

2018/2019

AGREEMENT

between

ANGUS COUNCIL

and

VOLUNTARY ACTION
ANGUS

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2018

AGREEMENT

between

ANGUS COUNCIL, a local authority constituted under the Local Government etc (Scotland) Act 1994 and having its Principal Offices at Angus House, Orchardbank Business Park, Forfar DD8 1AN (hereinafter referred to as “the Authority”)

and

VOLUNTARY ACTION ANGUS, a registered charity (charity no SC032830) having its head office at 32-34 Guthrie Port, Arbroath, DD11 1RN (hereinafter referred to as “the Provider”)

WHEREAS the Provider is Voluntary Action Angus and the Authority wishes to provide grant funding to the Provider to provide the Services (as afterdefined) and the parties wish to enter into this Agreement to document the grant funding and conditions thereof,

1. INTERPRETATION

1.1 In this Agreement:-

“Accommodation” means 32-34 Guthrie Port, Arbroath, DD11 1RN or any alternative location as may be agreed between the Authority and the Provider;

“the Service(s)” means the support, accommodation and all other associated services to be provided by the Provider in terms of this Agreement;

“the Service User” means persons who are provided with the Services by the Provider in terms of this Agreement; and

“Volunteer” means people recruited to support social work service users through the provision of additional assistance that is of a non-statutory nature in terms of this Agreement;

1.2 In this Agreement, unless the contrary intention appears:-

- (a) words importing the masculine gender include the feminine;
- (b) words in the singular include the plural and words in the plural include the singular;
- (c) reference to any statute or statutory provision shall include any statute or statutory provision which, whether before or after the date hereof, amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include any Orders, Regulations, Instruments or other subordinate legislation made under the relevant statute and
- (d) the clause headings in this Agreement are for convenience and reference only and shall not affect the construction or interpretation hereof.

2. OBJECTIVES

2.1 The objective of the Authority in pursuance of this Agreement is to support the Provider in providing the following services (“the Services”):

- recruit and train volunteers for opportunities within social work (Service Specification 1);
- enhance and support work in the third sector (Service Specification 2);
- provide young people with a range of positive social, educational and recreational opportunities on Friday evenings in Kirriemuir when they may be at greater risk of becoming involved in anti-social, criminal and harmful behaviour (Service Specification 3);
- assist young people with access to positive and appropriate volunteering experiences (Service Specification 4); and
- enable the organisation of social activities for older people focused on Authority sheltered housing communal lounges as community hubs (Service Specification 5).

2.2 The objective of the Provider is to provide the Services.

3. DURATION

3.1 This Agreement shall commence on the 1st day of April Two Thousand and Eighteen notwithstanding the date or dates hereof and shall endure until the 31st day of March Two Thousand and Nineteen and unless terminated at an earlier date in terms of this Agreement.

4. SERVICES TO BE PROVIDED BY THE PROVIDER

4.1 In providing the Services in accordance with their objective the Provider shall at all times have regard to and conform with the Service Specifications contained in Schedule A annexed and executed as relative hereto.

4.2 The Provider shall ensure that:

4.2.1 staffing levels (including Volunteers) are adequate for the range of Services to be provided in terms of this Agreement, to the reasonable satisfaction of the Authority;

4.2.2 staff and Volunteers are suitably investigated, and their fitness for their duties is properly established; in addition, where staff and/or volunteers have access to children or to vulnerable adults, that all necessary checks, including the enhanced Disclosure Certification from Disclosure Scotland, are carried out. All staff and Volunteers must be registered with the Protection of Vulnerable Groups Scheme;

4.2.3 where necessary, staff and Volunteers are qualified;

4.2.4 a training policy for both staff and Volunteers is maintained and implemented all to the satisfaction of the Authority;

4.2.5 the views and aspirations of Volunteers and Service Users are taken into account in the planning and provision of the Services and in dealing with the Volunteers and Service Users by the Provider;

4.2.6 a written complaints procedure approved by the Authority is brought to the attention of, and is available to, all Volunteers and Service Users or their relatives or advisers;

4.2.7 In the event that the Provider is unable to meet its obligations in terms of this Agreement then the Provider shall immediately notify the Authority's nominated representative as detailed in clause 6.1 hereof.

5 GRANT FUNDING

5.1 In exchange for the provision by the Provider of the Service specified in this Agreement, the Authority shall provide grant funding to the Provider of NINETY FIVE THOUSAND AND SEVEN HUNDRED AND EIGHTEEN POUNDS (£95,718) Sterling per annum, payable in instalments as agreed by both parties. The funding comprises of the following:

- £12,738 - (Service Specification 1)
- £7,540 - (Service Specification 2)
- £13,440 - (Service Specification 3)
- £32,000 - (Service Specification 4)
- £30,000 – (Service Specification 5)

5.2 In the event of the Provider failing to observe and perform any of their obligations in terms of this Agreement, then, whether or not the Agreement is terminated in terms of clause 11 hereafter, the Authority shall be entitled to withhold that proportion of payment to the Provider relating to and having regard to the nature and effect of the breach and the Authority shall be entitled to recover any proportionate share of any payment already made which relates to any period during which any of their obligations have not been discharged by the Provider, provided that if any breach is capable of being remedied the Provider must be provided with the opportunity to remedy the breach within seven days of it being brought to the Provider's attention.

6. LIAISON AND SUPPORT

6.1 The Provider and the Authority shall liaise with each other through their nominated representatives (as detailed in Schedule B annexed and signed as relative hereto), through whom they shall exchange information, give advice and consult on the working and the provision of the Services by the Provider in terms of this Agreement.

- 6.2 In the event that either party's nominated representative shall change, that party will notify the change to the other party in writing.
- 6.3 The aforesaid nominated representative and two members of the Authority shall be invited to attend meetings of the local Management Committee or any responsible Board or Committee of the Provider, as advisers.

