

THIS AGREEMENT is made the day of XXX 2015

BETWEEN

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN

Town Hall Judd Street London WC1H 9LP (hereinafter referred to as "the Council")
and

[INSERT COMPANY NAME] a limited liability company whose registered offices are situated at (hereinafter referred to as "the Consultant").

WHEREAS

- (A) The Council wishes to commission an organisation to undertake a taster programme of community-based day opportunities for older and disabled people, including people with dementia, as more specifically described in Schedule 1 hereto (" the Project").

- (B) The Council has invited the Consultant to submit a quotation for the Project.

- (C) The Consultant has represented that it has the requisite expertise to carry out such Project and has in accordance with the Council's requirements submitted proposals for carrying out the Project and a statement of the sum which it will require for carrying out and completing the Project in accordance with the Conditions hereinafter mentioned (hereinafter referred to as "the Contract Price").

- (D) The Council has examined the Consultant's tender submission and being satisfied that it appears to meet the Council's requirements has accepted the Consultant's tender subject to the Conditions as hereinafter referred to.

NOW IT IS HEREBY AGREED as follows:

1. The Project

1.1 The Consultant shall carry out the Project in accordance with the terms of this Contract and the Specification set out in Schedule 1. In carrying out the Project the Consultant shall exercise the diligence skill and care to be expected of experts skilled in the carrying out of such projects.

2. The Programme

2.1 The Consultant shall carry out the Project regularly and diligently and in accordance with the Programme contained in Schedule 2 ("the Programme").

2.2 As indicated in the Programme the Consultant shall complete the programme and submit a final outcomes report by 31st July 2015.

3. The Report

On the date stated in the Programme for completion of the Project the Consultant shall deliver to the Council an electronic copy of the Final Report ("the Report") which shall comprise at least the items detailed in Schedule 3.

4. Consultant' Staff, Assignment and Sub-Contracting

4.1 The Council shall be entitled to assign the benefit of the Contract or any part of it and shall give written notice of any assignment to the Contractor.

4.2 The Consultant shall not sub-contract or transfer, assign, charge or otherwise dispose of the Contract or any part of it (excepting only the assignment of any undisputed debt due under the Contract of which assignment, and the date on which the assignment became effective, the Consultant has previously notified the Council) without the previous written consent of the Council.

4.2.1 The Consultant shall ensure that any sub-Consultant complies with all applicable provisions of the Contract. Any sub-contract shall not relieve the Consultant of its obligations under the Contract.

4.2.2 The Consultant shall include a term in the Contract with the sub-Consultant that payment to the sub-Consultant shall be made within 30 days of receipt of a valid invoice.

5. Obligations of the Council

5.1 The Council will provide to the Consultant at the times specified in the Programme or where not so specified at such times as will enable the Consultant to comply with the Programme with:

5.1.1 the information and documents listed in Schedule 4;

5.1.2. the opportunity to discuss freely with the personnel employed by the Council whom the Consultant reasonably requires to liaise with in order to carry out the Project and prepare the Report;

5.1.3. reasonable access to the Council's premises provided that the Consultant's personnel shall comply with any security or safety provisions in force at such premises;

5.2 The Council has appointed Catherine Searle to be its Project Manager and key contact officer for the purpose of providing the Consultant with a channel of communication with the Council and to whom the Consultant can refer any difficulties which may arise as between the Council and the Consultant in the carrying out of the Project.

6. Contract Price

6.1 The Council shall pay to the Consultant the fixed sum of £[.....] (the "Contract Price")

6.2 [The Council shall pay the Consultant the Contract Price for activities completed in accordance with the provisions of Schedule 5.]

7. Payment

7.1 The Consultant shall be paid within 30 days of the receipt by the Council of an invoice which the Consultant was entitled to submit.

7.2 The Council operates a paperless Purchase to Pay system which enables the full purchasing and payment process to be carried out on-line from order creation and authorisation to receipting and invoice matching.

