



**BARNSELY**  
Metropolitan Borough Council

## Barnsley Council

# Recognised Provider List Conditions

**1. We (the provider)** will deliver our packages of care and support / services within the quality standards agreed with the Council as follows:

- We will be clear and transparent about the services that we provide, and will have detailed support plans that we will agree with each customer
- On an on-going basis customers will be encouraged and supported to be involved in decisions about their care and staff will ensure that reasonable adjustments are made so that individual people can make choices
- The conduct of all employees/volunteers will be at all times considerate and respectful (as referred to in point 5 below)
- We will have a safeguarding adults policy and procedure that meets all requirements (as referred to in point 6 below)
- Through our policies, procedures and training we will ensure the Human Rights of service users are at the forefront of our delivery services
- We will comply with the Equality Act 2010. We will ensure our service is welcoming and accessible to, and meets the needs of, customers who are covered by 'protected characteristics' (age, disability, gender reassignment, pregnancy and maternity, race, sex, religion or belief, and sexual orientation)
- We will comply with the Accessible Information Standard (AIS) which is set out in Section 250 of the Health and Social Care Act 2012, which places a legal duty on service providers to take steps or make "reasonable adjustments" in order to not put a disabled person at a disadvantage.
- We will have a confidentiality policy and procedure that abides by the Data Protection Act 1984 and 1998 (as referred to in point 2 below)
- We will ensure that we comply with health & safety legislation and all relevant codes of practice or other authoritative guidance (as referred to in point 2 below)
- Our employment practices will take account of current legislation (as referred to in point 4 below), including, without limitation, equal opportunities legislation
- We will have sufficient insurance for the delivery of our services at levels agreed by the Council (as referred to in point 2 below)
- We will have a Business Continuity plan and procedure.
- We will implement quality assurance systems that follow clear standards, are regularly monitored, carefully managed and reviewed on an on-going basis
- We will pro-actively seek on-going customer feedback and use this feedback to promote good practice and make service improvements where necessary.
- We will consistently deliver our services under the standards listed above.

**2.** We recognise that the Council has no responsibility for any incidental risks that may occur and for which we may be liable, for example fire or a compensation claim from a third party, whether or not these are caused by negligence. We will obtain appropriate insurance (public liability, employers' liability and professional indemnity insurances), licences and permissions for our activities and conform with all relevant requirements in English law, in particular relating to health and safety, confidentiality and data protection, equal opportunities and anti-discrimination legislation.

**3.** We will include the following statement in the terms and conditions that we provide to our customers:

*"No representation, expressed or implied, is or will be made and no liability is or will be accepted by Barnsley Council in respect of this organisation and in respect of, or in any way arising out of the provision of, or failure to provide services by this organisation."*

**4.** Before any employees or volunteers deliver services to the customer we will obtain:

- Appropriate Disclosure and Barring Service (DBS) checks
- 2 written references

We will refer employees or volunteers to the Disclosure and Barring Service (DBS) where the employee or volunteer has:

- harmed, or placed at risk of harm a customer; or
- been dismissed on grounds of misconduct (or the organisation would have considered dismissal had the employee not resigned), or has been transferred to a non-care position on grounds of misconduct.

We will inform Barnsley Council in writing of any referrals made to the Disclosure and Barring Service (DBS).

**5.** We will have in place a Code of Conduct for all employees/volunteers and ensure that they sign to indicate that they understand and agree that they must be considerate and respectful at all times. In particular no employee or volunteer of the organisation should:

- harm or expose to danger any person
- use abusive or insulting language or behaviour towards or in the presence of any person or discriminates against or harasses any person by reason of age, disability, gender, gender reassignment, pregnancy and maternity, race, religion or belief and sexual orientation
- display any pornographic material
- create avoidable noise or other nuisance or disruption.

**6.** In the implementation of our Safeguarding Adults Policy we will (without limitation):

- keep documentation and records including all actions taken in respect of all safeguarding issues
- provide training and systems to record how training requirements will be met (including refresher training)
- keep up to date details of arrangements for liaison and co-operation with the Council and other appropriate agencies and individuals.