7. MONITORING

7.1 The Provider shall:-

- 7.1.1 provide unaudited accounts to the Authority for each financial year within thirteen weeks of the end of the Provider's financial year and provide the Authority with fully audited accounts within nine months of the Provider's year end. Where the Provider's gross income is £499,999 or less per annum a report based on an independent examination of charity accounts, undertaken in accordance with S11(1) and (2) of The Charities Accounts (Scotland) Regulations 2006, can be provided as an alternative to audited accounts. Likewise this report must be provided to the Authority within nine months of the Provider's financial year end;
- 7.1.2 provide the Authority with estimates of future income and expenditure at the start of each of the Provider's financial years, in such form as the Authority may reasonably require;
- 7.1.3 provide to the Authority such other reports and statistics related to the Services provided by the Provider as the Authority may reasonably request from time to time;
- 7.1.4 allow the Authority's nominated representative or other representative of the Authority access to the Accommodation at which the Services are being provided on receiving reasonable notice either verbally or in writing from the Authority;

- 7.1.5 undertake to record information on numbers of (1) Volunteers recruited, trained and assisted and (2) Service Users assisted in each year and allow the Authority access to these and other statistical records retained by the Provider relating to the Services provided by the Provider on request;
- 7.1.6 allow Volunteers and Service Users access to their records held by the Provider;
- 7.1.7 notify the Authority of any other agreements which have been or will be entered into by the Provider with any other party for the provision of the Services at the Accommodation at which the Services are also provided in terms of these presents or which will otherwise affect the provision of the Services by the Provider; and
- 7.1.8 allow the Authority's internal and external auditors to access such records, accounts and financial arrangements of the Provider as the Authority's internal and external auditors consider necessary; and shall allow the Authority's internal and external auditors to have access to the Provider's internal and external auditors in order to obtain a professional opinion on any issue which may arise.

8 VARIATION

- 8.1 This Agreement may be varied, amended or modified by agreement in writing between the Provider and the Authority.

9 RESOLUTION OF DISPUTES

- 9.1 If any dispute shall arise between the Authority and the Provider in respect of the terms of this Agreement or in respect of either party's rights or obligations in terms hereof, both parties and their officers shall use their reasonable endeavours to reach an amicable and workable resolution of the matter in dispute within fourteen days of the dispute arising.
- 9.2 Other than in the event of a material breach of this Agreement, if any dispute is unable to be resolved between the parties in terms of clause 9.1 above, then the following procedures shall be followed:-

- (a) The party who is of the opinion that the other party is not performing its obligations in terms of this Agreement shall send to the other party a letter outlining the matter in dispute and
- (b) If there is no response to the said letter within fourteen days or, if in the opinion of the party sending the letter, the response of the recipient is inadequate, then the said party shall have the option to convene a meeting on seven working days' notice in writing in order to discuss the matter in dispute and the possible solutions.

9.3 In the event that the procedure outlined in clause 9.2 hereof has been followed, but the parties have been unable to resolve the dispute, the matter shall be referred to an arbiter to be mutually chosen by the parties. In the event of failure to agree on an arbiter, the matter shall be referred to an arbiter to be appointed by the Sheriff Principal of Tayside, Central and Fife. Any fee charged for the appointment of an arbiter shall be payable by the party considered by the arbiter to be the party not performing its obligations in terms of this Agreement.

10 INSURANCE AND INDEMNITY

10.1 The Provider shall be responsible for ensuring that appropriate and adequate insurance with a reputable insurance company is maintained throughout the duration of this Agreement for employer's liability, public liability, malpractice, building and building contents and will, on request, provide evidence to the Authority that such cover has been affected and all due premium payments have been paid. The level of cover held by the Provider in respect of public liability insurance shall be no less than FIVE MILLION POUNDS (£5,000,000) Sterling. The insurance in respect of claims for personal injury or the death of any person under a contract of service with the Provider and arising out of or in the course of such person's employment shall also comply with the Employer's Liability (Compulsory Insurance) Act 1969.

10.2 Where the Provider and/or any of its staff use their own motor vehicles for the purposes of the Services, the Provider shall ensure that comprehensive vehicle, business and passenger insurance is maintained for the duration of the Agreement. The Provider shall supply the Authority on request with copies of all or any of the relevant policies with confirmation that all due premium payments have been made.

10.3 The Provider shall be liable for and shall indemnify the Authority, its officers, employees and agents against any expense, liability, or loss arising out of any claim or proceedings whatsoever under any statute or at common law in respect of:-

(a) any illness, disease, or injury to persons, including illness, disease or injury resulting in death, and any other loss, injury or damage to any party arising out of or in the course of or in connection with the provision of the Services by the Provider or its staff and

(b) any failure in compliance with any statutes, orders, regulations, byelaws and other provisions to be observed in connection with the provision of the Services so far as this arises out of the act, default or negligence of the Provider or its staff,

provided that the Provider shall not be liable for nor be required to indemnify the Authority against any liability, loss or claim resulting from any act, default or negligence on the part of the Authority or its employees or its agents not being the Provider or employed by the Provider.

11. TERMINATION

11.1 Either party may terminate this Agreement, even although the other party is not in default, by giving to the other three months prior written notice (or lesser period by arrangement between the parties). During the period of notice both parties shall co-operate to ensure that the interests of the Service Users are met under whatever new arrangements may be proposed.

- 11.2 The Authority may terminate the Agreement immediately without notice if the Provider commits a material breach of the terms and conditions of this Agreement, provided that the Provider is given seven days within which to remedy any breach which is capable of being remedied. Nothing in this clause shall prejudice any other rights or remedies available to either party under this Agreement to which they shall be entitled arising from any breach of this Agreement. In particular, and without prejudice to the foregoing generality, it may be treated as a material breach that the Provider has failed to provide any part of the Services which it has agreed to provide in the terms of this Agreement.
- 11.3 The Provider may terminate the Agreement immediately without notice if the Authority commits a material breach of the terms and conditions of this Agreement, provided that the Authority is given seven days within which to remedy any breach which is capable of being remedied. Nothing in this clause shall prejudice any other rights or remedies available to either party under this Agreement to which they shall be entitled arising from any breach of this Agreement. In particular, and without prejudice to the foregoing generality, it may be treated as a material breach that the Authority has failed to make any payment which it has agreed to provide in terms of this Agreement.
- 11.4 The Authority shall be entitled to terminate this Agreement with immediate effect if the Provider or any successor thereof has a Receiver appointed, becomes insolvent, apparently insolvent or is sequestered or goes into liquidation (other than a voluntary liquidation for the purposes of restructuring or amalgamation) or is wound up by the court or is voluntarily wound up by creditors or by members. If the Provider seeks a voluntary liquidation for the purposes of restructuring or amalgamation, the prior written consent of the Authority shall be required.
- 11.5 This Agreement may be terminated with immediate effect in the event of the Provider:-
- (a) offering any improper inducements or exerting unreasonable pressure upon potential Volunteers or Service Users, or others with an interest, to attempt to encourage the potential Service User to use the services of the Provider or

(b) giving or agreeing to give, to any member, employee or representative of the Authority, any gift or consideration of any kind as an inducement or reward for doing any act in relation to the obtaining or carrying out of this Agreement or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement.

11.6 On termination of the Agreement, the Provider shall submit audited accounts in respect of the Provider and the management accounts in respect of the Services provided in terms of this Agreement to the Authority of its intromissions with the money which the Authority has paid to the Provider, covering any and all periods for which accounts have not been provided in terms of this Agreement.