7.3 In order that the Council can make payment to the Consultant the Consultant must comply with the following conditions:

(1) The Consultant will supply the Services only when in receipt of a valid Purchase Order generated from the Council's ordering system

(2) The Consultant must quote the valid Purchase Order number on all invoices or credit notes submitted to the Council

(3) The Consultant must at its own expense submit all invoices and credit notes electronically through any reasonable means requested by the Council. This may include but is not limited to connecting to the Council's e-invoicing hub operated by Royal Bank of Scotland to submit XML, PO Flip, printer or paper for OCR scanning.

(4) The Consultant will accept all payments by bank transfer

8 Variations

8.1 The Council may request a variation to the Specification provided that such variation does not amount to a material change to the Specification/Agreement. ("Variation").

8.2 The Council may request a Variation by notifying the Consultant in writing of

8.2.1 the Variation and giving the Consultant sufficient information to assess the extent of the Variation;

8.2.2 whether any change to the Contract Price is required in order to implement the Variation; and

8.2.3 a time limit within which the Consultant shall respond to the request for a Variation and such time limits shall be reasonable having regard to the nature of the Variation.

8.3 If the Consultant accepts the Variation, it shall confirm the same in writing.

8.4 In the event that the Consultant is unable to accept the Variation to the Specification or where the Parties are unable to agree a change to the Contract Price, the Council may:

8.4.1 Allow the Consultant to fulfil its obligations under the Contract without the variation to the Specification; or

8.4.2 Terminate the Contract with immediate effect, except where the Consultant has already delivered all or part of the Services, or where the Consultant can show evidence of substantial work being carried out to fulfil the requirements of the Specification, and in such case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, that matter shall be dealt with under the Dispute Resolution Procedure detailed within clause 18.

9. Confidentiality

9.1 Each party undertakes that it shall not at any time, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by *clause 9.2*.

9.2 Each party may disclose the other party's confidential information:

9.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this *clause 9.2* ; and

9.2.2 as may be required by law, court order or any governmental or regulatory authority.

9.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

10. Intellectual Property Rights

10.1 The Council shall be entitled to all property, copyright and all other intellectual property rights, including but without limitation the database rights in any database ("the intellectual Property Rights") in the Materials (which shall include the report and other documents prepared as a part of the Project) developed, originated, written or prepared by the Consultant or any employee, agent or Sub-Consultant of the Consultant (whether individually or jointly with the Council), which Intellectual Property the Consultant by this agreement assigns to the Council with full title guarantee.

10.2 At the request of the Council the Consultant shall do all such things and sign all documents or instruments reasonably necessary in the Council's opinion to enable the Council to obtain, defend and enforce its intellectual Property in such Materials.

10.3 The Consultant warrants that the Materials will (so far as they do not comprise material originating from the Council) be original works of authorship and the use or possession by the Council will not subject the Council to any claim for infringement of any proprietary rights of any third party.

10.4 The Consultant agrees to indemnify the Council against any and all claims, liability, loss, damages, costs and expenses, which the Council may incur or suffer as a result of a breach by the consultant of the warranties set out in this Clause.

10.5 The Consultant agrees that the Council is entitled to all property, copyright, and other intellectual property rights in all Materials developed, originated, written or prepared or contributed by the Council whether or not changed or developed by the Consultant.

10.6 The Consultant hereby grants to the Council a perpetual worldwide non-exclusive licence to use the Materials in such a manner as the Council sees fit for all purposes as required from time to time by the Council, and such provision shall continue to apply after the expiry or termination of this agreement.

11 Not used

12 Not used

13. Liability and Indemnity

13.1 The Consultant shall be liable for and shall indemnify the Council against any loss expense liability claim or proceeding whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whomsoever and damage whatsoever to any property real or personal arising directly or indirectly out of any wilful or negligent act or omission of the Consultant its employees agents or sub-Consultants in the course of or in connection with the provision of the Project.

