agencies to provide a sum for an individual, who has control over the way it is spent to meet his or her care needs
“Local Authority”	Means the Local Authority of London Borough of Barking and Dagenham
“Service Manager”	means the person who undertakes to render such Services for the [Authorised Officer] as provided by this agreement
“Service User”	Means a person who receives or who may receive the Support Services which you are to provide under this Agreement;
“Support Services”	Means the service provided to each Individual Service Fund

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**1. Background**

- 1.1 As part of the Governments commitment to Independence, Wellbeing and Choice the London Borough of Barking and Dagenham is piloting a scheme to promote and develop Individual Budgets, which aim to:
- Give people a clear, up-front idea about how much money there is for their support.
  - Make assessments quicker and easier meaning people have to give out information fewer times.
  - Bring together different kinds of support or funding from more than one agency.
  - Let people use the money in a way that suits their own needs and situation.
  - Have support to plan what they want and to organise it, from a broker or advocate, family or friends, as the individual wants (Individual Service Fund).
  - With no additional cost the London Borough of Barking and Dagenham any more.
- 1.2 It has been agreed that we will enter into this Service Agreement with you for which you agree to provide a support services/brokerage to service users who are referred to this service.
- 1.3 All parties understand that this Agreement is an interim arrangement. We are currently undertaking a tender exercise for the provision of Domiciliary Care Services that will incorporate the permanent provision of this service delivery and will supersede these arrangements.
- 1.4 So as to minimise the disruption to the support services delivered to service users, those projects entered into during this pilot phase will continue with the selected provider, subject to review, until either the Individual Service Fund is ended by any reason from the service user or the local authority, upon the death of a service user, or the Service Provider as set out in the termination clause.

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1.5 It has been agreed that we will enter into this Agreement with you under which you agree to continue to provide support services to service users referred to you and we will pay you the individual service fund to do so.

1.6 Depending on the outcome of that review, we may or may not ask you to continue to provide the support services. If we do, and you agree, we will enter into a new agreement. If we do not enter into a new agreement then this Agreement will terminate.

## **2. Service Details**

### **2.1 Name of Service**

Provision of Support Planning to People receiving an Individual Service Fund

### **2.2 The London Borough of Barking and Dagenham Adult & Community Services Department, Authorised officer(s)**

### **2.3 Address & telephone number**

202a Halbutt Street

Dagenham

Essex

RM9 5AA

### **2.4 Provider, Authorised officer(s)**

[name]

### **2.5 Address & telephone number**

[name]

## **3 Standard Of Work**

3.1. The Services must be carried out to the satisfaction of the Council, and in full compliance with any applicable British, European or International Standard Specifications or Codes of Practice or British legislation laid down in respect of the services delivered.

3.2 Specific Service related requirements around standards to be achieved are set out in Section (3) Service Specification.

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#### **4 Duty Of Care**

- 4.1 The [Service Manager] shall be responsible for ensuring that reasonable skill, care and diligence are exercised in carrying out the Services properly and efficiently in accordance with the agreement.
- 4.2 All tasks shall be carried out in the most efficient and workmanlike manner to the entire satisfaction of the [Authorised Officer]

#### **5 Quality Of Service Provision**

- 5.1 The Council places great emphasis upon ensuring that the quality of its services meets the requirements of its users [i.e. any person who is, or should be, in receipt of any service provided by the Council] and requires all of its Service Providers to adhere to this principle.
- 5.2 The Service Provider will be required to provide evidence of how they intend to aid compliance with these requirements through working with the Authorised Officer to provide the best possible service to Service Users.
- 5.3 There will be a need to carry out regular surveys to obtain the views of Service Users during the whole life of the pilot project. The intention here will be to gauge the effectiveness of the service provided and whether it meets the needs of the Users. It would also seek to gain an insight into Users' requirements for future service provision.
- 5.4 Any additional costs incurred by a Service Provider in complying with this requirement will be dealt with by the Authorised Officer.
- 5.5 To ensure equal opportunities for all, the Service Provider will be expected to consult, involve and encourage the participation of local communities and stakeholders in arrangements for service provision. In addition, the Service Provider must ensure that all sections of the community are involved with projects and events.

