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Local PSA Service Level Agreements - briefing paper

This briefing paper looks at how local authorities can use service level agreements (SLAs) or similar documents in the delivery of their local public service agreement (local PSA). It outlines some of the benefits of implementing agreements with departments and partner organisations, and provides answers to frequently asked questions about drawing up SLAs.

The paper includes an example of a service level agreement drawn up between the London Borough of Hammersmith and Fulham and the local voluntary organisation 'Standing Together Against Domestic Violence' in respect of Target 7 from Hammersmith and Fulham's round one local PSA.

What is a service level agreement / service delivery statement?

A service level agreement (or service delivery statement) is a written agreement drawn up between a local authority and the relevant partner organisations involved in delivering the local PSA. It sets out the roles and responsibilities of the respective parties, and is then signed as a contract between the local authority and its partner organisations.

Why draw up a service level agreement?

With the increased emphasis on partnership working in the second generation of local PSAs, developing effective partnership working practices is key to the success of local PSAs. Partner organisations play an important role in helping authorities to meet their local PSA targets, with many partners taking part or full responsibility for the delivery of particular targets.

Service level agreements help local authorities, and their partners, to clearly establish responsibilities, accountabilities and 'ground rules' at the beginning of the local PSA. This can help to avoid confusion or disagreements at a later date. The SLA sets out a clear set of objectives for each party to deliver. Rewards for delivering these objectives (or penalties for not delivering the agreed objectives) can also be established at the outset.

Drawing up SLAs encourages authorities to develop a detailed forward delivery plan for every stage in the delivery of its local PSA targets, in collaboration with the relevant partners. This process should highlight potential risks and problems at an early stage, helping to prevent unforeseen barriers further down the line. Where partner organisations are responsible for delivering targets at ground level, their input into the delivery planning is vital, and local authorities can benefit from drawing on their partners' expertise.

Is there a template for SLAs?

There is no template for SLAs. Local authorities can adapt their SLAs to address their own needs and the needs of their partners. That said, most SLAs will cover a number of standard points, such as: parties involved; joint aims and objectives; term of contract; management arrangements; financial arrangements; schedules; accountabilities; termination of the contract; breach of the contract; insurance; indemnity and liabilities; prohibited activities; project plan etc.

Who should draw up the SLA?

Again there are no rules. However, SLAs are usually drawn up jointly by the local authorities and the relevant partner organisations, in collaboration with a legal advisor.

**THE MAYOR AND BURGESSES
OF THE LONDON BOROUGH OF
HAMMERSMITH AND FULHAM**

-and-

STANDING TOGETHER AGAINST DOMESTIC VIOLENCE

AGREEMENT

Mr Michael Cogher
Head of Legal Services
Town Hall, King Street
London
W6 9JU

THIS AGREEMENT is dated the 8th day of August 2002

1. Parties

This Agreement is made between:

The MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAMMERSMITH AND FULHAM of Town Hall King Street, Hammersmith London W6 9JU (the "Council")

AND

Standing Together Against Domestic Violence (the 'Organisation') a registered charity number: 1088844.

2. Basis of Agreement

- 2.1 The Council seeks to promote the provision of good quality, independent, flexible and accessible services and encourage good practice and partnership between the Council and the voluntary sector.
- 2.2 The Organisation has agreed to provide the Services as defined in Schedule 1 in consideration for the payments by the Council set out in Schedule 2.
- 2.3 If the Council and the Organisation wish at a later date to change the nature of the Services they can agree to do so in writing.
- 2.4 The Organisation acknowledges that the Council has only agreed to fund the Organisation for the amount and for the period of time specified in this Agreement.

3. The Accountable Person

- 3.1 The Organisation must notify the Council of the details of the nominated person who will act as the "Accountable Person" within 10 days of signature of this Agreement. The Accountable Person shall be responsible for ensuring the proper control and management of the Services and the supervision and submission of all information required by the Council. If the Organisation replaces the Accountable Person, the Council must be notified in writing and within seven working days of such replacement.
- 3.2 Throughout the duration of this Agreement, the Accountable Person must liaise regularly (at least every three months) with the Council.

4. Term

- 4.1 This Agreement shall be deemed to commence on the 1st day of April 2002 and expire on the 31st day of March 2005 or until earlier termination in accordance with Clause

11.

5. Payments Structure

5.1 The Council will make payment to the Organisation of the amounts set out in Schedule 2 provided the terms and conditions of this Agreement have been complied with to the satisfaction of the Council.

6. Management

6.1 The Organisation shall:

6.1.1 be responsible for the financial organisation and administration of the Services as set out in Clauses 8 and 9 of this Agreement.

