



SELF EMPLOYED SESSIONAL ASSESSING SOCIAL WORKER



ASPIRATIONAL

ENGAGED

FAIR AND EQUITABLE

BEYOND PROFIT

PASSIONATE

tactcare.org.uk

SAMPLE ONLY FOR YOUR INFORMATION

TACT CONSULTANCY CONTRACT FOR SERVICES

Consultant's Agreement

1. Introduction and Definitions:

This Agreement is between The Adolescent & Children's Trust, The Courtyard, 303 Hither Green Lane, London SE13 6TJ (herein after called TACT) and xxxxxxxxxxxxxxxx (herein after called 'the Consultant').

The Agreement will be in accordance with the following Terms and Conditions unless and until an alternative is specifically agreed between the Parties. This agreement will not take effect until the consultant has supplied the Human Resources department of tact with:

- A signed undertaking agreeing to be responsible for paying their own tax and national insurance contributions (attached hereto)
- Their unique tax reference number (when provided by tax office)
- A copy of their Professional Indemnity Insurance to the Human Resources department.

2. Relationship

It is intended by the parties that nothing in this agreement should be construed as creating a relationship between the parties of employer and employee.

3. Offers of Work

Under this agreement TACT is not obliged to offer work to the Consultant, nor is the Consultant obliged to accept offers of work from TACT.

4. Purpose of the Agreement

The purpose of this Agreement is set out in the attached schedule of work. The Consultants professional services will only be used by TACT on a 'when needed' basis and at such times and at such locations as TACT and the Consultant agree. The Consultant will provide his/her services to TACT with reasonable care and skill and to the best of his/her ability and TACT will closely monitor the work carried out by the Consultant on a regular basis at such times and at such locations to be agreed between both parties.

The Consultant will at all times comply with TACT's Equal Opportunities Policy (copy attached).

5. Engagement of Substitutes

The Consultant is not required to provide the Services personally, and may nominate a suitable substituteto provide all or any of the Services.

6. Commencement date and duration of the Agreement

This Agreement will commence on the xxxxxxxxxxxxxxxx and is to be carried out in accordance with the following condition: xxxxxxxx

This Agreement may be terminated by either party giving 7 days notice in writing. TACT may terminate the agreement immediately in the event that the Consultant commits any material breach of the terms of this Agreement, or is guilty of gross negligence or serious misconduct.

7. Self Employed Fees and expenses

TACT will pay you for initial visits to be carried out on potential foster carers, adopters and/or 'F' form assessment/s such amount/s to be as agreed in a Schedule of Work form (such fee/s to be inclusive of VAT if applicable) – see attached example. Payment by TACT will only be made after the work has been satisfactorily completed – or to the point where it is agreed that the work should cease – and following receipt of your personal invoice which must bear your name and address.

Your invoice should be submitted to the Area Manager for whom the work is being carried out for sanctioning prior to submission to our Head Office Accounts Department for payment. Payment will be paid by cheque or BACS.

If you attend any TACT training courses, no professional fees may be charged to TACT for this but travelling expenses can be charged.

Where appropriate, travel, subsistence and other expenses will be paid at cost and in accordance with arrangements specifically agreed, in advance, with the Consultant. The Consultant will be responsible for accounting for, and calculating and making payment of any Income Tax or National Insurance liability to the appropriate authorities.

8. Invoices and payment

Unless specifically agreed otherwise, invoices will be submitted monthly by the Consultant and payment made within 30 days.

9. Taxation

The intention is clear that the Consultant will have the status of a SELF EMPLOYED person and shall not be entitled to any pension benefits, health care insurance, sickness pay, holiday pay or any other fringe benefits which TACT may offer its permanent PAYE employees. The Consultant will be responsible for all Income Tax liabilities and National Insurance (or similar) contributions in respect of his/her fees rendered to TACT. The Consultant agrees to indemnify TACT against all demands for Income Tax, penalties, interest in respect of your services hereunder and against its costs of dealing with such demands.