#### **6 Basic Rights For Service Users**

- 6.1 The Council aims to provide the following basic rights for all its Service Users and expects all Service Providers to do the same:
- continuity and consistency of service;
  - a service that provides for equality for all;
  - to be addressed by the Service User's chosen title and or name;
  - personal dignity to be respected at all times;

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- confidentiality to be respected at all times [unless there is a risk of substantial harm to any person or as required by law];
- a right to complain without fear of recrimination.

## 7 Service Values

7.1 Underpinning the service and the specification are the following fundamental values:

### 7.1.1 Choice

Service Users have a right to make choices and decisions about all aspects of their daily lives. The Service will aim to support Service Users to make informed choices by providing the necessary support and information to each individual Service User.

### 7.1.2 Community Presence

Service Users have a right to play an active role in the community in which they live. They have a right of access to all of the community resources that they wish to use. The Service should aim to become part of the local community by offering a range of services and activities that are available to appropriate members of the general public.

### 7.1.3 Dignity

Service Users must be helped and encouraged to retain their dignity in all aspects of their involvement with the service. Procedures and facilities should be organised so as to promote each Service User's self-esteem regardless of their individual circumstances.

### 7.1.4 Equal Opportunities/Diversity

The Scheme will offer options on a non-discriminatory basis. Special attention will be given to cultural, religious and language needs.

### 7.1.5 Fulfillment

Service Users have the right to opportunities that enhance the quality of their lives. A priority for the Service is to enable Service Users to pursue a varied range of relationships and activities as well as to develop new ones.

### 7.1.6 Independence

The Scheme will encourage and assist Service Users to retain their independence. Staff activities, where possible, will be designed to work with Service Users rather than do things for them.

### 7.1.7 Privacy

Service Users have the right to be alone or undisturbed and free from intrusion. Facilities will be provided to enable care tasks to be carried out

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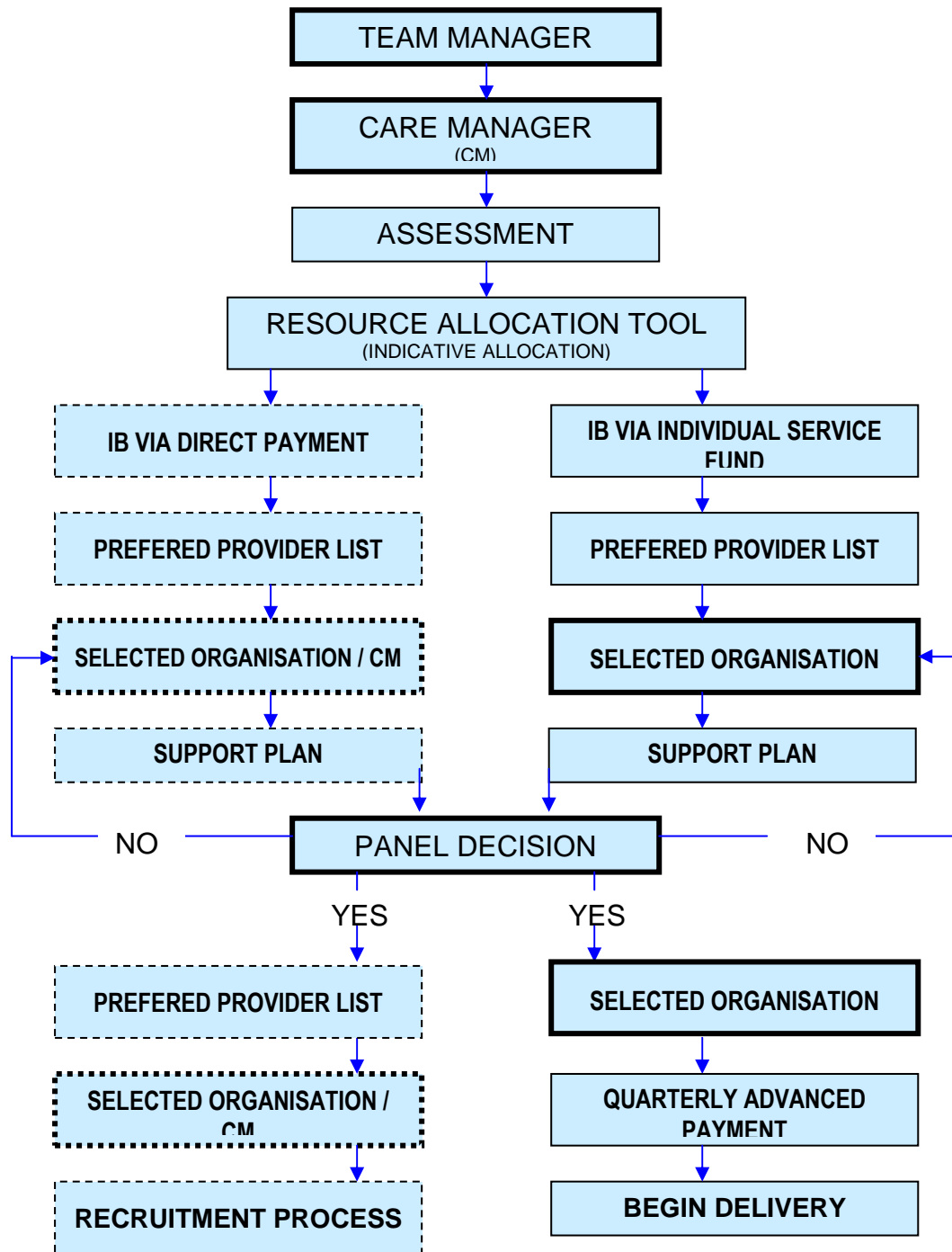
in private. Where the assistance of staff is required in these tasks, this should be kept to a minimum commensurate with safety and due regard to the Service User's wishes.

