

THIS AGREEMENT is made on the day of 2003

BETWEEN

BRADFORD SOCIAL SERVICES (on behalf of Bradford Drug and Alcohol Action Team) of Olicana House, Chapel Street Bradford BD1 5RE (hereinafter referred to as "BSS") and

****NAME OF SERVICE PROVIDER AND ADDRESS**** (hereinafter referred to as the Service Provider)

WHEREAS IT IS AGREED THAT

- 1.1. BSS wishes to procure the services of the Service Provider for: brief description of service and the Service Provider will provide the Services on the terms and conditions herein contained.
- 1.2. The users of the services to be provided by the Service Provider shall live within the boundaries of the Bradford Metropolitan District Council area.
- 1.3 BSS is entering into this agreement under the provisions of the Bradford Area Child Protection Committee Policies and all other acts as listed in Appendix B.

NOW IT IS HEREBY AGREED as follows

2. PERIOD OF AGREEMENT

- 2.1 This Agreement shall commence on and shall continue until unless terminated earlier in accordance with Paragraphs 6.5.7, 16.1, 16.2 and 16.3. and 16.4.
- 2.2 The duration of this Agreement for the provision of the Services may, by consent of both parties in writing, be extended for such periods as may be agreed.

3. STATUS OF SERVICE PROVIDER

- 3.1 In carrying out this Agreement the Service Provider is acting as a direct provider.
- 3.2 During the term of this Agreement the Service Provider shall be an independent contractor and not a servant of the Bradford BSS. The Service Provider's Management Committee shall be responsible for financial management, staffing and for day-to-day service delivery and employment matters.
- 3.3 This Agreement does not preclude the Service Provider entering into similar Agreements with other bodies, providing that the delivery of the services under this Agreement is not prejudiced.
- 3.4 Financial management arrangements will be carried out by the Young People's Substance Misuse Commissioner who will hold management responsibility for the budget and the collection of all financial data pertaining to the services commissioned by the Young People's Commissioning Group.

4. STATUS OF THE AGREEMENT

- 4.1 This Agreement shall be deemed as legally binding by both parties.

4.2 This Agreement shall take effect in substitution for all previous agreements and arrangements whether written, or oral, between BSS and the Service Provider relating to the employment of the Service Provider and all such agreements, and arrangements; relating to the Services to be provided as detailed in Appendix A, shall be deemed to have been terminated by mutual consent with effect from the date hereto.

5. PROVISION OF SERVICES

5.1 The Service Provider agrees to provide the Services specified in the attached Appendix A, to the reasonable satisfaction of BSS and the Service Provider shall use the highest standard of skill and care which is ordinarily exercised by experienced and competent Service Providers performing the services of a similar nature to the Services.

5.2 The Service Provider shall comply fully with its obligations set out under this Agreement and the attached Appendices

6. STAFFING RESOURCES

6.1 The Service Provider shall ensure that the required staffing as specified in attached Appendix A, are in place and maintained during the period of this Agreement.

6.2 The Service Provider shall ensure that resources required in providing the agreed Services are in place and maintained during the period of this Agreement.

6.3 The Service Provider will endeavour to ensure that cover is provided in the case of any member of staff's authorised absence (excepting annual leave) so as to fulfil its obligations under this Agreement.

6.4 Where such authorised absence is long term then the Service Provider shall report such instances to the BSS immediately on becoming aware of such long term absence so that a jointly agreed course of action may be sought.

6.5 The Service Provider shall ensure that their employees, or agents, engaged for the performance of the services at all times carry appropriate identification and that they are sufficiently qualified, experienced and trained and instructed with regards to the proper execution of the Services, in particular in relation to: -

6.5.1 the task or tasks they will perform;

6.5.2 the rules, procedures, and standards of the Services to be performed, and

6.5.3 all relevant Regulations, Orders and Acts, and also in relation to relevant Health and Safety at Work issues.

6.5.4 BSS shall be entitled to request that an employee or agent of the Service Provider whom BSS reasonably believes is acting in a manner detrimental to the provision of the Service is dealt with under the Service Provider's Disciplinary and Grievance Procedure. A copy of which is attached as Appendix F. The Service Provider will invoke its said procedure promptly and keep BSS informed at all stages of the proceedings.

6.5.5 Where the nature of the concern against the employee or agent involves allegations of physical, and/or sexual, and/or serious financial irregularities then BSS shall be entitled to request that the person concerned is removed from the provision of the Service forthwith pending investigation under the Disciplinary and Grievance procedure and the Service Provider shall comply with BSS request.