13.2 The foregoing indemnity shall remain in full force and effect notwithstanding any termination of this Agreement.

14 Safeguarding children and vulnerable adults

In this Clause the terms below shall be defined as follows:

Definitions:- "Regulated Activity" in relation to children shall mean as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

"Regulated Activity" in relation to vulnerable adults shall mean as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006. "Regulated Activity Provider" shall mean as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006.

"Services" shall mean the work undertaken by the Consultant in connection with the Project

"Service User Group" shall mean the group of users eligible to use the Services provided by the Consultant under the Contract.

"Service Users" shall mean those users eligible to use the Services provided by the Consultant under the Contract.

The Parties acknowledge that the Consultant is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006.

14.1 The Consultant shall:

(a) ensure that all individuals engaged in the provision of the Services are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and

(b) monitor the level and validity of the checks under clause 14.2(a) for each member of staff.

14.2 The Consultant warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Consultant in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

14.3 The Consultant shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 04 have been met.

14.4 The Consultant shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the Service Users or children or vulnerable adults.

14.5 The Consultant shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service Users.

14.6 The Consultant shall maintain and keep up to date written policies and procedures on vulnerable adult protection and child protection. These shall comply with the current Department of Health guidance and also with guidelines/directions issued by the Camden Safeguarding Adults Partnership Board and/or the Camden Local Safeguarding Children Board and/or the Council as appropriate. They shall also be compatible with the London Multi-Agency Safeguarding Adults policy and procedures and London Child Protection procedure.

14.7 The written procedures and policies have been provided to the Council at or before the Commencement Date and the Consultant recognises that failure to provide such written procedures and policies to the satisfaction of the Council shall

constitute an irremediable material breach which shall constitute grounds for immediate termination in accordance with Clause 16.

14.8 The Consultant shall ensure that these policies are communicated to Consultant's employees (including volunteers, agents, third parties and sub-Consultants) and that appropriate training is provided in relation to them, with a focus on preventing abuse. Safeguarding shall be a regular item for discussion during staff supervision. The Consultant shall comply with the findings of the Camden Safeguarding Adults Partnership Board and the Camden Local Safeguarding Children Board and will cooperate with any investigation, including the disclosure of personal information relating to Service Users or Staff.

14.9 The Consultant should fulfil its legal obligations in obtaining all necessary Disclosure and Barring Service checks and checking employees against POVA (Protection of Vulnerable Adults) and POCA (Children) lists and make referrals to the POVA or POCA list and relevant national or local Safeguarding Authority where necessary and any other appropriate checks.

14.10 The Consultant, will ensure that it has appropriate procedures in place that support:

14.10.1 the immediate reporting of concerns to the Authorised Officer;

14.10.2 the encouragement of 'whistle blowing' where appropriate through clear procedures for Staff;

14.10.3 effective working practices and policies to prevent abuse and protect individuals, such as those on handling Service Users' money, providing receipts etc. Policies should highlight the inappropriate nature of private arrangements of any sort between the carer and the Service User, including the potential for gross misconduct;

14.10.4 other action necessary to support the Council's policies, including the possible mandatory participation in safeguarding strategy meetings, case conferences, establishment concern meetings and action.

14.11 The Consultant shall have in force a written policy of confidentiality that will address the needs of this Service User group. This shall ensure that personal information disclosed to the Service Consultant or named worker in the course of its work is treated by all employees as confidential. Such information shall only be disclosed in compliance with the Data Protection Act 1998 and common law duty of confidentiality. Where ever possible confidential information shall only be disclosed with the consent of the service user concerned (except where disclosure is required by law or to safeguard children and vulnerable adults at risk of harm). The Consultant shall further ensure that all employees are aware of and understand the importance of Confidentiality.