Should allegations of the abuse of a customer by any person be made, then we will co-operate fully with the Council and with appropriate statutory agencies, in the investigation of these allegations. We will work with the Council and other agencies as agreed within the South Yorkshire Safeguarding Adults Policy and Procedures to implement the protection plan aimed at both providing support to the customer and preventing further abuse from occurring.

- 7.** We will consider how to enhance our workers' terms and conditions within the resources available (for example payment of living wage, minimising use of zero hours contracts, paying travel time).
- 8.** If there are any changes to our service delivery including terms and conditions, type of service delivered and change of ownership and management, we will inform the Council immediately.
- 9.** We will comply with all the Council's monitoring requirements by the date given to us by the Council. This will include all reasonable requests from the Council to visit the service in order to monitor the activities. We also agree to the Council carrying out spot checks and mystery shopping on our service provision.
- 10.** We will co-operate with the Council and comply with its procedures and guidance at all times. In the event that we do not respond to the Council's request for information or investigations and actions to take over issues raised by the Council, we understand that we may be suspended from the Recognised Provider List. This includes circumstances in which customers may contact the Council to raise issues about our service delivery.
- 11.** We will contact the Council in writing immediately if:
- We become aware of anything that might affect our ability to meet any of the conditions outlined in this form;
  - We become aware of anything that might affect our ability to carry out the services that we deliver;
  - We discover that any of the information we have provided to the Council is untrue, incomplete or misleading in any way.
- 12.** We recognise that the Council has the right to suspend and remove us from the Recognised Providers List, including in the following circumstances:
- If we do not keep to the conditions outlined in this document and the quality standards relating to the List;
  - If we do not provide the services as stated in our application and / or the terms and conditions supplied to customers;
  - If our application or monitoring information / audit statements are completed dishonestly or any supporting documents are false or contain misleading information;
  - If any member of our governing body, staff or volunteers acts dishonestly or negligently in their work for us at any time whilst we are on the Recognised Provider List and we fail to take the appropriate action;
  - If we do not take steps to comply with the Equality Act 2010 in our employment practices and the delivery of our services;
  - If we do not undertake a full investigation requested into allegations about our service provision and do not remedy any outcomes from the investigation.

If we are removed from the Recognised Provider List for any reason, or if we choose to be taken off the list, we will inform all customers in writing. This will include adding a statement to our entry on the public list if required by the Council.

**13.** We acknowledge that no charge will be payable by us for remaining on the Recognised Provider List for the first 12 months and agree that the Council shall be entitled to levy a reasonable charge for remaining on the Recognised Provider List thereafter which we shall pay on demand. If it is decided that a charge will be made for inclusion, we will have the choice, as we have at any other time, to remove our details from the list and a charge will not be incurred.

**14. Conditions for Usage of Recognised Provider List Logo:**

The Recognised Provider List logo can only be used to publicise the services that were specifically stated on the application for which the provider has been awarded Recognised Provider List status. The Recognised Provider List logo can be used widely on organisations communication publications including publicity material, letter heads, website, promotion posters etc. As inclusion on the RPL is subject to change e.g. following a review or spot checks, providers should be mindful of the costs of reprinting any publicity material.

If the provider wishes for other services it provides to be considered for the Recognised Provider List the provider must make a separate RPL application for those services. That application will then be assessed for eligibility for RPL status in the usual way, and if successful the services will be awarded RPL status and the RPL logo may be used.

The provider recognises that the Council has the right to suspend and remove the provider from the Recognised Provider List for use of the logo for services that have not been awarded the Recognised Provider List.

**These terms and conditions will apply whilst we remain on the Recognised Provider List. The Council reserves the right to amend these terms and conditions at any time and will notify us accordingly.**

**Declaration:**

**I confirm that the organisation below will keep to these Recognised Provider List conditions and will maintain the quality standards as specified by the Council on the first page of these conditions.**

Organisation name:

Name of authorised representative:

Position within the organisation:

Signature:

Date: