

<p>STANDARD TERMS & CONDITIONS FOR SERVICES SAFEGUARDING CLAUSE</p>
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1. Where all or part of the Services are Regulated Activities and **Regulated Activity** means in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 then the Contractor is a Regulated Activity Contractor and **Regulated Activity Contractor**: shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006 the Contractor with ultimate responsibility for the management and control of the Regulated Activity provided under the Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006 the following provisions shall apply:

1.1.1 The Contractor shall adopt safeguarding policies and procedures that comply with the Council's safeguarding policy as amended from time to time.

1.1.2 At the written request of the Council and by no later than 5 working days following receipt of such request, the Contractor must provide evidence to the Council that it is addressing any safeguarding concerns.

1.1.3 If requested by the Council, the Contractor shall participate in the development of any local multi-agency safeguarding quality indicators and/or plan.

1.1.4 Contractors will ensure all staff engaged in delivery of the Services are aware that they have a duty to report any suspicions, allegations, observations or disclosures of abuse to their line manager within 1 hour, or if the line manager is likely to be unavailable within timescale, directly to the Council or its appointed agent or contractor on such number as notified from time to time.

1.1.5 Contractors will remove from delivery of Services any person against whom an allegation of abuse is made until such time (if at all) as such allegation is investigated and all appropriate measures following such investigation taken effect.

1.1.6 The Contractor must have a confidential reporting procedure allowing Staff and others to raise matters concerning possible malpractice on a confidential basis that protects so far as practicable that member of Staff being identified. In addition, the Contractor must give all employees a copy of the Council's policy relating to Whistleblowing and expressly advise them and remind them at least annually that the policy exists and encourage Staff to raise serious concerns with the Council.

1.2 At all times, the Contractor must ensure that:

1.2.1 each of the Staff is suitably qualified and experienced, adequately trained and capable of providing the applicable Services in respect of which they are engaged;

1.2.2 there is an adequate number of Staff to provide the Services properly in accordance with the provisions of the applicable Service Specification and shall conduct regular reviews of staffing levels and resources and in planning take account of increased demand and winter pressures, bank holidays and school holidays;

1.2.3 where applicable, Staff are registered with the appropriate professional regulatory body;

1.2.4 ensure there is continuity in relation to a Service user and care worker assigned to them in accordance with the Specification.

Where Staff means all persons employed by the Contractor to perform its obligations under this Contract together with the Contractor's servants, agents, suppliers and Sub-contractors used in the performance of its obligations under this Contract

1.3 The Contractor must have in place adequate systems for training and development of staff seeking and recording specialist professional advice and must ensure that every member of Staff involved in the provision of the Services receives proper and sufficient continuous professional and personal development, training and instruction each in accordance with Good Industry Practice and the standards of any applicable relevant professional body where Good Industry Practice means using standards, practices, methods and procedures conforming to the Law and using that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced person providing services the same as or similar to the Services, at the time the Services are provided, as applicable



1.4 Before the Contractor engages or employs any person in the provision of the Services, or in any activity related to, or connected with, the provision of the Services, the Contractor must: -

1.4.1 Complete the following pre-appointment checks: verification of identity checks, right to work checks, registration and qualification checks, a check of gaps in employment so as to ensure all employment and non- employment history is accounted for, together with any other checks required by law of employees prior to engaging Staff

1.4.2 Complete such other checks as required by the Disclosure and Barring Service established under the Protection of Freedoms Act 2012

1.4.3 Not employ or use the services of any person who is barred from or whose previous conduct or records indicate that he or she would not be suitable to provide the Services or who may otherwise present a risk to service users.