11.7 On termination of this Agreement, the Provider shall reimburse to the Authority any monies, calculated on a daily basis, paid in advance by the Authority and relating to the period after termination.

11.8 Any items or property purchased by the Provider during the term of this Agreement with funding from the Authority shall, at the option of the Authority which option shall be reasonably exercised, be given to the Authority for no cost at the termination of this Agreement.

11.9 The Authority shall not be liable for any redundancy payments or other payments which the Provider are legally bound to make or which the Provider in fact makes, to its staff, volunteers or others whomsoever consequent upon or in connection with the Agreement or the termination of the Agreement.

11.9 The Authority shall not be liable for any debts or other liabilities of or incurred by the Provider, whether on termination of this Agreement or otherwise, consequent upon or in connection with the Agreement or the termination of the Agreement or otherwise.

12. NOTICES

- 12.1 Any notice in writing whether delivered by hand or by first class post (in which case receipt by the Provider shall be deemed to have occurred forty eight hours after such posting) or other information, instruction or communication given to the person identified in clause 6 of this Agreement as being the nominated representative of the Provider, shall be deemed to have been given to the Provider.
- 12.2 Any notice in writing whether delivered by hand or by first class post (in which case receipt by the Authority shall be deemed to have occurred forty eight hours after such posting) or other information, instruction or communication given to the person identified in clause 6 of this Agreement as being the nominated representative of the Authority, shall be deemed to have been given to the Authority.

13. OBSERVANCE OF STATUTORY REQUIREMENTS

- 13.1 The Provider shall observe and comply with all statutory enactments and regulations, byelaws and regulations of local or other authorities applicable to the service to be provided in terms of this Agreement, such as, but not exclusive to the Disability Discrimination Act 1995, the Race Relations (Amendment) Act 2000 and the Equality Act 2010.
- 13.2 The Provider must not commit any breach of the Employment Relations 1999 Act (Blacklists) Regulations 2010 or section 137 of the Trade Union and Labour Relations (Consolidation) Act 1992, or commit any breach of the Data Protection Act 1998 by unlawfully processing personal data in connection with any blacklisting activities. Breach of this clause is a material default which shall entitle the Authority to terminate this agreement with immediate effect.
- 13.3 As the parties to this Agreement must enter into an agreement in terms of paragraph 12 of Part II of schedule 1 to the Data Protection Act 1998 ("the 1998 Act") in order to regulate the processing of data (as defined in the 1998 Act) under this Agreement, the parties therefore agree as follows:

- (a) Both parties warrant to the other that, in terms of this Agreement, the Authority as Data Controller and the Provider as Data Processor shall comply strictly with all of the requirements of the 1998 Act, together with any subsequent amendment or re-enactment thereof and of all secondary legislation made under the 1998 Act or any subsequent amendment thereto or re-enactment thereof.
- (b) Without prejudice to the foregoing generality of clause 13.3(a), the Provider warrants that it has read and that it shall comply strictly with the seventh principle of the 1998 Act, namely that it shall take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss of destruction of, or damage to, personal data.
- (c) No sub-contractor shall be appointed by the Provider in connection with the processing of any data relative to this Agreement without the prior written approval of the Authority. The Provider will enter into an equivalent agreement with any such approved sub-contractor in terms of paragraph 12 of Part II of schedule 1 of the 1998 Act.
- (d) The Provider undertakes to keep all data disclosed to it by the Authority under this Agreement confidential and to process all such data strictly and only in accordance with the Authority's instructions from time to time; all instructions given by the Authority will be in accordance with the laws of Scotland.
- (e) The Provider shall ensure that only such of its employees who may be required by the Provider to assist it in meeting its obligations under this Agreement shall have access to the data.
- (f) The Provider agrees to assist the Authority with any subject information requests which may be received by the Authority under the 1998 Act within the time limits imposed by the 1998 Act.
- (g) The Provider undertakes not to use the data for a purpose which is inconsistent with the purposes notified to the data subjects by the Authority or to disclose the data to a third party other than at the specific request of the Authority.

- (h) The Provider confirms that it has a written security policy for the processing of data and that it will allow its data processing facilities, procedures and documentation to be submitted for scrutiny by the Authority and to allow the Authority to visit the Provider to ensure that the terms of this condition are being complied with.
- (i) The Provider shall indemnify the Authority against all losses, costs, expenses, damages, liabilities, demands, claims, actions or proceedings which the Authority may incur arising out of any breach of this condition by the Provider.
- (j) On termination of this Agreement, the Provider shall cease to process the data and shall arrange for the prompt and safe return of all data belonging to the Authority to the Authority, together with all copies of the data in its possession or control, including all copies with any agreed sub-contractor.
- (k) In this condition, "data" shall mean all information relating to the Authority's clients and prospective clients, current and projected financial and trading situations, business plans, business strategies, developments and all other information relating to the Authority's business affairs including all information of a confidential nature or imparted by whatever nature by the Authority to the Provider during the currency of the Agreement. All right, title and interest in and to the data shall vest solely in the Authority.

14. ASSIGNATION/SUB-CONTRACTING

- 14.1 The Provider shall not assign or sub-contract any of its obligations in terms of this Agreement to a third party without the prior consent of the Authority which consent shall not be unreasonably withheld or delayed. Where the Authority has given such consent, consent will be conditional on the Provider entering into an agreement in terms of paragraph 12 of Schedule 1 of the Data Protection Act 1998 with the third party.

15. CAPACITY

- 15.1 The Provider and the Authority warrant their power to enter into this Agreement and warrant that they have obtained all necessary approvals to do so.

16. EXERCISE OF POWERS ETC

16.1 In exercising any of its powers, obligations or discretions in terms of this Agreement, the Authority shall at all times do so in a reasonable manner.

17. WAIVER

17.1 Failure or neglect by the Authority to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of the Authority's rights hereunder nor in any way affect the validity of the whole or any part of the Agreement nor prejudice the Authority's right to take subsequent action.

18. ADULT / CHILD PROTECTION

18.1 The Provider shall maintain policies on Adult Protection and Child Protection in accordance with all current legislation, and shall ensure that information on its policies and procedures for the protection of adults and children is made available to the Authority, its own staff, the Service User and their representative and that all staff and volunteers are trained in these policies and procedures along with basic adult and child protection awareness. Staff should be trained within ninety days of appointment.

18.2 The Provider shall ensure that a log is maintained of all complaints, incidents and referrals regarding adult or child protection. This log will be made available to the Authority on request.

18.3 Any incident which suggests a Service User may be an adult at risk in terms of the Adult Support and Protection (Scotland) Act 2007 or a child at risk in terms of the Protection of Children (Scotland) Act 2003 must be reported immediately to the Authority.

