

## **Special Terms – Section C**

### **1. Definitions**

The following words and expressions shall have the following meanings:

Assessment of needs:	means assessment of needs.
Regulated Activity:	In relation to children as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006. In relation to vulnerable adults as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
Regulated Activity Provider:	As defined in section 6 of the Safeguarding Vulnerable Groups Act 2006.
Regulatory Body:	any body which is established by or pursuant to statute, to whose regulatory powers either of the parties are subject to.
Service User:	means the recipient of the Service referred to the Provider following an Assessment of needs.
Support Plan:	means a Service User's support plan to be agreed between the service provider, and the Service User.

### **2. Application of these Special Terms.**

- 2.1. These Special Terms shall apply to the Contract and shall be read together with the Corporate Terms and Conditions for Service in Section B.
- 2.2. Where there is a conflict, these Special Terms shall take priority over the Corporate Terms and Conditions for Service in Section B.

### **3. The Service**

- 3.1. The Provider shall provide the Service set out in the Specification and each applicable Support Plan with effect from the Commencement Date.
- 3.2. The Provider must promptly notify the Council by telephone or by any other effective means in the happening of any of the following events:
  - i) sudden deterioration in a Service User's condition or health;
  - ii) unexplained absence of the Service User from the Premises;
  - iii) any incidents of violence, abuse, crime, offensive behaviour or the like

directed at or from the Service User;

- iv) death or other serious illness of a Service User or any other person who share the Premises with the Service User;
- v) any circumstances where a Service User appears to be in need of other medical attention, where they are a danger to themselves or others, but refuses to seek medical help;
- vi) any change in a Service User's needs, which may result in the manner of provision of the Service or an increase or decrease of the level of Service.

- 3.3. The Provider shall not be party to any contract, arrangement, gambling or financial transaction of any kind whatsoever whether as adviser, seller, purchaser, beneficiary or executor and the Provider shall not participate, advise or involve itself in any way in the financial affairs of the Service User other than as provided under this Contract.
- 3.4. The Provider shall not accept gratuities or gifts of any kind from the Service User or in respect of the Service User.
- 3.5. The Provider must not enter any contract or make any private arrangement with the Service User or demand or make any charge or take any payment or fees from the Service User in return for provision of any service what so ever.
- 3.6. The Provider must inform the Council immediately if requested by; or on behalf of; or in respect of the Service User; to provide any service that is not authorised by the Council as a private arrangement.

#### **4. Regulatory Body Registration and Notice**

- 4.1. (Lot 1 only) The Provider must be registered and licensed with the Department for Education as an Independent School, must have an Ofsted inspection rating of Grade 1 or 2, and must meet all the essential standards of quality and safety.
- 4.2. (Lot 1 only) If the Provider is a new service awaiting an Ofsted inspection, they will be permitted to deliver services until an inspection occurs, and will only be permitted to remain on the DPS if the resultant inspection Grade is 1 or 2.
- 4.3. (Lot 2 only) The Provider must be registered as an approved centre with the relevant awarding bodies for the vocational qualifications in which they deliver, and must meet all the essential standards of quality and safety.
- 4.4. (Lot 3 only) The Provider must have a qualified teacher to deliver the service, and must meet all the essential standards of quality and safety.

## **5. Safeguarding Vulnerable People**

- 5.1 The Provider acknowledges that the provision of the Service is Regulated Activity and that the Provider is a Regulated Activity Provider with ultimate responsibility for the management and control of the Service provided under this Contract, for the purposes of the Safeguarding Vulnerable Groups Act 2006.
- 5.2 The Provider shall:
- i) ensure that all Staff engaged in provision of the Service are subject to a valid enhanced disclosure check for Regulated Activity undertaken through the Disclosure and Barring Service; and
  - ii) monitor the level and validity of the checks under this clause 4.2 for each member of staff.
- 5.3 The Provider shall not employ any person who is barred from or whose previous conduct or records indicate that they would not be suitable to carry out the Service or who may otherwise present risk to the Service Users.
- 5.4 The Provider warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Provider in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made there under, as amended from time to time.
- 5.5 The Provider shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 4 have been met.
- 5.6 The Provider shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the Service Users.
- 5.7 The Provider must have suitable procedures in respect of adult protection to prevent and respond to abuse which complies with the 'Safeguarding Vulnerable Adults in Salford from Abuse Multi-Agency Policy and Procedures' set out in clause 13.
- 5.8 The Provider must ensure that any allegation or complaint about abuse is brought promptly to the attention of the Council and the Police.
- 5.9 It is the responsibility of the Provider to draw up its own code of practice on abuse (physical, mental and sexual abuse). The code of practise must include a clear statement of what constitutes abuse, both in terms of broad definitions and examples and a clear statement of what staff must do if they suspect abuse has taken place e.g. who to contact, telephone numbers, addresses. The code of practise must make reference to the Safeguarding Vulnerable Adults in Salford from Abuse Multi-Agency Policy and Procedures and a commitment of the staff to

