

Appendix 1

HALTON BOROUGH COUNCIL

**PARTNERSHIP AGREEMENT FOR THE
MANAGEMENT OF**

THE HALTON YOUTH SERVICE

2003-2008

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A. BACKGROUND – SPIRIT OF THE CONTRACT

The Transforming Youth Work paper prepared by Government in 2002 recommend models for the future delivery of Youth Work in partnership with the Connexions Partnership. One such model was for a merged service. The close working relationship between the services which already exists, together with the relatively small size and resources in Halton has led the Council to seek this merger.

The Government's most recent planning guidance on Transforming Youth Work 2003 - 2004, brings the two services closer together. This provides the opportunity for the Youth Service and Connexions to develop a fully integrated and seamless service for young people in Halton.

Halton Borough Council and the Greater Merseyside Connexions Partnership will therefore merge on 1st April 2003 in a contract set to last for an initial period of 5 years.

The contract has been entered into voluntarily by both the Council and the Greater Merseyside Connexions Partnership. The objective is to achieve a better service for young people in Halton. Both organisations have roles and objectives which are broadly similar. Both organisations will therefore work together to operate and further develop these services to meet common and agreed objectives.

The contract is entered into on the understanding that priorities and objectives may change. This may be as a result of national or local policy shifts or initiatives. This contract will therefore be sensitive to this and will accept the flexibility required to embrace change in either the Youth Service or Connexions.

Halton Borough Council will continue to play a key role in the development and continuous improvement of the Youth Service and will continue its close working relationship with the Connexions Partnership.

B. DEFINITIONS

- Connexions - means the Greater Merseyside Connexions Partnership Ltd.
- The Council - means Halton Borough Council.
- The Youth Service - means the Halton Youth Service
- The Service - means the Youth Service required of Connexions by this contract.
- Partnership Manager - means the officer nominated by the council to be responsible for the overall operation and control of the contract.
- The premises - means all buildings from which the Youth Service operate and any building, store or container required by the Youth Service for its operation.
- Contract Period - means a 5 year term starting on 1st April 2003 until 31st March 2008, plus any discretionary term up until 31st March 2013, granted at the discretion of the council prior to the expiry of the initial period.

1. THE SERVICE

1.1 Transforming Youth Work

Connexions will adhere to the guidance and planning framework set out in the Government's document "Transforming Youth Work 2003 - 2004". Any further or subsequent amendments to this guidance will be incorporated into youth work planning and practice. Connexions must provide a Youth Service in line with these requirements.

1.2 Transforming Youth Work – Resourcing Excellent Youth Services.

This document was launched in December 2002 to accompany and further inform the planning guidance set out in 1.1 above. The Service must therefore seek to achieve the objectives and standards established in this document by the target date of 2005.

The Council will undertake to support the achievement of these objectives and standards by working in partnership with Connexions and by resourcing the Service.

Resourcing Excellent Youth Services sets out the Government's Vision of an adequate and sufficient Youth Service. The Performance Indicators, objectives, standards and guidance must be met in the provision of the Service and satisfactory monitoring mechanisms must be in place to verify delivery and provide management information on which to base improvement programmes.

The Council recognises its responsibilities under Resourcing Excellent Youth Services and understands that the achievement of all the stated standards will be dependant on the availability of sufficient resources.

1.3 The Council's Corporate Priorities

The service will address local issues and priorities as set by the Council and will incorporate them in its planning process.

The Council's 5 corporate priorities are:

- Improving Health
- Promoting Urban Renewal
- Enhancing Life Chances and Employment
- Tackling Poverty and Deprivation
- Ensuring Safe and Attractive Neighbourhoods.

Any further or subsequent amendments to these priorities will be incorporated into youth work planning and practice.

1.4 Flexibility/Responsiveness

Connexions will be required to manage the contract in a structured way which delivers agreed targets and outcomes. However, the service must also retain the flexibility to respond to national or local initiatives as identified by the Government or by the Council.

The Partnership Manager will, from time to time, identify local issues which require immediate action by Connexions either working alone or working in partnership with other agencies. Connexions will provide a prompt and positive response to any such request.

