



# COMMUNITY OVERVIEW AND SCRUTINY COMMITTEE

## *Committee Report*

**Public**

**Date of Meeting:** 20<sup>TH</sup> JULY 2006

**Title:** DRAFT SURE START PARTNERSHIP AGREEMENT

**Report of:** DIRECTOR OF COMMUNITY SERVICES

**Report reference:** CS24/06

### **Summary:**

To consider the details of the draft Agreement between Carlisle City Council and other relevant partners in the Sure Start Carlisle South Local Programme. The Agreement details the various responsibilities each partner has in relation to the operation and management of the Programme.

### **Recommendations:**

Members are requested to consider and comment on the implications for the City Council, as Lead Body and host employing agent for some of the Programme staff.

**Contact Officer:** Rob Burns

**Ext:** 7352

Note: in compliance with section 100d of the Local Government (Access to Information) Act 1985 the report has been prepared in part from the following papers: None

**DATED**

**2006**

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**THE COUNCIL OF THE CITY OF CARLISLE;  
CUMBRIA COUNTY COUNCIL;  
PARENTS' AND CARERS' ADVISORY GROUP;  
CARLISLE AND DISTRICT PRIMARY CARE TRUST;  
EDEN VALLEY PRIMARY CARE TRUST;  
CARLISLE COUNCIL FOR VOLUNTARY SERVICES;  
NORTH CUMBRIA MENTAL HEALTH AND LEARNING DISABILITIES TRUST;  
EAST CUMBRIA FAMILY SUPPORT ASSOCIATION;  
JOBCENTRE PLUS;  
NORTH CUMBRIA ACUTE HOSPITAL NHS TRUST;  
CONNEXIONS CUMBRIA;  
PRE SCHOOL LEARNING ALLIANCE;  
NCH**

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**SURE START CARLISLE SOUTH PARTNERSHIP AGREEMENT**

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**Page Number**

**TO BE INSERTED.**

**1. Preliminary:**

(a) This Agreement is made on the day of 2006

Between:

- (i) The Council of the City of Carlisle of the Civic Centre, Rickergate, Carlisle. CA3 8QG (“The Council”)
- (ii) Cumbria County Council of The Courts, Carlisle, Cumbria (“the County Council”)
- (iii) Parents’ and Carers’ Advisory Group of Sure Start Carlisle South, Burnett Road, Carlisle, CA1 3BX (“PAG”)
- (iv) Carlisle and District Primary Care Trust of Wavell Drive, Carlisle, Cumbria (“Carlisle and District PCT”)
- (v) Eden Valley Primary Care Trust of Wavell Drive, Carlisle, Cumbria (“Eden Valley PCT”)
- (vi) Carlisle Council for Voluntary Services of 27 Spencer Street, Carlisle. CA1 1BE (“CCVS”)
- (vii) North Cumbria Mental Health and Learning Disabilities Trust of Carleton Clinic, Carlisle, CA1 3SX (“NCMHLDT”)
- (viii) East Cumbria Family Support Association of 8 Mostyn Hall, Friargate, Penrith. CA11 7XR (“ECFSA”)
- (ix) Jobcentre Plus of Kentmere House, 1 Blackhall Road, Kendal. LA9 4BS
- (x) North Cumbria Acute Hospital NHS Trust of Cumberland Infirmary, Carlisle CA2 7HY (“NHS Trust”)
- (xi) Connexions Cumbria of The South Range, Hackthorpe Hall Business Centre, Hackthorpe, Penrith CA10 2HK
- (xii) NCH, North West Regional Office Aquila House, Delta Crese, Westbrook, Warrington. WA5 7NR (“NCH NWRO”)
- (xiii) Pre School Learning Alliance,

Unless referred to individually, hereinafter referred to collectively as “the Partners”.

- (b) This agreement is to enshrine the understanding between the Partners for the purposes of delivering the Sure Start Scheme under the name “Sure Start Carlisle South”
- (c) Sure Start Carlisle South shall operate from Petheril Bank School, Burnett Road, Carlisle, Cumbria. CA1 3BX
- (d) Unless stated otherwise, this Agreement embodies the complete Agreement between the Partners and supersedes all other previous written understanding and Agreements with respect to all matters referred to.