10. Confidentiality

(a) The Consultant is aware that during the currency of this agreement he/she will have access to and be entrusted with information in respect of the business and financing of TACT and its dealings, transactions or affairs, all of which information is or may be confidential.

(b) The Consultant shall not (except in the proper course of his/her work) during or after the currency of this agreement divulge to any person whatever or otherwise make use of (and shall use his/her best endeavours to prevent the publication or disclosure of) any confidential information concerning the business or finances of TACT or any of its dealings transactions or affairs or any such confidential information concerning any of its suppliers, agents, distributors or Clients.

(c) All notes and memoranda of confidential information concerning the business of TACT or any of its suppliers, agents, distributors or Clients which shall be acquired received or made by the Consultant during the currency of this agreement shall be the property of TACT and shall be

surrendered by the Consultant to someone duly authorised in that behalf at the termination of this agreement or at the request of a Director at any time during the currency of this agreement.

11. Publication of material

Where the Agreement provides for the publication of material, the following specific conditions shall apply:

(a) TACT will retain the right to edit the final draft prior to publication subject, in the case of joint publications, to amendments proposed being agreed with the author(s).

(b) Prior to publication, the Consultant and/or others associated with the publication shall not disclose any material obtained or produced for the purposes of the project to any other party unless TACT has given prior approval in writing.

(c) The Consultant will provide to TACT copies of all material, data etcetera collected specifically for the project and indicate the source of other material used.

(d) TACT will, except where specifically agreed otherwise, hold copyright to the publication. Other matters relating to the use of the material shall be covered as an Appendix to this Agreement. Where other uses are agreed, all material and publications based on the project shall acknowledge TACT.

12. Misconduct Issues

The Consultant has a duty to notify TACT of any misconduct issues that arise whilst providing services to TACT.

13. Convictions Whilst Providing Services

The Consultant is required to inform TACT immediately if at any time, whilst providing services to TACT, the Consultant is convicted of any criminal offences or is in receipt of any indictments, police cautions or reprimands. Any such information disclosed to TACT will be processed in accordance with the Data Protection Act 1998. Failure to notify TACT of any such convictions, indictments, cautions or reprimands may result in TACT deciding to cease using the Consultants services.

14. Press

If the Consultant is approached at any time by a member of the Press regarding any matter which could potentially have a bearing on TACT, the Consultant must not respond to any questions asked or make any comments whatsoever. You should report the matter to the Chief Executive of TACT immediately.

15. Honesty

You will act honestly towards TACT and its clients at all times.

16. Child Protection

The Consultant agrees to work to TACT's Child Protection Policy and specifically in relation to any allegations or complaints made against the Consultant (copy of policies available from the TACT area office).

17. Professional Indemnity Insurance

You must ensure that you have adequate current professional indemnity insurance whilst carrying out work for TACT. Proof of such insurance will need to be produced to TACT's Human Resources

Department before work agreed to be undertaken commences. Professional indemnity insurance is available from BASW.

18. Personal Profile

You will give TACT permission (on request of a placing authority in connection with any child care or child protection issue) to allow the placing authority's representatives (where necessary), to view your personal records (including details of your qualifications and experience) and Criminal Records Bureau checks obtained on you by TACT or placing authorities.

19. Professional Qualifications

Your engagement for services with the Company is conditional upon you having and retaining the appropriate professional qualifications and maintaining standards and levels of Continuing Professional Development (CPD) appropriate to your profession. Therefore you will be required to submit the original certificate showing membership of the relevant Social Work Council every three years or on request of the Company. The Company reserves the right to terminate your contract for services in any case where it is discovered that you do not have or have failed to maintain the appropriate qualification or if you are disbarred from the appropriate Regulatory Body or Authority or where you fail to provide the relevant certification on request. You are required to provide documentary evidence of any professional qualifications appropriate to your position.