This flexible and responsive approach is considered to be a normal function of the Youth Service which will not detract from the achievement of the agreed targets and outcomes for the service. However should the intervention required be so great that it has a significant impact on the agreed targets and outcomes, then this should be notified to the Partnership Manager at the earliest opportunity. Acceptance of any variation to the agreed targets and outcomes will be at the discretion of the Partnership Manager.

1.5 Partnership Working

The delivery of services to young people must be seen from the perspective of the person receiving the service. Many organisations and agencies are responsible for and are engaged in delivering services to the target age group.

It is a requirement that the service works in partnership with all relevant departments of the Council, agencies and voluntary bodies to co-ordinate its work and maximise the benefits to young people. This will require the establishment and maintenance of close working relationships and a mutual understanding of the relevant roles and capabilities.

1.6 Representation

The Partnership Manager will require the Youth Service to be represented on a number of multi-agency strategy working or implementation groups designed to address priorities and issues. This representation must be at an appropriate level. This level of representation will be agreed with the Partnership Manager. The level of representation required by the Council is not intended to be onerous or cause unnecessary duplication. However, different groups require differing contributions eg operation, practical, strategic etc. Representation must therefore be at a level where a real and significant contribution can be made.

Connexions may also be required to provide leadership to working groups which address youth issues as required.

Any Youth Service representation on other groups or organisations not requested by the Council must be notified to the Partnership Manager for information.

1.7 SRB Projects

The Youth Service is committed to the operation of a number of SRB projects. These projects will transfer to Connexions on the 1st April. The council will require Connexions to honour all commitments under SRB. These projects are listed in Appendix 5.

2. WORK PLANNING AND PERFORMANCE

2.1 Service Plan 2003-2006

As set out in paragraph 1.1, 1.2 and 1.3 the service will adhere to the planning guidance as established in the Government's document "Transforming Youth Work 2003 – 2004" – Resourcing Excellent Youth Services and local priorities. This planning document requires the production of a comprehensive Service Plan for 3 years, from 1st April 2003 to 31st March 2006. This plan has been produced by the Council. It forms part of the contract with Connexions and is attached as Appendix 1.

The production of any subsequent medium or long-term plans following its expiry will be the responsibility of Connexions in consultation with the Council. Any such plan must first be agreed by the Council prior to any final draft or implementation.

2.2 Annual Delivery Plan

Each year Connexions will produce an "annual delivery plan" for youth work in Halton. This will be informed by the Service Plan outlined in 2.1 above. This Plan will also incorporate any new youth initiatives or priorities identified by the Council.

The annual delivery plan for April 2003-March 2004 has been produced by the Council. It forms part of this contract and is attached as Appendix 2.

The production of subsequent annual delivery plans will be the responsibility of Connexions in consultation with the Partnership Manager, staff and young people.

Annual delivery plans must be submitted to the Partnership Manager by 31st January each year for approval by the Council.

2.3 Monitoring/Performance

a. Reports

No later than ten working days following the end of each quarter of the year, starting on 1st April 2003, Connexions shall submit to the Partnership Manager a quarterly report. This report shall contain:

- i. Statistical information on performance against targets as established in the annual delivery plans.
- ii. Expenditure report.
- iii. Description of any significant successes and issues which the service faces.

No later than 30 working days following the end of the financial year. Connexions will produce an annual report on the performance of the Youth Service. This will include:

- iv. A full description of the year's activity
- v. Statistical information on performance against targets established in the annual delivery plans.
- vi. Annual statement of expenditure on the Youth Service.

At any point in time the Partnership Manager may require the production of a report on a relevant youth issue or topic. Connexions shall comply with any reasonable request and timescale to produce such a report and to supply any relevant information requested.

b. Reporting /Representation

- i. Halton Borough Council shall have the right to nominate an elected member to sit on the Local Management Committee of Connexions to help govern the work of Connexions in Halton.
- ii. The Education and Social Inclusion Policy and Performance Board's shall monitor the performance of the Contract and shall receive on annual presentation from Connexions on the Annual Report and performance of the Contract.
- iii. The Council will have the right to implement further monitoring and review procedures in line with the information required in 2.3a of this contract.
- iv. The Partnership Manager will establish a system of formal contract management meetings with Connexions to monitor and further develop the service. The frequency of such meetings will be at the discretion of the Partnership Manager but shall be no less frequent than once a quarter.

v. Review Date

The annual review date for this agreement shall be April 1st of each year.