**2. Definitions:**

- (a) In this Agreement unless the context requires the following words and expressions shall have the following meanings: -

<b>ACCOUNTABLE BODY</b>	Cumbria County Council
<b>AIMS AND OUTCOMES</b>	The Partnership’s aims and outcomes as set out in Schedule 1.
<b>BUDGET</b>	The Sure Start Carlisle South annual budget.
<b>CHILDREN’S CENTRE</b>	
<b>CHILDREN’S CENTRE SERVICES</b>	INSERT
<b>COMMENCEMENT DATE</b>	Insert
<b>COMMISSIONING PRINCIPLES</b>	The principles set out in Schedule 2.
<b>CONTRIBUTIONS</b>	The Partners’ contributions as set out in Schedule 3.
<b>FINANCE MANAGER</b>	The Finance Manager appointed by the

	Programme Board
<b>GRANT FUNDING</b>	The Sure Start grant paid to the Council by the County Council in its role as Accountable Body
<b>LEAD PARTNER</b>	The Council
<b>PARTNERSHIP MONITORING OFFICER</b>	The Partnership Monitoring Officer nominated by the Council and notified in writing to the Partnership Board
<b>PROGRAMME</b>	The planned series of measures or activities with the particular aim of facilitating the Sure Start Scheme and Services referred to in the Agreement .
<b>PROGRAMME MANAGER</b>	The person who manages the Programme and associated budgets as appointed by the Board.
<b>REGULATIONS</b>	Applicable legislation and rules contained within the Council's Constitution
<b>SERVICE PROVIDER</b>	Any of the Partners
<b>SERVICE USERS</b>	Any one, or more individuals who receive the Service provided by the Partnership.
<b>SERVICES</b>	The provision of Sure Start and Children's Centre Services the principles of which are set out in Schedule 1 hereof
<b>STATUTORY BODIES</b>	INSERT
<b>SURE START or SURE START SCHEME</b>	<p>Sure Start is the Government programme which aims to achieve better outcomes for children, parents and communities by:</p> <ul style="list-style-type: none"> <li>• increasing the availability of childcare for all children</li> <li>• improving health and emotional development for young children</li> <li>• supporting parents as parents and in their aspirations towards</li> </ul>

	<p>employment.</p> <p>This will be achieved by:</p> <ul style="list-style-type: none"> <li>• helping services development in disadvantaged areas to provide affordable childcare</li> <li>• rolling out the principles driving the Sure Start approach to all services for children and parents.</li> </ul>
<b>THE AGREEMENT</b>	<p>this Partnership Agreement made between the Partners including all specifications, appendices and other documents which are annexed to the Agreement.</p>
<b>TUPE</b>	<p>The Transfer of Undertakings (Protection of Employment) Regulations 2006</p>

(b) English Law shall govern this Agreement.

(c) References to any Act, or Regulations include references to any amendment, or re-enactment made thereunder.

(d) References to: -

(i) Masculine shall include the feminine and vice versa.

(ii) Singular shall include the plural and vice versa.

(iii) Persons shall include companies and corporations and vice versa.

### 3. Purpose and Establishment of the Partnership:

(a) The Partners agree and acknowledge that: -

- (i) The Partnership is established by this Agreement to facilitate and promote a Sure Start Scheme in accordance with the Government's Sure Start and Children's Centre initiatives
  - (ii) That prior to the Commencement Date they consulted jointly such persons as appeared to them to be affected by this Partnership.
  - (iii) This Agreement meets the objectives as set out in Schedule 1.
  - (iv) The Partners will endeavour to use resources, (both financial and non-financial), economically, efficiently and effectively
  - (v) They will develop local services for the benefit of users of the Sure Start Children's Centre Schemes as appropriate.
- (i) Pursuant to the provisions of this agreement and the aims of the Sure Start and Children's Centre Schemes the Partners are dedicated and committed to co-operating with one another under the Partnership in order to provide the services specified in the Schedules by securing the availability and continuous improvement of Services.
- (c) The staff, goods, services, or accommodation to be provided by the Partners in connection with this Partnership shall be as specified in Schedule 3

**4. The Duration, Nature and Governance of the Partnership:**

- (a) The Partners agree that the Partnership shall take effect on the commencement Date and shall continue until determined in accordance with Clause 16 below.
- (b) The Partners agree that: -

- (i) This Partnership does not create a legal partnership, but constitutes a contractual obligation between the Partners to work together under the terms of this Agreement;
- (ii) The Council is deemed the lead agency in the Partnership and as such is
  - 1. authorised to enter into contracts with third parties for matters related to the provision of Sure Start Carlisle South's services
  - 2. authorised to sign the agreement on behalf of the Partnership with the nominated Accountable Body
- (iii) That if, for any reason, the Accountable Body is not liable, they will be equally liable for any expenditure incurred or costs arising in relation to the activities of Sure Start Carlisle South and for the avoidance of doubt this includes any expenditure or costs arising from an agreement or contract for services or goods entered into on behalf of the Partnership by the Council as the lead agency.
- (iv) That they will be equally liable for any costs incurred in bringing or defending any claim for damages made by or against any of the Partners by virtue of the provision by them of the Sure Start Carlisle South Services
- (v) That, if necessary, they will be equally liable for the repayment of any Grant Funding to the Accountable Body
- (vi) Although the Partnership shall be used to promote the Sure Start Scheme, all responsibilities relating to any Service Contracts made by the Council shall be enforceable only by the Council. This Clause shall not: -

- I.Prevent reference being made to the Partnership in Service Contracts; or
- II.Shall affect a Partner's statutory obligations.

