

CONTRACT

between

WORCESTERSHIRE COUNTY COUNCIL
("The Council")

of

County Hall
Spetchley Road
Worcester
WR5 2NP

and

("The Service Provider")

of

for

Contract Number

Sample

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Sample



THIS CONTRACT IS MADE ON THE

BACKGROUND

() have been awarded funding of £..... from the Learning Disability Development Fund for a (). This Contract sets out arrangements relating to the use of the funding

()

IT IS AGREED BETWEEN THE COUNCIL AND THE SERVICE PROVIDER AS FOLLOWS:

1. Interpretation and Definitions

- 1.1 Any reference in this Contract to any enactment, order, regulation or similar instrument shall be deemed to include a reference to any amendment, modification or re-enactment thereof.
- 1.2 Any reference in this Contract to a Council policy, procedure or document shall be deemed to include a reference to any successor policy, procedure or document which the Council has made available to the Service Provider.
- 1.3 When they are used in this Contract, the terms and expressions in the first column below shall have the meanings set out in the second column.

“The Parties” <i>means</i>	The Council and the Service Provider.
“The Service” <i>means</i>	The actions and outcomes detailed in the Service Provider’s application for funding from the Learning Disability Development Fund for 2009/010
“Service Users” <i>means</i>	Any person receiving a service under this Contract.
“Application” <i>means</i>	The Application submitted by the Service Provider for funding against the Learning Disability Development Fund 2009/20010

- 1.4 The Parties agree that the General Conditions of Contract in Appendix 2 shall apply to this contract.
- 1.5 This Contract which embodies any Appendices and Schedules annexed hereto comprises the entire Contract between the Council and the Service Provider and supersedes all other oral and written understandings and agreements with respect to all matters referred to.

2. Start Date and Duration

This Contract shall commence on () and end on () unless ended under the provisions of the Termination Clause in Appendix 2 or by the written agreement of both parties.

3. Authorised Representatives and Contact Points

- 3.1 The Authorised Representatives and Contact Points for the Parties shall be as listed in Appendix 1. Any notification from one party to the other under this Contract should, except where otherwise detailed in the Contract or otherwise notified by one party to the other, be made to the Authorised Representative.
- 3.2 The Parties shall notify each other in writing of any changes to the Authorised Representatives or the Contact Points

4. Responsibilities of the Service Provider

The Service Provider shall:

- 4.1 Provide the Service as detailed in the Application for Funding;
- 4.2 Recruit and employ in accordance with the Council's requirements as detailed in Appendix 3, suitably skilled, trained and experienced paid staff and/or volunteers to provide the Service.
- 4.3 Assist the Council to monitor and review the Service by submitting:
- A written report informing the Council of the progress of the project, any identified risks and how the Service Provider intends resolving them 6 months from the commencement of the Contract.
 - A written report outlining how the funding provided has been used for the purpose outlined in the Application and how the Outcomes identified for Service Users have been achieved, within 28 days following the end of this Contract, along with a completed Income and Expenditure form covering the period of this Contract.
- 4.4 Immediately notify the Council of the receipt from any statutory agency of any report or notice, which is relevant to the Service.
- 4.5 Immediately notify the Council, in accordance with Clause 4 of Appendix 2 of any allegation or suspicion of abuse of a vulnerable adult.
- 4.6 Immediately notify the Council of any serious complaint received about delivery of the Service and routinely notify the Council, as required in Appendix 2, of all other complaints received and action taken.
- 4.7 Assist the Council in investigating complaints about the Service by attending meetings and giving Council Officers access to staff and records.
- 4.8 When reasonably requested by the Council in writing, remove from the provision of the Service any specified staff member or volunteer whom the Council believes to be unsuitable to provide the Service.
- 4.9 Use the funding for the purpose outlined in the Application and, on demand by the Council, repay any amount used for another purpose without the Council's prior written agreement.
- 4.10 Not use any part of the funding to fund any accumulated deficit.

- 4.11 Notify the Council in writing of any funding received from another source towards the purpose outlined in the Application.
- 4.12 Retain evidence of how the funding has been spent for a period of 6 years from the end of this Contract.

5. Responsibilities of the Council

The Council shall:

- 5.1 Subject to having received from the Service Provider and due information in respect of any previous Learning Disability Development Fund allocated by the Council, the Council shall make full payment of £() to the Service Provider within 30 days of receiving two signed copies of the Contract and the completed BACS Form.
- 5.2 Give the Service Provider notification of further funding opportunities and how to apply at least 3 months prior to the end of Contract.
- 5.3 Keep the Service Provider updated about relevant changes to local policy, guidance and procedures relevant to the Service.

6. Information about Service Users

6.1 The Service Provider shall:

- i) Supply to the Council, on an ad-hoc or periodic basis as requested, basic details about service users eg name, address, date of birth, ethnic status, service received, service dates.
- ii) Have in place and operate procedures to inform service users about the organisation's policy for handling confidential information and obtain their consent to the provision of information under i) above.

6.2 The Council shall:

- i) Ensure that any information requested under this clause:
- is kept to a justifiable minimum
 - does not breach Data Protection or any other relevant statutory requirement.

Signed on behalf of the Service Provider

Name

Designation

Signature

Signed on behalf of the Council

Name

Designation

Signature

Sample