The review date to determine a new Service Plan and to review the contractual arrangements with Connexions will be 1st April 2006.

2.4 Variations to the Service

In the event of a variation being required to the agreed annual delivery plan, the Partnership Manager shall, after consultation with Connexions, issue a

written instruction to Connexions to vary the service. All such instructions shall be complied with. Should such an instruction lead to a variation in the targets and outcomes in the annual delivery plan, then amended targets and outcomes shall be agreed between Connexions and the Partnership Manager.

All variations shall be undertaken at no additional cost to the council.

2.5 **Inspections**

Connexions shall co-operate and comply fully with any inspection regime relating to the Youth Service. This may include cross-cutting reviews and inspections which incorporate Youth Service activities and/or young people.

Connexions shall prepare fully for inspections by Ofsted. This shall include a self assessment prior to formal inspection, the nomination of a member of staff as the lead contact with Ofsted during the inspection, the supply of all relevant documentation and evidence, arranging visits, interviews etc. Connexions shall also prepare an action plan, in consultation with the Council, to address any recommendations from the inspection report.

2.6 **Policies and Procedures**

Connexions must produce a policy/procedure framework under which the Youth Service must operate. These policies/procedures may be generic to Connexions/Youth Service and/or specific to the Youth Service.

The policy/procedure framework must promote the protection of service users and the quality of youth work delivery. This must include:-

- Health and Safety
- Child protection
- Detached and out reach work
- Adventure education
- Managing drugs related incidents
- Residential events
- Data protection.

Policies and procedures must be up to date and in line with good practise and inspection requirements.

Staff must be trained in these policies procedures and must have easy access to them in the work place.

The partnership manager must be supplied with copies of all policies/procedures and must be consulted prior to the adoption and implementation of any new policies and procedures.

3. STAFF AND STRUCTURE

3.1 Structure of the Service

The Youth Service must continue to be organised and managed on a neighbourhood basis with a neighbourhood staff structure. Each neighbourhood should approximate to the Council's Area Panels and have a nominated Youth Worker responsible for that neighbourhood. Sufficient management staff must be employed to ensure the proper management of neighbourhoods and the service overall.

Any amendment to organisational structures, job descriptions etc. must first be notified to the Partnership Manager.

Connexions must nominate a named representative to act as the formal contact responsible for the service through which all formal requests and contacts will be made. This will not replace the day to day contacts between Council staff and the service staff essential for the operation of the service in line with paragraph 1.5

3.2 TUPE

Youth Service staff will transfer to Connexions from the Council under "The Transfer of Undertakings, Protection of Employment Act".

3.3 Qualifications

Connexions must ensure that there are at all times an adequate number of appropriately qualified staff to meet the needs of the service. This must satisfy any legal requirements and quality/qualification thresholds required to gain the necessary insurance cover and provide a professional service.

The qualifications and accreditation required by Youth Workers will normally be a JNC qualification for full time and locally qualified part time staff.

3.4 Training

Staff training will be carried out on an annual/ongoing basis and will be identified in the annual delivery plans. Training will ensure:

- a. Staff understand and can follow internal procedures and policies.
- b. Staff can work safely and ensure the safety of others.
- c. Adequate levels of youth work trained and qualified staff are available to operate the service.
- d. The continuing professional development of staff.

Relevant training and youth work qualification courses must be run or places made available to voluntary youth organisations on an annual basis.

4. PREMISES

4.1 Ownership and Use of Buildings

The ownership of premises will remain unchanged. Connexions will not acquire the freehold on any premises as a result of this contract.

Premises from which youth work takes place fall into one of three main categories:

- a. Buildings owned by the Council which are managed and operated exclusively by the Youth Service.
- b. Buildings owned and managed by the Council from which the Youth Service operate by agreement.
- c. Buildings owned and managed by a third party from which the Youth Service operate by agreement.

Premises used by the Youth Service are all subject to different terms and financial arrangements. A list of premises and the relevant agreements for each can be found in Appendix 3. Any modification to these agreements shall be made between the Connexions service and the relevant owner of the premises. Any such modifications shall be notified to the Partnership Manager.