6.1.2 ensure that in carrying out the Services that the Organisation and any person acting on its behalf complies with all laws in force at the time; and in particular shall not commit any act of discrimination (either direct or indirect) rendered unlawful by the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995 or any amendments thereto.

6.1.3 take all necessary steps to secure the health, safety and welfare of all persons involved in providing the Services.

6.2 The Organisation shall seek the Council's prior written consent to the use of the Council's name or logo in publicity to which it is a party.

6.2.1 The Organisation shall be required to acknowledge the financial support of the Council in any such publicity approved by the Council.

7. Equal Opportunities

7.1 The Organisation shall have a written equal opportunities policy statement and shall promote equality of opportunity between all individuals and groups having access to the Services.

7.2 The Organisation shall ensure that any allegations of discrimination or complaints made against it are properly investigated and that appropriate action is taken. The Organisation shall not be in breach of its obligation hereunder in respect of any activity falling within an exception to the Sex Discrimination Act 1975 or the Race Relations Act 1976 or the Disability Discrimination Act 1995.

8. Financial Arrangements

8.1 The Organisation will keep an accurate record of all funds received from the Council.

8.2 The Organisation will keep an accurate record and provide a detailed breakdown, every three months of all expenditure of Council Funds.

8.2.1 Pursuant to Clause 8.2 the Organisation will retain all invoices, receipts, accounting records and any other relevant documents relating to the expenditure of funds for a period of at least three (3) years from the expiration of this Agreement.

8.3 The Organisation shall enter into a legally enforceable agreement with its sub-contractors or other relevant parties carrying out the Services to ensure that the aforementioned are obliged to allow the Council's representatives to examine the economy, efficiency and effectiveness with which Council Funds are expended.

8.4 The Organisation shall provide all reasonable assistance to the Council's representatives carrying out an audit in accordance with Clause 8.3.

8.5 The Council must be notified in writing if any capital assets are acquired wholly or in part using Council Funds under this Agreement.

8.5.1 The Organisation shall not dispose of any capital assets purchased with Council Funds without the prior written consent of the Council.

8.2 The Council is entitled to require the Organisation to demonstrate that Council Funds have been expended for the purposes for which they were intended.

9. Financial Administration

9.1 The following procedures will apply:

9.1.1 The Organisation will maintain a bank account through which the Council Funds will be paid and provide the Council with details of it before the commencement of this Agreement.

9.1.2 Within 9 (nine) months of the end of the Organisation's financial year the Organisation will submit to the Council annual audited accounts certifying that all Council Funds paid under this Agreement have been used in providing the Services.

9.1.2.1 Payment of Council Funds after the nine months is conditional upon receipt of satisfactory audited accounts.

9.1.2.2 The accounts shall be maintained in a clear format, with the Council Funds shown as restricted funds.

9.1.3 The Organisation shall provide additional monitoring returns and reports as detailed in Schedule 3.

9.1.3.1 In the event of late or incorrect submission of monitoring information the Council shall not be liable to pay any outstanding claims for payment until the relevant outstanding submission has been received and approved by the Council.

9.1.4 In addition the Organisation will co-operate with one annual pre-arranged recorded visit and with any unannounced visits that the Council may undertake in its discretion.

10. Advance and Recovery of Sums Due

10.1 Any Council Funds advanced under this Agreement shall be deemed to be held in trust by the Organisation for the benefit the Council unless or until expended by the Organisation within the terms and conditions of this Agreement.

10.2 The Organisation shall not use the Council Funds for any other purpose except for the provision of the Services within the terms of this Agreement and shall repay any Council Funds not used for such purposes within fourteen (14) days of a written request by the Council.

11. Termination

11.1 The Council may serve on the Organisation a notice in writing to terminate this Agreement with immediate effect and reclaim from the Organisation all or part of any Council Funds paid which have not at the date of such termination been expended by the Organisation where:

11.1.1 the Organisation is in breach of any term or condition of this Agreement.

11.1.2 the Organisation is dissolved for any reason including, without limitation, insolvency, a winding up order or the appointment of a receiver or administrator (in which case the Organisation shall notify the Council immediately in writing).

11.1.3 budgetary considerations or a change in the law may make it necessary for the Council to reduce or even discontinue funding to the Organisation. If this occurs the Council shall notify the Organisation as soon as possible before the date on which the Council intends to make the necessary adjustment.

12. Rights and Obligations on Termination

12.1 Within 3 calendar months of termination of this Agreement (whether by notice, expiry or otherwise) the Organisation shall:

12.1.1 forward to the Council any Council assets or property or any unused Council Funds in its possession or control.

12.1.2 immediately refrain from holding itself out in any manner whatsoever as having any connection with the Council.

12.1.3 assist the Council as necessary in ensuring that the duties of the Voluntary Organisation under this Agreement are efficiently taken over by the Council, any agent of the Council, or other third party, as the case may be. This may

include (without limitation) delivery up by the Organisation of all documents and data in the possession of the Organisation which relate to the Services under this Agreement.

12.2 Where this Agreement is terminated under the provisions of Clause 11:

12.2.1 any rights or remedies to which either party had become entitled to prior to the termination of this Agreement shall remain effective; and

12.2.2 the termination shall not affect any right to damages that either party may have in respect of any breach occurring prior to termination.

13. Breach

13.1 If the Organisation commits a material breach of this Agreement, which is not capable of remedy, then the Council may terminate this Agreement with immediate effect by notice in writing.

13.2 If the Organisation commits a material breach of this Agreement which it is able to remedy then the Council may serve notice on the Organisation setting out how the breach shall be remedied by a reasonable deadline.

14. Prohibited Activities

14.1 The Organisation shall not use any of the Council Funds for any purpose other than providing the Services and shall specifically not use any funds for the purpose of supporting directly or indirectly any organisation or activity which is likely to bring the Council into disrepute or for supporting directly or indirectly any party political organisations or activities.

14.2 The Organisation shall not enter into any agreement with any religious organisation unless the Council is satisfied that the activities funded by that agreement will not promote a particular religious view. The Council's consent must be sought in writing prior to any such agreement being entered into.

14.3 The Organisation shall not assign or sub-contract the provision of the whole or any part of the Services without the prior written approval of the Council.

15. Insurance

15.1 The Organisation shall take out insurance policies to cover the following risks (as appropriate) with an insurance company approved by the Council.

15.1.1 Public Liability cover with a minimum limit of £5,000,000 in respect of any one incident

15.1.2 Employers' Liability insurance cover in full compliance with the provisions of the

Employers' Liability (Compulsory Insurance) Act 1969, as amended.

15.1.3 Professional Indemnity; and

15.1.4 Fire and other risks to property; and

15.1.5 Risks arising from the use of vehicles (if appropriate); and

15.1.6 Theft or damage to property and its contents.

15.2 Upon the commencement of this Contract and immediately after each renewal date, the Organisation shall supply the Council with a written memorandum or certificate from its insurers or brokers confirming that the Organisation's insurance policies comply with this Clause.

15.3 Should the Organisation fail to take out and maintain the insurance required under this Clause then the Council may insure against any risk in respect of which the failure shall have occurred and a sum or sums equivalent to the amount paid or payable by the Council in respect of premiums may be deducted by the Council from any outstanding payment due or otherwise be recoverable by the Council from the Organisation as a debt.

16. Indemnity and Liability

16.1 The Council accepts no liability to the Organisation or to any third party for any costs, claims, damages or losses, howsoever incurred and the Organisation agrees to indemnify the Council against any such claims against it which have come about due to the Organisation's wrongdoing or negligence.

16.2 The Organisation shall be liable for all liabilities, damages, costs, losses, claims, demands and proceedings whatsoever, whether in tort or contract or otherwise, arising directly or indirectly out of the failure by the Organisation to comply with the terms of this Agreement.

16.3 The Organisation hereby fully indemnifies the Council, its employees, agents and/or Contractors against all such matters listed in this Clause 16.

16.4 The Organisation's liability under this Clause does not extend to, and the Council shall indemnify and keep indemnified the Organisation against all liabilities, damages, costs, losses, demands and proceedings whatsoever, to the extent to which they are attributable to the negligence or misfeasance of the Council, its employees or agents (other than the Organisation).

17. Data Protection Act 1998

17.1 Both the Council and the Organisation agree that they will comply with all the requirements of the Data Protection Act 1998 in relation to this Agreement.

18. Schedules

- 18.1 The Schedules shall be read as an integral part of the Agreement, but, if there is any conflict between them and the body of the Agreement, the terms in the body of the Agreement shall take precedence.

19. Governing Law

- 19.1 This Agreement shall be subject to and construed in accordance with English Law.

20. Rights Of Third Parties

- 20.1 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.

21. Notices

- 21.1 notices shall be in English and made in writing and unless delivered personally shall be sent by first class prepaid post or fax to the addresses or fax numbers set out in this Agreement.
- 21.2 A notice posted in Great Britain to an address in Great Britain shall be deemed to have been served at 10.00am on the second working day after the date of posting unless proved otherwise.
- 21.3 A notice sent by fax shall be deemed to have been served two hours after despatch, if despatched on a working day before 15.00pm; or in any other case, at 10.00am on the working day after the date of despatch.