20. Vehicles and Driving

If you drive your own vehicle at any time in order to carry out your duties at work, you are required to read, understand and follow these rules, which form part of your contract for services. If you use your own vehicle for work purposes, you are required to ensure that you hold the current MOT for your vehicle which must also be properly taxed and insured for use on Company business and you will be required to provide evidence of this to management on request. You will be required to submit a copy of your driving licence on at least an annual basis.

21. Other conditions:

Any other conditions, including variations to the terms set out above, shall be included as an Appendix to this Agreement.

For: (Organisation)

Signed:

Date:

Name:

Designation:

For the Consultant

Signed:

Date:

Name:

Designation:

SCHEDULE OF WORK FOR SELF EMPLOYED SOCIAL WORKERS

The agreement is made on:

Between TACT (The Adolescent and Children's Trust):

of (address):

and (name):

of (address):

Tel no:

Email:

Name of applicant(s)/adopters/ foster carers:

Address:

Work to be undertaken:

HPCPC/SSSC/CC for Wales (to be checked on line) and copy attached to this schedule:

1. OBJECTIVE

You are appointed to undertake initial visits, Form F assessments or other specified pieces of work in return for payment set out below and within the terms of the agreement outlined.

2. REQUIREMENTS

a) Independent Form F / Par Assessments

(1) Form F Assessor

Independent Form F assessors will complete the work within a reasonable time scale (14-16 weeks). A Form F assessment for fostering is based on the assumption that it will take approximately 50 hours of work.

(2) Admin Manager

TACT will provide the Form F assessor with the appropriate BAAF template to complete the Form F/PAR.

(3) Line Manager

The Independent Form F assessor will be given the email address of the Manager supervising the work (i.e. Line Manager) and an administrator who will be available to offer support.

(4) Form F Assessor

The assessor will write a plan of the assessment after the first visit to the applicant(s) and this will be sent to the manager.

(5) **Form F Assessor**

The assessor will maintain regular contact with the office to make sure there is no outstanding work with regard to checks. It is expected that the assessor will come into the office on at least one occasion during an assessment to review the file.

(6) **Admin Manager**

Admin staff will be responsible for taking up checks but the assessor must ensure checks are completed and follow up where there are issues. Copies of all checks and references will be sent to the assessor and a copy retained on file.

(7) **Form F Assessor**

The assessor is responsible for making appointments, typing, proof reading and obtaining all necessary information to enable the completion of the Form F/ PAR.

(8) **Form F Assessor**

At least 4 personal references will be taken up (3 for a single applicant) and at least 2 must be visited. Where applicant has co-parented with a previous partner that person should be contacted (unless there are compelling reasons not to do so).

(9) **Line Manager**

The independent Form F assessor will take part in at least 2 supervision/consultation sessions with the Manager.

(10) **Form F Assessor**

The assessor will regularly e-mail the manager to let them know dates of visits carried out and areas discussed, and keep them abreast of any developments.

(11) **Form F Assessor**

Assessors are expected to attend sessional meetings as and when provided by the agency.

(12) **Line Manager**

Any extension of the time scale agreed for the completion of the Form F will need to be negotiated with the Manager concerned.

(13) **Form F Assessor**

A full draft of the Form F /PAR will be submitted to the Manager at least 6 weeks prior to panel in order to allow time for the Manager or Panel Adviser to read the report and make any comments, feedback and adjustments.

(14) **Form F Assessor**

The assessor will attend the panel with the applicants and complete any additional work required by the panel.

(15) **Form F Assessor**

Post panel, the assessor will work with applicants (in the case of adopters) to draft a profile of the applicants strengths.

(16) **Form F Assessor**

Post panel, the assessor will return their handwritten/ typed notes for the file.

b) Initial Visits**(17) Assessor**

Initial visits will be carried out within 10 working days of allocation following the agreed TACT format.

