

DATED

2023

THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF SOUTHWARK

and

[]

AGREEMENT FOR THE PROVISION OF
FAMILY GROUP CONFERENCE COORDINATOR
(CONTRACT NUMBER DN323115)

Director of Law and Governance
Southwark Council
160 Tooley Street
London SE1 6LX

2023

(1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of the 160 Tooley Street, London, SE1 2QH (hereinafter referred to as **“the Council”**)

(2) [] whose registered office is situated at [] (company registration number [] (hereinafter referred to as the “**Service Provider**”).

WHEREAS

- (A) The Council requires the provision of the Services (as defined in Condition 1).
- (B) The Service Provider agrees to perform the Services under the terms and conditions contained herein provided always that the Council shall abide by the same terms and conditions.

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. INTERPRETATIONS AND DEFINITIONS

- 1.1 In this Agreement, except where the context otherwise requires, the following words and phrases shall have the following meanings:-

Agreement means the agreement concluded between the Council and the Service Provider comprising the contract conditions set out herein together with the schedules attached hereto.

Authorised Officer means **Daniel Woods** or such other person as the Council may appoint from time to time for the purpose of managing performance of this Agreement;

Best Value means the Council's duty to ensure continuous improvement in the way in which its functions are exercised having regard to:

- (a) economy, efficiency and effectiveness as that duty is defined in the Local Government Act 1999 and related regulations and guidance; and
- (b) the Council's objectives including (but not limited to) providing equality of opportunity, and promoting environmental sustainability and

regeneration;

each of which shall be considered and assessed with regard to every element of the Services;

Commencement Date	means xxxx 2023 or such alternative date as may be agreed between the Parties in writing on which the provision of the Services is to start;
Contract Documents	means the contract documents incorporated in or referred to in this Agreement and listed in 1.4 hereof
Contract Manager	Means [] or such other person as the Service Provider may appoint from time to time for the purpose of managing performance of this Agreement;
Contract Price	means the sums, as stated in Schedule 2, that are payable by the Council to the Service Provider for the provision of the Services;
Directive	Means the European Acquired Rights Directive 77/18;
Intellectual Property Rights	shall include the rights of ownership in respect of all manner of intellectual property rights (including, without limitation, patents, trade marks and service marks, copyright and design rights) and know-how;
Key Performance Indicator (KPI)	means where any Service is subject to a specific KPI, the Service Provider shall provide that Service in such a manner that is equal to or higher than the task specified
London Living Wage	means the basic hourly wage of £11.95 (before tax, other deductions and any increase for overtime) as may be updated from time to time by the Greater London Authority;
Managing Authority	Means the person or body with responsibility for the hospital, care home or sheltered housing unit in which the Service User(s) reside
Payments	means the payments of the Contract Price which may be made under this Agreement to the Service Provider by the Council, in accordance with Clause 10 and Schedule 2, in consideration of the provision of the Services by the Service Provider;
Period of Agreement	means the period referred to in Condition 2 (Commencement and Duration) during which this Agreement is of effect including where applicable any such

extension of that period in accordance with Condition 2.

Regulations	means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
Service(s)	means such services as are provided in order to meet the requirements described in the Specification;
Service User(s)	That person or persons to who the Services are directly provided
Special Conditions	means the special conditions set out in Schedule 3 of this Agreement
Specification	means the detailed description of the Service(s) as set out in the attached Schedule 1 that the Service Provider agrees to provide.

- 1.2 Unless the context requires otherwise words in the singular shall include the plural and vice versa.
- 1.3 Where the Service Provider is more than one person those persons shall be jointly and severally liable under the Agreement.
- 1.4 The following documents shall be deemed to form and be read and construed as part of this Agreement:
- List of documents in order:
1. These terms and conditions of Agreement;
 2. Special Conditions, included in Schedule 3
 3. Contract Sum and payment, included in Schedule 2
 4. The Specification, included in Schedule 1
- 1.5 In the event of any conflict or inconsistency arising between any of the Contract Documents, unless expressly indicated to the contrary, the order of priority of the Contract Documents is deemed to be the order in which they are listed in Clause 1.4 above.