- (vii) Unless agreed otherwise, no Partner can act as the agent of the other. For the avoidance of doubt this provision is subject to Clause 4(b)(ii)

- (c) The Partners shall at all times co-operate with one another for the purposes of monitoring this Agreement.
- (d) Each Partner shall co-operate with all reasonable requests from any other Partner to access records relevant to: -

- (i) The monitoring of the Agreement
  - (ii) The investigation of a formal complaint in accordance with the respective Partners approved procedures for the same
- (e) The Partners recognise that the Council has fiduciary responsibility to Council Tax payers. The proper discharge of this duty requires that the Council, (and in particular Officers from its Internal Audit Section), may from time to time require access upon reasonable request to staff employed by the other Partner and financial information and documentation in the custody, control, or possession of the Partnership in order to establish proper functioning and operation of Sure Start Carlisle South. The Partners further recognise that the Council's fiduciary responsibility extends to any services commissioned from the Grant Fund and requires that any agreement made pursuant to funding by this agreement incorporate the right of the Council's internal auditors to have reasonable access to the staff and financial information of the provider from whom services are so commissioned.

**5. Service Provision:**

- (a) The Partners agree that by the use of the Grant Funding that: -
  - (i) They shall work together under the Partnership to plan, commission, monitor and review the Sure Start objectives;
  - (ii) The Services shall be procured in accordance with the Commissioning Principles set out at Schedule 2;
  - (iii) They shall work together to ensure that the Partnership reflects the relevant purposes for which it was established

**6. The Partnership Board:**

- (a) The Partners shall manage the Agreement through the Board, which shall include representatives of the Partners.

- (b) The Partners agree that the functions of the Board shall be as follows: -
- (i) To ensure the Partnership reflects the relevant defined aims;
  - (ii) To plan and monitor the Service including the management of risks associated with the operation of this agreement and the services provided pursuant to it;
  - (iii) To plan, commission, monitor and review the Services;
  - (iv) Manage the budget ;
  - (v) To report to the contributing Partners on the outputs and outcomes of the Partnership Agreement;
  - (vi) To appoint a Programme Manager and to ensure that he discharges his responsibilities effectively; and
  - (vii) To ensure that arrangements are made to discharge such responsibilities during any periods of absence by the Partnership Manager, such as sickness, staff vacancy, or any other eventuality that may arise from time to time.
- (c) The Membership of the Board shall consist of 5 parent representatives, one representative from each of 5 community or voluntary groups and one representative from each of 5 statutory bodies. One of the statutory body representatives must be from the Council. The statutory bodies and community or voluntary groups must be signatories to this Agreement.
- (d) The Board shall meet quarterly in each calendar year in order to discuss the Programme. However, any member of the Board may request an earlier meeting should any urgent issues arise surrounding the said Programme.
- (e) The Partners shall make such arrangements as are appropriate relating to all, or any of the following aspects : -

- (i) Membership (and voting rights;)
- (ii) Frequency of meetings and attendance requirements;
- (iii) Administrative/secretarial requirements;
- (iv) Identity and election of Chairman;
- (v) Policy and delegation framework from the Partners;
- (vi) Such other constitutional and related matters that are necessary to ensure the Partnership's effective operation.

**7. Officer Responsibilities:**

(a) The responsibilities of the Partnership Monitoring Officer shall be: -

- (i) To ensure that all officers having funding powers delegated to them, document and retain appropriate financial records relating to the funds delegated to them.
- (ii) To monitor compliance with this Agreement. Information collected through monitoring processes shall be used by the Partners to inform about the Service provision facilitated by this agreement and any other relevant aspects of the Grant Funding.
- (iii) The Partners may require information concerning the operation of this agreement in such a format and at such intervals as may reasonably be determined by the Partners and/or any Government Departments. When reasonably practicable, advance written notice of such requirements shall be given by one Partner to the other Partner and vice versa. All information received by a partner in connection with this agreement shall be treated in confidence. The Partnership Monitoring Officer shall facilitate when possible the sharing of such information.
- (iv) To consider and review the manner of the operation of the agreement and the Grant Funding with specific reference to the assessment of risks posed to any Partner by such operation. In respect of the proper management of the risks arising out of the

operation of this agreement and of the Grant Funding, the Partnership Monitoring Officer and Partners agree that they shall be mindful of any guidance issued by the audit service provided by the Council.

