

DATED 1 September 2017

AGREEMENT FOR (Interpreting and Translation Services)

Between

(Leeds City Council)

and

(Leeds Community Healthcare NHS Trust)

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THIS AGREEMENT is made on the 1 September 2017

BETWEEN

(1) **Leeds Community Healthcare NHS Trust** of Stockdale House, Leeds, LS6 1PF, (the “Customer“)

AND

(2) **Leeds City Council** of Civic Hall, Leeds, LS1 1UR (the “Council”).

WHEREAS

- (A) The Council provides an interpreting and translation service to its directorates and third parties on an as and when required basis.
- (B) The Customer requires interpreting and translation services to properly carry out its functions and has appointed the Council to provide such services in return for an annual fee.
- (C) This Agreement sets out the terms under which the Customer has appointed the Council to provide the services.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS

1.1 Throughout this Agreement the following expressions shall have the following meanings:

- (a) “Confidential Information” means information whether in tangible or any other form, including, without limitation, specifications, reports, data, notes, documentation, drawings, software, computer outputs, designs, circuit diagrams, models, patterns, samples, inventions, (whether capable of being patented or not), know-how and information which is either marked as confidential or is by its nature confidential or proprietary or a trade secret including technology, methodology and details of clients, suppliers, projects, research and developments; and any other information either written or oral regarding the business, undertaking or affairs of the Parties that is not in the public domain and which by the nature of such information it would be reasonable for a Party to identify it as being of a confidential nature;
- (b) “Data Controller” has the meaning given to it under the DPA;
- (c) “Data Processor” has the meaning given to it under the DPA;
- (d) “DPA” means the Data Protection Act 1998 as may be amended from time to time;
- (e) “Effective Date” means the date of this Agreement;
- (f) “Fee” means a fixed amount for the Services set out in Schedule 1 (Service Level Agreement) which are agreed by the parties as the core services;
- (g) “Personal Data” has the meaning given to it under the DPA;
- (h) “Services” mean the services to be provided by the Council and identified in the Service Level Agreement set out at Schedule 1 of this Agreement.
- (i) "Sub-Contractor" means any third party engaged by the Supplier from time to time under a sub-contract.
- (j) “Term” means from the Effective Date to expire automatically twelve (12) months later, unless it is otherwise terminated in accordance with the provisions of the Agreement, or

otherwise lawfully terminated, or extended for a further period in accordance with Clause 2.2 below.

- 1.2 The interpretation and construction of this Agreement shall be subject to the following provisions:
- (a) the clause headings in this Agreement are for the convenience of the parties only and do not affect its interpretation;
 - (b) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
 - (c) references to a clause or a Schedule are to a clause or a Schedule of this Agreement;

2. COMMENCEMENT

- 2.1 This Agreement shall continue for the period of the Term or until terminated by either party by giving three (3) months written notice to the other and such notice must be given to take effect from 1st of the month. For the avoidance of doubt a notice to terminate given to take effect on any other date shall not be valid.
- 2.2 Subject to satisfactory performance of its obligations under the Agreement by the Council during the Term, either Party may, by giving written notice to the other prior to the last day of the Term, extend the Agreement for a further period of time, up to twelve (12) months initially and thereafter on a rolling twelve (12) month basis until such time as these Services are no longer required by the Customer or the Council decides that it no longer wishes to provide the Services.

3. THE COUNCIL'S OBLIGATIONS

- 3.1 The Council warrants to the Customer that it will exercise in the performance of the Services such reasonable skill, care and diligence as may be expected of a properly qualified and competent provider experienced in carrying out work of a similar size, scope and complexity to the Services.
- 3.2 All work to be done by or on behalf of the Council for the purpose of executing this Agreement shall be carried out in a professional manner with all necessary care and, where special skill is involved, shall be carried out by a person or persons duly qualified and competent to exercise such skill.
- 3.3 The Council acknowledges to the Customer that it will observe and perform all the terms and obligations contained in this Agreement and confirms that the Customer shall be entitled to rely upon the exercise of the Council's reasonable skill and care.
- 3.4 The Council shall devote such of its time attention and abilities as are reasonable to the Customer as may be necessary for the proper exercise of its duties.
- 3.5 The Council shall at all times use its best endeavors to protect, enhance and further the interest of the Customer in accordance with the Customer's objectives and shall not by its actions bring the Customer in to disrepute or cause the Customer to incur liability of any kind except in accordance with this Agreement or any subsequent notification.
- 3.6 The Council shall comply with the reasonable directions of the Customer and use its best endeavors to carry out the Services.
- 3.7 The Customer may at any time identify additional services which it requires from the Council. In such a circumstance the parties shall agree in advance what the additional services are and the additional payment to be made to the Council for their performance.