2. COMMENCEMENT AND DURATION

- 2.1 This Agreement shall commence on the Commencement Date and shall continue for a period of **one year until xxxx 2024** unless terminated earlier in accordance with the terms of this Agreement.

3. SERVICE PROVIDER'S OBLIGATIONS

- 3.1 The Service Provider shall carry out the Services in compliance with this Agreement and all relevant legislation and any additional instructions or

directions which may reasonably be issued by the Authorised Officer during the Period of the Agreement.

- 3.2 The Service Provider undertakes to deliver the Service with due professional skill, care and diligence and with good faith and in accordance with the Specification and any written instructions of the Authorised Officer.
- 3.3 Not used.
- 3.4 The Service Provider undertakes to provide at its own expense such assistance and information as may be required by the Council to enable the Council to fulfil its obligations under any applicable legislation including (without limitation) information relating to the Council's duty to provide Best Value.
- 3.5 The Service Provider undertakes not to offer or give any gift, reward or benefits to any person connected with the Council to induce favours of any kind.
- 3.6 In the event that anything is done or not done by the Service Provider which affects or may affect its compliance with this Agreement and/or legislation, the Contract Manager shall notify the Authorised Officer immediately.
- 3.7 In the provision of the Services the Service Provider shall only utilise such members of its staff who have sufficient skill qualifications and experience.
- 3.8 Where the Services involve contact with children or vulnerable adults or the handling of sensitive data or financial records the Service Provider shall ensure all staff have up to date enhanced Disclosure and Barring Service (DBS) disclosure.
- 3.9 Without prejudice to any other provision of this contract, the Service Provider shall:
 - 3.9.1 ensure that none of its employees engaged in the provision of the Services is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage (unless otherwise directed by the Council).
 - 3.9.2 provide to the Council such information concerning the payment of the London Living Wage to its employees or to the employees of its sub-contractors engaged in the provision of the Services as the Council may reasonably require from time to time; and
 - 3.9.3 co-operate and provide all reasonable assistance to the Council in monitoring the effect of the London Living Wage on the quality of service provided under this Agreement.
- 3.10 The Service 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 Council to terminate the Contract with immediate effect.

4. COUNCIL'S OBLIGATIONS

- 4.1 The Council shall make Payments claimed by the Service Provider in accordance with Clause 10 below provided that the Service Provider has complied with the provisions of this Agreement.

5. WARRANTY and INDEMNITY

- 5.1 The Service Provider warrants that:
- 5.1.1 all information communicated to the Council by the Service Provider is true, complete and accurate;
 - 5.1.2 suitable staff and resources are available to carry out the Service in accordance with the Specification;
 - 5.1.3 it will not infringe any third parties' Intellectual Property Rights in performing the Services;
 - 5.1.4 It has or has made arrangements to ensure that it will obtain all necessary consents, licences and permissions to enable it to carry out the Services and will throughout the Period of Agreement maintain all such consents, licenses and permissions.
- 5.2 The Service Provider shall be liable for and shall fully indemnify the Council, its officers, employees and agents against all liabilities, damages, costs, losses, claims, demands and proceedings arising from any deliberate or negligent act, default omission and or breach of this Agreement by the Service Provider or any of its sub-contractors or employees except to the extent that it might arise out of any act of wilful default or negligence by the Council.
- 5.3 The Service Provider's liability to the Council under Clause 5.2 above shall be without prejudice to any other right or remedy available to the Council.

6. INSURANCE

- 6.1 During the Period of Agreement and for six years thereafter the Service Provider shall maintain appropriate and adequate insurance policies with a reputable insurer to cover its liability for the provision of the Service under this Agreement and including if the circumstances require:

- 6.1.1 employer's liability to comply at least with the requirements: of the Employer's Liability (Compulsory Insurance) Act 1969;
 - 6.1.2 public liability of not less than £5 million in respect of any one act, or occurrence or series of acts or occurrences throughout the Period of the Agreement;
 - 6.1.3 such other insurance as the Council reasonably deems necessary having regard to the nature the Services.
- 6.2 Upon request by the Council the Service Provider shall provide copies of policies and evidence of payment of premiums.