19. MISCELLANEOUS

19.1 The Provider shall maintain a Health and Safety Policy in accordance with all current legislation, all to the satisfaction of the Authority.

19.2 The Provider shall maintain and implement an equal opportunities policy, all to the satisfaction of the Authority.

19.3 The Authority shall report to its Communities Committee at least once per annum in advance of the Authority's budget process on the following matters:-

- (a) the Provider's financial position;
- (b) the aims and objectives of the Provider and how these have been met;
- (c) how the Provider measures its performance against value for money indicators; and
- (d) the Provider's targets and future plans.

The Provider will provide the Authority with sufficient information to allow the Authority to report on the matters contained in (a) to (d) inclusive.

20. ACCESS TO INFORMATION

20.1 No term of this Agreement, whether express or implied, shall preclude either party from making public under the Freedom of Information (Scotland) Act 2002, and any codes applicable from time to time relating to access to public authorities' information, details of any matters relating to this Agreement, unless such details constitute a trade secret; the disclosure of such details would or would be likely to prejudice substantially the commercial interest of any person (including, but not limited to the Provider or the Authority) or such details fall within such other exemption as may be applicable at the discretion of the Authority in terms of the 2002 Act. The Provider shall facilitate the Authority's compliance with the Authority's obligations under these provisions and comply with any request from the Authority for that purpose.

21. LAW OF SCOTLAND

21.1 The construction, validity, performance and all other matters arising out of and in connection with this Agreement shall be governed by the Law of Scotland and shall be subject to the exclusive jurisdiction of the Scottish Courts.

22. REGISTRATION

The parties hereto consent to the registration hereof in the Books of Council and Session for preservation and execution: IN WITNESS WHEREOF these presents, consisting of this, the preceding [] pages and the three Schedules annexed and signed as relative hereto are signed by Sheona Craig Hunter, Head of Legal & Democratic Services and Proper Officer of the Authority, who signs at on the day of, Two Thousand and Eighteen before this witness,, of and by.....who holds the position ofin the Provider and who signs at on theday of, Two Thousand and Eighteen before this witness,....., of

_____ Witness

(For the Authority)

_____ Witness

(For the Provider)

SCHEDULE A
SERVICE SPECIFICATIONS

In providing the Services in accordance with its objectives the Provider shall at all times have regard to and conform with any relevant service specifications agreed between the Provider and the Authority.

Schedule A comprises of the following service specifications:

Service Specification 1	Recruit and train volunteers for opportunities within social work
Service Specification 2	Enhance and Support Work in the Third Sector
Service Specification 3	Kirriemuir Friday Night Project
Service Specification 4	Volunteering services for children and young people
Service Specification 5	Enabling the organisation of social activities for older people focused on Council sheltered housing communal lounges as community hubs

SPECIFICATION 1

1. Voluntary Action Angus

2. User Group for whom the service will be provided

A service will be provided for all service users of Social Work and Health.

3. Context

Angus Council Social Work and Health sees the value and considerable benefit that can be gained by service users through the involvement of volunteers. The value of such community participation for the volunteers themselves is also recognised. The role of volunteers is not to replace the work of paid staff but to support Social Work and Health service users through the provision of additional assistance that is of a non-statutory nature.

4. Aims of Service

To recruit and train volunteers for opportunities within People Directorate.

5. Description of the Service Elements

Recruitment – A programme of volunteer recruitment will be developed to identify new volunteers for People Directorate service users each year. The recruitment will involve:

- completion of an application form;
- collection of two references for each prospective volunteer; and
- interview to identify the reasons for volunteering, the nature of the volunteering opportunity sought and their suitability for that opportunity.

Once the above have been completed and an acceptable disclosure returned, a Recruitment Pack will be sent to the Voluntary Services Co-ordinator. In some cases the Nominated Officer will limit volunteering opportunities for the volunteer.

If the number of volunteers drops significantly Voluntary Action Angus will undertake a recruitment drive with the aim of increasing numbers.

Training - each People Directorate volunteer must attend induction to volunteering training. The content of this training is to be agreed with the operational contact for Social Work and Health. Post induction training will also be offered on a range of topics to be agreed with the operational contact for People Directorate. It is likely that such training will be identified from volunteer training needs. Whilst the Voluntary Action Angus will coordinate such training it is likely that People Directorate staff will contribute to the delivery of such training.

Matching – People Directorate staff will identify opportunities for volunteers:

- to work with individual service users. This will take the form of befriending, home visiting, tutoring, or group work to home linking
- to participate in group sessions. This may include opportunities for group physical activities as well as other types of group work
- to take part within residential or day care services supporting individuals in a range of activities or visiting
- to act as volunteer drivers transporting in the main children who are looked after
- to take part in any new opportunity that is identified

These opportunities will be with service users from the following areas:

- children and young people (this includes children who are looked after, children with disabilities, children and young people within the youth justice system)
- adults with learning disabilities
- adults with physical disabilities
- adults with mental health problems
- older people
- people within the criminal justice system

These opportunities will be identified on a volunteer request form (VA1) that will be submitted to People Directorate Voluntary Services. Following approval by Social Work and Health the Voluntary Services Co-ordinator will undertake matching. Once a volunteer and an opportunity is matched the requesting officer will be advised so that a meeting can be arranged between the volunteer, service user and requesting officer to ensure that there is a successful match.

The People Directorate requesting officer will be responsible for the ongoing support of the volunteer in that volunteering situation.

(Refer to Appendix 1 – Becoming a Volunteer)

6. Referral and Admission Procedures

Prospective volunteers should have easy access to the Voluntary Action Angus for the purposes of self-referral for volunteering.

Requests for a volunteer will be directed from People Directorate staff through the voluntary services section of the Strategic Planning and Commissioning Team of People Directorate

7. Information

Public information, including information on a Website, about the Voluntary Action Angus must be widely available. The Voluntary Action Angus should undertake questionnaires with volunteers who have used the service to ascertain comments about the quality of the service.

8. Facilities

Whilst an office base with telephone access is important the service must be Angus wide and plans put in place to achieve outreach to the whole of Angus.

9. Staffing

These should be as agreed with the Board of Management of the Provider and should be sufficient to meet the requirements of this Agreement

10. Responsibilities of the Authority

- To have arrangements in place to support volunteers once placed within the department.
- To have arrangements in place to approve prospective volunteers
- To meet quarterly with the Provider to discuss progress and issues
- To match volunteers to volunteering opportunities within People Director

11. Responsibilities of the Provider

- To meet the requirements of the Agreement and this specification
- To identify at the earliest stage any difficulties in achieving the targets
- To provide qualitative and quantitative monitoring information for each quarter on the following:
 - Number of volunteers who have made contact with the Volunteer Centre (By number of men, women and age)
 - Number of volunteers recruited to undertake opportunities People Directorate People (By number of men, women and age)
 - Number of volunteers who have undertaken Induction Training
 - Number of volunteers who have undertaken Ongoing Training provided by the Provider.
 - Type of training undertaken by volunteers
 - Number of staff who have undertaken training
 - Type of training undertaken by staff
- In the provision of the service the Provider shall at all times take account of any issues relating to race, disability, gender, sexual orientation, age, ethnic background or religion which may impact on the individual service user or the community in which the service is provided.