4. THE COUNCIL'S PERFORMANCE

- 4.1 The Council shall use its best endeavours to attend all meetings arranged by the Customer for the discussion of matters connected with the performance of the Services.
- 4.2 Without prejudice to the submission of reports as specified under the Agreement the Council shall provide any additional reports reasonably requested as to the performance of the Services at such time or times, and in such form as the Customer may reasonably require.
- 4.3 The Customer shall have the power to inspect and examine any of the Services at any reasonable time. Where the Services are being performed on premises belonging to the Council, the Customer shall on giving reasonable notice to the Council be entitled to inspect and examine such Services. The Council shall provide free of charge all such facilities as the Customer may reasonably require for such inspection and examination.
- 4.4 Nothing in this Agreement shall be taken as binding the Customer to accept the Council's advice on any matter. If the Council offers advice to the Customer and they fail to accept that advice the Council shall not be liable for any losses howsoever incurred by the Customer as a result of the Customer failing to accept such advice.

5. SUB-CONTRACTORS

- 5.1 The Council may supply the Services through Sub-Contractors.
- 5.2 The City Council shall be entitled to select such Sub-Contractor as it thinks fit to perform the Services and no prior consent of the Customer (written or verbal) shall be required with respect to the use of Sub-Contractors.
- 5.3 Sub-contracting to Sub-Contractors shall not in any way relieve the Council from its obligations to provide the Services.

6. PAYMENT

- 6.1 The Council shall submit to the Customer an invoice at the beginning of each month for services provided in the previous month(s). The invoice shall be supported by such evidence as may reasonably be required to prove that the sums shown thereon are properly due and payable.
- 6.2 The date for payment of each of the Council's invoices shall be 30 (thirty) days after the date of receipt by the Customer of the invoices.
- 6.3 The Council shall provide VAT invoices in proper form.
- 6.4 For the avoidance of doubt the Fee is fully inclusive of all travelling, subsistence and other expenses and disbursements.

7. THE COUNCIL'S PERSONNEL

- 7.1 The Council shall engage suitably competent, qualified and experienced personnel to undertake the roles and responsibilities that are required in providing the Services to the Customer.

8. THE CUSTOMERS'S OBLIGATIONS

- 8.1 The Customer shall if so requested by the Council supply to the Council in such time as may be reasonable having regard to the time and nature of any such request any necessary and relevant data and information in the possession of the Customer or which may only be obtained by the Customer.
- 8.2 The Customer shall use reasonable care and skill to ensure that all relevant data and information it supplies to the Council is accurate and complete. The Customer shall immediately notify the Council if

it finds that any relevant data or information it has supplied is incorrect or inaccurate or otherwise should not be relied upon.

- 8.3 The Customer acknowledges that any reports issued or conclusions reached by the Council may be based upon information provided by the Customer and the Council assumes no responsibility or make no representations with respect to the accuracy or completeness of any information provided by the Customer.

9. ASSIGNMENT

- 9.1 The Council shall not transfer or assign either directly or indirectly this Agreement or any part thereof, without the prior written consent of the Customer and if such consent is given the Council shall remain liable for the performance of the Service in its entirety as if it were still personally executing it.

