



SERVICE AGREEMENT

between

HALTON BOROUGH COUNCIL

and

YOUTH MEDIA

For the Provision of a

Drug Awareness CD-ROM

21st February 2005

SERVICE AGREEMENT for DRUG AWARENESS CD-ROM: 2005

BETWEEN

HALTON BOROUGH COUNCIL

and

YOUTH MEDIA

1.0 INTRODUCTION:

1.1 This Service Agreement defines the service requirements for the provision of a Drug Awareness CD-ROM for 2005 by Youth Media, which Youth Media must meet in order to receive a Grant of £9,999 from the Halton Borough Council ('Council') acting by its Drug Action Team ('DAT')

2.0 DEFINITIONS

In this Agreement the following words shall mean:

- 2.1 Authorised Officer: Drug Action Team Co-ordinator.
- 2.2 Service User The person or persons who are the end-users of the Service.
- 2.3 Commencement Date: 14th February 2005.
- 2.4 Discrimination: Through either direct or indirect action, giving less favourable treatment or applying an unjustified requirement because of race, gender, disability, being lesbian or gay, marital status, HIV status, irrelevant convictions, ethnic origin or religious belief.
- 2.5 DAT: Drug Action Team.
- 2.6 Grant the amount of grant payable by the DAT for the provision of a Drug Awareness CD-ROM by Youth Media.
- 2.7 Link Officer a nominated officer of Youth Media who will be the main point of contact between Youth Media and the DAT.
- 2.8 Monitoring Officer The Monitoring Officer appointed by the Authorised Officer who will be the main point of contact between Youth Media and the DAT
- 2.9 Service: The activities described in the Service Specification in Part A and monitoring arrangements in Part B of this Agreement.
- 2.10 Staff: All personnel used by Youth Media in the provision of the Service including but not limited to Youth Media's employees and volunteers.

- 2.11 Term: This agreement is for 5 months, commencing 14th February 2005 and ending on the 14th July 2005. The period of the agreement may be extended at the discretion of the council for a further period, not exceeding 6 months in total.
- 2.12 Reference in this Agreement to any Order, Regulation, Statute, Statutory Instrument or the like shall be deemed to include a reference to any amendment, re-enactment or replacement of it.
- 2.13 The masculine includes the feminine and vice versa; the singular includes the plural and vice versa.
- 2.14 Clause headings are included for ease of reference only and shall not affect the interpretation or construction of the Agreement.
- 2.15 CSSG: Community safety Strategy Group
- 2.16 JCG Joint Commissioning Group

3.0 FUNDING CONDITIONS OF YOUNG PERSONS' PARTNERSHIP GRANT

- 3.1 In consideration of the sum of £9,999 (2005) Youth Media will provide a Drugs Awareness CD-ROM.
- 3.2 Payment will be made in advance in February 2005, upon receipt of an invoice for £9,999, addressed to the Council Co-ordinator at Runcorn Town Hall, Heath Road, Runcorn WA7 STD from Youth Media.
- 3.3 The Council has the option to terminate funding and demand repayment should Youth Media:
- (i) Fail to comply with the requirements of the Specification in Part A or breach any of the Conditions contained in this Agreement.
 - (ii) Fail to remedy a default to the Council's satisfaction within a reasonable period of time following service of a default notice.
 - (iii) Enter into receivership or become insolvent.
 - (iv) Withdraw, for any reason, the provision a Drug Awareness CD-ROM.
- 3.4 Youth Media shall pay to the Council 25% of the proceeds of each sale of the CD-ROM to third parties.
- 3.5 Youth Media shall keep permanent records of all sales of the CD-ROM.
- 3.6 Youth Media shall submit to the Council not later than the 10th working day of month following the end of each quarter of the term a written statement itemising each sale of the CD-ROM.
- 3.7 Youth Media shall make payment to the Council in relation to the 25% of the proceeds of sales of the CD-ROM on a quarterly basis with payment for sales during the previous quarter being made to the council by no later than the last working day of the month following the end of the relevant quarter.

- 3.8 Youth Media shall make available their premises and all records to the council its employees, auditors and agents for the purposes of satisfying itself as to the accuracy of sales records. Save that this right shall not extend to data held by Youth Media in to other contracts.
- 3.9 Youth media's duty to make payments to the council shall continue in relation to ant council authorised sales of the CD-ROM after the end of this agreement
- 3.10 Youth Media shall meet officers of the Council to discuss the performance of this Agreement once every three months on such dates and at such times and locations as the Council and Youth Media shall from time to time agree.

4.0 QUALITY STANDARDS

- 4.1 Youth Media will demonstrate a relevant quality assurance standard to the Council or will work towards achieving such a standard within an agreed timescale.

