Cumbria Equality Consortium Agreement

2013-14

Agreement with Disability Association Carlisle and Eden

Operating through Cumbria Disability Network

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Cumbria Equality Consortium Agreement

This Agreement is made between a Consortium of Public Sector organisations (`the Member Organisations`) and Disability Association Carlisle & Eden (Company Number 05388122) (Charity Number 1108946) of Suite 3 Regents Court, Kingmoor Business Park, Kingstown, Carlisle, Cumbria, CA6 4SJ operating through Cumbria Disability Network.

1 Introduction

1.1 The Consortium consists of the following Member Organisations:

1. Cumbria County Council
2. NHS Cumbria
3. North Cumbria University Hospitals NHS Trust
4. Lake District National Park Authority
5. South Lakeland District Council
6. Eden District Council

1.2 The Consortium has the following Third Sector Delivery Partners:

 1 AWAZ Cumbria (CIC)

 2 Disability Association Carlisle and Eden / Cumbria Disability Network (CDN)

 3 Outreach Cumbria

1.3 This Agreement with DACE is one of three Agreements which the Consortium Member Organisations have with the Delivery Partners.

1.4 This Agreement aspires to the principles of the Cumbria Third Sector Compact (Cumbria Compact) on terms and conditions for contracting with Third Sector organisations.

1.5 Membership of the Consortium is open to all statutory and Third Sector organisations in Cumbria. In principle the Consortium will be open to all organisations in Cumbria and in the future other organisations may apply to join as members of the Consortium.

1.6 The Member Organisations are committed to embedding Equality and Diversity across the whole of their organisations.

1.7 The Member Organisations share the following Equality aims with Delivery Partners, Third Sector and Community organisations:

* To identify Equality priorities.
* Provide practical advice and guidance.
* Challenge Member Organisations in their efforts to continually improve.
* Promote and share best practice.
	1. The Delivery Partners do not benefit from core funding, outside of that provided by this Agreement. This Agreement has been drawn up to contribute to their financial sustainability, and securing these organisations involvement in advancing Equality across Member Organisations in Cumbria.
	2. The Agreement sets out shared principles, individual and joint undertakings as well as arrangements for management, monitoring and review.

1.10 This Agreement covers each Member Organisation’s commitment to DACE as a Delivery Partner

1.11 This Agreement shall be governed by and construed in accordance with English law.

1.12 VAT. The payment of the funding by the Member Organisations to the Delivery Partner under this Agreement is believed to be outside the scope of Value Added Tax but if any Value Added Tax shall become chargeable all payments of funding shall be deemed to be inclusive of all Value Added Tax and the Member Organisations shall not be obliged to pay any Value Added Tax over and above the funding.

1.13 Payment by Cumbria County Council of funding inclusive of Member Contributions to Delivery Partners is conditional upon receipt of Member Organisations contributions by Cumbria County Council. In the event of non payment of Member Organisations Contributions to Cumbria County Council it does not guarantee to underwrite such contributions to the Delivery Partner.

1.14 Any notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery or registered post to the address of the relevant party shown at Annex 1 or by facsimile transmission and shall be deemed to have been received by the addressee within 48 hours of posting or 24 hours of sent by facsimile transmission to the correct facsimile number of the addressee (with correct answer back).

2 Principles of the Agreement

2.1 Member Organisations and Delivery Partners will:

* Be open, honest and fair in dealings with each other and work together as partners.
* Ensure that client and organisational confidentiality is not breached at any time. Member Organisations and Delivery Partners will comply with and be subject to:

 Freedom of Information Act (2000)

 Data Protection Act (1998)

* Member Organisations and Delivery Partners will comply with and be subject to Equality duties under equalities legislation and any other statutory requirements.

2.2 Nothing contained within this Agreement alters the independence of the Member Organisations or of the Delivery Partners (including the exercise of their advocacy role). Nothing in this Agreement shall be construed as taking precedence over the individual aims and objectives, statutory and other responsibilities of any party to this Agreement.