12. Quantity of Services

The monitoring report is to provide information on activity in relation to the above.

13. Quality of Services

Induction training must be provided to all new volunteers.

At least annually a questionnaire should be distributed to volunteers to seek comments on the service. This is to be undertaken in conjunction with People Directorate in order that the quality of support from People Directorate staff can also be reviewed.

14. Outcomes

The Provider will work with the Authority to provide annual information in relation to the evidencing the following outcomes:

- Number of volunteers who have reported improved self confidence
- Number of volunteers who have acquired new skills
- Impact on the service user

15. Monitoring Arrangements

As the service develops it is likely that additional monitoring information can be agreed.

A copy of the Annual Report and Performance Reports should be provided to the Voluntary Services Co-ordinator.

16. Policies and Procedures

Detail of Policies and Procedures required regarding:

- Recruitment and Selection Procedure
- Statement re Disclosure Scotland
- Equal Opportunities
- Disability Discrimination Policy
- Sex Discrimination Policy
- Child Protection Policy
- Vulnerable Adults
- Race Relations Policy
- Health and Safety Policy, including 'Lone Working' Policy
- Smoking Policy
- Violence and Aggression Policy
- Accident and Incident Policy
- Complaints Policy
- Investors in Volunteering
- Statement of Practice (Nolan Commission Requirements)
- Risk Assessment (OSCR)
- Any other policy deemed relevant for the safe operation of the service

17. Confidentiality

Information relating to volunteers is to be kept strictly confidential. Prospective volunteers should understand the People Directorate approval mechanism including the nature of disclosure checks.

Information on People Directorate service users provided for matching purposes must be kept strictly confidential and cannot be discussed with prospective volunteers until the volunteer has been approved.

18. Clients Finances and Property

The Provider should not become involved in any financial or other arrangements on behalf of People Directorate service users.

19. For the year 2018/19 the agreement will be for £12,738

This is the Schedule A (1) referred to in the foregoing Agreement between the Authority and the Provider dated _____

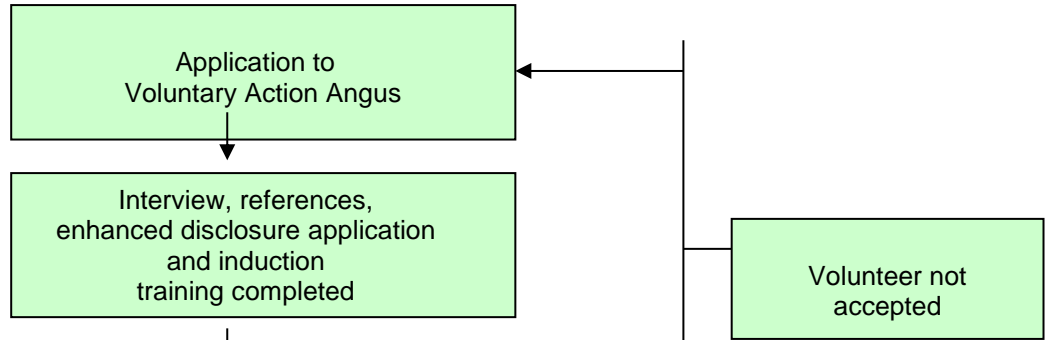
(For the Authority)

(For the Provider)