5.0 EXIT STRATEGIES AND SUSTAINABILITY

- 5.1 Youth Media accepts that the Council is unable to guarantee future funding (unless authorised by the Home Office, The Young Persons joint commissioning group or CSSG) and may owing to budgetary considerations be obliged to reduce funding by the giving of not less than three months notice. Such reductions shall be timed to cause least disruption for Service Users.

6.0 PROVIDER INPUTS

- 6.1 Prior to the grant, being paid Youth Media must produce to the Monitoring Officer a breakdown as to how the grant will be spent. The grant will not be paid until the Council has approved the breakdown.
- 6.2 Any extension of funding will only be considered within the priorities agreed with the Young Peoples Joint Commissioning Group and CSSG.

7.0 GENERAL DUTY OF BEST VALUE

- 7.1 The DAT is required to comply with the Council's Best Value regime established by the Local Government Act 1999.
- 7.2 As a Best Value Authority the Council must arrange to secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness.
- 7.3 The Best Value process requires consultation with customers, the drawing up of a Local Performance Plan (LPP), monitoring and rolling forward the process annually.
- 7.4 The Council's LPP covers the complete spectrum of the Local Authority's functions of which voluntary sector funding is one component.
- 7.5 Youth Media shall be required to co-operate with the Council in achieving its LPP objectives.

8.0 ACCOUNTABILITY TO POLICY AND PERFORMANCE BOARDS

8.1 Representatives of Youth Media will be required to attend the Policy and Performance Board meetings and shall be obliged to attend to answer questions relating to the Service and to account for funding received.

9.0 CONFIDENTIALITY AND PROVISION OF INFORMATION.

9.1 Youth Media undertakes that it:

- (i) Shall keep confidential all information concerning Service Users.
- (ii) Shall keep safe at all times all papers and documents placed in their possession concerning Service Users.
- (iii) Shall provide discreet and private interviewing facilities.
- (iv) Shall comply with the requirements of all legislation relevant to the Service and in particular with the Data Protection Act 1998, Human Rights Act 1998 and Freedom of Information Act 2000.

9.2 The Council may require Youth Media to supply it with any information required to carry out monitoring and evaluation of the Service. Any Service User information supplied can be anonymised where appropriate and will not be used for any purpose other than monitoring, evaluation and validation.

10.0 EQUAL OPPORTUNITIES

10.1 Youth Media will adopt an equal opportunities policy relating to service provision, staffing and management of the organisation which is consistent with the definition of Discrimination in clause 2.4, and which complies with all relevant statutory obligations.

10.2 Youth Media will conduct profile monitoring of Service Users and provide an analysis of this information to the Council on a quarterly basis for the duration of the project. Youth Media will review service provision to ensure full access from groups identified as under-represented among service users in the formulation of the Drug Awareness CD-ROM.

11.0 PAYMENT AND DEFAULT

11.1 The Grant will be paid to Youth Media solely for the purposes specified in this Agreement.

11.2 Failure by Youth Media to comply with the terms of this Agreement may result in the Grant being withdrawn and/or the Council being entitled to repayment of any Grant.

11.2 The Council shall be entitled to suspend payment of the Grant and/or vary the amount of the Grant if it considers Youth Media has committed a serious breach of the Agreement and shall forthwith notify Youth Media in writing accordingly.

11.3 Without prejudice, if Youth Media fails to comply with the provisions of this Agreement the

Council may serve a default notice stating the action required to remedy the default within a period of time (to be specified by the Council) in which to take the action. If **Youth Media** remains in default following the expiry of the period specified the Council may proceed to terminate the Agreement.

11.4 The Service and Grant payable may be varied if:

11.4.1 Youth Media and the Council agree, or

11.4.2 A change in the Council's service priorities is required either by changes in legislation or by other exceptional circumstances, including the cessation of the Substance Misuse Grant allocated to Halton DAT or a reduction in the Substance Misuse Grant allocated.

12.0 ARBITRATION

12.1 Any dispute, which cannot be resolved by negotiation, shall be referred to a nominated arbitrator for example the Chair of the Local Law Society.

13.0 NOTICES

13.1 Notices may be given by the Council or Youth Media either personally or by recorded delivery post to any address given for that purpose. A notice given by post will be deemed to have been given the first working day after it was posted.

14.0 TERMINATION

14.1 This Agreement will end at the end of the Term or earlier:

- (i) On the dissolution of Youth Media,
- (ii) On the expiry of at least 3 months notice given by Youth Media to the Council of its intention to terminate the Agreement;
- (iii) On the expiry of at least 3 months notice (unless Clause 12.2, 12.3 and 12.4 have been invoked) given by the Council to Youth Media of its intention to terminate the Agreement.

15.0 THIRD PARTY RIGHTS

15.1 Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement.

