

Safeguarding Contractual Requirements

- 1.1 The contractor will ensure that all allegations, suspicions and incidents of abuse, harm or the risk of harm to children and/or adults at risk or where there is concern about the behaviour of an individual are reported immediately to the independent Local Authority Designated Adult Social Care Manager (DASM) or Designated Officer (DO).
- 1.2 The contractor will ensure any concerns about radicalisation and extremism are reported immediately to the independent Local Authority Designated Officer (DO).
- 1.3 The contractor must inform BCC Ltd Safeguarding Lead that a Safeguarding referral has been made using the Report Form (SG1). Failure to do so could result in the contract being terminated or the provision of services suspended. In the event the contractor has failed to comply with the referral process, BCC Ltd reserves the right to escalate the matter to the independent Local Authority Designated Adult Social Care Manager (DASM), Designated Officer (DO) or PREVENT .
- 1.4 Black Country Consortium has a duty to ensure all allegations, incidents and suspicions related to safeguarding are reported to the appropriate agency and will follow the processes related to this as outlined in its policy including escalation where necessary.
- 1.5 The parties acknowledge that the contractor is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006.
- 1.6 The contractor must attend the Contract Workshop (inclusive of Safeguarding Awareness Training) provided by BCC Ltd and submit its safeguarding policy and procedures to BCC for approval within 3 months of the effective start date of this contract. The contractor must incorporate any amendments to the policy which may be advised by BCC and attend any further training considered essential by BCC to ensure full safeguarding compliance. Where the contractor cannot provide an appropriate Safeguarding Policy, BCC Ltd will offer signposting to appropriate resources, tools and training. BCC Ltd shall have the right to terminate or suspend the provision of services until suitable safeguarding policy and procedures are submitted and training requirements have been met.
- 1.7 The Safeguarding Policy and procedures will be reviewed throughout the lifetime of the project as part of the BCC Ltd monitoring visits as outlined in paragraph 1.2 of this contract.
- 1.8 The contractor must adhere to the requirements of the Disclosure and Barring

Service (“DBS”), when appropriate, regarding the referral of individuals to the DBS where there is a concern relating to harm or the risk of harm to children or adults at risk or where there is a concern about the behaviour or conduct of an individual. The contractor shall comply with all statutory obligations in respect of safeguarding and shall act in accordance with the guidance issued by the DBS as amended from time to time.

- 1.9 The contractor shall ensure that this Agreement shall be performed with all due care and diligence by personnel who are appropriately qualified to deliver the programme (as outlined in Schedule 1, paragraph 1.4) and have undertaken Safeguarding awareness training, and that all contractor personnel (paid and voluntary) engaged in the provision of the Services will have undertaken (where engaged in Regulated Activity on behalf of the contractor) an Enhanced Disclosure and Barring Service Check. The contractor shall confirm in writing to BCC Ltd’s Safeguarding Lead that such checks have taken place within 3 months of the effective start date of this contract. The contractor shall comply with the requirements of the DBS Registered Body (Umbrella Organisation – Sandwell MBC) when requesting a DBS and the DBS guidance following the receipt of personal information resulting from the application request. Compliance with the Data Protection Act and the Rehabilitation of Offenders Act must be in place at all times. All personnel must have a fresh Disclosure and Barring Service Check if they have a break in service of three (3) months or more.
- 1.10 The contractor shall 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 carry out Regulated Activity or who may otherwise present a risk to any person who uses the Services.
- 1.11 The contractor shall ensure that the organisation operates a recruitment and selection procedure which aligns with BCC’s recruitment standards and which meets the requirements of legislation, equal opportunities and anti-discriminatory practice and ensures the protection of children and adults at risk. The selection of all contractor personnel and volunteers should be fair, safe and effective and the contractor will be expected to comply with all national requirements for registered providers and shall include the stringent checking of identification, qualifications, curriculum vitae and the scrutiny of at least three confidential references, with one directly relating to working with children, young people or adults at risk, which specifically includes a response to a question enquiring as to the suitability of the applicant for the post particularly in circumstances where the carrying out of Enhanced Disclosure and Barring Service checks is not a statutory requirement.
- 1.12 The contractor shall ensure that they and their staff, will keep up to date with new government Safeguarding Policy and best practice. In the event of an allegation being made against a contractor, being unaware of existing or new government policy cannot constitute a suitable defence.
- 1.13 The contractor shall ensure that children and adults at risk are safeguarded

from any form of abuse or exploitation including physical, financial, psychological and sexual abuse, neglect, discriminatory abuse or self-harm or inhuman or degrading treatment howsoever arising.

- 1.14 The contractor shall ensure that all allegations, suspicions and incidents of abuse are reported immediately to the independent Local Authority Designated Adult Social Care Manager (DASM) or Designated Officer (contact details can be found on page 21 and shall promptly instigate disciplinary procedures as their policies allow. The contractor shall immediately inform BCC's Representative that a referral has been made and the status of the employment relationship with the affected team member. BCC's Representative may require the contractor to provide specific further training and support to the member of staff concerned and may request in writing that the contractor monitors that member of staff's performance and submits a report to BCC's Representative. The contractor shall ensure that the provisions of relevant contracts of employment of its staff provide for relevant staff consent to the sharing of the information / data described in this paragraph.
- 1.15 The contractor shall appoint an individual of sufficient seniority to be responsible for safeguarding (Safeguarding Lead). This individual shall be responsible for the implementation and monitoring of the contractor's safeguarding policies and procedures in accordance with the terms of this Agreement.
- 1.16 The contractor shall have in place a process whereby its employees may report in confidence any alleged malpractice on the part of the contractor as regards any part of the provision of the Services i.e Whistleblowing.
- 1.17 The contractor shall not take any action against any employee pursuant to its contractual rights in respect of that employee with regard to reported alleged malpractice on the part of the contractor where such employee has made such report in good faith.
- 1.18 BCC considers adherence to Safeguarding requirements as core KPIs of the contract and will ensure delivery of these. BCC withholds the right to terminate, suspend all activities or withhold payment until requirements outlined in this Schedule 3 are complied with.
- 1.19 The contractor shall immediately notify BCC of any information that it reasonably requests to enable it to be satisfied that the obligations of this Schedule have been met.
- 1.20 The contractor shall keep all records related to Safeguarding for seven years in accordance with best practice.