7. SUB-CONTRACTING

- 7.1 The Service Provider shall not assign or sub-contract any part of the performance of the Services without the written consent of the Council.
- 7.2 Where any part of the performance of the Services has been sub-contracted by the Service Provider the Service Provider shall remain primarily liable to perform this Agreement in accordance with its terms.

8. MONITORING

- 8.1 The Service Provider will comply with all reasonable instructions or requests from the Council in connection with the delivery of the Services in respect of performance monitoring.
- 8.2 In the day to day operation of this Agreement the Council will be represented by the Authorised Officer.
- 8.3 During the Period of Agreement the Service Provider will submit to the Authorised Officer reports and audited accounts in accordance with the procedures issued by the Council from time to time and as stated in the Specification
- 8.4 The Service Provider will maintain a sound system of internal financial controls.
- 8.5 Monitoring meetings between the Council and the Service Provider will take place at such times as the Council may reasonably require and or as stated in the Specification and annually in any event to review the performance of the Service Provider and its compliance with the terms of this Agreement.
- 8.6 The Service Provider will make available at any reasonable time for inspection or audit by the Council relevant documents and such other information as may be requested by the Council.

9. VARIATIONS

- 9.1 Either party shall be entitled to issue to the other party, a notice in writing proposing a variation of any part of the Service.
- 9.2 No variation shall have effect unless or until the other party has indicated that the proposal is acceptable to it, by giving notice in writing to that effect.
- 9.3 The valuation of the modification made pursuant to this Condition 9 shall be agreed between the parties.
- 9.4 If reasonably required by the Authorised Officer, the Service Provider shall prepare a detailed price estimate of the cost of any proposed variation, including a breakdown of how the costing has been calculated. Such estimate shall be provided to the Authorised Officer without charge to the Council.
- 9.5 For the avoidance of any doubt, no increase in the Payment or additional payment shall be made to the Service Provider in respect of a variation if there is either an equivalent compensating reduction or an equivalent compensating reorganisation of any other part of the Service.

10. PAYMENT

- 10.1 In consideration of the provision of the Services by the Service Provider the Council shall pay the Service Provider sums due of the Contract Price within thirty (30) working days of receipt of a correct invoice submitted for Services previously rendered and properly performed in accordance with this Agreement.
- 10.2 All Payments made shall be exclusive of Value Added Tax (VAT) chargeable in respect of the provision of services to which the Payment relates unless VAT is included in the claim with a proper VAT invoice.
- 10.3 In the event of failure by the Council to pay sums due within the said period, interest shall be payable on the sums due at 3% (three percent) per annum above the base rate for the time being of the Co-operative Bank plc calculated on a daily basis.

11. SET OFF

- 11.1 Whenever any sum of money becomes payable by the Service Provider to the Council the same may be deducted from any sum due to the Service Provider under this Agreement or any other contract with the Council.

12. NON-PERFORMANCE

- 12.1 The Service Provider shall notify the Council immediately of any difficulties that arise and affect the delivery of the Services in accordance with the Specification.

- 12.2 The Council (or its Authorised Officer) shall provide notice in writing to the Service Provider if it determines that the Services or any part of them have not been carried out in accordance with this Agreement.
- 12.3 The Service Provider and the Council shall endeavour to find a mutually agreeable solution to overcome any difficulties that affect the provision of the Service.
- 12.4 In the event that there is no agreement on a solution and the Service Provider fails to deliver the Service the Council may, after providing notice in writing to the Service Provider, do one or more of the following:
- 12.4.1 Require the Service Provider to remedy the default within a specified time scale;
 - 12.4.2 Make such deductions from the payment due to the Service Provider as the Authorised Officer shall reasonably calculate as compensation to the Council in respect of the Service Provider's failure and damage so caused;
 - 12.4.3 Terminate part of the Agreement;
 - 12.4.4 Terminate the whole of the Agreement in accordance with Clause 13 where the failure to perform is a breach of the Agreement which is incapable of remedy.
- 12.5 Any expenses incurred which are in addition to the cost of the relevant part of the Services arising as a consequence of the Service Providers failure to perform its obligations under this Agreement shall be recovered from the Service Provider in accordance with Condition 11 (Set Off).