(b) The Programme Manager shall have responsibility on behalf of the Partners for the following matters: -

- (i) Management of the Grant Funding;
- (ii) Management of the Budget in accordance with the expectation that services should be commissioned within the financial limits of the budget.
- (iii) Preparation of Reports required by the Council's Director of Community Services or his successor on at least a quarterly basis and annual return on income of and expenditure from the Grant Funding;
- (iv) Preparation of quarterly Reports and annual return on Aims and Outcomes, including achievement and forecasting of the same; and
- (v) Provide such financial information as maybe from time to time required by the partners in meeting their respective responsibilities and duties as set out at clause 8 of this agreement.
- (vi) Such other responsibilities as the Partners may agree.

## **8. Lead Partner:**

(a) The Partners agree that the Council, as the Lead Partner, shall have the following responsibilities and duties: -

- (i) To act in accordance with Sure Start's terms and conditions of Grant Funding and associated Guidance.

- (ii) To have due regard to all advice received from the Accountable Body
- (iii) To apply all relevant parts of the Constitution, Contract Procedure Rules, Financial Procedure Rules, Code of Conduct and other relevant regulations of the Council to the management of the Grant Funding;
- (iv) To procure the Service in accordance with the Commissioning Principles set out at Schedule 2
- (v) To provide financial, administrative and other relevant support to enable effective and efficient management of the Grant Funding;
- (vi) Responsible for the accounts and to create and maintain a clearly identifiable accounting structure to ensure effective monitoring and reporting of the Partnership;
- (vii) To provide such information as the Partners require, thereby enabling the effective management of the Services and the Grant Funding;
- (viii) To introduce effective audit arrangements which take account of guidance from the Audit Commission
- (ix) To produce a Year-End Report account showing income received, expenditure and any balance remaining in the Grant Funding;
- (x) To have regard to HM Customs and Excise requirements regarding the VAT aspects of the Partnership; and
- (xi) To include in the annual report an account of the Partnership Agreement in relation to activities and achievements, financial position and performance.
- (xii) The Council will put in place effective risk management systems including appropriate internal control and an internal audit function.

- (xiii) The Partnership's Finance Manager will provide monitoring/financial management information as follows:

I. Income / Expenditure / Monitoring information to the Partnership Board  
– quarterly.

(b) The Lead Partner shall undertake reasonable endeavours to ensure that: -

- (i) The Programme Manager discharges the responsibilities in Clause 7(b) effectively;
- (ii) Adequate arrangements are made to discharge the responsibilities of the Programme Manager during any periods of absence, which may include but are not limited to sickness, maternity leave, and staff vacancy.
- (iii) The Programme Manager receives adequate support and supervision from her designated manager as appointed by the Council

## **9 Grant Funding, Contributions and Budget:**

(a) The Partners agree as follows: -

- (i) Their respective Contributions for the first year of the Term are set out in Schedule 3;
- (ii) For the second and subsequent years of the Term the Partners shall use reasonable endeavours to agree to commit resources to the Partnership and their respective Contributions before 1st March each year. Once agreed they shall sign a record of the Contributions and attach them to this Agreement. If agreement is not reached by the 1st July, then the provisions of Clause 16 below shall apply, except where the Partners agree that termination is not appropriate;
- (iii) That there is an expectation of all Partners that services commissioned from the Grant Funding will be commissioned within the budget limits set for the financial year in which they are commissioned save that the budget may be

exceeded in circumstances where there is the agreement of all Partners that additional funding is required to meet their obligations to provide the services commissioned from the Grant Funding and where they agree that such additional funds should be committed.

- (iv) That the Programme Manager or Finance Officer shall report any foreseeable changes to the Budget within a reasonable time to the Board, which shall be responsible for taking the appropriate action to contain expenditure within the Budget, or to utilise surpluses for the purposes of the Partnership, subject to any appropriate specific tolerances the Partners may agree. If additional funding is required, then the Programme Manager shall provide the Partners with all relevant details of why any additional funding is required. In circumstances where an overspend occurs at year end which could not be predicted through the financial systems in operation this shall be reported by the Lead Partner to the Board;
- (v) Unforeseen under spends at year end shall be reported by the Programme Manager to the Board;
- (vi) The Grant Funding shall only be used for the provision, or commissioning of the Services as are intended by this agreement in accordance with the agreed aims and outcomes set out at Schedule 1 and the commissioning principles set out at Schedule 2;
- (vii) The Partners, (including their internal auditors), shall have the right of access to relevant accounting records relating to the Grant Funding; and
- (viii) In respect of staff employed directly, or indirectly for the purposes of the Partnership, (if any), they shall be employed by the Partner who the Partners agree is the more appropriate employer, having regard to the duties of the staff involved and all other relevant factors and the personnel policies and procedures including all responsibilities relating to the health, safety and welfare of such employees of the Partner employing such staff shall apply exclusively to such staff.