16.0 SEVERABILITY

16.1 If any provision of this Agreement is held invalid illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental

as to prevent the accomplishment of the purpose of this Agreement the Council and Youth Media shall immediately commence good faith negotiations to remedy such invalidity.

17.0 WAIVER

- 17.1 The failure of the Council to insist upon strict performance of any provision of this Agreement or failure to exercise any right or remedy to which it is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations of Youth Media under this Agreement or otherwise.
- 17.2 A waiver of any default shall not constitute a waiver of any subsequent default.
- 17.3 No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver and communicated by the Council to Youth Media in writing.

18.0 AUTHORISATION

18.0 This Agreement is authorised by the following: -

Signed by..... Signed by.....

Name..... Name.....

Position. Position.....

For and on behalf of the Council

For and on behalf of Youth Media

Date..... Date.....

PART A: SERVICE SPECIFICATION

DEFINITION OF THE SERVICE

PART A

1.0 LEVELS OF PROVISION

- 1.1.1 To develop of a Halton Drug Awareness CD-ROM, which will be presented on a mini CD-ROM.
- 1.1.2 The CD-ROM will guide vulnerable young people, and help them understand important substance misuse issues and gain access to a wide range of related local knowledge and support contacts.

1.2 OUTCOMES

The following are the prescribed outcomes for this Agreement and are to be undertaken by Youth Media:

- 1.2 Youth Media will make use of existing Pathfinder technology and support groups to create a highly Interactive CD-ROM, the primary purpose will be to assess young people with drug related issues and Sign post them to related organisations, who will provide help and support.
 - 1.2.1 The project will be informed by the DAT and partner agencies
 - 1.2.2 The DAT's local knowledge and existing commissioned agencies will form the basis for help section of the CD-ROM to address local need.
 - 1.2.3 The CD-ROM will cover universal education, early intervention and treatment of young people with a substance misuse issue.
 - 1.2.4 Youth media will work in partnership with Young people to develop and design the content and format of the CD-ROM
 - 1.2.5 The CD-ROM will be aimed at 13-19 year olds. The range and content will be age appropriate.

1.3 The following outputs (obtained as a direct result of the service provided under this Agreement), will be measured and form the basis of the Project evaluation:-

Youth media will design a CD-ROM that is a electronic guide system using both multiple choice and textual answering technology to gather information from young people.

- 1.3.1 Information gathered from each young person using the electronic guide system can be used to compile a young person's guide containing relevant information.
- 1.3.2 The CD-ROM will be entertaining for the user, and will include games to engage the young person with alcohol and substance related issues.

- 1.3.3 The Drug Awareness CD-ROM will be developed using cutting edge computer technology, making use of software packages such as adobe Photoshop, adobe illustrator, adobe premiere, macromedia flash, QuickTime VR, sonic foundry sound forge and discreet plasma. It will combine textual information with 2D, 3D still, and animated graphics, 360-degree virtual tours, digital video, music and speech.

Capital Assets/Equipment register:

The service provider must keep a record of Capital Assets purchased using funds given by the investor and insurance for such items must be comprehensive.

2.0 BOROUGH WIDE SERVICE

- 2.1 Youth Media must provide this service Boroughwide.
- 2.2 Youth Media is expected to demonstrate the widest possible geographic and socio-economic take-up of its services within Halton. Coverage will be taken into consideration when looking at any extension of funding.
- 2.3 Youth Media will produce Monthly to show its compliance with Part A Clause 2.2. Failure to satisfy the borough-wide service requirement shall be treated as a material default under Clause 11.
- 2.4 Youth Media will produce details of the publicity arrangements it has in place to promote the take-up of its services.

PART B

CONDITIONS GRANT AID

1.0 RECORDING OUTPUTS/OUTCOMES

- 1.1 Youth Media will record the outputs specified in Part A 1.3 and report those outputs to the monitoring officer on a Monthly basis in accordance with Part B Clause 2.1.
- 1.2 Youth Media will comment on the achievement or otherwise of the outcomes specified in Part A Clause 1.2 in the form of a written paper at the end of the term of this Agreement. This report may be used to evaluate the Drugs Awareness CD-ROM and will inform future years' funding negotiations.

2.0 QUARTERLY PERFORMANCE MONITORING REPORTS

- 2.1 Youth Media will supply to the Council Monthly Performance Reports showing the data recorded in the categories set out in this Agreement.
- 2.2 The Monitoring Officer shall conduct formal review meetings with Youth Media monthly. These visits will be minuted and may include structured discussions with management committee, staff and users, observation of service delivery, examination of records, documents or reports.

2.3 Youth media shall produce to the Council an end of Report as specified in Part B clause 1.2. This report shall include:

- An evaluation of the service provision with reference to quality standards and achievement of desired outcomes.
- The total expenditure against the approved budget from the monthly reports submitted in accordance with this agreement.
- In addition, an outline of the development potential and future plans for the service.