**7.1.8 Rights**

It is the policy of the Borough to recognise that the safeguarding of human rights is defined as "the maintenance of all entitlements associated with citizenship" and should be adapted as necessary to relate to the Scheme.

**8 Service Specification**

**8.1 THE KEY STAGES OF THE REFERRAL PROCESS WILL BE AS SET OUT BELOW:**



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## **9 Service Eligibility Criteria And Capacity Of Service**

- 9.1 Care Management will determine the eligibility for the service and capacity will be within the limits set according to the use of Individual Service Funding arrangement for the individual service user

## **10 Individual Service Fund**

- 10.1 In return for you carrying out your obligations under this Agreement we must pay you the [*Individual Service Fund (ISF)*] relating to each [*Support Service*]. For each ISF entered into the selected provider will receive on a quarterly basis, paid in advance, the agreed sum for the ISF as set out in the individual resource allocation tool.

## **11 Invoicing And Payment**

- 11.1 On or as soon as possible after the end of each quarter you must send us a schedule of payment for the Individual Service Fund. The schedule must set out details of the Support Services for which payment is claimed any balance carried forward for the proceeding period and such other supporting information and documentation as we may reasonably require from time to time

## **12 Payment Method**

- 12.1 Payment will be by BACS.

## **13 Assignment And Sub-Contracting**

- 13.1 You shall not assign your interest in this Agreement to any other person; or sub-contract the carrying out of your obligations under this Agreement without the prior written agreement of the Authorised Officer.
- 13.2 If the Authorised Officer agrees that this contract may be assigned or sub-contracted, you should note that to sub-contract will not relieve you of your obligations under this Agreement and that you will be responsible for the acts, defaults and neglect of any sub-contractor or any employee, agent or servant of any such sub-contractor, as if they were your own acts, defaults and neglect.
- 13.3 The sub-contractor will be required to agree in writing that it will carry out all your obligations under this Agreement.

## **14. Annual Increase**

- 14.1 The value of each ISF will be increased at the beginning of each Financial Year on 5<sup>th</sup> April and on each subsequent 5<sup>th</sup> April in each Financial Year that this agreement is in force, and will be in accordance with the resource allocation tool.

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**15. Staff**

- 15.1 You must employ sufficient numbers of people of sufficient ability, skill, knowledge, training or experience so as to properly provide, and to supervise the proper provision of, the Support Services.
- 15.2 You must carry out checks with the Criminal Records Bureau on all staff employed or Carers or (if any) volunteers engaged to provide, or supervise the provision of the Support Services.