(b) Subject to Clause 9.1(ii) above, the Partners agree that the Budget is calculable as the initial Budget for the previous year plus any agreed changes, (where it is decided that these should be

recurrent), plus any agreed inflationary uplift in the coming year; plus any planned changes for the coming year and less any agreed efficiency requirements.

- (c) Sure Start's virement framework shall apply to the Grant Funding subject to the Partners agreeing the relevant decision taking individual/s and this framework may be varied only with the Partners' consent; no other virement shall take place of any part of the Grant Funding.
- (d) The Partners are responsible for paying any of the costs they incur in connection with the administration of the Partnership, except where otherwise agreed but the Partners shall accept the need to make provision for the costs of supporting the Grant Funding in considering the Budget.
- (e) The Partners acknowledge the need for clarity and agreement on the arrangements that shall be made to charge Users of the Services where appropriate.

**10. Review:**

- (a) Representatives of the Partners shall regularly review the working of the Partnership and the provision of the Service and the following provisions shall apply to such reviews: -
  - i. Strategic Review Meetings of the Partnership shall take place on dates and at a frequency to be agreed, but in any case at least once a year. Such Strategic Review Meetings shall review the Partnership's objectives and performance in the wider context of the Partners' respective statutory duties;
  - ii. If appropriate, Strategic Review Meetings may consider fundamental changes to the Partnership, or its termination. No such changes shall be implemented without joint agreement on their nature and effect, nor shall the Partnership be terminated without an agreed exit strategy first having been established which must include funding / financial issues;
  - iii. Other review meetings shall take place whenever agreed as appropriate; and
  - iv. Reports of all review meetings shall be provided.

**11. Indemnity:**

- (a) Each Partner shall indemnify the other in respect of any action, cost or claim relating to personal injury, (including death), or damage to, or loss of property which arises as a direct consequence of a default of a Partner under the Agreement, or from the negligent act, or default of the Partner.

**12. Access to Information:**

- (a) Each Partner shall, subject to compliance with the Data Protection Act 1998 and Freedom of Information Act 2000, afford to the other such access to information relating to the Partnership, or any aspect of it which is reasonably necessary to facilitate the effective operation of the Partnership. Such information may include, (but without limitation), access to Committee Reports, financial records and relevant details of Service Contracts.
- (b) The Partners shall take such steps as are necessary to avoid, or minimise the disclosure of confidential information relating to any aspect of the Partnership including (but without limitation) information relating to Service Users and Service Contractors, but the Partners acknowledge the existence and effect of the different confidentiality and disclosure rules which apply to them.

**13. Retention of Records:**

- (a) The Partners recognise that as a consequence of entering into this agreement they will be required to manage and retain records which may include but are not limited to financial, accounting and personal records. The Partners agree that in retaining any records they shall comply with the Data Protection Act 1998 and Freedom of Information Act 2000.
- (b) In respect of personal data the partners agree:
  - (i) That it shall be adequate, relevant and not excessive for the purpose or purposes for which it is held.
  - (ii) That it will be accurate and where necessary kept up to date

- (iii) They will not retain it for longer than is necessary for its purpose or purposes
- (iv) That normally personal information should not be held for longer than 6 years after the subject's last contact with either Partner subject to any specific exceptions or requirement of statute or regulation set out below. The Partners agree that: -

- I. Where legal action has been started and the records are required to be retained because the information contained in them is relevant to the action, the records may be kept for longer than 6 years but only so long as they are required.
- II. The records may be kept for longer than 6 years if they are archived for historical purposes;
- III. The records may be kept for longer than 6 years if they consist of a sample of records maintained for the purpose of retrospective comparison;
- IV. Child Protection Records may be kept for 3 years after the child has left the SSCS Programme.

- (c) In respect of financial, accounting and other records not comprising personal information and required for the effective monitoring of the agreement and the use of the Grant Funding the Partners agree that they will retain such records for a period of not less than 6 years from the date they were published.

