

Children's Centre Partnership Agreement

1. Period of Agreement

The agreement shall commence on the date of its signing and shall terminate on unless terminated earlier in accordance with the terms of the Partnership Agreement.

2. Service Specifications

2.1 The operation of the activities/service shall be governed by the Partnership Agreement

2.2 The service provider shall provide the following to the reasonable satisfaction of the Children's Centre and Early Years Service.

- (i) A service plan detailed in the Proposal Form which shall contain sufficient information and details of the proposed service/activity, timescales, any costs relevant to time and activities, and other factors affecting the provision of the service.
- (ii) Promote and market the service/activity and deliver services as described in the Proposal Form;
- (iii) Consult with users of the service with a view to making any reasonable changes to ensure the services being provided meet their needs
- (iv) The Children's Centre shall notify the service provider of open days, forums and joint training opportunities within a reasonable time period to enable the Service Provider to contribute as appropriate including sharing good practice and details of the service.
- (v) Provide equality of opportunity for children and families
- (vi) Maintain adequate monitoring of the services appropriate to the nature of the service/activity.

2.3 Failure to meet the requirements of these obligations listed in paragraphs (i) – (v) above, or any other requirements as agreed in the Application Form, will constitute a breach of the Agreement.

3. Delivery and Quality of service

3.1 The services to be supplied under the Agreement are to be delivered by the service provider with due care, skill and diligence at the Service Provider's risk, and are to conform as to quality and description with the particulars stated in the Proposal Form.

3.2 The Children's Centre shall notify the service provider of any monitoring, financial evaluation, auditing or informative reports it or any regulatory body requires of the service provider, if any, within a reasonable period to provide sufficient time for the service provider to prepare such reports.

3.3 The parties shall appoint a representative whose names shall be recorded in sub paragraph (a) and (b) below. The representative shall have full authority to act on behalf of that party in relation to the Agreement. The Representatives are as follows:

(a) the Children's Centre Representative:

Name:

Role:

Address:

Telephone number:

Email:

(b) the Service Providers Representative:

Name

Role:

Address:

Telephone Number

Email:

4. Personnel

4.1 The service provider shall engage or employ sufficient, properly trained, skilled, competent, professional personnel to ensure that Services are provided at all times in accordance with the proposal in the Application Form.

4.2 The Service Provider shall provide sufficient management and supervisory staff to ensure that personnel are, at all times in the provision of the service:

- (i) adequately supervised and properly perform their duties;
- (ii) sufficiently trained and instructed with regard to all relevant policies, procedures and standards in respect of the Service, including those outlined in the Agreement;
- (iii) sufficiently trained and instructed with regard to all relevant rules and procedures governing health and safety and child protection and are able to identify risks or potential safety hazards.

4.3 All staff delivering services must have undergone Criminal Records Bureau checks. No adult without CRB checks can be involved in any work with children or vulnerable adults.

4.4 The service provider shall ensure that any grievances against a member of their staff are dealt with appropriately following the organisations grievance and disciplinary policies and procedures.

5. Activities

5.1 The service as described in Proposal Form must be appropriately planned and delivered, and a programme of activities provided for the Children's Centre.

5.2 Appropriate resources must be provided. Where Children's Centre resources are to be used, adequate notice must be given, and the responsibility for any damage of Children's Centre property remains with the provider.

5.3 Suitable and sufficient risk assessments must be undertaken for each activity.

- 5.4 Reasonable steps must be taken to ensure safety of group participants. All visitors to the centre must sign in and out. Staff must be aware of fire evacuation procedures for the building and inform participants of fire procedures and evacuation routes.
- 5.5 It is the responsibility of the service provider to ensure that the premises are left in a reasonable state at the end of the session.
- 5.6 Any issues or problems regarding use of the premises or condition of the premises should be reported to a senior member of the Children's Centre team.
- 5.7 Relevant records are to be maintained and made available to the Children's Centre including a register of attendance, a record of activities per session, evaluations from participants and referral details as appropriate.
- 5.8 The service provider is responsible for indemnifying against injury to staff and service users and loss and damage to any property occurring as a result of these activities.

6. INSURANCE

- 6.1 The Service Provider shall be liable for and shall indemnify the Council against any expense, liability, cost, loss, claim or proceeding in respect of any injury to or death of any person or damage to any property, real or personal whatsoever arising under statute or at common law or in the course of or caused by the performance of this Agreement, except in so far as the damage, personal injury or death may have been caused or contributed to by the negligence of the Council, its servants or agents.
- 6.2 The Service Provider shall immediately notify the Council of any incident, accident, happening or event arising out of the Project or Services which may give rise to any claim, demand, proceeding, damage, cost or charge whatsoever and the Service Provider shall indemnify the Council in respect of any failure by the Service Provider to provide such notification.
- 6.3 The Service Provider shall be solely liable and responsible for its personnel, the lawful performance of the Services and any and all claims, demands, loss, damage and proceedings which may arise out of the Agreement.
- 6.4 The Service Provider shall take out and maintain such insurances as are necessary to cover the liability of the Service Provider pursuant to the Agreement. The Service Provider must confirm to the Council the level of cover obtained and provide proof of such policies upon reasonable request by the Council

7. Child Protection Policy

- 7.1 The Service Provider shall have either a policy on Child Protection, or shall use the Leeds Early Years Service Child Protection Policy, whichever policy is used it will be known and adhered to by all staff.
- 7.2 The Service Provider shall ensure that all of its personnel, agents and representatives (including those of any of its sub-contractors) who have access to children are trained in child protection procedures in accordance with the Protection of Children Act 1989 and other appropriate legislation and guidance issued from time to time.