22. Waiver

- 22.1 The waiver by either party of a breach of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have operate as a waiver of any breach or default by any other party.

23 Amendments To This Contract

- 23.1 Any variation to this Agreement shall only be effective if the Council and the Organisation have agreed to it in writing.

Schedule 1

Service Specification

1. The Organisation, hereafter referred to as 'Standing Together Against Domestic Violence', will work with partners to comply with targets, objectives, timescales and financial arrangements set out in the Project Plan annexed in Appendix A.
2. Standing Together Against Domestic Violence will provide up to date quarterly financial monitoring and performance information. This information will be provided in a format drawn up the London Borough of Hammersmith & Fulham's (the 'Council') Policy Unit, and will need to satisfy the requirements of the Policy Unit.
3. Standing Together Against Domestic Violence will provide the following information to the Policy Unit on a quarterly basis beginning 30 July 2002:
 - A. Project Plan update
 - B. Performance monitoring
 - C. Progress re freedoms and flexibilities agreed by Central Government under the local Public Service Agreement (the 'PSA'). A copy of the PSA is annexed to Appendix B of this Agreement.
4. In addition, the Council may reasonably request other information in order to comply with its own statutory or other obligations.

Schedule 2

Financial Arrangements

1. The Council will release a total of £145,920 in Council Funds (drawn from the local Public Service Agreement (the 'PSA') pump priming monies) to the Organisation throughout the duration of this Agreement to be used for purposes set out in Appendix A:
 - 1.1 6 months funding of £36,480 will be paid in July 2002 following the signing of this Agreement with further quarterly funding of £18,240 released following receipt of satisfactorily completed financial and performance monitoring information.
 - 1.2 payment of grant is conditional upon the Organisation satisfying the requirements set out in this Agreement.

Appendix A

Project Plan

Name of Project

Standing Together Specialist Domestic Violence Court

Objective of Project

To improve the effectiveness of the legal system's response to the crime of domestic violence.

Public Service Agreement targets that the project will impact upon:

- i. To increase the number of criminal charges against perpetrators of domestic violence.
- ii. To increase the numbers of perpetrators taking part in prevention programmes (subject to discussions with the Court regarding the safeguarding of judicial independence)
- iii. To reduce repeat victimisation

Current performance

1. 154 in 2000-1
2. 6 sentenced individuals to take part in prevention programmes (November 2000 – April 2001 figures annualised)
3. To be established. (The estimate for 2001-02 on existing measurements is 238). However, there is uncertainty about the accuracy of existing measurement systems. The Standing Together partnership will establish a baseline for 2002-03, and agree this baseline with DTLR and the Home Office.

Performance at the end of the period of the Public Service Agreement ('Local PSA') (2004-5)

Performance expected without the Local PSA:

1. 205
2. 6
3. no change on 2002-03 baseline (to be established)

Performance target with the Local PSA:

1. 232
2. 20
3. 9.7 per cent reduction on 2002-03 baseline (to be established)

Enhancement in performance with the Local PSA:

1. 27 additional charges for domestic violence
2. 14 additional perpetrators sentenced to take part in prevention programmes
3. 9.7 per cent

Interim performance target (2003-4)

1. 211
2. 13

3. 4.9 per cent reduction on 2003-03 baseline

Note: If no baseline is agreed for sub-target (3), no Performance Reward Grant in respect of this sub-target will be payable

Stakeholders involved in the Project

- Standing Together Against Domestic Violence
- West London Magistrates Court
- Hammersmith and Fulham Police
- Kensington and Chelsea Police
- London Probation Area
- Crown Prosecution Service – West London
- Blackfriars Crown Court
- London Borough of Hammersmith & Fulham
- Advance
- Kensington and Chelsea Victim Support Service
- Witness Support Service (Hammersmith and Fulham Victim Support Service)

Tasks and timescales required to achieve the Project's objective:

1. The Lord Chancellors Department agreed to the Council's proposal for specialist courts and the disposal for Domestic Violence cases to be piloted by West London Magistrates Court, for the duration of the Local Public Service Agreement, subject to a protocol being drawn up to the satisfaction of Lord Chancellor's Department, the local partnership (Standing Together Against Domestic Violence), the local courts and the Local Justices' Chief Executive.