(18) Assessor

A typed copy of the initial visit, with recommendations, will be returned to the Area Manager within 10 working days of the visit.

c) Other Pieces Of Work**(19) Line Manager**

Any other pieces of work will be allocated on the basis of individual negotiation between the line manager and the self employed social worker and expectations and time scales clearly laid out.

(20) Self Employed Social Worker / Area Manager

Self Employed Social Workers will invoice TACT on satisfactory completion of the work and this will be sanctioned by the Area Manager.

Adoption assessments using the BAAF PAR £2000	£2000
Fostering assessments (independent sessional staff)	£1900
Travelling time is included in the above payments unless travelling is in excess of 1 hour in each direction, in which case travelling time will be paid for the 'in excess' period only at £15 per hour	
Initial visits, assessment which are not completed, and any other piece of work:	
Allocated from all offices (fostering)	£33.00 per hour
Adoption assessments, regardless of geographical area	£33.00 per hour
Travelling time	£15 per hour
Travel expenses	45 per mile or public transport costs reimbursed

4. CONFIDENTIALITY

Please refer to the confidentiality section of the self employed agreement already completed.

5. AGREEMENT

I agree to accept the above work at the rates of pay quoted and to work and abide by the conditions defined in my self employed agreement and I agree to work to all TACT Policies, Procedures and Standards.

Signed by:

Date:

Self Employed Social Worker

Please return this form to your TACT Manager duly signed and dated. When a piece of work is allocated, a copy will be given to you.

Signed by:

Date:

TACT Manager

SAMPLE

Equal Opportunities

1. POLICY STATEMENT

TACT is fully committed to providing a harmonious working environment in which employees and consultants are able to maximise their full potential and to contribute to business success, irrespective of their age, gender, ethnic origin, race, disability, religious beliefs, sexual orientation or marital status.

TACT is committed to identifying and eliminating discriminatory practices, procedures and attitudes throughout the organisation. TACT believes that all employees and consultants are entitled to be treated with dignity and respect while at work and to treat others with dignity and respect also when representing the business in any capacity outside of the usual working environment. TACT expects employees and consultants to support this commitment and to assist in all possible ways.

The aim of this policy is to prevent discrimination, provide guidance to resolve any problem should it occur and prevent recurrence.

2. PREVENTING DISCRIMINATION IN EMPLOYMENT/ ENGAGEMENT

TACT endeavours to ensure that no employee, job applicant or consultant is discriminated against, either directly or indirectly, on the grounds of age, gender, ethnic origin, race, disability, religious beliefs, sexual orientation or marital status. This commitment applies to all the aspects of employment/engagement outlined below:

- Recruitment and selection, including advertisements, job descriptions, interview and selection procedures.
- Training for all staff involved in the recruitment of staff/ consultants.
- Training for all staff to ensure employees/consultants are aware of the policy and practice.
- All training in which staff/consultants participate will actively take account of equal opportunities issues and address any discriminatory remarks of behaviour.
- Promotion and career development opportunities.
- Terms and conditions of employment, and access to employment-related benefits and facilities.
- Grievance handling and the application of disciplinary procedures.
- Selection for redundancy.

TACT will establish an ongoing monitoring and reviewing system to assess the impact of our policies and their related activities, inform on progress and take necessary action to encourage good practice and tackle any negative impact.

3. EQUAL OPPORTUNITIES AWARENESS

All employees/consultants will be informed of the Company's expected standards of conduct in respect of equality of opportunity at the induction stage of employment/engagement. This will outline the need for equality in the workplace, the impact that discrimination may have on fellow employees/consultants and what the consequences of derogatory conduct or remarks may include. It will also include discussion on issues of difference that the line manager and employee/consultant need to take account of in their supervisory relationship.

Where necessary, the Company will take additional steps to ensure there is an appropriate awareness amongst employees/consultants of the effects of discriminatory behaviour. Training our employees/consultants to implement this policy is undertaken.