The following paragraphs in this section set down the general conditions of use which must be adhered to for buildings 4.1a and 4.1b above.

4.2 Repair and Maintenance/Building Modifications

a. Repair and Maintenance

The Council will be responsible for maintaining the structure of buildings in its ownership and all fixtures and services as specified in Appendix 3.

Connexions will be responsible for maintaining all equipment, furniture and fittings which they own or purchase or which are transferred and identified in Appendix 4.

The Council reserves the right to re-charge Connexions at cost for any repair or maintenance which results from them or their clients' negligence, recklessness or misuse and vandalism of the premises.

b. Building Modifications

Connexions shall not make any modifications to premises without the prior written approval of the Council and the owner of any other interest in the premises.

Any modification requested by Connexions and approved by the Council will be carried out at no additional cost to the Council.

It shall be the responsibility of Connexions to obtain Planning Consent and/or Building Regulation approval as necessary for any modification requested by Connexions and approved by the Council.

A modification that results in an addition to any premises shall become the property of the Council or relevant owner. Unless the Council or relevant owner agree otherwise, in writing, at the time of approval no reparation or compensation in respect of the addition to any premises shall be made to Connexions at the completion or termination of the Contract.

The Council reserves the right to make any improvement, addition or modifications to any facility during the Contract Period. An agreement shall be sought between the Council and Connexions to the variation of terms of the Contract deemed necessary as a result of modification to any premises, initiated by the Council, that provides an additional amenity.

Any modification or addition to premises will be designed in such a way so as to make the premises more accessible or at least no less accessible by the disabled.

During the course of the contract, new premises may be provided for use by the Youth Service. This may be by way of new buildings, refurbishment or a change of premises due to rationalisation. Connexions shall be required to operate a Youth Service in line with this contract at any such new premises, or manage the premises as required. If such changes are required by the Council then these shall be subject to the planning process set out in paragraphs 2.1 and 2.2.

4.3 Security

In providing the service, Connexions shall ensure that young people conduct themselves in an appropriate manner which causes no damage to the premises through neglect, lack of supervision or wilful acts of vandalism. Connexions will provide a safe environment for young people whilst on the premises and shall ensure that young people leave and disperse from the premises in an orderly fashion. This must take account of the location of the premises and the likelihood of any potential disturbance or annoyance to local residents. If complaints are received then action must be taken by Connexions to address the issues raised.

The service must not cause annoyance, distress or disturbance to other users of the premises. Any such conflicts which arise must be subject to negotiation, compromise and resolution.

Connexions shall be responsible for opening, locking, securing and controlling access to any premises used by the service. Connexions shall also be responsible for the operation and maintenance of alarm systems and shall co-ordinate building security with the owners of the premises.

A list of keyholders for the premises, together with their addresses and home telephone numbers must be supplied to the Council, Police, Alarm Company and Fire Authority by Connexions before the commencement of the Contract. The list of keyholders is to be immediately updated by Connexions as circumstances require. One keyholder must always be available for call out in the event of an emergency out of normal operating hours unless satisfactory alternative arrangements have been made with the premises owners.

Should a building, facility or equipment become damaged so as to make it unsafe/dangerous, Connexions shall immediately effect such repairs as may be necessary so as to ensure the safety of the public, facility user and staff. Should this not be possible then the equipment/area of the building shall be removed from use until satisfactory repairs are made.

All new locks introduced into the premises or grounds will have a duplicate key that will be deposited with the building owner.

4.4 Sale of Goods

Any goods, equipment or foodstuffs for sale must be safe, serviceable, within the sell by date, where appropriate, and of a high quality.

All goods must meet any quality marks or standards established by the industry or relevant regulatory body.

Goods for sale must be offered at the manufacturers recommended retail price or at a lower price at the discretion of Connexions.

4.5 Utility Services and Rates

Unless specified in the agreements detailed in Appendix 4, the following shall apply at Council owned premises.

Connexions shall be responsible for the outgoings related to the premises. These will include:

- a. Water rates
- b. Water meter charges
- c. National non domestic rates.

Connexions will be responsible for the supply of telephone services to the premises. It is Connexions responsibility to ensure payment of all such bills relating to this service.