**14. Bribery and Corruption:**

- (b) Any Partner has the power to cancel the Agreement and to receive from the other Partner (the defaulting Partner) the amount of any loss resulting from cancellation in the following circumstances where the defaulting Partner, or any person employed by him, or on

his behalf: -

- (i) Has offered, or given, or agreed to give any person any gift, or consideration of any kind as an inducement, or reward for: -
  - (ii) Doing, or for refraining from doing, anything in relation to either the obtaining of, or the execution of, the Agreement, or any other agreement or contract arising from the operation of the Grant Funding; or
  - (iii) Showing, or refraining from showing favour, or disfavour to any person in relation to the Agreement, or any other agreement or contract arising from the operation of the Grant Funding.
  - (iv) Has committed any offence under the Prevention of Corruption Acts 1889 to 1916, or any amendment of them, or has given any fee, or reward the receipt of which is an offence under Section 117 of the Local Government Act 1972.
- (b) In the case of action as described above by a person employed by the a defaulting Partner, or on the defaulting Partner's behalf, the innocent Partner's right to cancel and recover loss shall apply whether or not the action is with the defaulting Partner's knowledge.

## **15. Conflict of Interest:**

- (a) Where an employee of either Partner has a financial interest in supplies or services commissioned or proposed to be commissioned pursuant to this Agreement the Programme Manager shall be informed in writing as soon as is reasonably practicable.
- (b) The Programme Manager shall be responsible for informing the Board of any financial interest communicated to him pursuant to this clause
- (c) No employee of any of the partners shall make an official professional decision about a matter in which they have a personal involvement

**16. Termination:**

- (a) The Partnership may be terminated where: -
  - (i) The Partners have agreed at the Strategic Review Meeting referred to in Clause 10 that the Partnership should be terminated; and
  - (ii) The Partners have agreed a detailed exit strategy that addresses adequately all the consequences of termination including: -
    - I. The relationship with Service Contractors;
    - II. Personnel issues, if any;
    - III. The financial impact of termination; and
    - IV. All other relevant issues.
- (b) The Partners have agreed to ensure that the minimum of the disruption is caused to Service Users in the event of the Partnership being terminated.

**17. Variations to the Agreement:**

- (a) The Partners may jointly agree to vary this Agreement at any time during the Term of this Agreement. Such variation shall be recorded in writing and signed, with the variation being attached to this Agreement.
- (b) The following principles shall be adhered to where reasonably practicable: -
  - (i) Variations should be discussed by the Board;

- (ii) The Board shall make a written recommendation to the Partners regarding the proposed variation; and
- (iii) The Council, County Council, Programme Manager and Chairman of the Board may agree emergency variations verbally and any variations must be confirmed in writing within a reasonable period of time after the variation.
- (iv) Where a variation has been suggested, but the other Partner/s and the Council do not agree it, then this can be referred for dispute resolution in accordance with Clause 18 below.

**18. Dispute Resolution:**

- (a) Any dispute relating to the Partnership shall be dealt with in accordance with the provisions of this Clause.
- (b) Any dispute shall be referred in the first instance to the Programme Manager who shall endeavour to resolve it within 28 days. If no resolution is possible within that period, then the dispute shall be referred jointly to the Chair of the Board who shall endeavour to resolve the dispute within 28 days. In the event of the dispute still not having been resolved within such period the remaining provisions of this clause shall apply.
- (c) The Partners shall submit the dispute to an agreed neutral adviser. If it is not possible to agree a neutral adviser, then either partner may request the Chair of the Board to appoint a neutral adviser.
- (d) The Partners shall with the assistance of the neutral adviser seek to resolve the dispute by using an alternative dispute resolution, (ADR), procedure established by the neutral adviser.
- (e) If the Partners accept any recommendations made by the neutral adviser, or otherwise reach agreement as to resolution of the dispute such agreement shall be recorded in writing and signed by the Partners, (and, if applicable, the neutral adviser), and such Report shall bind the Partners.

(f) If the dispute has not been resolved within 60 days after the appointment the neutral adviser then the dispute shall be resolved by the decision of an expert whose decisions shall be final and binding. The experts shall be appointed by agreement between the parties, or if they are unable to agree then by an application of either of them to the President for the time being of the Chartered Institute of Arbitrators.

(g) The cost of the neutral adviser, or expert shall be borne by the Partners pro rata to their respective contributions. All other costs of the dispute shall be borne by the Partner incurring them.

**19. Statutory Compliance:**

(a) The Partners shall comply with all relevant legislation relating to the Partnership, including, (but without limitation), the Human Rights Act 1998. For the avoidance of doubt, the Partners acknowledge that as the Service comprises of functions of a public nature, the Partners and the Service Contractors constitute public authorities within the meaning of the Human Rights Act 1998.