10. COPYRIGHT AND CONFIDENTIALITY

- 10.1 Subject to the requirement of the Freedom of Information Act 2000 the Council shall not disclose this Agreement or any provision thereof or any information resulting from, in connection with, or during the course of, the Agreement, to any person unless it is strictly necessary for the performance of the Agreement, and authorised in writing by the Customer. The Council shall comply with any instructions regarding changes to authorisations and other instructions regarding disclosure or non-disclosure. This clause does not apply in relation to information:

- (a) which is in or enters the public domain otherwise than by a breach of an obligation of confidentiality;
- (b) which is or becomes known from other sources without breach of any restriction on disclosure; or
- (c) which is required to be disclosed by law or any professional or regulatory obligation.

- 10.2 Subject to clause 10.1, the Council shall ensure that information about the Agreement, or arising from or connected with this Agreement:

- (a) is divulged only to the minimum number of persons;
- (b) is divulged only to the extent essential to each person's action in carrying out (or in connection with) the Agreement and that such persons do not further divulge such information;
- (c) is properly safeguarded.

- 10.3 The Council shall ensure that any contract with:

- (a) any of its employees; and
- (b) any sub-contractor engaged in any way in connection with the Agreement; contains a condition requiring that person to keep all information in relation to this Agreement and its performance confidential.

11. DATA PROTECTION

- 11.1 The Parties acknowledge that the Council may have access to Personal Data of the Customer. Where this is the case, the Customer as the Data Controller of such Personal Data appoints the council as its Data Processor to process such Personal Data on the Customer's behalf.

- 11.2. The Customer warrants that the processing by the Council of the Personal Data is authorised by the relevant Data Controller.
- 11.3. The Council agrees that it will act only on instructions received from the Customer regarding the use of the Personal Data it processes in connection with this Agreement and shall use all reasonable endeavours including the use of appropriate technical and organisational measures to prevent unauthorised or unlawful processing of such Personal Data and against accident loss or destruction of, or damage to such Personal Data and in any event it shall use at least the same measures to protect the such Personal Data as it uses to protect its own Confidential Information.
- 11.4 The Customer acknowledges that it is the responsibility of the Customer to comply with the DPA in respect of the personal data, as defined under the DPA, which it holds and shall indemnify the Council in respect of any claims by any person or body in respect of the Customer's responsibilities under the DPA.

12. CONFLICT OF INTEREST

- 12.1 The Council warrants that none of its personnel engaged in providing the Services are aware at the date of this Agreement of any actual or potential conflict of interest on the part of the Council in relation to the provision of the Services.

13. INDEMNITY AND INSURANCE

- 13.1 The Council shall indemnify and keep indemnified the Customer against injury (including death) to any persons or loss of or damage to any property which may arise out of the act or default or negligence of the Council its sub-contractors, employees, or agents and against all claims demands proceedings damages costs charges and expenses whatsoever in respect thereof or in relation thereto.
- 13.2 The Council's liability to pay damages for losses incurred by the Customer in connection with or arising out of this Agreement shall be limited only to that part of the Customer's actual loss that was caused by the Council.

14. TERMINATION

- 14.1 In the circumstances set out below, the Customer shall be entitled to terminate this Agreement without giving notice if:
- (a) the Council is guilty of any serious breach or non-observance of any of the conditions of this Agreement;
 - (b) the Council neglects or persistently fails or refuses to carry out the duties assigned to it under this Agreement; or
 - (c) the Council has not, in the reasonable opinion of the Customer, exercised such due diligence as enabled the Services to be performed.

Termination for convenience

- 14.2 The Authority may terminate this Agreement at any time by giving three months' written notice to the Council. [Such notice shall not be served within one (1) year of the Actual Services Effective Date].
- 14.3 Should the Council terminate this Agreement in accordance with Clause 14.2 then the Customer shall pay to the Council the termination sum calculated in accordance with the following-
- (i) all monies due under the Agreement up to and including the date of said termination;
 - (ii) liquidated damages calculated at the rate of [%] of the average monthly Fee from the anniversary of the Effective Date to the first date of said termination;

- (ii) the Authority recognises and accepts that the said percentage of the Fee represents a fair measure of damages to the council as will be calculated by a Court of Law.
- 14.2 The Council or its personal representatives shall upon the termination of its engagement immediately deliver up to the Customer all correspondence, documents, specifications, papers and property belonging to the Customer which may be in its possession.
- 14.3 The Council shall be entitled to payment in respect of the Services for any work carried out up to the date when the Agreement is terminated PROVIDED THAT a proper invoice is submitted for the payment.
- 14.4 Clauses 6, 10, 11, 13, 16 and 18 of this Agreement shall survive its termination and continue to bind both parties.