Becoming a Volunteer

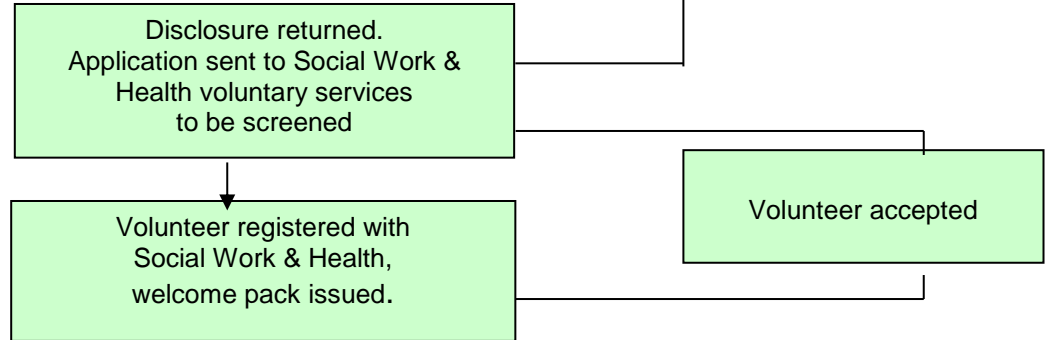
Recruitment

Voluntary Action Angus



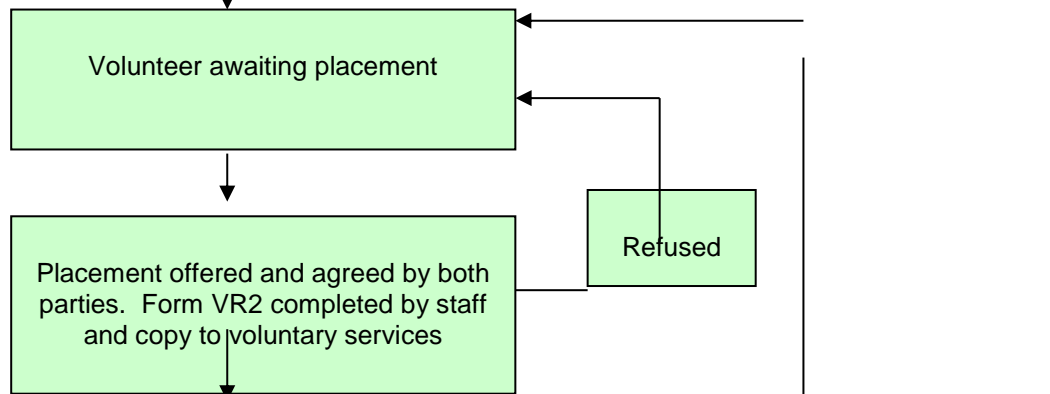
Selection

Voluntary Services



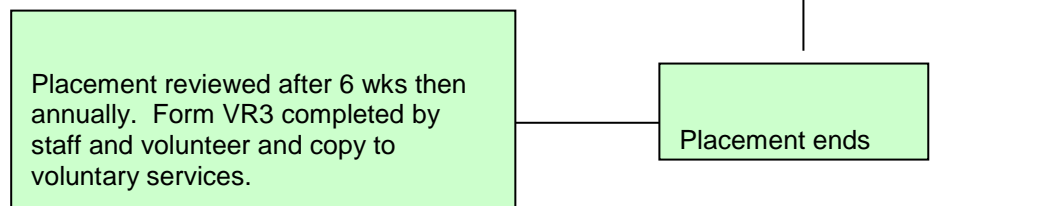
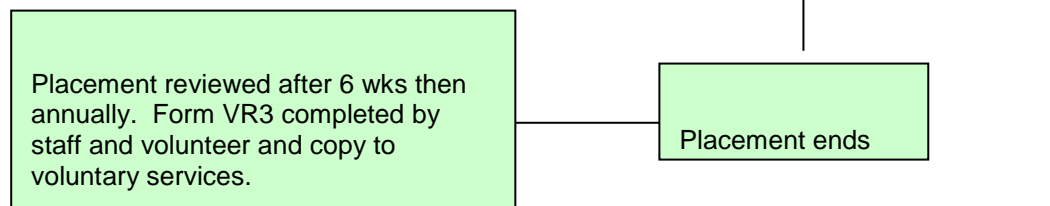
Matching

Voluntary Services



Placement

Support and supervision carried out by requesting social worker or care manager except for volunteer drivers support provided by voluntary services



SPECIFICATION 2

1. **Title of Service**

Capacity Building – Enhance and Support work in the third sector

2. **User Group for whom the service will be provided**

Community and Voluntary Groups in Angus

3. **Context**

Social Work (Scotland) Act 1968

4. **Aims of Service**

The Provider will ensure direct support is given to voluntary groups who in turn support vulnerable people in Angus.

5. **Description of the Service Elements**

The main functions of the Provider are:

- Support to voluntary organisations operating in the area, both local and those national organisations that deliver services at the local level;
- Support to and promotion of volunteering;
- Support and development of social enterprise; and
- Connection between the Community Planning Partnerships and the third sector.

6. **Referral and Admission Procedures**

Access to support, membership and participation in the specific forums detailed above will be open to all voluntary, national and local groups providing services to the relevant childcare or community care services in Angus.

7. **Information**

National and local voluntary groups will be provided with information on the support available from the Provider by way of their regular newsletter and where appropriate direct communication with individual organisations.

8. **Facilities**

The Provider is based in the premises at 32-34 Guthrie Port, Arbroath, DD11 1AN.

9. **Staffing**

These should be as agreed with the Board of Management of the Provider and should be sufficient to meet the requirements of this Agreement

10. **Responsibilities of the Authority**

The Authority will be responsible for:

- To monitor the quantity and quality of the service

- Providing advice/guidance when required.

The Authority will facilitate access to Authority premises for specific meetings or events facilitated under this Agreement.

11. Responsibilities of the Provider

The Provider will be responsible for:

- Provision of the services outlined above
- Monitoring the quality of the service
- In the provision of the service the Provider shall at all times take account of any issues relating to race, disability, gender, sexual orientation, age, ethnic background or religion which may impact on the individual service user or the community in which the service is provided

12. Quantity of Services

The Provider will as a minimum facilitate quarterly meetings of the relevant forums to be established during the course of this year (2018/19).

This will include extending invites, arranging venues and other facilities, recording of minutes and distributing the minutes of meetings.

The Provider will demonstrate that they have engaged and supported voluntary organisations in Angus by providing the following information:

- Details of the voluntary organisations engaged with and supported;
- Details of the nature of involvement with each voluntary organisation; and
- Details of the number of new organisations engaged with each quarter.

The above information will be provided to the nominated representative on a quarterly basis.

13. Quality of Services

The aim of the service is to promote the active involvement of voluntary groups in the planning and development of services in Angus.

14. Monitoring Arrangements

The Provider will have the responsibility for day-to-day monitoring of their Service. These records should be kept and made available on request for inspection by the Nominated Representative of the Authority.

The Nominated Representative appointed by the Authority will retain overall responsibility for evaluating the success of the service. The Provider will allow all reasonable access and assistance for this purpose.

The Provider shall maintain accurate details of the services provided under this Agreement including:

- The number of forums facilitated; and
- Attendance and participation at such forums.

15. Policies and Procedures

Detail of Policies and Procedures required regarding:-

- Recruitment and Selection Procedure
- Statement re Disclosure Scotland
- Equal Opportunities
- Disability Discrimination Policy
- Sex Discrimination Policy
- Child Protection Policy
- Vulnerable Adults
- Race Relations Policy
- Health and Safety Policy, including 'Lone Working' Policy
- Smoking Policy
- Violence and Aggression Policy
- Accident and Incident Policy
- Complaints Policy
- Any other policy deemed relevant for the safe operation of the service

16. Confidentiality

The Provider's staff must respect the privacy of individuals in contact with the Service.

Any requests for information about an individual or their circumstances from the press, news media or relatives must not be met without the agreement of the individual and following legal advice.

17. Clients' Finances and Property

Not applicable.

18. For the year 2018/19 the agreement will be for £7,540

This is the Schedule A (2) referred to in the foregoing Agreement between the Authority and the Provider dated _____

(For the Authority)

(For the Provider)

SPECIFICATION 3

1 **Title of Service**

Kirriemuir Friday Nite Project

2. **User Group for whom the service will be provided**

Young people in the Kirriemuir area.

3. **Context**

Kirriemuir Friday Nite Project will be led by the Provider.

The project forms part of the wider open youth work provision in the Kirriemuir area.

The project contributes to efforts by a number of agencies to:

- developing positive relationships between young people, adults and partner agencies
- developing citizenship and leadership amongst young people
- enhancing social relationships, confidence and participation in young people with learning or other disabilities or at risk of social exclusion

4. **Aims of Service**

To provide young people with a range of positive social, educational and recreational opportunities on Friday evenings and to develop positive working relationships which extend beyond the activities of those highlighted in Friday Nite project but progressively into developing the cultural competencies of young people especially with regard to appreciation of community solidarities and collective action. Crucially this will be measured by spill over benefits deriving from relationships building within the project.

5. **Outcomes**

- Young people enjoy positive relationships with each other, staff in the projects and the wider community
- Young people enjoy participating in a range of social, recreational and educational activities
- Young people are active and influential in developing and delivering the Friday Nite Project
- Communities contribute to young people's development and achievement through volunteering
- Young people have access to a range of social, recreational and educational activities within the context of the Friday Nite Project
- Young people experience success and achievement through participation on the Friday Nite Project
- Participation in the Friday Nite Project has a positive impact on young people's behaviour.