(b) For the purposes of this Agreement, the entire provisions of the Contracts (Rights of Third Parties) Act 1999 shall be excluded from and shall not have application to this Agreement.

**20. General:**

(a) No Partner shall be liable for a breach of this Agreement caused by Force Majeure.

(b) If a complaint is made to any Partner by a third party relating to the Services the Local Government Ombudsman may have the power to investigate such complaint and the Partners will co-operate in such investigation. Should a Partner be found guilty of maladministration or injustice by the Ombudsman in respect of a matter arising through the act or default of that Partner, it will indemnify the other Partner in respect of the costs arising from such maladministration, or injustice.

- (c) The Partners acknowledge that, during the Term of the Partnership, Economic and Monetary Union and / or the Introduction of a Single European Currency may occur between some or all of the Member States of the European Union, or having previously occurred, may expand to include other Member States. The Partners agree that each of them should bear any costs which fall upon them as a result of such event, (whether, or not Great Britain is a party to them), and the Partners will not make any claim to any payment from the other/s, nor to any increase or reduction in any existing payment as a result of such events. Unless the Partners agree otherwise, any payments due to Service Contractors shall become payable in units of European Currency with effect from the beginning of the month in which the Pound Sterling ceases to be legal tender in England.
- (d) It is conceivable that a relevant transfer under TUPE could apply to some employees of the Partners who are engaged for a significant part of their time on Partnership business. The Partners acknowledge the possible application of TUPE and, where relevant, agree to take all necessary steps to ensure the transfer of any such employees if required by TUPE.

## **SCHEDULE 1:**

### **Aims and Outcomes**

#### **1. Aims:**

- (a) The Partnership shall enable the Partners to work closer together to develop a single seamless service.

#### **2. Objectives:**

- (a) The objectives of the Partnership shall include: -

- (i) The creation of a local service to achieve the following

Sure Start principles:

##### **1. Working with parents and children**

Every family should get access to a range of services that will deliver better outcomes for both children and parents, meeting their needs and stretching their aspirations.

##### **2. Services for everyone**

But not the same service for everyone. Families have distinctly different needs, both between different families, in different locations and across time in the same family. Services should recognise and respond to these varying needs.

##### **3. Flexible at point of delivery**

All services should be designed to encourage access. For example, opening hours, location, transport issues and care for other children in the family need to be considered. Where possible we must enable families to get the health and family support services they need through a single point of contact.

##### **4. Starting very early**

Services for young children and parents should start at the first antenatal visit. This means not only advice on health in pregnancy, but preparation for parenthood, decisions about returning to work (or indeed, starting to work) after the birth, advice on childcare options and on support services available.

##### **5. Respectful and transparent**

Services should be customer driven, whether or not the service is free.

## **6. Community driven and professionally co-ordinated**

All professionals with an interest in children and families should be sharing expertise and listening to local people on service priorities. This should be done through consultation and by day to day listening to parents.

## **7. Outcome driven**

All services for children and parents need to have as their core purpose better outcomes for children. The Government needs to acknowledge this by reducing bureaucracy and simplifying funding to ensure a joined up approach with partners.

- (ii) The creation of a local service to achieve the following Children's Centre principles namely 20 Core Offers
- (iii) To ensure more economic, efficient and effective use of resources.

## **3. Outcomes:**

- (a) The outcomes of the Partnership that are envisaged include: -
  - (i) Better use of resources as defined above.
  - (ii) Provision of a local service closer to users.

## **4. Services**

(a) The Services that are to be provided to the Service Users are set out below: -

- (i) The Partnership shall plan, commission, monitor and review the commissioning of specific services which accord with the objectives specified in this Schedule.
- (ii) Those potential Service Users who fall within the terms of this Agreement shall be identified by the Partners in accordance with the Sure Start principles, rules and guidance

(iii)The use of the Grant Funding shall be restricted to making arrangements for the provision of the delivery of Sure Start and Children's Centre services in the Carlisle South area

## SCHEDULE 2

### Commissioning Principles

#### 1. Preliminary:

- (a) This Agreement provides for the commissioning of Services to Service Users by Service Providers pursuant to Service Contracts.
- (b) It is envisaged that separate Service Contracts shall be prepared in respect of the different Service Providers that are to be engaged in order to provide the Service under Service Contracts.
- (c) The commissioning of the Services shall be done pursuant to any relevant European Union legislation, the principles of Best Value and the relevant parts of the Council's Constitution, Financial Procedure Rules, Contracts Procedure Rules and any Regulations or other enactments, which may apply from time to time to this agreement.
- (d) The Council shall be responsible for drafting the Service Contracts mentioned in this agreement.