14.12 The Consultant shall allow the Council to verify at any time during the Contract Period that the Safeguarding provisions described above are fully implemented and that any policies referred to herein are up to date and shall provide the Council with all necessary assistance to conduct any checks in this regard. Any review of the Consultant's policies/procedures may also be dealt with during the regular Monitoring Meetings between the Parties.

15. Insurance

15.1 Without prejudice to its liability to indemnify the Council as aforesaid the Consultant shall take out and maintain with a reputable insurance company insurance against all loss of or damage to property of or injury to or death of persons arising out of or in consequence of its obligations under this contract and against all actions, claims, proceedings demands, costs and expenses in respect thereof for the following amounts:

15.1.1 Professional Indemnity insurance to a value of not less than £2 million.

15.1.2. Employers Liability insurance to a value of not less than £ 5 million (if employing members of staff to carry out the task on behalf of the organisation).

15.1.3 Public Liability insurance to a value of not less than £10 million.

15.2 The Consultant shall before the commencement of the contract and thereafter upon request produce to the Council a copy of the policies affecting the insurances referred to in clause 15.1 above together with documented evidence that such insurances are properly maintained.

16. Termination

16.1 The Council shall be entitled at any time and for any reason to terminate the Contract by giving 10 days' notice in writing to the Consultant. Provided that such termination is not due to any default by the Consultant the Council shall pay the Consultant:

16.1.1 for any work performed up to the date of the issue of the notice of termination; and

16.1.2 for any commitments, liabilities or expenditure properly and reasonably entered into by the Consultant for the performance of the Contract to the extent to which the same would otherwise represent an unavoidable loss to the Consultant because of the termination of the Contract.

16.2 If the Consultant shall be in breach of any of its obligations under the Contract the Council shall be entitled to give the Consultant notice in writing forthwith to remedy such breach.

16.3 If the Consultant shall fail to remedy such breach within 7 days of the receipt of such notice or such longer period as the Council may allow having regard to the nature of the breach the Council may forthwith terminate the Contract.

16.4 Upon such termination the Council shall be entitled to have the work unperformed by the Consultant performed by others and to recover from the Consultant the amount by which the costs incurred by the Council in completing the Contract exceed the sums due to the Consultant in respect of work properly performed by them up to the date of termination. On such termination the Consultant shall hand over to the Council all working papers which it has prepared in connection with the Project.

17. Bankruptcy and Liquidation

If the Consultant become bankrupt or insolvent or has a receiving order made against it or compounds with its creditors or being a corporation commences to be wound up (not being a member's voluntary winding up for the purposes of amalgamation or reconstruction) or has an administration order made against it or carry on its business under an administrator, a receiver a manager or liquidator for the benefit of their creditors or any of them, the Council shall be entitled forthwith to terminate the contract by notice to the Consultant or to any person in whom the Contract has become vested.

18. Disputes

18.1 If any disputes or difference shall arise between the parties out of or in connection with this Agreement then either party may give the other 7 days' notice in writing to resolve the dispute or difference through an Alternative Dispute Resolution (ADR) Procedure as recommended by the Centre for Dispute Resolution.

18.2 If the matter has not been resolved by the ADR procedure within 28 days of such notice having been received or if the other party will not participate in an ADR procedure then either party may give the other 14 days' notice to refer the matter to Arbitration. Such matter shall be referred to a single Arbitrator agreed between the parties within 14 days of such notice or in default of agreement as may be nominated by the President for the time being of the Chartered Institute of Arbitrators.

19. Law

19.1 The Parties accept the exclusive jurisdiction of the English Courts and agree that the Contract, and all non-contractual obligations and other matters arising from or connected with the Contract, are to be governed and construed according to English Law.

19.2 IN WITNESS of which the parties hereto have hereunto set their respective hands the day and year first above written

THE SCHEDULES

SCHEDULE 1 —THE PROJECT

S1.1 The general requirements expected of the Consultant are to provide project management of the taster programme to achieve the objectives.