6. Description of the Service

To lead the delivery a programme of social, educational and recreational activities at Webster's High School Sports Centre.

Activities will reflect the interests of young people attending and be developed through negotiation with them.

The key roles of the Provider will be to:

- lead project planning and evaluation
- provide administration and financial management
- take a lead in health and safety matters
- recruit and support volunteers
- contribute directly, as required, to the delivery of the programme provided for young people

7. Referral and Admission Procedures

The provision is open to all young people in the Kirriemuir area.

The project is widely promoted in the area through a variety of networks, using a mix of print and electronic media.

8. Facilities

The programme will be delivered in the Sports Centre on the Webster's High School campus making use of:

- swimming pool
- sports halls
- gym
- social areas
- general purpose areas
- all weather pitch

9. Staffing

The project will be delivered by a mix of staff employed by the Provider, partner agencies, volunteers and peer mentors.

All staff will be qualified or trained in relation to their roles, including the delivery of specialist activities.

Staff and volunteers will be members of the Protection of Vulnerable Groups Scheme.

Staffing levels will vary to reflect the programme and the number of young people attending.

Volunteers will be recruited from the local communities. Young people will also be encouraged to undertake roles as peer volunteer mentors.

The local business community will be encouraged to participate.

10. Responsibilities of the Authority

The Authority's responsibilities in relation to this service are to

- Liaise with the Provider on a regular basis
- Monitor the implementation of the Agreement
- Provide assistance and training to project staff and volunteers (by negotiation)
- support the Provider in relation to self-evaluation and quality improvement as required
- Ensure that the standard of provision made under the terms of this Agreement matches the Authority's expectations
- Report on progress to Angus Community Planning partners and the Authority

11. Responsibilities of the Provider

The responsibilities of the Provider are to:

- Provide the Service detailed in this Agreement
- Provide quarterly monitoring reports, in relation to agreed evaluation criteria
- Ensure that staff and volunteers engaged to deliver activities under the terms of the Agreement have appropriate qualifications and/or training and access to CPD
- Play an active part in the Forfar and Kirriemuir locality planning arrangements
- Provide copies of financial accounts, as and when required, that show clearly how funding was used to deliver the services contained within the Agreement
- Undertake an impact assessment of measures and report findings to ACPP

12. Quality of the Provision

The quality of service provided under this Agreement will be defined by the How Good is Our Community Learning and Development 2 self-evaluation framework for community learning and development (or its successor) and the evaluations pertinent to EFQM

The Provider will undertake an annual impact assessment of the activities covered by the Agreement, with any necessary support from the Authority's Communities service

All of the services provided under the terms of this Agreement will be provided within the value base and principles enshrined in the Angus Community Plan and Single Outcome Agreement

Kirriemuir Friday Nite Project will operate for 40 weeks and participation levels can vary from 30-80 young people per project, per evening.

13. Policies and Procedures

The Provider will ensure that it has a range of policies covering:

- staff and volunteer recruitment
- adult and child protection
- health and safety
- diversity and equality

14. For the year 2018/19 the agreement will be for £13,440

This is the Schedule A (3) referred to in the foregoing Agreement between the Authority and the Provider dated _____

(for the Authority)

(for the Provider)

SPECIFICATION 4

1 **Title of Service**

Volunteering services for children and young people

2. **User Group for whom the service will be provided**

The Service will be provided for young people between the ages of 5 and 25 years. This will include young people at school, unemployed young people and young people in the community.

3. **Context**

The Provider, Voluntary Action Angus (VAA), formerly Volunteer Centre Angus (VCA), is the established lead agency for volunteering in Angus. It works with a wide range of community planning partners and third sector agencies to promote, develop and support volunteering in the Angus area. Its activities include:

- Promoting the value of volunteering to individuals, organisations and communities
- Building volunteering capacity in public, private and third sector agencies
- Identifying and promoting volunteering opportunities
- Assisting individuals to identify and access volunteering opportunities that meet their needs and aspirations
- Directly providing a range of pre-volunteering and volunteering activities

VAA has a strong commitment to inclusion which informs all of its work with individuals, organisations and communities

In 2010 VAA opened the PRAXIS Centre, which provides pre-volunteering and volunteering activities for a wide range of Angus residents. PRAXIS delivers a programme of pre-volunteering and volunteering activity that offers participants opportunities to develop their life skills in a volunteering setting and progress to positive destinations of their choosing. The PRAXIS experience is tailored to meet the needs of individual participants.

For a number of years, VAA administered the MV Awards and assisted large numbers of young people to secure recognition for the positive contributions they have made to communities through volunteering. From 2011, the MV Awards were replaced with a new award; the Saltire Awards. Again, VAA operates this scheme with, and on behalf of, partners in Angus.

Between 2009 and the present, VAA worked with schools in Angus to develop and implement their capacity for managing volunteering and providing rewarding volunteering opportunities to children and young people. This is a continuing strand of VAA's work.

In February 2011, the Scottish Government announced the national roll-out of Activity Agreements as part of the wider 16+ Learning Choices initiative. 16+ Learning Choices (now known as Opportunities for All) is designed to ensure that all young people between the ages of 16 and 18 years are positively engaged in learning, volunteering or work. For those young people not yet ready or able to progress to a more traditional destination such as college or employment, Activity Agreements offer

a vehicle through which young people can be engaged in individually tailored learning and support agreements designed to address their needs and tackle barriers to positive progression.

There are significant numbers of young people in Angus who are not in sustained destinations and who may require additional assistance to help them progress.

4. Aims of Service

To provide young people with access to positive and appropriate volunteering experiences that:

- contribute to their personal, social and educational development
- make a positive contribution to Angus communities
- promote the value of volunteering to individuals and communities

5. Description of the Service

There will be four main elements to the service:

- Providing pre-volunteering and volunteering opportunities to young people between the ages of 16 and 20 years who are not in positive destinations. This will be achieved through the work of the PRAXIS Centre, by assisting young people to access volunteering opportunities that constitute a positive destination and by supporting Opportunities for All Main Contacts to construct Activity Agreements with young people that incorporate an element of volunteering.
- Promoting and operating the Saltire Award Scheme that enables young people to have their volunteering contributions and achievements recognised
- Developing a volunteering culture amongst children and young people in Angus. This will include building capacity in primary schools, secondary schools and learning communities, thus enabling children and young people to access positive volunteering opportunities that reflect their needs and interests
- Providing a volunteer matching service for young people, which helps them to identify their needs and secure appropriate volunteering opportunities (held on the volunteer opportunities database)

6. Referral and Admission Procedures

Referrals to services will happen in a variety of ways including:

- self-referral
- referral by Opportunities for All Main Contacts
- referral by a wide range of community planning partners including Angus Council, NHS Tayside, Tayside Police, Dundee and Angus College and third sector agencies.

