SERVICE LEVEL AGREEMENT

Between

Devon County Council

&

South Hams District Council

&

South Hams and West Devon Primary Care Trust

&

South Hams Council for Voluntary Service
PART 1

1.1 DATE OF AGREEMENT
This agreement is dated ________________________________

1.2 PARTIES
This is an agreement between the Devon County Council and South Hams District Council and South Hams and West Devon Primary Care Trust (hereinafter called “the funders”) and the Management Committee of the South Hams Council for Voluntary Service (hereinafter called “the CVS”).

1.3 OBJECT OF AGREEMENT
The funders will invest in funding the core costs of the CVS so that it may perform its core functions and activities as set out in the CVS constitution, subject to an agreed payment and to a defined level of service set out in this agreement.

1.4 MANAGEMENT
Responsibility for the governance of the CVS is vested in a voluntary Board of Trustees as laid down by the CVS constitution and approved by the Charity Commissioners.

1.5 AUTHORISED CONTACTS
All the signatories will each have a named contact for the purposes of this agreement and its review.

1.6 THE PERIOD OF THE AGREEMENT
The agreement will commence on 1 April 2002 and will continue to take effect until 31 March 2005, unless terminated by any party giving twelve months notice in writing, where any party is unable to carry out the terms of this agreement. There is an intention to review these arrangements by September 2002 to consider rolling forward the agreement for a three year period from 1 April 2003 to 31 March 2006, and by September in subsequent years to consider rolling forward the agreement for a further year in each case. If agreed, such a rolling forward would be achieved by an exchange of correspondence between the CVS and the funders or the completion of a new agreement.

1.7 REVIEW
(a) The Parties to this agreement agree that the practical implementation and application of this agreement may require amendment/adjustment at any time.
Without prejudice to (a) above, this agreement shall be subject to a formal annual review, as referred to in 1.6 above.

1.8 **STATUS OF SERVICE PROVIDER**

In carrying out this agreement, the CVS is acting in its own right as an independent organisation, and not as an agent of the funders.

1.9 **STATUS OF AGREEMENT**

It is not the intention of either party that this agreement shall be legally binding and there is no intention to enter into contractual relationships. Therefore, neither party shall have any liability to the other for any failure to observe the terms of this agreement.

1.10 **SERVICE PROVIDER’S OBLIGATION**

The CVS agrees to provide the services in Part 2 of this agreement (Service Objectives and Specifications). These services may be subject to annual review to respond to changing needs in the community, in accordance with clause 1.7, while remaining within the core aims and objectives of the CVS in its constitution and current business plan.

1.11 **STAFFING**

Paid and volunteer staff will be recruited and selected with full regard to the employment and equal opportunities policies of the CVS. Paid staff will be employed and remunerated with regard to Guidelines issued by the National Association of Councils for Voluntary Service (NACVS).

1.12 **REPRESENTATIONS AND COMPLAINTS**

The CVS will maintain a procedure for representations and complaints about the service and shall take all reasonable steps to bring this procedure to the attention of the users of the CVS. The CVS will consult users on the performance of its service and report on the outcome and any action arising to the funders.

1.13 **HEALTH AND SAFETY**

The CVS will continue to have regard to the requirements of the Health and Safety at Work Act 1974 and any other Acts, Regulations, Directives or Orders etc about health and safety.

1.14 **INSURANCES**

The CVS will continue to have adequate insurances to cover such liabilities as may arise in the course of the CVS work.
PART 2 – SERVICE OBJECTIVES AND SPECIFICATIONS

2.1 AIMS OF THE SERVICE

The South Hams Council for Voluntary Service exists to encourage effectiveness, innovation and co-operation in the South Hams voluntary sector, to facilitate communication between the voluntary sector and the local statutory and private sectors and to ensure that the voice of the voluntary sector is heard.

2.2 VALUES OF THE SHCVS

The South Hams CVS is committed to the promotion of equal opportunities and to the elimination of all forms of discrimination. The SHCVS will always endeavour to work in a manner which recognises the right that people have to informed choice, independence, access, confidentiality and fair, open and honest treatment.

2.3 THE STRATEGIC OBJECTIVES OF THE SHCVS

- To promote, support and develop voluntary action.
- To encourage the development of local organisations and community groups.
- To act as a focal point and support agency for groups and organisations in the voluntary sector.
- To identify gaps in community provision in the South Hams and to help develop responses to fill those gaps.
- To encourage and support partnership and co-operative working between agencies in the voluntary and statutory sectors.
- To influence the development of local social, economic and environmental policies and services.
- To promote and encourage good practice in both service provision and management practice in voluntary sector organisations.
- To educate and inform public opinion on issues of concern to voluntary organisations and the voluntary sector generally.

2.4 SERVICE PROVISION

The service [to which the funding arrangements in Part 3 relate] offered shall be in accordance with the CVS constitution and business plan and shall include:

A. Development

- Encourage and assist the establishment of initiatives that address unmet need within the South Hams so as to broaden and strengthen voluntary activity within the community;
- Access funding opportunities, and attempt to lever in additional resources to support voluntary sector development;
- Promote partnerships between statutory and voluntary sectors in the delivery of local services.
B. **Support**

- Provide support services to voluntary organisations, such as information, advice and training;
- Provide the above support in a manner consistent with the published values of the CVS, working with people, groups and communities in a flexible, open way and challenging inequality;
- Promote voluntary action by ‘sign-posting’ voluntary organisations and groups.