2.3 Member Organisations and Delivery Partners will:

* Work together to dismantle any barriers that prevent effective action.
* Share relevant information and enable access to networks that develop, facilitate and promote joint work.
* Identify and share information about funding opportunities.

2.4 Member Organisations and Delivery Partners will make the following the primary focus of activities:

* Contribute to the development and achievement of Equality objectives in relation to Age, Disability, Gender (including Transgender), Ethnicity, Religion and Belief, Maternity and Paternity, Marital Status and Sexual orientation.
* Enable effective community engagement to take place relating to Age, Disability, Gender (including Transgender), Ethnicity, Religion and Belief, Maternity and Paternity, Marital Status and Sexual orientation.
* Contribute to the inspection and audit process of Member Organisations` performance on Equality.
* Participate in joint learning and development activities and programmes.
* Identify and share good practice and innovation.
	1. The three Delivery Partners are committed to working together where appropriate, and similarly where appropriate with other representative equality organisations, to ensure the efficient and effective delivery of the joint objectives of the Agreement and individual responsibilities and activities.

3 Member Organisations` Financial Contribution

3.3 Member Organisations will invest the following amounts for 2013/14:

|  |  |  |  |
| --- | --- | --- | --- |
|  | InfrastructurePayment | Spot Purchase (up to) | Other |
| Cumbria County Council | £2500 | £7500 | - |
| Eden District Council | £325 |  |  |
| Lake District National Park | £500 | £700 | £700 (Guaranteed days) |
| NHS Cumbria | £750 | £2250 | - |
| North Cumbria University Hospitals trust | £750 | £2250 | - |
| South Lakeland District Council | £500 | £1500 | - |
| Totals | £5,325 | £14,200 | £700 |

3.4 The infrastructure payment, added to other guaranteed payments totals £6,025. Up to a further £14,200 is available for discretionary spot purchasing, making a total potential spend of £20,225.

3.5 Member Organisations will make infrastructure payments, along with any other guaranteed payments to Cumbria County Council on or around the 1st April 2013.

3.6 In respect of discretionary spot purchasing, member organisations and delivery partners will agree suitable arrangements between themselves.

4 Member Organisations` Responsibilities

* 1. Cumbria County Council will provide agreement management for this arrangement. See Annex 1 for contact details.
	2. Each Member Organisation will pay their agreed financial contribution in accordance with Section 3 of this Agreement.
	3. Each Member Organisation will provide the Agreement Manager and Delivery Partners with contact details of the person responsible in their organisation for all matters concerning the operation of this Agreement. See Annex 1 for details.

* 1. Each Member Organisation will notify the Agreement Manager and Delivery Partners at the same time, of any change in the organisation’s contact details.
	2. Member Organisations will communicate and supply to the Delivery Partners, in an appropriate and timely manner, all necessary information to enable the Delivery Partners to carry out their commitments and subsequent activities under this Agreement.
	3. Member Organisations will work closely with delivery partners to ensure that work planning is effective and efficient.
	4. Member Organisations will aspire to the principles of the Cumbria Compact, (and the supporting Codes of Practice) on terms and conditions for contracting with Third Sector organisations. For more details on the Compact see:

http://www.cumbria.gov.uk/communityinformation/thirdsector/compact.asp

1. Delivery Partner’s Responsibilities

5.1 DACE will act as an infrastructure body, providing strategic advice, guidance and support to the Member Organisations on disability equality and disability related matters and in working towards complying with Equality and related legislation and improved quality of life and services for disabled people, based on, and that reflect the views of disabled people from a range of impairments, within Cumbria.