The core volunteer matching service offered by VAA is open to all young people and can be accessed directly. There are no referral criteria which govern access to this service.

The Provider operates a Referral Network which it uses as a sounding board and to help develop and manage effective referral processes.

8. Facilities

The services provided by the Provider will utilise a number of facilities:

- the Accommodation
- the PRAXIS Centre
- Forfar VAA Centre
- locations where volunteering activity takes place (eg House of Dunn)
- accommodation made available by partner agencies to support volunteer interviews and other related activities
- new information on capacity and data measures through the MILO national database (Angus)

9. Staffing

The services provided will be delivered by a combination of:

- the Provider's staff
- Volunteers and volunteer mentors
- peer mentors

All staff will be appropriately qualified and/or trained in relation to their role. They will have access to CPD opportunities.

Where appropriate, staff and volunteers will be members of the Protection of Vulnerable Groups Scheme.

Staffing ratios will be dictated by the needs of groups and programmes and be identified through planning and risk management processes.

10. Responsibilities of the Authority

The Authority's responsibilities in relation to this Service are to:

- Liaise with the Provider on a regular basis
- Monitor the implementation of the Agreement
- Provide assistance and training to the Provider's staff in relation to Opportunities for All Activity Agreements in particular
- support the Provider in relation to self-evaluation and quality improvement as required
- Ensure that the standard of provision made under the terms of this Agreement matches the Authority's expectations

11. Responsibilities of the Provider

The responsibilities of the Provider are to:

- Provide the Service detailed in this Agreement
- Provide quarterly monitoring reports, in relation to agreed targets
- Ensure that staff engaged to deliver activities under the terms of the Agreement have appropriate qualifications and/or training and access to CPD
- contribute to the delivery of Opportunities for All by implementing administrative and reporting procedures relating to Activity Agreements
- Play an active part in the collaborative planning and delivery of Opportunities for All
- Provide copies of financial accounts that show clearly how funding was used to deliver the Service contained within the Agreement

12. Quality of the Provision

The quality of service provided under this Agreement will be defined by the How Good is Our Community Learning and Development 2 self-evaluation framework for community learning and development.

The Provider will undertake an annual evaluation of the activities covered by the Agreement, with support, as necessary, from the Authority's Community Learning and Development Service.

All of the services provided under the terms of this Agreement will be provided within the value base and principles enshrined in the Angus Community Plan

13. Policies and Procedures

The Provider will ensure that it has in place policies covering:

- staff and volunteer recruitment
- adult and child protection
- health and safety
- diversity and equality

14. For the year 2018/19 the agreement will be for £32,000

This Schedule is the Schedule A (4) referred to in the foregoing Agreement between the Authority and the Provider dated _____

(for the Authority)

(for the Provider)

SPECIFICATION 5

Enabling the organisation of social activities for older people focused on Authority sheltered housing communal lounges as community hubs.

A key aspect of older peoples' housing is the opportunity to enjoy social events with other older people to avoid loneliness and isolation sometimes experienced by older people in society. This, along with the duty to consult and involve tenants enshrined in Chapter 3 of the Housing (Scotland) Act 2001, means that we need to put in place appropriate structures to ensure tenants have the best opportunity to both get involved in the running of their accommodation and communal facilities, and also to manage and participate in social activities for themselves and other older residents in the area.

The aim is to help maintain both physical and mental health and wellbeing as people get older so that society can benefit from the experience and knowledge that older residents have.

The requirements of the Service are:

- To support tenants and residents to set up management committees in each area so that they can organise social activities themselves, giving training and support to office bearers as necessary.
- To support tenants and residents to develop a programme of events for older residents locally, focused on Authority sheltered housing communal lounges as community hubs
- To support tenants and residents to set up and manage a comfort fund or similar to collect funds to pay for events, and assist them to access auditing services for the fund
- To support tenants and residents to provide feedback on housing services through both formal and informal routes – meetings, surveys, participation in local tenant participation forums, etc.

Quality statements

- Experience of supporting committee structures
- Experience of supporting committees to deliver programmes of activity
- Experience of supporting committees to effectively manage financial recording systems and access auditing services
- Experience of supporting formal and informal consultation measures with community groups

Deliverables

This Agreement secures additional Single Point of Contact worker hours, who will be skilled in community development approaches applied to deliver the following. By end of year 1:

- Each sheltered complex to have a constituted management committee
- Each sheltered complex to have a programme of events agreed with tenants
- Each sheltered complex to have an audited comfort fund or similar
- Each sheltered complex to have a recorded log of consultation activity and results of this activity
- Volunteers are supported to organise a range of social and recreational activities

This is the Schedule A (5) referred to in the foregoing Agreement between the Authority and the Provider dated _____

For the year 2018/19 the agreement will be for £30,000

(For the Authority)

(for the Provider)

SCHEDULE B
NOMINATED REPRESENTATIVES

The Authority's nominated representative shall be:

**Communities – Planning and
Place
Nominated Officer**

Name: Vivien Smith

Designation: Head of Strategic Policy, Transformation & Public Sector Reform

Address: Angus Council Communities Directorate

ANGUS HOUSE, Orchardbank, Forfar

Telephone No: (01307) 476105

Fax No: (01307) 469780

e-mail: smithv@angus.gov.uk

**People - Social Work and Health
Operational Contact**

Name: Janet Rowlands

Designation: Voluntary Services Co-ordinator

Address: Social Work and Health

St Margarets House Forfar

Telephone No: (01307) 474863

Fax No: (01307) 473271

e-mail: RowlandsJ@angus.gov.uk

**Place - Communities
Operational Contact**

Name: Tricia Ryan

Designation: Area Community Learning and Development Officer

Address: Angus Council, Angus House, Forfar

Telephone No: (01307) 476366

Fax No: 901307)469780

e-mail: RyanT@angus.gov.uk

**Service Level Agreement
Contract Monitoring**

Name: Janey Mitchell

Designation: Senior Administrative Officer (ACCCT)

Address: Angus Council, Place Directorate

Angus House , Orchardbank, Forfar

Telephone No: (01307) 474731

Fax No: (01307) 469780

e-mail: mitchellj@angus.gov.uk

The Provider's nominated representative shall be:

Name: _____ Gary Malone _____

Designation: _____ Chief Executive _____

Address: _____ 32-34 Guthrie Port _____

Arbroath

DD11 1RN

Telephone No: _____ (01241) 875525 _____

Fax No: _____

e-mail: _____ gary@voluntaryactionangus.org.uk _____

This is the Schedule B referred to in the foregoing Agreement between Angus Council and the Provider dated _____

(For the Authority)

(For the Provider)

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