13. TERMINATION

- 13.1 This Agreement may be terminated by written notice with immediate effect if:
- 13.1.1 the Service Provider commits a breach of this Agreement, and fails to remedy such breach (if capable of remedy) within the timescales stated in a notice in accordance with clause 12.4.1 by the Council on the Service Provider stating the breach; or
 - 13.1.2 the Service Provider commits a breach of this Agreement which is incapable of remedy
 - 13.1.3 the Service Provider becomes insolvent or enters into administration, or has a receiver or liquidator appointed or ceases to trade or makes an arrangement with its creditors to pay any debt; or

- 13.1.4 the Service Provider is prevented from providing the Service (or any part thereof) for a period of longer than thirty days for reasons beyond its reasonable control.
- 13.2 Notwithstanding the provisions of Clause 13.1 above, the Council shall be entitled to terminate this Agreement on giving the Service Provider not less than three months notice in writing.
- 13.3 If the Council has to make alternative arrangements for the continued provision of the Service following the termination of this Agreement due to any reason under Condition 13.1, the Service Provider shall co-operate with the Council in any way required by the Council to ensure that there is an orderly transfer of responsibility from the Service Provider to the Council or to another organisation named by the Council.
- 13.4 The exercise of rights to terminate this Agreement shall not affect any existing rights or obligations of either Party

14. COMPLAINTS

- 14.1 The Service Provider shall operate a complaints procedure, in a form approved by the Council for handling complaints from third parties in connection with the Service.

15. EQUAL OPPORTUNITIES

- 15.1 The Service Provider shall abide by the principles set out in the Council's Equality and Cohesion Charter and operate an equal opportunities policy (in a form to be approved by the Council).
- 15.2 The Service Provider shall at the Council's request complete all equal opportunities monitoring forms provided by the Council.
- 15.3 Notwithstanding the generality of clause 15.1 the Service Provider shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment, including but not limited to the Equality Act 2010 and the Human Rights Act 1988.
- 15.4 The Service Provider shall take all reasonable steps to secure the observance of clause 15.3 by all servants, employees or agents of the Service Provider and all suppliers and sub-contractors employed in performance of this agreement.

16. HEALTH AND SAFETY

- 16.1 The Service Provider shall take all necessary steps to secure the health

safety and welfare of all persons associated with or affected by the Service and shall at all times comply with all relevant health and safety legislation. The Council retains the right to inspect, at any time, any premises relating to the provision of the Services.

- 16.2 The Service Provider must keep any premises or assets connected with the provision of the Service insured and they shall be kept in a reasonable state of repair.

17. CONFIDENTIALITY AND PUBLICITY

- 17.1 The Service Provider shall not make use of or disclose the terms of this Agreement or any information issued by the Council in connection with this Agreement to any third party otherwise than for the purpose of fulfilling its obligations under the Agreement, without the written consent of the Council.

- 17.2 The Parties will at all times keep confidential information acquired as a result of this Agreement, except information which:

17.2.1 is required to be disclosed by law; or

17.2.2 comes into the public domain or is disclosed to the public otherwise than by either Party disclosing the information.

- 17.3 The obligations under this Clause 17 shall continue to be effective without any time limit after this Agreement expires or is terminated.

- 17.4 Without prejudice to Conditions 17.2 and 17.3 above the Council may publicise this Agreement, the Service or the Payments in such manner as it sees fit and the Service Provider shall comply with such specific publicity requirements as the Council may specify from time to time.

18. INFORMATION

Freedom of Information

- 18.1 The Service Provider acknowledges that the Council is subject to the requirements of the Environmental Information Regulations 2004 and the Freedom of Information Act 2000 and agrees to assist the Council (at the Service Provider's expense) to comply with the Council's obligations imposed under those provisions.

Data Protection

- 18.2 For the purposes of this Condition 18, the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing shall have the meaning prescribed under the Data Protection Act 1998 ("DPA").