- 6.5.6 The Service Provider shall comply specifically with Bradford's Area Child Protection Committee policies, and all other policies as set out in Appendix B
- 6.5.7 If the Service Provider fails to comply with its own Disciplinary and Grievance Procedure and/or fails to remove any person in accordance with clause 6.5.5 above, BSS shall be entitled to terminate this Agreement forthwith.
- 6.6 Owing to the nature of the service, the employees of the Service Provider may be exempt from the provisions of Section 4.2 of the Rehabilitation of Offenders Act 1975 (exemptions) Order 1975. The Service Provider shall ensure that all employees engaged in the performance of the Service provide information in accordance with the said Act and Order, about convictions which for other purposes are 'spent' under the provisions of the said Act.
- 6.7 The Service Provider shall ensure that all employees engaged in the performance of the service are police checked and the results notified to BSS.

7. INFORMATION

- 7.1 The Service Provider shall maintain service related records and relevant referral details as agreed by the parties consistent with the service specification attached as Appendix A for the BSS's inspection and the Service Providers internal use.

8. CONFIDENTIALITY

- 8.1 The Service Provider shall keep this Agreement and information acquired as a result of operating this Agreement confidential. Any disclosure of such information to a third party shall only be made with the prior written agreement of BSS.
- 8.2 The Service Provider shall comply with the provisions of the Data Protection Act 1998.
- 8.3 Each party shall provide such assistance to the other party as is necessary so that the other party can comply with its obligations under the Freedom of Information Act 2000.

9. QUALITY ASSURANCE

- 9.1 The Service Provider shall develop a quality assurance system consistent with the requirements set out in attached Appendix B.

10. REPRESENTATIONS AND COMPLAINTS

- 10.1. The Service Provider shall operate a procedure for dealing with representations and complaints about the Services as set out in Appendix B.
- 10.2 The Service Provider shall also inform all users and their carers of their rights of complaint to BSS direct, and all information shall be provided by the Service Provider to users and their carers in order for them to access the Bradford Social Services Complaints Procedure.
- 10.3 Any complaint received by BSS may be referred to the Service Provider who shall fully investigate the complaint within a reasonable time scale and provide BSS with a full investigation report and actions proposed/taken in the light of the report.
- 10.4 BSS shall retain the right of directly investigating any complaints from service users and their carers. In such a case the Service Provider shall give the investigating officer full access to all relevant documents, files and information and shall allow them to interview any personnel in the

Service Providers employment, or any member of the Service Providers Management Committee in order to carry out their investigation effectively.

11. EQUAL OPPORTUNITIES

- 11.1 The Service Provider shall in performing this Agreement comply with the provisions of the Race Relations Act 1976, Race Relations Amendment Act 2002, Sex Discrimination Act 1975, Disability Discrimination Act 1995, and European Employment Directive 2002 and all other anti discrimination legislation in force now or in the future.
- 11.2 The Service Provider shall operate the Equal Opportunities Policy set out in Appendix B

12. HEALTH AND SAFETY

- 12.1 The Service Provider has a duty of care under the Health and Safety at Work etc. Act (HSWA) 1974 for the health, safety and welfare of employees and/or other people that may be affected by the Service Provider's activities or acts of omission.
- 12.2 The Service Provider shall carry out a suitable and sufficient assessment, as is required by the Management of Health and Safety At Work Regulations 1992 (MHSAWR 1992), of the risks to the health and safety of persons not in his/her employment arising out of or in connection with the conduct by him of his/her undertaking.
- 12.3 The Service Provider shall make an assessment of the risks to the health and safety of his/her employees to which they are exposed whilst they are at work. The purpose of the risk assessment is to identify the hazards to which employees and any other persons are exposed and to determine what measures to take to comply with the HSWA 1974, the MHSWAR 1992 and any other relevant legislation.

13. ASSIGNMENT AND SUB-CONTRACTING

- 13.1 The Service Provider shall not:
- 13.1.1 Assign the Agreement or any part thereof of the benefit or advantage of the Agreement or any part thereof.
- 13.1.2 Sub-contract the provision of the Service or any part thereof to any person without the previous written consent of BSS. Consent shall be in the discretion of BSS and if given, shall not relieve the Service Provider from any liability of obligation under the Agreement. The Service Provider shall be responsible for the acts, defaults or neglect of any sub-contractor or his agents or employees in all respects as if they were the acts, defaults or neglect of the Service Provider or his agents, or employees.
- 13.1.3 BSS shall be entitled to assign the benefit and/or burden of this Agreement or part thereof on giving reasonable notice to the Service Provider.

14. INSURANCE

- 14.1 The Service Provider shall be liable for and shall indemnify and keep indemnified BSS against injury to or death of any person or loss or damage to any property which may arise out of the action, default or negligence of the Service Provider, their servants or agents in the performance of this Agreement. Against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where any of the foregoing is due to the negligence of BSS, its employees or agents.