Connexions shall be responsible for all charges relating to the use of electricity and gas at the premises.

Connexions shall test the alarm systems weekly and shall maintain those systems in line with the manufacturers instructions.

4.6 **Cleaning/Clear Up**

a. **Clearing Up**

On all premises at the end of any session of use all equipment and materials must be cleared away, secured or locked in appropriate storage containers, cupboards or shelves.

Surfaces must be wiped down and any spillages, litter or rubbish created, cleaned up or placed in an appropriate bin, bag or refuse container. All crockery must be washed before the premises are vacated and any unwanted foodstuffs disposed of in a way which will not present a health hazard or attract vermin.

b. **Cleaning**

Unless specified in the agreements detailed in Appendix 3, Connexions shall be responsible for the cleaning of all buildings.

4.7 **Disposal of Waste/Refuse**

The following shall apply to all premises. Any agreement with the relevant premises owner to collect, store or dispose of waste and refuse on behalf of the service shall comply with the following:

1. Connexions shall make appropriate arrangements for:

The disposal of all effluent, waste and refuse from the premises from the first day of the Contract period until the day after the Contract period or termination of the Contract.

2. Connexions shall ensure that all waste refuse is stored, awaiting collection, in containers approved by the agency or agencies deemed appropriate by the Authority and who are authorised to dispose of domestic and commercial waste and refuse. Any waste will not be stored at any location for longer than one week. Waste bins will be located and secured in an area designated by the premises owner. The waste bins will NOT be stored against the premises.

5. EQUIPMENT

5.1 Inventories

Connexions shall keep full and up to date inventories of all equipment used in providing the service. A list of all existing equipment which shall be made available to Connexions to provide the service is listed in Appendix 4.

Connexions shall keep a written record of all write-offs, disposals, replacements and transfers and shall keep inventories up to date at all times.

The Council reserves the right to use equipment transferred to Connexions without cost to the Council. Such use shall not disrupt the normal operation of the service or detract from its ability to meet targets and outcomes.

Connexions shall not make any item available for resale without first notifying the Partnership Manager.

5.2 Repair and Maintenance

In maintaining and repairing equipment Connexions will meet the following standards:

- a. Items which are subject to a manufacturer's or supplier's standard or other regulatory guidelines will be maintained and repaired to that standard. Where equipment is subject to statutory maintenance regulations then those regulations will be complied with. Copies of the relevant inspection certificates will be held for inspection purposes.
- b. Connexions shall not enter into a maintenance agreement beyond the contract period without prior consent of the Partnership Manager.
- c. Any item of equipment that at any time is found to be defective or liable to failure shall be withdrawn from use. It will be made safe to ensure it cannot be used inadvertently by the public, young people or staff.

5.3 Replacement/New Equipment

Where equipment is to be used to facilitate the performance of a particular activity, and that activity has established standards of design, materials, safety, manufacture and construction of equipment used to perform that activity, Connexions shall ensure that only equipment manufactured in accordance with such standards shall be provided to operate the service.

Connexions shall be required to ensure that standards of design, materials, safety, manufacture and construction of equipment obtained to replace equipment that has been damaged or is otherwise unusable shall not be less than that of the equipment it is replacing. Any new equipment will comply

with any amended guidelines relating to safety and standards from the relevant regulatory or advisory body.

Any equipment damaged beyond repair or lost shall be replaced by Connexions. All purchases of new or replacement equipment of over £500 must be notified to the Partnership Manager.

Connexions must provide sufficient levels and quality of equipment in order to meet the needs of the service. This shall include a programme of renewals and replacement in line with the Service Plan and Annual Delivery Plan.

5.4 **Leases/Hire of Equipment/Disposal**

a. **Leases**

Any equipment, service or vehicles leased to the Council where the lease agreement extends into the Contract period shall be honoured by Connexions. At the end of any such lease Connexions may assess the future need for the equipment, service or vehicle in consultation with the Partnership Manager. The future procurement method will be determined by Connexions.

No lease or service agreement shall be entered into which extends beyond the Contract period without the prior approval of the Partnership Manager.

b. **Hire of Equipment**

Equipment hired by Connexions to a third party to promote or develop an activity shall follow a formal system which shall record as a minimum:

- The hirer and organisation
- Qualifications of staff leading an activity
- Where equipment is to be used and for what purpose
- Insurance arrangements
- Details of equipment hired
- Date and duration of hire
- Formal checking out and checking in procedures for equipment.