This will include:

* Independent scrutiny of Member Organisations’ activities
* Targeted community engagement
* Policy advice
	1. The Delivery Partner will provide contact details of the person responsible for all matters covering the operation of this Agreement. See Annex 3 for details
	2. The Delivery Partner will ensure that infrastructure funding includes costs of maintaining an infrastructure and core costs and will comply with the financial provisions set out in Annex 4.
	3. The Delivery Partner will undertake the specific and general work activities on a spot purchase basis as agreed with individual Member Organisations.
	4. The Delivery Partner will deliver on activities spot purchased as agreed with the Member Organisation. The Delivery Partner will provide a six monthly report. This will be submitted to the Agreement Manager. See Section 6 as follows.
	5. Where new members apply to join the Consortium, The Delivery Partner will, at the Agreement Manager’s request assess the potential impact on existing capacity and commitments. The final decision with regard to their capacity to undertake additional work will be for the Delivery Partner.
	6. Where a Member Organisation spot purchases any work under this agreement from the Delivery Partner, it will be the responsibility of the Delivery Partner and the Member Organisation to negotiate and agree the work.
	7. The Delivery Partner will on request consider undertaking additional work not covered by this Agreement. Where any Member Organisation requires work that exceeds the commitment in this Agreement, direct contact between that Member Organisation and the Delivery Partner should be made. Any such additional work is outside the scope of this agreement and is a matter for discussion between the Member Organisations and the Delivering Partner taking into account any legal constraints.
	8. The decision on undertaking any additional work will be for the Delivery Partner subject to the proviso that any such work will not be undertaken if it prejudices the delivery of the commitments made under this Agreement.
1. Management and Monitoring the Agreement
	1. Cumbria County Council will provide agreement management of this Agreement as the Agreement Manager. See Annex 1 for contact details.
	2. The Delivery Partners will provide six monthly Activity/Performance reports to the Agreement Manager to inform meetings set out in the following paragraphs. The Reports will be in a format agreed between the Agreement Manager and the Delivery Partners, and will be provided no later than the last day of the month following the end of October and March. The Agreement Manager will be responsible for circulation of the reports to Member Organisations.
	3. The Agreement Manager will hold two meetings, the first in November and the second in March during each year of the continuation of this Agreement with representatives of Member Organisations to discuss progress of activities and outcomes within the scope of this Agreement and future requirements. The Delivery Partners will be invited to attend all or part of these meetings as appropriate in accordance with the Agenda. The minutes of these meetings will be shared among Member Organisations and Delivery Partners.
	4. Where appropriate for the efficient and effective delivery of the Member Organisations and Delivery Partners responsibilities under this Agreement, and in response to requests to do so, the Agreement Manager will arrange meetings between Member Organisations(individual or collective) and Delivery Partners (individual or collective).The Agreement Manager may or may not be present as necessary or Appropriate.
	5. The Agreement Manager will seek to ensure no Member Organisation is given unfair priority to the detriment of other Member Organisations. In particular the position of Cumbria County Council as Agreement Manager and largest financial contributor will not be used to the disadvantage of other Member Organisations.

Financial matters

* 1. The Agreement Manager will request Invoices from the Delivery Partner and arrange for the funding payment for the non-spot purchasing element of the Agreement to the Delivery Partners by or around 1 April each year of the duration of the Agreement.
	2. The Member Organisations confirm that as at the commencement of the operating year of this Agreement they have available for use throughout the operating year the sums identified as Financial Contributions at clause 3 of the Agreement. Cumbria County Council will not be liable for any uncollected sum and is solely liable for the County Council’s contribution.
	3. The Agreement Manager will be responsible for all matters in relation to the operation of the Conditions in relation to financial provisions as set out in Annex 4 of this Agreement.
	4. The Agreement Manager will be responsible for requesting and receiving from Delivery Partners reports in relation to the financial provisions of this Agreement and distributing them to Member Organisations. The summary statement of receipt and expenditure provided by Delivery Partners will be circulated to Member Organisations within I month of receipt.

Delivery Partner Reports

* 1. The Agreement Manager will circulate to Member Organisations the

 Performance and Activity Reports provided by Delivery Partners.

Renewal of Agreement

* 1. This Agreement will run until 31 March 2014. A review will be undertaken to identify options beyond this date including Member organisations views and consideration of funding availability. In the event some or all of the Member Organisations cannot agree to implement a new agreement beyond 31 March 2014 the Agreement Manager will give not less than 3 months’ written notice to each Delivery Partner.
	2. If the Delivery Partner fails to meet the agreed performance requirements as set out in Annex 6, Member Organisations may give not less than 3 months notice of termination of this Agreement. In such case the Agreement Manager will be responsible for giving such notice and inform the Delivery Partner of the reason for such termination.
	3. The Agreement Manager will be responsible for liaison with Member

Organisations and Delivery Partners in relation to any proposed renewal of this Agreement and the funding provided to Delivery Partners.