8. DATA PROTECTION AND THE FREEDOM OF INFORMATION

8.1 The Service Provider shall at all times comply with the Data Protection Act 1998, including, where appropriate maintaining a valid and up to date registration or notification under the Data Protection Act 1998.

9. SOCIAL RESPONSIBILITY

9.1 The Service Provider agrees that there shall be no discrimination by it against any person with respect to opportunity for employment, conditions of employment or delivery of the Services because of sex, marital status, race or disability. The Service Provider shall in all matters arising in the performance of the Agreement comply with the provisions of the Disability Discrimination Act 1995, the Human Rights Act 1998, and the Sex Discrimination Act 1975 and any regulations made thereunder.

9.2 The Service Provider must comply with the provisions of the Race Relations Act 1976 and the Race Relations (Amendment) Act 2000 and shall ensure that they perform their responsibilities under the Agreement with due regard to the need to eliminate unlawful racial discrimination, and to promote equality of opportunity and good relationships between different racial groups.

9.3 The Service Provider shall, at all times, be responsible for and take all such precautions as are necessary to protect the health and safety of all persons employed by it, Council employees, Service users and members of the public and shall comply with the requirements of the Health and Safety at Work Act 1974 and any other Act or Regulation relating to the health and safety of employed persons and any amendment or re-enactment thereof.

9.4 The Council shall be entitled at the Service Provider's expense to inspect such books, accounts and records belonging to the Service Provider as are necessary to demonstrate compliance with this clause 9.

10.Children's Centre Responsibilities

10.1 The Children's Centre will identify an appropriate room for the delivery of the service as described in the Proposal Form ensuring that it is open and ready for use at the beginning of the session

10.2The Children's Centre is responsible for ensuring any publicity material for the activity is advertised within the centre and by the Children's Centre team.

10.3 The Children's Centre will ensure a communication book will be made available to the provider to facilitate communication with Children's Centre staff.

10.4 The Children's Centre is responsible for ensuring information about fire and emergency procedures are available to the Service Provider.

10.5 The Children's Centre is responsible for providing access to all appropriate Children's Centre policies.

10.6 Reasonable steps will be taken to inform the service provider of any changes related to use of rooms as soon as they are aware of any issues.

- 10.7 Responding to any issues or problems raised regarding the partnership arrangements.
- 10.8 Reporting to the Children’s Centre Board about the activities to ensure that the work of the partner organisation is recognised and acknowledged.
- 10.9 Completing an evaluation report where required.

9.10 Any additional agreed contribution from Children’s Centre . Please state here.....

11. SERVICE PROVIDER’S RESPONSIBILITIES

- 11.1 In accordance with the terms of the Agreement the Service Provider shall be responsible for obtaining, and where appropriate maintaining, the following:
 - (i) Provision of sufficient and appropriately qualified personnel to provide the Services;
 - (ii) Enhanced Criminal Records Bureau (“CRB”) Checks obtained by personnel for all personnel to be involved in the Project and provision of the Services;
- 11.2 The Service Provider shall provide evidence of its compliance with the above responsibilities upon request by the Children’s Centre Representative or other authorised officers.
- 11.3 The Service Provider warrants that the Project and the Services are lawful.
- 11.4 The Service Provider shall be responsible for complying with all terms of this Agreement including in respect of insurance, social responsibility and data protection clauses and all codes of practice and policies and procedures outlined in this Agreement.
- 11.5 The Service Provider shall ensure that there are effective monitoring procedures in place appropriate to the nature of the Project and shall supply the Children’s Centre with any monitoring or other information whatsoever regarding the Project from time to time which is reasonably required by the Children’s Centre or regulatory bodies in connection with or arising out of this Agreement. This will include information on take up, usage and impact of the Services and Service user/third party feedback.
- 11.6 In order to comply with Children’s Centre Performance Management requirements, the Service Provider shall provide whatever other reports and information is reasonably requested and required in accordance with professional regulation of the Project, accurately and within the time specified by the Children’s Centre in its request.
- 11.7 The Service Provider shall attend such meetings in connection with the Agreement as may be reasonably requested by the Children’s Centre.

- 11.8 Information provided to the Children’s Centre may be published by the Children’s Centre or Early Years Service. This will include information supplied in the Proposal Form and the Review Form, including the Service Providers Representative’s contact name and details.
- 11.9 The Children’s Centre may share information supplied in the Proposal Form and the Annual Review, including the Service Providers Representative’s contact name and details, with other statutory bodies and voluntary and community organisations, for use in surveys and consultations.

11. Joint Responsibilities

Safe Guarding Children.

- 11.1 To work together in the safeguarding of children
- 11.2 In any situation where a service provider becomes aware of an issue which concerns a child’s safety or well-being, particularly in relation to child protection issues, the partner organisation is required to inform the relevant Children’s Centre staff promptly; Children’s Centre Manager or Deputy Manager who will act in line with the Leeds Safeguarding Board Procedure (formally ACPC)
- 11.3 Where an allegation is made against a member of staff or concerning a child’s experience at the Children’s Centre, the Children’s Centre Manager or senior member of staff should be promptly informed acting in line with the Leeds Safeguarding Board Procedure.

12. Service development and review

- 12.1 The Children’s Centre will meet with partners regularly to assess and review progress once per quarter.
- 12.2 The Children’s Centre and partners need to provide data about the activities being delivered for the review meeting.
- 12.3 To work together to support the development of integrated services for children and families in Harehills attending relevant meetings and feeding back to own service where required.

Partnership Agreement Signatories

As signatories to this agreement, we the undersigned on behalf of the organisation which we represent accept the roles and responsibilities as set out in this Agreement and agree to abide by the terms of its implementation.

For Harehills Children’s Centre

Manager accountable for service

Name.....

Name.....

Position.....
Signature.....
Date.....

Position.....
Signature.....
Date.....