**16. Complaints Procedure**

- 16.1 The Support Service must at all times operate within the Councils complaints procedure.
- 16.2 At our reasonable request, you must supply us with a copy of your records relating to complaints made in relation to the Support Services and your responses.

**17. Equal Opportunities**

- 17.1 The Support Service must operate within the London Borough of Barking and Dagenham's Equal Opportunities Policy.
- 17.2 You must provide us with such information as we may reasonably require in order for us to assess the Support Service compliance with the Policy.

**18. Health And Safety**

- 18.1 You must comply with the requirements of the Health and Safety at Work Act 1974 insofar as they apply to the provision of the Support Services.
- 18.2 The Support Service must adhere to the Council's health and safety policy, which complies with all statutory requirements.

**19. Monitoring And Information Requirements**

- 19.1 Service Providers and Authorised Officer will meet at regular intervals to review the process, outcomes and issues arising out of the pilot. Information to be provided will be agreed at these meetings.
- 19.2 We will be looking to work with you to determine an appropriate system for performance monitoring.
- 19.3 In addition you must compile and maintain such information as we may reasonably require to monitor Key Performance Indicators. In specifying the information to be compiled and maintained for this purpose, we will have regard to any directions or guidance which Government may issue relating to the form and extent of such information.

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- 19.4 We may also, with reasonable notice require you to provide us with:
- all other information which we may reasonably require for the purpose of assessing how you are carrying out your obligations under this Agreement and the safety and welfare of the Service Users; and
  - information on, and the names of, the Service Users.
- 19.5 Notwithstanding the clause about equal opportunities, you must allow the Authorised Officer or any person authorised by her, together with appropriate staff, at all reasonable times to inspect or witness the provision of the Support Services.
- 19.6 In inspecting or witnessing the provision of the Support Services we will have proper regard to the nature of the Support Service being provided.

## **20 Termination**

- 20.1 This agreement will end on 31<sup>st</sup> March 2007 unless extended by mutual agreement. We may terminate this agreement by giving you not less than one week's written notice. If both parties agree, the period of notice can be shortened. If we terminate this Agreement or its application to a particular Support Service:
- 20.2 You will continue to provide the Support Services during the period of notice unless we request otherwise;
- 20.3 You may terminate this Agreement by giving us not less than one week written notice.
- 20.4 If you terminate this Agreement or its application to a particular Support Service under the Health and Safety clauses, then you will continue to provide the Support Services during the period of notice unless we request otherwise.

## **21 Dispute Resolution**

- 21.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within twenty Working Days of either Party notifying the other of the dispute such efforts shall involve the escalation of the dispute to the relevant director (or equivalent) of each Party.
- 21.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 21.3 If the dispute cannot be resolved by the Parties pursuant to this Clause in this Schedule, the dispute shall be referred to mediation pursuant to the procedure set out unless:
- a) we consider that the dispute is not suitable for resolution by mediation; or
  - b) you do not agree to mediation.

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21.4 The procedure for mediation and consequential provisions relating to mediation are as follows:

21.4.1 a neutral adviser or mediator (“the Mediator”) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten Working Days from the date of the proposal to appoint a Mediator or within ten Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution (“CEDR”) to appoint a Mediator.

## **22 Variations To The Agreement**

22.1 A variation to this Agreement (including to the scope and nature of the Support Service) shall only be valid if it has been agreed in writing and signed by both of us.

22.2 If either one of us wishes to vary this Agreement then it shall serve on the other a Variation Notice which shall set out the nature of the variation sought and the reasons for it.

22.3 If either one of us receives a Variation Notice then within 28 Days of receipt it shall notify the other whether or not it agrees to the variation and if not, the reasons.

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**23. The Agreement**

**Signed on behalf of the London Borough of Barking and Dagenham**

Name..... Designation.....

Signature..... Date.....

**Witnesses**

Name..... Designation.....

Signature..... Date.....

**Signed on behalf of (Support Service Provider) :-**

Name..... Designation.....

Signature..... Date.....

**Witnesses**

Name..... Designation.....

Signature..... Date.....

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