15. ALTERATIONS TO TERMS

- 15.1 All additions, amendments and variations to this Agreement shall be binding only if in writing and signed by the duly authorised representatives both of the Council and of the Customer.

16. DISPUTE RESOLUTION

- 16.1 In the event of any dispute arising between the parties in connection with this Agreement which cannot be resolved by good faith negotiations between the parties' immediate contract representatives, the resolution of the dispute shall be escalated to senior management level within 30 days of a written request from either party to the other.
- 16.2 If the dispute is not resolved within 30 days from the date of escalation to senior management level, then any dispute between the parties shall be referred to the parties relevant directors for resolution of the dispute.

17. AUDIT

- 17.1 The Customer and its duly appointed agents shall have full audit rights of all documents produced wholly or partly for the purpose of this Agreement including the right to inspect documents and to take copies

18. ACTIONS REQUIRED BY LAW

- 18.1 Nothing contained in this Agreement shall prevent either party from taking all such actions as may be required by law or statute or to comply with the regulation of any relevant professional or statutory body or agency.

19. NOTICES

- 19.1 Any notice to be given hereunder shall either be delivered personally or sent by registered post or recorded delivery or by facsimile transmission or other means of telecommunication in permanent written form. The addresses or numbers for service of the Customer and of the Council shall be those stated in clause 19.3 or such other address or number for service as the party to be served may have previously notified in writing to the other party. A notice shall be deemed to have been served as follows:
 - (a) if personally delivered, at the time of delivery;
 - (b) if sent by facsimile transmission or other means of telecommunication, at the time of transmission; and
 - (c) if sent by registered post or recorded delivery, at the time of delivery as recorded in the appropriate register.
- 19.2 In proving such service it shall be sufficient to prove that personal delivery was made or that the applicable

means of registered post or recorded delivery or telecommunication was properly addressed and despatched as the case may be.

19.3 The address for service of notices for each party under this Agreement shall be as follows:

(a) The Customer Leeds Community Healthcare NHS Trust, Stockdale House, Leeds, LS6 1PF.

For the attention of: Richard Worlock, Equality & Diversity Manager

(b) The Council, Civic Hall, Leeds, LS1 1UR

For the attention of: Jayne Grant, Interpreting and Translation Team Co-ordinator

20 Entire Agreement

20.1 This Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Agreement supersedes, cancels or nullifies all prior negotiations between the Parties in relation to such matters.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed by their duly authorised representatives.

.....
Name:
Position:
For and on behalf of **(Insert name of Customer)**

.....
Name:
Position:
For and on behalf of **Leeds City Council**

SCHEDULE 1

The provider will be expected to advise of and take into consideration specific requests for male/female interpreters, or any other culturally appropriate needs when taking bookings.

The Services

The Council shall perform the following Services:

- The Council will supply a face to face interpreting and translation service.
- Bookings for the service should only be made by staff from Leeds Community Healthcare NHS Trust. The Council will not accept requests/bookings direct from the individual requiring language support or direct from interpreters/translators. The Council will not accept responsibility for payment of any bookings where this process has not been followed.
- Receive email requests for community language face to face interpreters from Leeds Community Healthcare NHS Trust, and to co-ordinate, book, amend or cancel face to face community interpreting sessions.
- At an operational level, individual sites and teams will contact the Council direct with regards to bookings, cancellations etc.
- The Council will respond to any enquires within a timely manner from taking the booking (unless over a weekend). Where the provider is unable to do this they must advise the requester of this as soon as possible
- Any urgent requests will be dealt with accordingly.
- Continuity of some interpreters may be required for follow on appointments and the Council will liaise with the appropriate interpreter and Customer to arrange and confirm bookings.
- If the requirement arises for the provision of a language that we don't have, the Council shall do their utmost to ensure that they can source the skills and expertise required for this language. This will be charged according to the third party organisation rates.
- Interpreters shall not be expected or required to advocate. Any requests for interpreters to act as advocates, or speak with service users without the presence of a professional should be reported back to the Council.
- Interpreters provided by the Council shall be efficient and professional in their work.
- The Council shall maintain and utilise a rota when responding to requests for

frequently used interpreters to ensure that individual interpreters are routinely used.