#### 2. Standardised Service Contracts:

- (a) **The Service Contracts shall include contractual provisions covering the following areas, the below list not being inclusive: -**
  - (i) Conditions and Specifications
  - (ii) Purpose of Agreement
  - (iii) Commencement and Duration
  - (iv) Complete Agreement

- (v) Service Provision
- (vi) Standards of the Service
- (vii) Service User Group
- (viii) The Service
- (ix) Notice Periods
- (x) Financial Arrangements
- (xi) Legislation and Regulations
- (xii) Conflict of Interest
- (xiii) Staffing
- (xiv) Equal Opportunities
- (xv) Insurance
- (xvi) Complaints and Representations
- (xvii) Records and Information
- (xviii) Control Provision: Confidentiality; Data Protection Act 1998; Monitoring; Nominated Officers; Assignment and Sub-Contracting; Variations of Service; Corrupt Practices; Contracts (Rights of Third Parties) Act 1999; Human Rights Act 1998; Breach of Agreement; Assignment and Sub-Contracting
- (xix) Termination of Agreement
- (xx) Arbitration

(xxi) Purchase, Review and Discontinuance of Service

(xxii) Service and Tasks

(xxiii) Management Systems

(xxiv) Risk Assessments

(xxv) Records and Information

(xxvi) Quality Assurance

(xxvii) Service User Involvement

(xxviii) Good Practice

(xxix) Other Agencies

### SCHEDULE 3 - Contributions

(a) The Partners agree as follows: -

(i) The Partners' respective Contributions shall be: -

PARTNER	CONTRIBUTION
<p align="center"><b>THE COUNCIL OF THE CITY OF CARLISLE;</b></p>	<p>To assume the responsibilities of Lead Agency as described in the Sure Start guidance notes.</p> <p>To host the Programme's 'management' posts eg Programme Manager, Finance and Partnership Monitoring Officer and two Admin posts, plus other fixed term posts as agreed.</p> <p>To give line management support to the Programme Manager</p> <p>To support the maintenance of the programme's IT and communication systems.</p> <p>To provide advice and guidance on Health and safety issues.</p> <p>To nominate an Elected Member to sit on the Programme Board.</p> <p>To act as the conduit for all the Programme's expenditure, although the County Council retain all the responsibilities of the Accountable Body as described in the Sure Start Guidance notes.</p>
<p><b>CUMBRIA COUNTY COUNCIL</b></p>	
<p><b>PARENTS' AND CARERS' ADVISORY GROUP</b></p>	
<p><b>CARLISLE AND DISTRICT PRIMARY CARE TRUST</b></p>	
<p><b>EDEN VALLEY PRIMARY CARE TRUST</b></p>	
<p><b>CARLISLE COUNCIL FOR VOLUNTARY SERVICES</b></p>	<p>To nominate a representative on the Partnership Board.</p>

	To employ staff as appropriate.
<b>NORTH CUMBRIA MENTAL HEALTH AND LEARNING DISABILITIES TRUST</b>	
<b>EAST CUMBRIA FAMILY SUPPORT ASSOCIATION</b>	
<b>JOBCENTRE PLUS</b>	
<b>NORTH CUMBRIA ACUTE HOSPITAL NHS TRUST</b>	
<b>CONNEXIONS CUMBRIA</b>	<p>The Next Steps Adult Service will contribute to the Sure Start Partnership through supporting parents in aspirations towards employment, by providing information, advice and guidance to adults and parents.</p> <p>To work with young people and their parents to provide information, support and guidance on a range of issues important to young people's well-being, including personal development and future aspirations.</p> <p>To contribute pro-actively to multi-agency approaches, supporting young people within the Sure Start South local programme to develop employability and life skills to increase positive transitions into education, training and employment.</p>
<b>NCH NWRO</b>	

- (b) The Partners agree that any costs of administration arising from this agreement and not met by the partners existing arrangements for providing their own individual administrative support functions will be met from within the total amount of the pooled budget. In the event that monies remaining within the pooled budget are insufficient to meet the administration costs of the agreement then the Partners agree to contribute pro-rata to the balance of the

administrative costs reflected in accordance with the amounts of their respective contributions set out at Schedule 3 point (a)(i).

ATTESTATION:

**Signed on behalf of the Council by :** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signed on behalf of the Council by :** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signed on behalf of (Partner/s) by :** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_ of \_\_\_\_\_

**Date:** \_\_\_\_\_