The protocol to be agreed and in place by the 1st of July 2002. Protocol will include:

- a) How victim support agencies may specifically be involved from the outset, particularly in follow up monitoring of the perpetrator's behaviour towards the victim
- b) A local practice direction, drawn up by the West London Magistrates' Court, which would set out a framework for case management
- c) Specifically identified bodies (e.g. the support agencies, the prosecution and/or the courts themselves) responsible for investigating and notifying the courts on any pending actions involving both the victim and the perpetrator. These bodies will seek to exchange relevant information where necessary
- d) That unless the Court finds a more suitable option, attendance for assessment by the alleged perpetrator is made a condition of bail in order that probation can carry out an assessment of the offender's suitability for the Violence Prevention Programme during the 3 weeks period
- e) How bail conditions may be enforced with consistency
- f) That court results regarding domestic violence cases are updated daily on the specialist computer system or by another agreed appropriate method
- g) That all relevant agencies including magistrates undergo additional training in this new process

Regular meetings have been held between the key partner agencies, and it is on course for the protocol to be drawn up and agreed to timescale

1. Three posts – the Director, the Tracker, and the Administrator to be employed

All 3 posts appointed to commence 1 July 2002
2. Develop funding plan and raise additional funding to ensure Project sustainable over at least 3 year period (ongoing)
3. Quarterly monitoring reports to be produced (ongoing)

Please provide detailed financial requirements of Project, and set out what income has been earmarked/raised to date.

The following is required per annum for the life time of the PSA:

- Development worker, co-ordination & tracking, Project Management & Overheads at Standing Together, £30,000 p.a.
- Admin time at West London Magistrates' Court to support the pilot project, including to ensure that court results re domestic violence cases are updated daily on the computer system so everyone involved in the case is clear as to how it is progressing. Cost: the Court estimate as a minimum one day of admin support per week, at a cost of £80 = £4,160 per annum.
- London Probation Service (LPS) will be restructuring with enforcement a priority in the new LPS and this should reduce the delays in implementing breach proceedings. LPS should not need additional Probation Officer time to ensure that breach action can be taken fast but may want to offer additional training to Breach Officers in Domestic Violence Awareness in handling these high risk cases. Cost: £1,800 p.a.
- ADVANCE (the Advocacy service) will need resources to ensure they can attend the designated court session each week and do preparation and follow up work; and to support women whose cases are going forward to prosecution. Cost: £30,000 p.a.
- Funding for training at West London Magistrates Court. £1000. Plus costs of training other groups of staff (at court and elsewhere) £6,000.

Request that the PSA would provide two years funding of £72,960 per annum.

Additional funding from other sources would be raised of at least £72,960

Additional Funding raised to date for Standing Together & ADVANCE:

- | | |
|--|----------|
| • Crime Reduction Programme 2002-3
(development worker for civil criminal links, and survivor consultation, development of a benchbook for Magistrates on DV, health development) | £206,000 |
| • Regenasis for 2002-3
(for tracking and co-ordination) | £60,000 |
| • Lottery (for period to November 2002)
(core work of Standing Together) | £17,000 |
| • Camelot Foundation
(survivor consultation) | £4,000 |

Potential Sources

Safer Communities (to support tracker/information sharing)
City Parochial Foundation (core work)

The PSA monies are for work in the criminal courts. The Crime Reduction Programme monies are for civil law development work and health development work and survivor consultation. The work supports the PSA in so far as civil/criminal links are an important part of the designated day in court, however, it is not a substitute for the PSA monies nor is it sufficient to bridge the funding gap. It is time limited to finish in March 2003 and is essential to complete the work of the CRP projects.

Set out potential risks which could impact on project's effectiveness

- Funding gap
- The numbers of incidents going to court is still relatively small. The numbers entering and completing treatment programmes will to an extent be determined by suitability of those individuals going to court
- Potential inability to persuade the judiciary to change sentencing practice
- Identification of suitable prosecutors, as no additional staff are available from CPS
- Pressure on the criminal justice system in terms of personnel and finance

Set out potential opportunities/developments which could impact on Project's effectiveness

- CPS – has domestic violence unit coordinators
- Witness support service – developed and implemented at West London Magistrates Court
- London Probation Area – a pathfinder project pilot in Hammersmith and Fulham with support to victims from Standing Together/Advance
- Hammersmith and Fulham Police – Standing Together is providing training which will incorporate the new work of the designated court
- Inter-agency working in practice
- Special rape officers training for Metropolitan Police coming through
- Special measures for vulnerable witnesses at the Crown Court to be effective from 24 July 2002

Name & contact details of lead officer:

Beryl Foster, Director, Standing Together
Tel: 020 8748 5717

Appendix B

Hammersmith & Fulham Local Public Service Agreement (attached)

Signed by:

Name.....

A duly authorised officer for and on behalf of the Mayor and Burgesses of the London Borough of Hammersmith and Fulham

Signed by:

Name.....

A duly authorised signatory for and on behalf of the Organisation