4. HARASSMENT

Harassment is unwanted conduct of a sexual, racial, ageist or disability nature directed towards an employee/ consultant by a fellow employee/consultant (or group of employees/consultants) which is regarded as unwelcome and offensive by the recipient. Harassment may include:

- Unwanted physical contact, ranging from touching to serious assault.
- Unwelcome sexual advances, propositions, suggestions or pressure to participate in social activities outside work where it has been made clear that this is not welcome.
- Suggestions that sexual favours may further an employee's/ consultant's career, or that refusal may hinder it.
- Conduct which is intimidating, such as physical, verbal and non-verbal abuse. This includes the display of sexually explicit or racially offensive material, the use of sexually explicit or racially offensive humour or humour about disability or age which offend and comments of a discriminatory nature, whether directed specifically at any particular individual or not.

It is the impact of this behaviour which is relevant, not the motive or intended aim.

5. SEXUAL HARASSMENT

Any claim or litigation directed against an individual employed by TACT whether a Consultant or otherwise, should not be assumed to create any legal responsibility on TACT's part to assist any individual or any financial liability for TACT on behalf of such an individual. Claims for sexual harassment are specifically excluded from TACT's insurance policies and claims of other kinds may not necessarily be met by these insurance policies. In such cases as sexual harassment claims, the individual concerned facing a claim should assume neither TACT nor TACT's insurance policies will assist them.

All allegations of sexual harassment against any employee/ consultant will be dealt with rigorously under the Disciplinary and Grievance procedure.

6. EMPLOYEES '/CONSULTANT 'S RESPONSIBILITIES

All employees/consultants have the right to work in an environment which is free from any form of harassment. All employees have a responsibility to help ensure a working environment in which the dignity of employees/consultants is respected; employees/consultants must ensure their behaviour to colleagues, clients or and customers does not cause offence and could not in any way be considered to be harassment.

The Company fully recognises employees'/ consultants' right to complain about harassment should it occur and recommends the following procedure:

7. INFORMAL COMPLAINT

Where an employee/consultant does not view the harassment as serious or where it is not repeated and the employee/consultant simply wants the behaviour to stop, they should approach the alleged harasser directly, making it clear to the person(s) harassing them that the behaviour is offensive, is not welcome and that it should be stopped.

Where the employee/consultant finds this difficult or embarrassing, they may request a member of the management team to approach the alleged harasser informally on your behalf.

8. FORMAL COMPLAINT

The formal complaints procedure is appropriate if the employee/consultant views any harassment to which they have been subjected as serious, if they prefer this method or if the harassment continues after the informal procedure has been used. All formal complaints will be dealt with seriously, promptly and confidentially under the Company's Grievance Procedure.

Formal complaints should be made in accordance with the Company's Grievance Procedure. An investigation will be conducted to clarify and formally record the nature of the complaint and the events surrounding the complaint, and will include meetings with anyone who can assist with the investigation. During this time, every effort will be made to distance the associated parties from each other.

9. IF AN EMPLOYEE /CONSULTANT IS ACCUSED OF DISCRIMINATION OR HARASSMENT

If an employee/consultant is accused of acting in a discriminatory manner towards a fellow employee/consultant or a job applicant, or if they are accused of harassment, they will be given a proper opportunity to rebut the allegation as part of the investigation, and provide an explanation of their actions.

If it is concluded that there was no discrimination or harassment, this will be the end of the matter. If it is concluded that a false claim has been maliciously made against the employee/consultant, the person or persons responsible may be subject to disciplinary action. If it is concluded that they have acted in a discriminatory manner, or have harassed another employee/consultant, their manager will consider what action to take. This may range from counselling to formal disciplinary action, including dismissal in serious cases.