14.2 Without prejudice to the liability to indemnify BSS under paragraph 14.1 of the Agreement, the Service Provider shall maintain such insurance as are necessary to cover liability of the Service Provider in performing the service. The Service Provider shall, upon demand, produce for inspection, the relevant policy or policies of insurance, together with receipts in respect of premiums paid as and when required by BSS. For this purpose a current certificate of insurance will be adequate proof.

15. FEES/PAYMENTS

15.1 Subject to the Service Providers meeting the obligations set out in this Agreement BSS will make payments to the Service Provider as set out in Appendix B

15.2 BSS shall endeavour to pay the Service Provider an annual inflationary increase, the rate of which will be decided by Young Person's (Substance Misuse) Commissioning Group

15.3 BSS will make its payments for each year in four equal instalments. Payments will be made within 30 days of receipt of a detailed invoice in respect of the Services properly carried out from the Service Provider, which should reach the Young Person's Substance Misuse Commissioner at least two weeks before the due date. The invoice shall show or have attached all information necessary to support the invoiced amount therein including all relevant time sheets or schedules. Instalments will be due for payment in April, July, October and January, in each financial year. The invoice for October payment will be accompanied by a set of the organisation audited accounts for the previous financial year.

15.4 Any payment which the Service Provider has not committed, for the purpose of this Agreement, by 31st March of each year may be subject to "claw back" by BSS. (If not agreed by BSS for improved service under the Best Value requirements), together with interest that the Service Provider may have accrued on them. The mechanism for "claw back" will either be the offsetting of the amount due to BSS against future payment or the repayment of this amount by the Service Provider. BSS will consult the Service Provider before exercising this option.

16. TERMINATION AND AMENDMENTS

16.1 Either party may terminate this Agreement by giving three months notice in writing to the other party, where there is serious or persistent failure by the other party to fulfil its obligations under the terms of the Agreement (except where a matter is being dealt with under Disagreement and Dispute Procedures.) and which if capable of being remedied has not been remedied within 4 weeks of a written notice to remedy the same.

16.2 Notwithstanding the provision of clause 16.1 either party to this Agreement shall be entitled to determine the Agreement upon giving the other party six months notice in writing. BSS, providing the services are delivered to its reasonable satisfaction will pay all instalments up to the date of termination to the Service Provider.

16.3 BSS acknowledges that the Service Provider may be dependent upon the continuing support, financial or otherwise, of other persons or organisations (including volunteers) and that if such support is withdrawn or resources cease to be available, the Service Provider may be unable to fulfil its obligation under this Agreement. In such circumstances the Agreement may be adjusted or terminated within such period as the parties agree.

16.4 BSS shall be entitled to cancel the Agreement and recover from the Service Provider the amount of any loss, resulting from the cancellation. If the Service Provider shall have offered or given or agreed to give to any person, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do any action in relation to the obtaining or execution of the Agreement. Or any other agreement with BSS, or for showing or forbearing to show favour or disfavour to any person in relation to the Agreement with BSS, or

any other Agreement with BSS, or if the like acts shall have been done by any person employed by the Service Provider or acting on his behalf (whether with or without knowledge of the Service Provider) or, if in relation to any Agreement with BSS, the Service Provider or any person employed by him or acting on his behalf, shall have committed any offence under the Prevention of Corruption Acts 1889-1916 or shall have given any fee or reward, the receipt of which is an offence under Section 117 of the Local Government Act 1972.

- 16.5 If the Agreement is terminated under clause 16.4 BSS may procure the provision of the Services until it is satisfied that the Service Provider is able to carry out the Services in accordance with these conditions provided always that if the cost to BSS of procuring such Services exceeds the amount that would have been payable to the Service Provider for procuring such Services such excess shall be paid by the Service Provider to BSS in addition to any other sums payable by the Service Provider to BSS in respect of the breach of Agreement.
- 16.5 Upon termination of this Agreement any money which has been paid to the Service Provider in advance shall be immediately repayable to BSS on a pro rata basis.
- 16.7 The Service Provider shall upon termination immediately deliver up to BSS all correspondence documents, specifications, papers and property belonging to BSS which may be in its possession or under its control and which BSS may require for the completion of the Services.

17. DISAGREEMENT AND DISPUTE PROCEDURES

- 17.1 Both parties shall use their reasonable endeavour to resolve any disagreements between them in relation to the operation of this Agreement in the course of the day to day liaison.
- 17.2 Disagreement which cannot be resolved in the course of day to day liaison should in the first instance be addressed by a special meeting between the Authorised Representatives of both parties, and involving any other appropriate parties.
- 17.3 Where a dispute is not resolved through the above mechanisms, the aggrieved party shall be entitled to serve notice of intention to take matters in the dispute to arbitration. If the other party concurs with the notice, an arbitrator agreed by both parties shall be asked to adjudicate.
- 17.4 Where an agreement on an arbitrator is not reached, within four weeks of the serving of a notice under para 17.3 above, the aggrieved party shall be at liberty, upon notice, to appoint an arbitrator recommended by the Chartered Institute of Arbitrators.
- 17.5 A matter referred to arbitration shall be considered in accordance with the Arbitration Act, 1996 or any statutory modification or re-enactments of it.

