

# CONTRACT FOR SERVICES OF A CONSULTANT

## PARTIES

Hertfordshire County Council

and

OLM Professional Services Ltd

agree as follows:

## 1. DEFINITIONS

The following terms have the following meanings:-

### **“Calendar Year”**

means a period of time equal in length to twelve consecutive months

## 2. SERVICES TO BE PROVIDED

OLM shall provide the following services:

MyCareCosts Stage 1: Costing service for 500 long term care placements/cases

MyCareCosts Stage 2: Negotiating service for circa 375 long term care placements/cases (number of placements/cases to be confirmed at negotiating stage)

*Details of the service provided are set out in OLM's proposal Hertfordshire – OLM MyCareCosts Partnership*

## 3. DURATION OF CONTRACT

You will start work with a kick-off meeting with the authority in June or July 2009 and will complete this work within reasonable time scales as set out in your proposal

## 4. STATUS OF THE CONSULTANT

- 4.1 You shall be an independent contractor and not our servant.
  - 4.2 You shall bear exclusive responsibility for notifying the Inland Revenue of any payments received from us in connection with the service being provided
  - 4.3 You shall bear exclusive responsibility for the stamping of your National Insurance card as a self-employed person and for the discharge of any Income Tax and VAT liability arising out of remuneration for work performed by you under this agreement.
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## **5. FEES**

Hertfordshire County Council shall pay OLM the following:

- 5.1 The Sum of the fees set out in OLM supplied quotes numbered 7-4630. Total payment for the quote will not exceed £[REDACTED] excluding expenses and V.A.T.
- 5.2 All reasonable travelling and other expenses properly incurred by you but we may require proof that such expenses have actually been incurred.
- 5.3 We will pay all fees and charges within 28 days of receipt of an agreed invoice that gives details of all amounts claimed.
- 5.4 Upon agreement of the contract We agree to pay 10% of the MyCareCosts total payment immediately on presentation of an invoice from You in accordance with clause 5.5
- 5.5 You will discount subsequent invoices to credit payment made in 5.4 to ensure payment does not exceed terms agreed in 5.1.

## **6. MATERIALS**

OLM Professional Services will provide all its own materials to complete the above service including:

- MyCareCost costing templates
- Laptops and Computer equipment as required
- OLM provided standard documentation
- Administrative and project support to complete the project except for the template phase where this will be supplied by Hertfordshire CC

## **7. OWNERSHIP / COPYRIGHT**

OLM will continue to own the MyCareCosts methodology, calculations and templates unless specifically relating to a Hertfordshire CC client

## **8. SECRECY / CONFIDENTIALITY**

You shall not at any time during or after this agreement divulge to anyone any confidential information relating to our business or affairs other than to those for whom you hold our written authority to do so. You will ensure that all your partners, employees, sub-contractors and agents comply with this requirement.

## **9. INDEMNITY AND INSURANCE**

- 9.1 Hertfordshire CC will indemnify and keep indemnified OLM against any and all loss, damage or liability suffered and legal fees and costs

incurred as a result from a breach of this agreement by Hertfordshire CC

9.2 Hertfordshire CC will maintain a comprehensive policy of insurance to cover liability in respect of any act or default for which Hertfordshire CC may become liable to indemnify OLM under the terms of this agreement.

9.3 You will arrange that the minimum cover of that policy is £2m

## **10. ASSIGNMENT**

Neither party shall have the right to Assign or transfer this agreement and all rights under it.

## **11. TERMINATION**

11.1 Either party shall have the right to terminate this agreement without notice and to recover any loss incurred as a result of such termination if either party or anyone employed or acting on their behalf:

i) has offered or made any gift, whether in money or any other form, to any members, employees or agents as an inducement or reward for their behaviour in relation to this agreement; or

ii) appears to have committed any offence under the Prevention of Corruption Acts or to have offered or paid any reward or fee contrary to Section 117(2) of the Local Government Act 1972.

11.2 If either of us breaches an essential condition of this agreement, the other may at any time give the offending party written notice specifying details of the breach. If within 5 working days of receiving the notice the breach has not been remedied, this agreement may be terminated immediately.

## **12. FAILURE TO PROVIDE THE SERVICES**

If you omit or fail to provide any part of the services in accordance with this agreement, we shall have the right to give you notice to remedy such omission or failure within 28 days and if you do not do so, we may withhold any payments due to you for as long as the omission or failure continues, or we may deduct the cost of remedying the omission or failure from any payments owing to you.

If the failure to provide the services continues and is not remedied within a reasonable period, then we reserve the right to deduct permanently the appropriate sum from your payment.

## **13. WAIVER**

The failure by either of us to enforce at any time or for any period any one or more of the terms or conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

#### **14. NOTICES**

Notices served by one party on the other should be sent by one of the following methods:

- i) first-class post - deemed to have been received 2 working days after the day of posting
- ii) facsimile - deemed to have been received 24 hours after sending
- iii) electronic mail - deemed to have been received 24 hours after sending.

Any notices to OLM should be addressed to Chris Parsons at OLM Professional Services Limited, Cairns House, 10 Station Road, Teddington, Middx, TW11 9AA .

#### **15. CHANGE OF ADDRESS**

Any change of address or telephone number by either of us will be notified to the other as soon as possible but in any event within 2 working days of such a change.

#### **16. FORCE MAJEURE**

Both of us shall be relieved from our respective obligations in the event of a national emergency, war, prohibitive governmental regulation, or if any other cause beyond our reasonable control makes the performance of this agreement impossible.

#### **17. EQUAL OPPORTUNITIES**

Both parties will adhere to our Equal Opportunities Policies, in the provision of services under this agreement.

#### **18. VARIATION**

Variations to the services to be provided under this agreement must be agreed in writing between us. The additional payment and extension of time, if any, shall be agreed between us before any work associated with any such variation may be carried out and both parties must agree, sign and date a written variation order specifying the additional work, payment and extension of the time for performance, if any.

#### **19. DISPUTE RESOLUTION**

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within 20 Working Days of either Party notifying the other of the dispute such efforts shall involve the escalation of the dispute to the finance director (or equivalent) of each Party.

- 19.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 19.3 If the dispute cannot be resolved by the Parties pursuant to clause 19.1 the dispute shall be referred to mediation pursuant to the procedure set out in clause 19.5 unless (a) Hertfordshire CC considers that the dispute is not suitable for resolution by mediation; or (b) OLM Professional Services does not agree to mediation.
- 19.4 The performance of the Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation and OLM Professional Services shall comply fully with the requirements of the Agreement at all times.
- 19.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- (a) A neutral adviser or mediator ("the Mediator") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator.
- (b) The Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.
- (c) Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- (d) If the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- (e) Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Agreement without the prior written consent of both Parties.
- (f) If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts.

**SIGNED by** .....

**On behalf of Hertfordshire County Council**

**Position** .....

**Date** .....

**SIGNED by** .....

**On behalf of OLM Professional Services Ltd**

**Position** .....

**Date** .....