S1.3. The Objective(s) of the Project shall be:

1. To identify and promote Camden's wide range of community activities, and the benefits of community activity and good citizenship for health and wellbeing
2. To offer a time-limited programme of one-off taster sessions for ASC day service users to try new things in a supported way without risk of losing existing services
3. To promote and pilot means of enabling effective use of:
 - direct payments including pooled personal budgets
 - user-led small group activity
4. To obtain feedback from participants to evidence whether better community engagement achieves positive outcomes for people
5. To use the taster programme to pilot improved assessment and signposting processes in the longer term to better meet individual day activity needs

SCHEDULE 2 — THE PROGRAMME

S2.1 The Consultant will be required to project manage a taster programme as follows:

Key Project Elements

1. Engagement with Community Activity Providers & Resources
 - Gathering information on activities
 - Establishing disability awareness and accessibility information
 - Getting provider agreement to host taster sessions for older and disabled people (with our staff support)
 - Compiling a taster programme of taster sessions over Spring/Summer 2015 with specific session times agreed with providers

- Working with Council colleagues to prepare promotion of direct payments, pooled personal budgets
- Working with the Communication & Community Engagement teams to prepare the publicity campaign
- Liaison with community groups which act as gateways/hubs or signposters to community activity, and who may be able to facilitate friendship groups or matching of people to share resources or activities
- Liaison with health navigators

2. Assessment & Person-Centred Day Activity Plans

Liaising with Adult Social Care who will be leading on the design and implementation of an assessment and outcomes monitoring framework (to be mainstreamed into Council day service functions following the taster programme), including:

- Developing assessment & outcome-focused day activity planning procedures and templates
- Training key day service staff in assessment, person-centred planning, researching/matching community activities
- Undertaking assessments & person-centred plans for day service users
- Designing taster session feedback form
- Designing review process to monitor outcomes

3. Taster Programme

- Coordinating programme of taster sessions with day services, activity providers, transport providers, communications & engagement
- Collating feedback

4. Programme Outcomes & Recommendations

- Report on outcomes
- Recommendations for mainstreaming the activity-matching and signposting function in the community.

Timescales

S2.2 The Project must be achieved by 31st July 2015.

SCHEDULE 3 — THE REPORT / CORPORATE GUIDANCE

S3.1 The Final Report must provide sufficient information to evidence outcomes achieved for individuals through engaging in meaningful, community-based day opportunities, and for the Council in promoting independence and community engagement and reducing social isolation.

SCHEDULE 4 — COUNCIL'S ACTIONS

S4.1 Project Team

Catherine Searle – Project Lead

Other Council officers to participate in a steering group as appropriate.

S4.2 Council Resources

S4.2.1 The Council will provide:

Access to the Council-owned and run day services and buildings within scope

IT access and meeting space at the Camden Council offices for use as required

Access to individual assessment and support plan information as appropriate

Access to project stakeholders, service staff members and service users involved in the project

Personal budgets (where applicable) for individual service users

SCHEDULE 5 — PAYMENT

S5.1 The Council will pay the Consultant the Contract Price of £[...] calculated as follows:

S5.2 The Council will pay the Consultant the Contract Price in the following manner:

**SIGNED FOR AND ON BEHALF OF
THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

..... (Sign)

..... (Name)

Authorised Officer:

**SIGNED BY FOR AND ON BEHALF
OF THE CONSULTANTS
ABC LIMITED**

..... (Sign).

..... (Name)

Director

..... (Sign).

..... (Name)

Director/Secretary Consultant for Project Agreement (Low Value) 4

DATED THE DAY OF XXX 2015

BETWEEN

MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN

AND

14.13 [INSERT COMPANY NAME]

CONSULTANCY AGREEMENT FOR THE COMMISSION OF A DAY
OPPORTUNITIES TASTER PROGRAMME FOR OLDER AND DISABLED
PEOPLE WHO LIVE IN THE BOROUGH OF CAMDEN