- 18.3 The Service Provider shall (and shall ensure that all of its Staff) comply with any notification requirements under the DPA and both Parties will duly observe all their obligations under the DPA which arise in connection with the Contract.
- 18.4 Notwithstanding the general obligation in clause 18.3, where the Service Provider is processing Personal Data as a Data Processor for the Council the Service Provider shall:
- (a) Process the Personnel Data only in accordance with instructions from the Council (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by the Council;
 - (b) comply with all applicable laws;
 - (c) Process the Personal Data only to the extent; and in such manner as is necessary for the provision of the Service Provider's obligations under this Contract or as is required by Law or any Regulatory Body;
 - (d) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
 - (e) take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data;
 - (f) obtain prior written consent from the Council in order to transfer the Personal Data to any sub-contractor for the provision of the Services;
 - (g) not cause or permit the Personal Data to be transferred outside of the European Economic Area without the prior consent of the Council;
 - (h) ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Condition 18;
 - (i) ensure that none of the staff and agents publish disclose or divulge any of the Personal Data to any third parties unless directed in writing to do so by the Council

not disclose Personnel Data to any third parties in any circumstances other than with the written consent of the Council or in compliance with a legal obligation imposed upon the Council; and

- 18.5 notify the Council (within five Working Days) if it receives:
- (a) a request from a Data Subject to have access to that person's Personal Data; or
 - (b) a complaint or request relating to the Council's obligations under the DPA;
- 18.6 The Service Provider shall indemnify and keep indemnified the Council against all actions, claims, costs, damages, deductions, expenses losses and liabilities incurred by the Council in respect of any breach by the Service Provider (and/or any act or omission of any sub-contractor) of its obligations under this Condition 18.
- 18.7 The provision of this Condition 18 shall apply during the Period of Agreement and indefinitely after its expiry.

19. INTELLECTUAL PROPERTY

- 19.1 The Intellectual Property Rights in all documents, records, data, or other information produced by the Service Provider as part of the Services shall belong exclusively to the Council and the Service Provider shall not make or distribute to a third party any copies without the prior written consent of the Authorised Officer.
- 19.2 The Council grants to the Service Provider a bare licence to use the Intellectual Property Rights referred to in clause 19.1 only for the purposes of performing the Services; such licence to expire on the termination or expiry of this Agreement.
- 19.3 The Service Provider shall indemnify the Council against any claims, liabilities, costs, losses, expenses, proceedings and damages arising out of any infringement of any third party Intellectual Property Rights in connection with the provision of the Services.

20. TUPE

- 20.1 The Service Provider accepts and undertakes that when it tendered for (and entered into) this Agreement it has taken into consideration the provisions of the Directive and the Regulations and has considered the application or otherwise of those provisions to this Agreement and has taken the appropriate action required under the Directive and/or the Regulations.

- 20.2 The Council and the Service Provider agree that where any transfer of the Services to be effected by this Agreement is governed by the Regulations and accordingly the Service Provider undertakes to comply with the Directive and/or Regulations insofar as they are applicable and the Service Provider agrees to indemnify the Council against any liability incurred in the event of the Service Provider's failure to do as aforesaid.

21. SEVERANCE

- 21.1 If any provision of this Agreement is or is declared by any court of law to be invalid or unenforceable in any way, this will not affect the legality or validity of any other provisions of this Agreement, all of which shall remain in full force and effect.

22. ENTIRE AGREEMENT

- 22.1 This Agreement supersedes all prior agreements and arrangements of whatever nature and sets out the entire agreement and understanding between the Parties relating to the Services.

23. THIRD PARTIES

- 23.1 It is not intended that any party who is not a party to this Agreement shall have the right to enforce any obligations, rights or provisions contained in this Agreement and any rights of third parties under the Contracts (Rights of Third Parties) Act 1999 are hereby expressly excluded.

24. WAIVER

- 24.1 Failure by the Council at any time to enforce the provisions of this Agreement, shall not affect the validity of this Agreement or the right of the Council to enforce any provision in accordance with the terms of this Agreement.

25. AGENCY

- 25.1 Nothing in this Contract shall imply any relationship of a partnership, joint venture, principal or agent between the parties.

26. JURISDICTION

- 26.1 This Agreement shall be governed by and construed in accordance with English Law.