Business Hours

- Standard office hours are Monday to Thursday, 9am to 5pm and Friday, 9am to 4.30pm. All requests received after office hours will be processed the next working day.

Price

- A clear working day is defined as 09:00 to 17.00 Monday – Thursday and 09.00 to 16.30 on Friday. These are our normal office hours.
- For bookings on evenings, weekends and bank holidays, the out of hour rate will apply.

Face-to-Face Interpreting (Minimum booking of 1 hour)

- The hourly charge for interpreting from 07.00 till 19:00 is £27.00 for the first hour thereafter every 15 minutes is £6.75. Time is rounded up to the nearest 15 minutes.
- Plus travel time (a one-off charge of either £7.50 or £15.00 depending on where the interpreter is travelling from).
- Plus travel expenses (public transport costs and/or mileage at £0.25 per mile and/or parking).
- If the interpreter is requested to make a telephone call from their own mobile - £5.00
- Plus £5.00 admin charge.
- From the hours of 19.00 to 07.00 am for the first hour £40.50 thereafter every 15 minutes is £10.13. Plus travel time, expenses and charges for any phone calls made. This is also the weekend and bank holiday rate.
- If Sub-Contractors are used, costs will vary.

Sub-contractors/Third party organisations

- The Council may supply the Services through Sub-Contractors where necessary.
- The Council shall be entitled to select such Sub-contractors as it thinks fit to perform the Services and no prior consent of the Customer (written or verbal) shall be required with respect to the use of Sub-contractors.

Invoicing

- The Council will invoice Leeds Community Healthcare NHS Trust with one invoice monthly for the services provided to them and any outstanding from previous months.
- The Council will be responsible for paying interpreters direct who are paid a fair rate for the work they undertake and that this is done in a timely and regular manner.

Monitoring of service

Monthly Management reports to include

- Monthly management reports to be emailed to the appropriate officer including:
- Service cost code

- Service
 - Team (if applicable)
 - Address of assignment (including post code)
 - Languages required
 - Duration of assignment
 - Cost
-
- The SLA will be managed by a representative from the Council's Interpreting and Translation Service. Review meetings will be held every six months or when required.

Leeds Community Healthcare NHS Trust

For face to face interpreting for community languages, LCHT shall agree to the following:

- Officers requesting interpreting sessions to email a booking request form or complete an online booking form.
- To provide full and accurate information to the Council in order to co-ordinate a request. This should consist of session details including:
 - Date
 - Time
 - Duration
 - Full venue address and postcode
 - Language including dialect
 - Any cultural requirements eg male or female interpreter required
 - Patient name and NHS number
 - Nature of session
- To provide requesting officer details including:
 - Officer name
 - Team name and address
 - Contact details including email and telephone number
 - Service cost code.
- To inform the Council of any amendments to interpreting sessions including, change of date, time, duration or venue at the earliest possible time.
- Officers to check the email confirmation and inform the Council of any amendments.
- If the Council have not been informed of any amendments to email confirmation, resulting in the session not going ahead, eg if the date/time of session was inputted incorrectly, the session will be charged for.
- To inform the Council if an appointment where an interpreter has been requested is cancelled by ringing or emailing details including a confirmation reference number. Failure to do so may result in you being charged for the session.
- Officers attending a booked session, to aim to arrive on time. If running late, the officer to inform the Council.
- To meet the interpreter outside of the venue if a home address

For translation of documents, LCHT shall agree to the following:

- To provide full and accurate information to the Council in order to co-ordinate a request for translation. This should consist of session details including:
 - Document to translate, preferably in word format

- Language required to be translated to/from
- Date required completed translation to be returned
- To provide requesting officer details including:
 - Officer name
 - Team name and address
 - Contact details including email and telephone number
 - Service cost code.