Any equipment hired must be in a condition which complies fully with all legal, safety and regulatory guidelines or statutes.

Equipment shall not be hired to commercial organisations.

c. **Disposal**

Equipment must be disposed of in line with Connexions procedures relating to the disposal of assets. All disposals must be recorded and the relevant amendments made to the inventories.

In the event of equipment being sold for reuse by a third party, any equipment sold must be in a safe and serviceable condition.

6. INSURANCE AND LICENCES

6.1 Insurance

Connexions must extend its employers liability insurance to all Youth Service staff transferred on the first day of the Contract and maintain it throughout the life of the Contract. The legal requirement for employers liability is, at the time of writing, £10m.

Connexions must take out or extend its public liability insurance to cover all Youth Service activity including the Duke of Edinburgh's Award scheme activities. The limit of indemnity should be £25m.

Trips, visits and excursions should be covered through a travel insurance policy. This should include personal accident cover for any activities pursued.

Prior to any activity e.g. outdoor education, provided by a third party, Connexions must ensure that the relevant third party provider carries the necessary insurance cover and to the appropriate level.

Any activities carried out in Council property will be covered under the Council's Public Liability Insurance, any claims received would be dealt with as any other third party claim. In premises not owned by the Council in which Youth Service activities take place, it is the responsibility of the relevant owner or operator to obtain public liability insurance.

Connexions must provide adequate contents and equipment insurance for all items under its management and control. This shall include all items identified in Appendix 4.

6.2 Licences

It is the responsibility of Connexions to obtain all relevant licences and certification necessary for the operation of the Service, including the outdoor adventure licence.

In the case of the Duke of Edinburgh's Award scheme this licence shall cover the operation of the whole scheme in its totality throughout Halton. For the avoidance of doubt, this shall include schools, voluntary organisations, the statutory youth sector, etc.

7. HEALTH AND SAFETY

7.1 Health and Safety Legislation

Connexions will comply with the requirements of the Health and Safety at Work Act, 1974 and any subsequent statutory requirements relating to health, safety and welfare at work.

Connexions will have a written health and safety policy statement, which in accordance with the Health and Safety at Work Act, 1974 will comprise of:

- a. A statement of intent which is signed by senior management and dated
- b. The organisation of health and safety which would include identifying persons/position holders as being responsible for health and safety
- c. Arrangements – guidance notes, safe systems of work, policies and procedures appropriate to risks identified
- d. Commitment to training both staff and clients in issues relating to health and safety
- e. Commitment to reviewing the health and safety policy and procedures at regular intervals

7.2 Risk Assessment

In connection with the Services:-

Connexions will appoint a competent person/s to carry out risk assessments.

Risk assessments will be produced in relation to all activities which are to be carried out by both employees and clients.

Connexions will produce risk assessments for all premises where youth work is to be carried out.

Any control measures resulting from the risk assessments will be implemented and monitored in order to minimise the level of risk.

All risk assessments should be reviewed at regular intervals.

7.3 Emergency Procedures

Connexions staff will undertake training, which may be provided by the Council, in emergency procedures relevant to the premises where the youth work is being carried out.

7.4 Reporting of Accidents/Incidents

Accidents and incidents occurring at Council Premises will be reported in accordance with HBC's accident reporting procedures. Accidents or incidents arising on other premises will be recorded in compliance with Connexions' accident reporting procedures. All injuries will be reported to the Partnership Manager within 5 working days.

7.5 Policies and Procedures

Connexions shall produce health and safety policies and procedures to cover all areas of risk involving both staff and clients. These policies must account for child protection issues which will include appropriate vetting procedures for adults engaged in work with young people.

Copies of all policies and procedures and any subsequent amendments must be lodged with the Partnership Manager.

8. PUBLICITY AND BRANDING

- 8.1 The Halton Youth Service shall retain its own distinct local identity. However, it shall be branded jointly to reflect the involvement of both the Council and Connexions. This joint branding shall extend to:

Signage

Printed material

Identification badges and clothing (This must be available for outreach and detached work)

Vehicles.