27. ANTI CORRUPTION

- 27.1 Both Parties shall ensure that none of their employees or other staff commit any offence under the Bribery Act 2010, or Section 117(2) of the Local Government Act 1972 or under Legislation creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to

this agreement or defraud or attempt to defraud or conspire to defraud the other Party.

IN WITNESS whereof this Agreement has been executed by each of the Parties in accordance with their respective constitutions on the day and year above written

For and on behalf of
**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF SOUTHWARK**

.....
AUTHORISED SIGNATORY (1)

.....
AUTHORISED SIGNATORY (2)

For and on behalf of []

.....
Sign, print name & position within organisation

THE SPECIFICATION

**Specification for Family Group
Conference Co-ordinator Service**

Definitions

“Authorised Officer” means the manager of the Family Group Conference Service at Southwark Council.

1. INTRODUCTION

- 1.1 Southwark is currently offering an exciting opportunity to join a new Family Group Conference (FGC) Service. The Family Group Conference Service is being developed as part of the newly created Access to Resources Team as a service provided by the Permanence Directorate.
- 1.2 There are several aims with the development of the FGC service.
- 1.3 The FGC Service is to provide Family Group Conferences to families where a decision needs to be made in order to safeguard the child(ren). The priority groups of families are those where there is a child at risk of becoming looked after or are subject to Public Law Outline, and where they have been subject to Child Protection Plans for a significant period of time.
- 1.4 The FGC service is to provide support to families where they are working with early help support services and there is a risk of escalation of referral in to statutory Children's Services.
- 1.5 The FGC service is to provide rapid access support to families, in cases of emergency where a family meeting needs to be convened quickly within 7 working days. These meetings are to address serious and significant issues, such as a child(ren) being placed in foster care under police protection powers.
- 1.6 The FGC service is also working with the Family Rights Group and the Department for Education on an Innovation Funded project call Lifelong Links for a three year pilot. The aim of Lifelong Links is to create a lasting support network for children and young people in the care system for whom there is no plan for them to live within their family or be adopted. With the goal being to identify and engage relatives and other supportive adults, who may be estranged or not yet known to, a child in the care system, and identify those who are willing to make a lasting commitment to the child or young person.

2. DESCRIPTION OF SERVICES

Introduction to the Service

2.1 The Coordinator shall:

- 2.1.1 provide a service which is independent and which caters to the needs of each family in respect of ethnicity, language and culture;
- 2.1.2 work in partnership with families and referrers;
- 2.1.3 organise a venue and refreshments;
- 2.1.4 co-ordinate the family group conference maintaining and disseminating a typed family plan afterwards in line with guidance and good practice;
- 2.1.5 provide advocacy to children and young people, and to vulnerable adults in sessions provided by other Coordinator(s), as required.

Technical and Professional Ability

2.2 The Coordinator shall:

- 2.2.1 develop strategies to encourage and enable full family participation in meetings, including children;
- 2.2.2 present information clearly in both verbal and written form
- 2.2.3 mediate, negotiate and manage conflict in order to empower the child or young person and their family to formulate a plan;
- 2.2.4 communicate effectively with families from a variety of different cultures and ethnic backgrounds;
- 2.2.5 work in partnership with families, the Council and other agencies;
- 2.2.6 plan and prioritise activities in line with agreed objectives with prescribed deadlines.
- 2.2.7 supply and utilise computer and/or any other required equipment in reasonable delivery of the services;
- 2.2.8 disclose to the manager of the FGC Service if they have worked or are working for the Council in another capacity;
- 2.2.9 maintain a clear Disclosure and Barring Service check in accordance with the contract terms;

- 2.2.10 be able evidence annual portfolio of continuing professional development
- 2.2.11 provide good notice, at least four (4) weeks, of their intention to be unavailable for work or intention to terminate the Contract of Services.