18. MONITORING AND REVIEW PROCEDURES

- 18.1 The Agreement shall be monitored and reviewed in terms of service objectives, resource allocations, activity levels, performance and quality assurance arrangements as set out in Appendix B

19. WAIVER

- 19.1 Failure by BSS at any time to ensure provisions of this Agreement or to require performance by the Service Provider of any of the provisions of this Agreement shall not be construed as a waiver of any such provisions and shall not affect the validity of the Agreement or any part thereof or the right of BSS to enforcement of any of the terms.

20. SEVERABILITY

- 20.1 In the event that any of the terms contained herein are determined to be invalid or unenforceable to any extent, such terms shall be severed from the body of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by governing law.

21. BEST VALUE AND CONTINUOUS IMPROVEMENT

Bradford Drug and Alcohol Action Team have a duty to meet the Best Value requirements as laid down in the Local Government Act 1999. There is a requirement for continuous improvement and Best Value targets and local performance indicators will be set in respect of most BSS services. As a result, the Services will be reviewed on a year by year basis and may be amended so that they meet the Best Value targets and local Performance Indicators. The Service Provider will be consulted fully during this process.

22. NOTICES

Any demand, notice, or other communication required to be given thereunder shall be sufficiently served if served personally on the addressee, or if sent by prepaid first class recorded delivery post, by telex, electronic mail or facsimile transmission to the registered office or last known address of the party to be served therewith and if so sent shall, subject to proof to the contrary, be deemed to have been received by the addressee on the second business day after the day of posting or 24 hours after successful transmission, as the case may be.

23. CONTRACTS (RIGHTS OF THRID PARTIES) ACT 1999

- 23.1 It is hereby expressly agreed that the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this Agreement or any variations thereto.
- 23.2 In the event that the Service Provider is permitted to sub-contract this Agreement or part thereof, the Service Provider shall ensure that the agreement between itself and the subcontractor, gives BSS rights under the Contracts (Rights of Third Parties) Act 1999. Details of such rights (if any) will be given by BSS at the time any such permission may be given.

24 HUMAN RIGHTS

- 24.1 Both parties shall ensure that they will comply with the provisions and requirements of the Human Rights Act 1998 in their respective obligations under this Agreement.

25.0 FORCE MAJEURE

- 25.1 Both parties shall be released from their respective obligations in the event of a national emergency, fire, flood, terrorist action, explosion, act of war, prohibitive government regulation, industrial action or any other cause beyond the reasonable control of the parties or either of them and not due to their negligence, which renders the performance of this Agreement impossible ("Force Majeure").
- 25.2 During the period of the Force Majeure, the obligations of both parties under this Agreement will be suspended.

26. DESIGNATED REPRESENTATIVES

- 26.1 BSS shall appoint an Authorised Officer who shall have the authority to act on behalf of BSS for all purposes connected with the Agreement. BSS shall also appoint an Authorised Representative to act should the Authorised Officer not be available.

26.2 The Service Provider shall nominate a Representative to act at the commencement of the Agreement who shall be empowered to act on behalf of the Service Provider for all purposes connected with the Agreement which will include but not limited to:

- (i) Managing the provision of the Services;
- (ii) Attending meetings with the Authorised Officer to review the provision of the Services
- (iii) Providing all information and documentation reasonably required by BSS in respect of the Services for the performance of its duties.

26.3 BSS reserves the right to reject the appointment of any person as the Service Provider Representative who does not in the opinion of BSS have appropriate experience in the management of services similar to the Services or who is otherwise unsuitable for such appointment.

26. VARIATION

26.1 Variations to this Agreement will only be effective if they are agreed in writing jointly by the parties.

REVIEW MEETINGS AND MANAGEMENT INFORMATION

The Service Provider shall submit management information reports to BSS on a three monthly basis. The content of such reports shall be agreed between the parties following execution of the Agreement. Both parties to meet on a quarterly basis to review and discuss any issues relating to the performance of the Agreement

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with English Law. In respect of any dispute under or arising out of the Agreement, BSS and the Service Provider thereby agree to submit to the jurisdiction of the English Courts.

In witness whereof the below mentioned officers have duly executed this Agreement who are respectively duly authorised to enter into this Agreement.

**Signed by and on
behalf of the
Young Person's Commissioning Group**

Post Held

Date

**Signed by and on
behalf of the
Young Person's Commissioning Group**

Date

**Signed by and on
behalf of the
SERVICE PROVIDER**

Post Held

Date