New Consortium Members

6.14.1 Where new members apply to join the Consortium, the Agreement Manager will be responsible for liaison with Member Organisations and Delivery Partners to assess the potential impact on existing capacity and commitments. The final decision with regard to whether they have the capacity to undertake additional work will be for Delivery Partners.

* + 1. In the event that a new party or parties apply to join the Consortium and the Member Organisations hereto unanimously agree a fresh agreement in writing will be prepared for approval by all parties prior to being executed by way of superseding this Agreement.

Provision of Information

6.15 The Agreement Manager will be responsible for all aspects of publicity or liaison with the media about the Consortium.

6.16 Where there is any request to provide or respond to the Media, or to publicise, or use in publications information or details of work within the scope of the Consortium Agreement the Agreement Manager will consult with the Delivery Partner about any such request or publication.

6.17 To enable Delivery Partners to acknowledge Consortium

 Member Organisations support on all publicity and in information

 given to the press and media.

Dispute resolution

6.18 In the event of any dispute on the interpretation or operation of any provision of this Agreement the Agreement Manager and the representative of The Delivery Partner named at Annex 3 will be responsible for resolving such dispute or agreeing the interpretation of it. In the event of their failure to agree the provisions of the Cumbria Compact should apply in relation to the appointment of a person to resolve or mediate. <http://www.cumbria.gov.uk/communityinformation/thirdsector/compact.asp>

6.19 In the case of disputes around work that has been spot purchased, the Member Organisation and the Delivery Partner will be required to resolve this directly without the mediation of the Agreement Manager.

6.20 Where the dispute is about the infrastructure costs owed to the Delivery Partner, the Agreement Manager will refer the Delivery Partner to the Member Organisation concerned but will not be responsible for any unrecovered funds.

6.21 Where the dispute is around the conduct of a member of staff or someone subcontracted by the Delivery Partner, the Delivery Partner will carry out an investigation in accordance with the Delivery Partner’s policies in relation to discipline, capability, grievance or complaints. These policies will be a requirement for operation of any subcontract contract.

6.22 Where the dispute is around the conduct of a member of staff or someone contracted by a Member Organisation, the Member Organisation will carry out an investigation in accordance with the Member Organisation’s policies in relation to discipline, capability, grievance or complaints. These policies will be a requirement for the operation of any subcontract.

7 Commencement and signatures

7.1 The operating year for this Agreement will commence on the 1st day of April 2013.

7.2 This Agreement is signed by the Member Organisations and the Delivery Partner as the Delivery Partner on or around 31 March 2013.

Cumbria County Council

Signed by a duly authorised signatory

Joel Rasbash

On behalf of the Cumbria County Council

NHS Cumbria

Signed by a duly authorised signatory

Peter Rooney

On behalf of Cumbria Clinical Commissioning Group

North Cumbria University Hospitals NHS Trust

Signed by a duly authorised signatory

Isla Edgar

North Cumbria University Hospitals NHS Trust

Lake District National Park Authority

Signed by a duly authorised signatory

Tim Haley

On behalf of Lake District National Park Authority

South Lakeland District Council

Signed by a duly authorised signatory

Simon Blyth

On behalf of South Lakeland District Council

Eden District Council

Signed by a duly authorised signatory

Deborah Garnett/Sally Hemsley

On behalf of Eden District Council

Disability Association Carlisle & Eden

Signed by a duly authorised signatory

On behalf of Disability Association Carlisle & Eden

operating through Cumbria Disability Network

Annex 1 Member Organisation Contacts

|  |  |
| --- | --- |
| Organisation | Contact person |
| Cumbria County Council | Joel Rasbash |
| NHS Cumbria  | Peter Rooney  |
| North Cumbria University Hospitals NHS Trust | Isla Edgar |
| Lake District National Park Authority | Tim Haley |
| S. Lakeland District Council | Simon Blyth |
| Eden District Council | Deborah Garnett/Sally Hemsley |

