

Insurance Cover and Protection of Vulnerable Groups

Statement of insurance cover and PVG from private therapists/ assistants (funded by parents/carers) who are providing support for children/young people in Aberdeenshire educational establishments at the request of parents/carers.

To ensure that private practitioners comply with Aberdeenshire Council requirements regarding insurance and PVG, the statements below must be signed and dated annually by the person(s) attending the educational establishment for the purposes of providing healthcare support.

1 Insurance

- 1.1 During the period of service provision, and for 12 months after the expiry of that period, I will maintain in force with reputable insurers:
 - 1.1.1 employer's liability insurance and public liability insurance in the sum of not less than £5,000,000 in respect of any one incident and unlimited as to numbers of claims;
 - 1.1.2 professional indemnity insurance and product liability insurance;
 - 1.1.3 adequate insurances covering any other liabilities relating to the service provided; and
 - 1.1.4 such other insurances as may be identified in the commission of the service.
- 1.2 I will exhibit satisfactory evidence of the insurance policies above referred to, together with satisfactory evidence of payment of the premia in respect of each insurance on the Council's reasonable request

2 Protection of Vulnerable Groups

- 2.1 Where the service provision requires me, or my employees or agents to undertake Regulated Work as defined in Section 91 of the Protection of Vulnerable Groups (Scotland) Act 2007 ("the PVG Act") I will ensure that I comply with all of the relevant requirements, including the establishment of and adherence to effective procedures, of the PVG Act.
- 2.2 For the supply of services which fall outside of the scope of Regulated Work under the PVG Act, I will obtain the appropriate level of Disclosure directly from Disclosure Scotland;
 - 2.2.1 The appropriate level of Disclosure shall be determined by reference to Part V of the Police Act 1997 (as amended) and, for the avoidance of doubt, by reference to any regulations made under that Act and guidance issued by Disclosure Scotland;
 - 2.2.2 I will use the findings of the Disclosure as part of the process to make

Recruitment decisions and such suitable arrangements as are necessary for the safeguarding and protection of the interests of all persons falling within the definition of a child or protected adult as set down in Sections 97 and 94 respectively of the PVG Act. Where the Disclosure shows that the subject of the Disclosure has convictions, reprimands, warnings, cautions or any other relevant information, I will conduct a risk assessment and use that assessment to protect the interests of all persons falling within the definition of a child or protected adult as set down in Sections 97 and 94 respectively of the PVG Act including without prejudice to the foregoing generality, prohibiting the subject of the Disclosure from being involved in the supply of the Goods to all persons falling within the definition of a child or protected adult as set down in Sections 97 and 94 respectively of the PVG Act.

- 2.2.3 I will recheck the status of their existing employees, agents and anyone else Involved in the supply of the services not less than every three (3) years in order to ensure that their Disclosure is up-to-date;
- 2.2.4 To ensure compliance with the requirements of this Condition and subject to the written consent of the subject of the Disclosure, I will share the findings of the Disclosure with the Council on request.

Signed	
Print name	
Designated role	
Date	

This form is to be retained within the child/young person's pupil profile record. As with other records connected with healthcare needs/administration of medicines, this form will be retained for a period of 7 years after the child/young person has reached the age of 18 years, or longer for LAC/child protection in accordance with statutory requirements.