Allocation of orders

2.3 The Coordinator shall:

- 2.3.1 be allocated orders as and when but no guarantee is given to volume, value or consistency of work; with first priorities of allocation will be given to ethnicity, language and gender matches, and or other specification requested by families
- 2.3.2 be provided with relevant information about the child or young person and their family, including contact details;
- 2.3.3 convene any reviews for that family.
- 2.3.4 acknowledge acceptance of any allocation
- 2.3.5 confirm in writing to the manager on the same day if declining an acceptance of an allocation. Allocations can not be accepted if it becomes known that there is a previous or current link to the child or their family.
- 2.3.6 secure all information pertaining to any child or young person or their families under data protection. All documents must be kept in a secure and lockable resource and information held on computer must be accessible only through the use of a password. Where computers are shared with other persons, appropriate restrictions through passwords must be in place to protect the confidentiality of files and e-mails. E-mail addresses must not be shared. The Coordinator must adhere to the Council's data protection policy.

Consultation

2.4 The Coordinator shall:

- 2.4.1 communicate with the Council social worker/lead professional referring the family;
- 2.4.2 establish the concerns of the referrer and the decisions that they are asking the family to make;
- 2.4.3 present to the family the concerns and decision to be taken in an agenda, signed by the person with Parental Responsibility;

- 2.4.4 inform the Authorised Officer if the agenda has not been prepared in time for the FGC

Ascertaining the wishes and feelings of the Child/Young Person

2.5 The Coordinator shall:

- 2.5.1 focus any FGC on the child/young person, ascertaining/gauging their wishes undertaken in a place where the child/young person is comfortable and either alone or with a person chosen by the child/young person to accompany them;
- 2.5.2 give the choice to each child/young person (from the age of five (5) years) of working with an advocate such as a family member, a family friend or another Coordinator/agency;
- 2.5.3 act at all times in a non-discriminatory manner in a way that positively addresses the child/young person.

Attendance

2.6 The Coordinator shall:

- 2.6.1 engage as many members of the family group together as reasonably possible, in order to plan for the welfare of the child/young person;
- 2.6.2 invite professionals relevant to the plan to provide information to the family either in person or in writing;
- 2.6.3 invite any family or friends who are unable to attend to prepare something in writing to be read out at the FGC.
- 2.6.4 exclude family members from the meeting, where there are health and safety concerns, when their presence may be detrimental to a plan being achieved, or where they may be too vulnerable to attend.
- 2.6.5 have the final decision on who attends the FGC having consulted the child/young person and their parent/carer;
- 2.6.6 only convene a FGC in exceptional circumstances and with the agreement of the Authorised Officer without key persons attending: the child or young person over ten (10) years; the social worker; the parent.

Location of Services

2.7 The Coordinator shall:

- 2.7.1 utilise a venue which is neither a Children's Services building or the family's home (except in exceptional circumstances) at their discretion;
- 2.7.2 offer the family the list of venues, if required, held at the Council from which the family can choose.

Time Scales

2.8 The Coordinator shall:

- 2.8.1 use best endeavours to convene a FGC within four (4) weeks, in any event within six (6) weeks, unless the Authorised Officer agrees otherwise in writing/email.
- 2.8.2 disseminate a typed plan to all those invited to the FGC, within five (5) working days.
- 2.8.3 agree plan review dates, where possible, at the end of the FGC. The plan may be reviewed in a Review FGC or in another forum (e.g. in court, as a family meeting convened by the team manager, in case supervision). If in another forum the date must be stated if known.
- 2.8.4 only agree to the postponement and rearrangement of a FGC at the request of a key family member or key professional (e.g. the social worker), and with the knowledge of the Authorised Officer.

Contract Management

2.9 The Council shall:

- 2.9.1 provide Group Practice Development Meetings with all Coordinators in delivery of the FGC, and Group Practice Development Meetings specific to the delivery of Lifelong Links through out the year, for the facilitation of best practice. All Coordinators are expected to provide a portfolio evidencing continuing professional development annually.
- 2.9.2 undertake a Contract Review Meeting with an individual Coordinator at the request of either the Coordinator or the Authorised Officer, as required.

Recording

2.10 The Coordinator shall:

- 2.10.1 issue a typed plan, once agreed by the referrer and the family, in the Southwark FGC Service template. No other minutes are required.