Cumbria County Council

Joel Rasbash

Cumbria County Council

The Courts

Carlisle

CA3 8NA

01228 226639

joel.rasbash@cumbriacc.gov.uk

NHS Cumbria

Peter Rooney

Cumbria Clinical Commissioning Group

c/o Christine Harrison

Engagement and Equality Support Officer

NHS Cumbria

ABTHC

South William Street

Workington

CA14 2EW

01900 324244

Christine.Harrison@cumbriaPCT.nhs.uk

North Cumbria University Hospitals NHS Trust

Isla Edgar

Deputy Director of Human Resources and

Organisational Development

Cumberland Infirmary
Newtown Road
Carlisle
CA2 7HY
01228 523444

Lake District National Park Authority

Tim Haley

Head of HR and Performance

Lake District National Park Authority

Murley Moss

Kendal

LA9 7RL

01539 792718

Tim.Haley@lakedistrict.gov.uk

South Lakeland District Council

Simon Blyth

Policy Officer

South Lakeland House

Lowther Street

Kendal

LA9 4UF

01539 733333 ext. 7102

s.blyth@southlakeland.gov.uk

Eden District Council

Deborah Garnett/Sally Hemsley

Eden District Council

Town Hall

Penrith

Cumbria CA117QF

01768 212268

DeborahA.Garnett@eden.gov.uk

SallyE.Hemsley@eden.gov.uk

Cumbria Disability Network contact details

Disability Association Carlisle & Eden

C/o Mark Tennant

Cumbria Disability Network

Suite 3, Regents Court

Kingmoor Business Park

Carlisle

CA6 4SJ

Annex 2 – Financial Provisions

1. The funds or any part of them must only be spent on the purpose for which they have been given. If for any reason there is a need to vary the way in which the funds are to be spent, such proposals must be discussed with the Agreement Manager and any decision recorded in writing and communicated to all Member Organisations.
2. In the event of the Delivery Partner ceasing to operate or exist, or failing to undertake or complete the activity for which the funding is provided then Cumbria County Council as Agreement Manager for Consortium core funding reserves the right to withhold payment, reduce the funding or seek recovery, and/or terminate the Agreement.
3. In the event of the absence or non availability of the Delivery Partner representatives /workers responsible for delivery of the work and activities funded by this Agreement, other than through normal leave arrangements or short term/minor illness, the Delivery Partner will make arrangements for substitute or alternative representation/participation to cover the absence.
4. For Spot Purchasing activities the Delivery Partner will notify the Member Organisation who has commissioned the activity of the absence or non availability and the substitution arrangements made within 7 days of the need arising.
5. Delivery Partners will maintain accurate and distinguishable financial records by means of separate cost codes within budgets. Evidence of specific agreed expenditure may be required at the discretion of the Agreement Manager.
6. Delivery Partners will ensure that their accounts are appropriately audited or verified as required in accordance with their status and the legal requirements upon them, at the end of the financial year.
7. Delivery Partners must ensure compliance with and fulfilment of statutory obligations and compliance with all other appropriate regulations.
8. Delivery Partners will provide access to any records and information that relates to responsibilities or activities under this Agreement as required by the Agreement Manager.
9. Delivery Partners will ensure that they put in place efficient administrative processes and practices for the management of their responsibilities under this Agreement including prompt and expeditious responses to communications from Member Organisations and co-ordinated contact facilities.
10. Delivery Partners will provide to the Agreement Manager on request by the end of the Operating Year and in any event within 2 calendar months thereof a summary statement of receipt and expenditure in relation to the funds provided to them under this Agreement.
11. Delivery Partners will eliminate all forms of discriminatory practice and promote equal opportunities and good community relations in all areas of their work. Delivery Partners will maintain their own Equality/Equal Opportunities/Dignity at Work/Bullying and Harassment/Grievance/Complaint policies, provide copies to the Agreement Manager and put in place appropriate monitoring systems (for employment and service users).