10. EQUAL PAY

Men and women are entitled to be paid equally without any bias on the grounds of sex and that this right is set out in the Treaty of Rome and is enforceable under UK Law. All reasonable steps will be taken to ensure that male and female staff receive equal pay for the same work and for work rated as equivalent and for work of equal value.

11. TRAINING

We will train, develop and promote on the basis of merit and ability and encourage employees, consultants and applicants from all races.

12. MANAGEMENT RESPONSIBILITIES

Managers are the guardians of equality of opportunity within their areas of responsibility. Equal Opportunities are part of the larger management responsibility of ensuring that the employment environment provides employees/consultants with motivation to do a good job. This will be impossible to achieve if individuals feel that they are being treated unfairly.

Where problems or complaints arise, managers must take these seriously and make sure they are fully investigated and that any necessary follow-up action is taken. This may include initiating disciplinary action against employees/consultants who have committed acts of discrimination or harassment.

13. MONITORING

Equality of opportunity is about good and effective employment practice, and about creating an environment in which everybody can be assured that their contribution is valued. TACT will not tolerate harassment of any kind in the working environment and will take positive action to prevent its occurrence.

Equal Opportunities practice is developing constantly as social attitudes and legislation change. The Company will monitor the effectiveness of its policies and will implement changes where these could improve equality of opportunity. This commitment applies to all the TACT employment policies and procedures, not just those specifically connected with equal opportunity.

Equal opportunities will be monitored at every stage including:

- All elements of the recruitment and selection process; job applicants and existing employees
- Promotion and transfer
- Terms and conditions of employment
- Work life balance and sexual harassment policies
- Grievance and disciplinary procedures
- Resignations, redundancies and dismissals

Diversity

POLICY STATEMENT

TACT actively encourages diversity to maximise achievement, creativity and good practice and bring benefit to individuals and communities.

TACT encourages all people it works with and for to contribute to an environment in which people feel comfortable expressing how they feel and what they need, knowing they will be treated with respect and that their contribution will be valued.

The way we work, train and learn within TACT reflects both the mission and objectives of TACT and the spirit and intentions of legislation that outlaws discrimination and promotes equality and diversity.

TACT makes reasonable adjustments to working practices, equipment and premises and offers, where appropriate, additional support to trustees and employees to ensure they are able to take a full and active part in TACT's work.

TACT also recognises that its ability to meet these diverse needs is enhanced by having a diverse workforce which generally reflects local populations in the area that it services and which has the skill, knowledge and understanding to achieve the service objectives. It commits itself to valuing diversity in its workforce and to developing and training employees to improve their ability to meet TACT's goals within an overall framework of equality.

TACT is committed to be an organisation that:

- Has a workforce generally reflecting the population it serves.
- Accepts that all have a right to their distinctive and diverse identities.
- Understands how valuing diversity can improve TACT's ability to deliver better services to children and young people and so reduce disadvantages.
- Actively consults with staff, foster carers, young people and other stakeholders to ensure that the services, which are provided, are responsive and reflect the diversity of need.
- Provides a supportive, conducive environment where all employees/consultants have the opportunity to reach their full potential.
- Allows employees/consultants to challenge behaviour that de-values diversity and equality in a safe and constructive manner.

TACT believes that employees/consultants have an important part to play in making this happen and it requires every employee/consultant to recognise and discharge their own responsibility. It undertakes to listen to its foster carers, young people and customers and to involve them in the development of services, which recognise and value their diversity.

TACT uses its best endeavours to deliver services in a manner that genuinely recognises the role and benefits of an inclusive society that brings opportunities and access, not barriers, to individuals.

How to Apply

Please complete the online application form available from the TACT website. If you have any questions or queries about the role please contact the TACT HR Department by writing to 303 Hither Green Lane, London, SE13 6TJ or emailing hr@tactcare.org.uk.

Checks:

At least 2 references from the last 3 years will be requested, at least 1 of these will be a professional reference. An enhanced DBS check will be undertaken on your behalf by TACT.