- 2.10.2 complete and submit an invoice and the Southwark timesheet inclusive of the coordinator feedback form, providing a record inclusive of who was visited, who was called or written to, reasons why a child did not attend their FGC, FGC attendance, and work carried out with a family where a FGC never took place with the reasons why it did not.

Coordinator Concerns

2.11 The Coordinator's concerns will be handled as follows:

- 2.11.1 the Coordinator shall notify the Authorised Officer in writing/email where there are concerns about the child/young person, the process, the placement or the practice.
- 2.11.2 the Authorised Officer shall address issues raised with the appropriate manager.

Child Protection Concerns

2.12 The Coordinator shall:

- 2.12.1 refer all Child Protection concerns immediately (the same day) by telephone or visit (not e-mail or voicemail) to the Authorised Officer or the Safeguarding and Quality Assurance Manager/and duty manager of the team responsible.
- 2.12.2 address their concerns in writing/email after and in addition to the telephone call or visit.

3. FINANCE

Invoices and Payment

3.1 The Coordinator shall submit:

- 3.1.1 a claim for payment with a detailed breakdown attached to the invoice. The Coordinator shall be paid for completed tasks only, so that a claim can only be made once the work is written up and submitted, except in exceptional circumstances and with the agreement of the Authorised Officer.
- 3.1.2 invoices as soon after the end of each piece of work as possible. Full bank details must be provided so that money can be paid directly into accounts.

- 3.1.3 invoices in the prescribed formats. Invoices will be delayed by inaccurate recording and, as a result, payment may be delayed. Invoices must have a unique reference number.. Ensure that all claims for travel, refreshments and venue hire are accompanied by the tickets and/or receipts; no payment will be made without the receipt.
- 3.1.4 a Tax Reference Number on invoices and are responsible for their own Tax and National Insurance Payments. Any information required about such payments must be addressed to the Tax Office.

Fees

3.2 The Council shall:

- 3.2.1 pay any work pertaining directly to the convening of a FGC at a ceiling rate of £27 per hour
- 3.2.3 pay travel time at a ceiling rate of £13 per hour.
- 3.2.4 repay reasonable travel costs subject to the provision of copies of tickets and receipts submitted as part of the invoice and documented mileage at 45 pence per mile
- 3.2.5 not pay for time taken to fill out the invoice, supporting paperwork to the invoice and/or any fees relating to group supervision and/or training.
- 3.2.6 not pay if a home visit or meeting, (including the FGC) with a professional is postponed or cancelled. If, however, a FGC Co-ordinator attends a visit/meeting but the family member, or professional is not available, then the FGC Co-ordinator will be paid the agreed hourly fee plus travel costs.

Service/Contract Monitoring and Assurance

3.3 The Council shall:

- 3.3.1 seek the views of children and young people, parents, social workers and other professionals about the FGC Service and may seek to make changes as a response to those views.
- 3.3.2 scrutinise all forms of recording including claims. Any concerns or feedback will be addressed with the Coordinator.
- 3.3.3 monitor to ensure efficient data collection and analysis. The Coordinator shall ensure that all forms are filled out as accurately as possible and encourage all FGC attendees (family members and professionals) to complete feedback sheets.

Key Performance Indicators (KPI's)

	Key Performance Indicator	Criterion	Target
A1	Contract management returns	The Provider shall convene a FGC within four weeks, in any event within six weeks, unless the Authorised Officer agrees otherwise in writing or via email.	100%
A2	Contract management returns	The Provider shall disseminate a typed plan to all those invited to the FGC, within five working days.	100%

Complaints

3.4 The Coordinator shall:

- 3.4.1 encourage Children and Young People to voice their concerns about their circumstances and, where appropriate, to make complaints, advising them on how to do so;
- 3.4.2 carry complaints information for children/young people or their parents where it is available;
- 3.4.3 address any complaint about the FGC Service with the Authorised Officer initially or to the Manager of the Safeguarding and Quality Assurance Service;

3.5 The Council shall investigate any complaint regarding the Coordinator or, if appropriate, further complaints procedures will be followed. Any significant concerns about the Coordinator may result in suspension from allocations of orders until the matter is fully resolved or contract termination as appropriate.