C. **Representation and Liaison**

- Encourage local voluntary groups and organisations to put forward their views of policies that affect them by attendance at South Hams Voluntary Sector Forums;
- Enable local voluntary groups to represent their views and become involved with the work at locality level (Market Towns and Parishes) in developing local community strategies to promote well-being and sustainable development;
- Represent the views of the voluntary sector at a strategic level on all district wide strategic partnerships, (e.g. South Hams Strategic Partnership [the ‘local strategic partnership’ for South Hams]; Health Improvement Programme [HImP]; Safer South Hams);
- Specifically in relation to consultation, the South Hams CVS will:
  - Consult with the voluntary sector in order to take into account the view of users and local communities in the development of policies, services and priorities;
  - Consult with any relevant organisations, groups or individuals who represent the interests of minority disaffected or disadvantaged groups;
  - Provide voluntary sector representation for strategic consultation (e.g. from Government) for the South Hams Strategic Partnership.
- Regularly attend all district wide strategic partnerships to maintain good channels of communication, mutual understanding and good working relationships;
- Contribute to partnership development work through provision of skills within the remit and current resources of the CVS.

2.5 **ACCESS TO SERVICE**

The SHCVS will provide a service that is transparent, impartial, independent and inclusive. The service will be available to all voluntary and community groups that operate in the South Hams through their office at 13 Leechwell Street, Totnes. The office will be open to callers for 6 hours each weekday with the exception of bank holidays. There will be an answerphone service at other times and meetings can be arranged by appointment at any reasonable time. There will also be an outreach service available to all parts of the district.
PART 3 – FINANCIAL AND RESOURCING ARRANGEMENTS

3.1 The funders agree to make annual or half-yearly payments to the CVS commencing 1 April 2002. Appendix 1 to this Agreement details the amount for the year beginning 1 April 2002 and the arrangements for payment.

3.2 The funders will endeavour to assist the CVS to achieve the model level of core funding specified by NACVS.

3.3 If the CVS wishes to provide extra services, or provide services in a different way, and wishes the funders to review their funding arrangements accordingly, then the funders will consider a variation in funding and make a decision whether or not to alter the financial commitments.

3.4 All payments to be made under this agreement are exclusive of VAT. In the event of the CVS becoming liable for VAT in the operation of this agreement, the funders will enter into discussions with the CVS with the aim of reaching a mutually acceptable outcome.

3.5 The CVS will submit to the funders a copy of their annual accounts, properly audited or examined according to the requirements of the Charities Acts 1992 and 1993 no later that the end of July in the following year.

3.6 Any of the funders may, after consultation with the other signatories, review its provision of funding at any time if:

(a) the CVS ceases to be a member of NACVS;

(b) the CVS fails to keep to the terms of this agreement or to the conditions on which the grant is provided.

PART 4 – MONITORING ARRANGEMENTS

4.1 The CVS monitors and evaluates its performance in accordance with the procedures and directions set out in the NACVS Membership Scheme.

4.2 The monitoring and performance indicators can be amended by agreement between the funders and the CVS to reflect changes in service provision.

4.3 In accordance with its constitution, the CVS shall produce an Annual Report for presentation at the CVS Annual General Meeting.

4.4 The CVS will report trends and recurring issues that it becomes aware of in the voluntary sector relevant to the responsibilities of the funders and the South Hams Strategic Partnership.
PART 5 – MONITORING INFORMATION

To enable the funders to assess the performance of the CVS in providing the services outlined in 2.4 above, the CVS will provide them by July 2002 and July in each subsequent year the current business plan of the CVS and information for the previous year ending 31 March on the following:

A. Development
   - Numbers of newly established voluntary groups;
   - Total number of voluntary groups;
   - Number and value of funding applications made by voluntary groups;
   - Number and value of successful funding applications made by voluntary groups;
   - Examples of joint (voluntary/statutory) service delivery.

B. Support
   - Number of “Voluntary Vine” newsletters published pa and a summary of the circulation list;
   - Number of training events programmed and held, and number of participants;
   - Number of enquiries to “Funder Finder” database;
   - Number of Voluntary Sector Forums held each year;
   - Number of visits from voluntary organisations seeking advice/support;
   - Number of outreach meetings to voluntary organisations seeking advice/support;
   - Number of potential volunteers ‘sign-posted’ to voluntary organisations or community groups.

C. Representation and Liaison
   - Number of responses made to consultations with voluntary organisations by partner agencies facilitated by the CVS;
   - Number of initiatives to consult/invoke the ‘hard to reach’;
   - Number of voluntary organisations involved with the locality level community strategy groups;
   - Number of strategic partnerships attended;
   - Number of workshops or similar events attended or facilitated on behalf of the partnership.

NB: It is anticipated that the above initial set of indicators will be the subject of annual review and that the indicators will be refined in the light of experience.
Signed on behalf of Devon County Council:

Name: .................................  Title: .................................
Date: ................................

Signed on behalf of South Hams District Council:

Name: .................................  Title: .................................
Date: ................................

Signed on behalf of South Hams and West Devon Primary Care Trust:

Name: .................................  Title: .................................
Date: ................................

Signed on behalf of South Hams Council for Voluntary Service:

Name: .................................  Title: .................................
Date: ................................

Named Contacts for:

Devon County Council:  Roger Grainger, Community Strategy Officer

South Hams District Council:  Jim Barrett, Head of Community Services

South Hams and West Devon Primary Care Trust:  Alan Tibbenham, Chief Executive

South Hams Council for Voluntary Service:  Ian Campbell, Chief Officer
APPENDIX 1

This schedule details the planned annual funding by funders for the period 1 April 2002 – 31 March 2005 and is subject to clause 3.2 and to inflation increases:

Devon County Council: £24,400
South Hams District Council: £27,000 (£20,400 cash plus rent subsidy)
South Hams and West Devon PCT: £26,997

Payments to be made annually in April or half-yearly in April and October (with agreement with each funder).