Annex 3 - Delivery Partner Activities

Specific activity time and cost based on Infrastructure Funding

|  |  |
| --- | --- |
| Activity  | Indicative time estimates  |
| Preparation of Activity/Performance reports (6 monthly), and Finance Reports for Agreement Manager (and MO’s) | 2 days  |
| Attendance at planning and review meetings with Agreement Manager | 1 day |

Specific activity on a spot purchase basis

|  |  |
| --- | --- |
| Work with Member Organisations in relation to Audits and Inspections. Assist and participate as requested and agreed.Carry out engagement activities on projects commissioned by Member Organisations to support them in ensuring they meet the Public Sector Equality Duty. | 40.5 days |

Rate for Spot Purchased Activities

Delivery Partner Activity will be costed at a full cost recovery rate of £350 per day. This is based on an assumption that a day is 8 hours.

Under the agreement Member Organisations can opt to pay at an hourly rate based on a pro rata basis. This amounts to £43.75 per hour.

Under terms of this agreement this enables the Member Organisations to spot purchase

|  |  |  |
| --- | --- | --- |
| Organisation | Days | Hours |
| Cumbria County Council | 21.5 days | 172 |
| NHS Cumbria  | 6.5 days | 52 |
| North Cumbria University Hospitals NHS Trust | 6.5 days | 52 |
| Lake District National Park AuthorityS. Lakeland District Council | 2 days4 days | 1632 |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Annex 4 - Delivery Partners Activity Performance Measures

Infrastructure Performance

|  |  |  |
| --- | --- | --- |
| Responsibilities | Activity  | Targets and measures |
| Act as countywide network for people  | Develop/maintain a Website which displays relevant community information.Engage routinely with existing community organizations/groups or networks and feed back issues about public services | Website populated and regularly updated. Circulation of Newsletter and receiving feedback through variety of means.  |
| Management monitoring and reporting on responsibilities under Agreement  | Attend meetings with, and provide reports, work plans, and other information in relation to work programmes, engagement, activities, performance and targets to the Agreement Manager.  | Attendance at meetings in November and March6 monthly Activity/Performance Reports no later than the last day of the month following the end of each quarter including :-* Engagement
* Attendance
* Participation
* Key Issues

and Annual compilation Report Provision of summary statements of receipt and expenditure within 2 months of end of calendar year |

Spot Purchasing Performance

|  |  |  |
| --- | --- | --- |
| Responsibilities | Activity  | Targets and measures |
| Identify, based on local consultation key issues facing people engaged by the Delivery Partner | Establish a process which identifies, records and reports key issues resulting from local and national policies, to Member Organisations | Provide six monthly report  |
| Participate as requested by Member Organisations during inspections and audits. | Assist and participate as requested and agreed. Act as ‘Critical Friend’.  | Participate in accordance with agreed work programme. Provide feedback to Member Organisations. Make recommendations to improve participation based on feedback  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | Dec  | Jan | Feb | Mar.  | Apr. | May  | June | July | Aug. | Sept. | Oct. | Nov.1 | Dec. | Jan. | Feb.  | Mar. |
| Agreement and performance | Dec -- M.O.sagree commit.and financial contrib..for next year |  |  | AgreementsignedEnd year report from DPs | Agreementstarts |  |  |  |  |  | Mid year performance report | M.O.`sagreecommitmentand financial contributionnextyear | . |  | Agreementsigned |
| Meetings |  |  |  | AMmeets with DP`sreviewprevious year andfinalise WorkProg. andPerf. Obj. etc. |  |  |  |  |  | AMmeetsMO`stodiscussPerf. |  | AMmeetsDP`sto discussPerf. | AMmeetsMO`stodiscussPerf. |  |  | AMmeets with DP`s reviewprevious year andfinalise workprog. andPerf. Obj. etc. |
| Finance |  |   |  | MO`s payContrib’to AM | AM paysinfrastructurefundingto DP`s |  |  |  |  |  |  |  | AMnotifiesMO`saboutfunding for next year |  |  | MO`s paycontrib..to AM |

Annex 5 Agreement Timelines