make 'good faith' reports. This must be included in staff induction and training packs.

- 5.10 The Provider will cooperate with the Council in cases where an investigation must take place in line with the Safeguarding Vulnerable Adults in Salford from Abuse Multi-Agency Policy and Procedures.
- 5.11 The Provider will promote good practice in responding to allegations of abuse, and provide all staff with support to report and deal with the process.

## **6. Inspection and Health Watch**

- 6.1. The Provider must allow Authorised Council Officers, Council Auditors and authorised officers of the Local Health Watch access to the Premises at any reasonable time to enter and view; inspect and observe the provision of the Service and associated records.
- 6.2. The Provider shall provide facilities to allow Authorised Council Officers, Council Auditors and authorised officers of the Local Health Watch to speak to the Service Users in private and shall provide and make available all such information that they may reasonably require.

## **7. The Contract Price**

- 7.1. The Total Contract Price, inclusive of all overheads, shall comprise of the following components: TBA
- 7.2. Payment for each year of the contract price shall be made in accordance the Payment Schedule, on receipt of an electronic invoice from the Provider to the Council. The frequency of invoices will be TBA.

## **8. Payment of the Contract Price**

- 8.1 The Council shall pay the applicable Contract Price
- 8.2 No additional charge shall be made to the Council or the Service User for any Service which might reasonably be expected to be provided by the Provider in accordance with the Specification and covered by the applicable Contract Price.
- 8.3 The Provider shall not make any demand for, and the Council will not pay any additional charge, fee or payment for any service provision which is part of or is reasonable necessary for proper performance and provision of the Service.
- 8.4 All rates submitted are inclusive of weekends and bank holidays.

## **9. Health and Safety**

- 9.1. The Provider shall have in place an appropriate Health and Safety Policy and shall provide appropriate safety training and adequate facilities to ensure that the Home complies with at the least, the basic minimum standards required by the Workplace (Health, Safety and Welfare) Regulations 1992. The Policy shall set out the requirements in relation to:
- i) assessment and control of health and safety risks arising from work activities;
  - ii) preventing accidents and work-related ill health;
  - iii) provision and maintenance of a safe workplace and equipment and appropriate protective cloths;
  - iv) information, instruction, training and supervision in safe working methods and procedures (including manual handling, control of substances hazardous to health (COSHH), the use of personal protective equipment (PPE), gas safety and electrical safety.
  - v) emergency procedures in cases of fire or other major incident.
- 9.2. The Provider is responsible for the health, safety and welfare of his employees and shall display in the Premises a poster of all relevant health and safety information.
- 9.3. The Provider shall carry out all activities, implement all necessary measures, provide all relevant training and provide all appropriate protective clothes and equipment in compliance with the Health and Safety Policy to ensure the health and safety of his employees.
- 9.4. The Provide shall comply with the provisions of Reporting of Injuries Diseases and Dangerous Occurrences Regulation 1995 and shall report all such occurrences to the Health and Safety Executive and shall as soon as it is aware of such occurrences immediately inform the Council.

## **10. Suspension**

- 10.1. Where the Council suspends provision of Services in order for an investigation to be carried out, during the period of suspension existing Service Users shall remain unaffected but no further placements will be made.

## **11. Termination**

- 11.1. Either party may terminate this Contract by notice in writing to the other at any time on giving six (6) months notice.

## **12. Force Majeure**

- 12.1. Clause 44.3 of the Corporate Terms and Conditions of Contract for Service shall not apply to this Contract.
- 12.2. If either party is prevented from performance of its obligations for a continuous period in excess of seven (7) days,
- i) the other party may terminate this Contract in whole or in part;
  - ii) or if agreed by the parties, suspend this Contract in whole or in part (upon such terms as may be agreed by the parties)