Media releases

The design and format for joint branding will be agreed by Connexions and the Partnership Manager in conjunction with the Council's head of P.R.

Any press or media release by Connexions relating to the Halton Youth Service must first be agreed with the Partnership Manager and the Council's Press and P.R. team in line with the Council's procedures.

9. PAYMENT OF GRANT/FINANCIAL ARRANGEMENTS

9.1 Payment Mechanism

The Council shall pay Connexions a grant for the management and operation of the service. The grant will be paid to Connexions in 12 annual instalments on the 15th of each month. The 12th and final annual payment will be made on the production of a set of annual expenditure accounts by Connexions which identifies actual expenditure on the Halton Youth Service. These accounts must be submitted no later than the last day of April in the following financial year.

9.2 Overhead Costs

The grant shall be inclusive of all central overhead costs incurred by Connexions in providing the service.

9.3 Overspends

No additional payments shall be made by the Council to Connexions if Connexions spends a sum greater than the set annual grant, in the provision of the service.

9.4 Payment for Extra Services

The Council may require Connexions to provide activities which are additional to the agreed annual delivery plan or which incur costs additional to the annual grant. In such cases the Council shall either pay for the activity directly or reimburse Connexions in full for these activities.

9.5 Variations

The Council or Connexions may vary the cost base of the Contract through the development of the service and premises. Any such variation shall be agreed between the Council and Connexions. Any such variations which results in a change to the cost of the Contract may be reflected in the level of annual grant paid by the Council.

9.6 Charging Policy

The Youth Service's charging policy for young people will reflect the social inclusion policy and corporate priorities of the Council. Proper audit and financial procedure shall be put in place for the receipt of monies, safe storage and banking.

9.7 Treatment of Under Spend

If any financial year Connexions fails to expend in full the annual budget in providing the Service then the Partnership Manager must be informed in

writing of the estimated underspend no later than the first week of the new financial year.

The Council may make a payment to Connexions which reflects the level of this underspend in whole or in part.

In making any such payment the Council would need to agree with Connexions how this money would be spent and the outputs/outcomes to be achieved in line with paragraphs 1.1, 1.2 and 1.3 of this agreement.

9.8 Right to With-hold Payment

Connexions must operate the Service in line with the annual delivery plan and any subsequent agreed amendments to that plan. Failure to demonstrate that satisfactory steps are being taken to implement this work will result in an estimate of the cost of carrying out that work being made and with-held from payment.

Any breaches relating to the Health and Safety of Staff and Service users will require instant rectification by Connexions. If such action is not taken then the Council reserves the right to impose whatever corrective action is necessary at a cost to the contract.

10. SERVICE DEVELOPMENT

10.1 Youth Work Development

The development of the service shall be governed by the requirements of transforming youth work or any subsequent guidance from Government and by the Council's priorities. The service must be subject to ongoing appraisal and review in order to achieve continuous improvement and Best Value.

10.2 Capital Development

The development of premises and facilities is the responsibility of both the Council and Connexions. This development will be in terms of upgrading the quality of existing premises where youth work is carried out. It will also seek to address deficiencies in provision by building, leasing or renting premises for youth work in areas where no such service currently exists.

Such developments will not exceed the revenue budgets determined in the annual grant for any given year unless agreed beforehand with the Partnership Manager.

Please Note: Paragraph 4.2.b of this Contract should be read in conjunction with this paragraph.

10.3 Grant Aid

Connexions will be responsible for maximising grant aid and in attracting any additional external funding which will improve or extend the service and its infrastructure.

Connexions will carry out project work and employ specialists as required to address specific local issues or develop strategies and practices to deliver significant service improvement.

10.4 Voluntary Youth Sector

The development of services to young people must be done in partnership and be co-ordinated with all the organisations and agencies which provide services to young people. In this the voluntary and community sector play an important role in working with young people. It is essential that the Halton Youth Service strengthens its relationship and support for the voluntary and community sector. This will involve working closely with the Cheshire and Wirral Youth Federation to both develop services to young people and further develop the structure, organisation and capability of the voluntary sector.

Consultation with the Youth Federation and voluntary youth organisations must be ongoing. This consultation must be reflected in the annual delivery plan through practical support and assistance.

