



North Northamptonshire Council

SPECIFICATION

HABILITATION SPECIALIST SERVICE NEEDED FOR YOUNG PEOPLE WITH VISION IMPAIRMENTS

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1. Introduction

- 1.1. North Northamptonshire Council (hereafter referred to “NNC”) and West Northamptonshire Council (hereafter referred to as “WNC”) are seeking qualified and experienced habilitation specialists (hereafter referred to as “HS”) to complete discrete pieces of work with students aged 0 to 19 years to develop independent skills.

2. Background

- 2.1. NNC and WNC are seeking qualified and experienced HS to provide support which will include road safety, cane skills, environmental audits, mobility, and life skills. We currently have twenty (20) children on our waiting list, and this will progress over the year dependent on the outcome of assessment of need. Each child and young person will be individually assessed, and this will influence the required outcome.
- 2.2. This provision is required by the Sensory Impairment Service, part of NNC and on behalf of WNC. The Sensory Impairment Service provides support to students across Northamptonshire and is committed to improving educational outcomes, life chances and independence skills for children and young people who have a vision impairment.
The HS will be expected to work with the young person on a term time only (39 weeks per year) basis.

3. Scope

- 3.1. NNC requires a HS service to work with children with visual impairments. The specialists will need to have to be qualified and registered practitioners.
- 3.2. HS are required to train young people with vision impairments in the use of alternative independence strategies. They will support and advise carers on alternative skill learning for the child, using a range of strategies customised to the age, needs and development of the child.
- 3.3. HS will be required to work with school staff, along with other professionals, to develop the child’s independence when travelling to, being at and returning home from school. This includes developing their independence skills in many areas of personal life such as dressing skills, personal care and eating, safe travel, shopping, and leisure activities.
- 3.4. HS will need to assess children and then make recommendations based on the child’s age, need and developmental stage. The HS will then offer training programmes which are bespoke and written for the child’s individual needs.
- 3.5. The HS will need to keep and submit accurate records, monitoring reports and final report paperwork. The HS will need to adhere to all NNC health and safety, Risk Management, Data Management, and quality requirements.

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3.6. The Contract will run for twelve (12) Months.

4. Conditions of Service

- 4.1. Habilitation specialists will be expected to carry out risk assessments of training locations.
- 4.2. Throughout the term of the Contract, the Supplier must:
- 4.2.1. Ensure the organisation has at least two (2) years' experience of working within educational settings and in homes;
 - 4.2.2. Maintain insurance requirements identified and at the values included in the Request for Quotation document;
 - 4.2.3. Ensure all staff, who will be providing this contract on behalf of the Councils, are suitably qualified and registered practitioners, named on the Habilitation VI (Visual Impairment) UK register;
 - 4.2.4. Ensure all staff, who will be providing this contract on behalf of the Councils, have experience of carrying out environmental audits and training students in the use of cane skills (long, guide, symbol);
 - 4.2.5. Ensure all staff, who will be providing this contract on behalf of the Councils, have experience of delivering Mobility skills training to special schools and to students with complex needs; and
 - 4.2.6. Ensure all staff, who will be providing this contract on behalf of the Councils, have experience of supporting students with dual sensory impairment.

5. Continuity of Service

- 5.1. The service is needed as soon as possible and will be for a small number of students around twenty (20). The HS will work with NNC Sensory Support Service to develop individual plans to support each child and young person.
- 5.2. At least ten (10) Working Days prior to the Contract Start Date, the Supplier shall prepare and deliver to the Councils, for approval, a plan detailing the processes and arrangements that the Supplier shall follow to:
- 5.2.1. ensure continuity of the business processes and operations supported by the Service, following any failure or disruption of any element of the Service; and
 - 5.2.2. the recovery of the Service in the event of a disaster.
- 5.3. In the event of a complete loss of service, or in the event of a disaster, the Supplier shall immediately implement the Service Continuity Plan (and shall inform the Councils promptly of this).

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6. Key Supplier Staff

- 6.1. This Specification lists the key roles of the Service in Table A, below. Whilst the supplier shall endeavour to maintain a consistency in the individual Specialists used to provide the supply of Services, the Parties acknowledge that Specialists used by the Provider will not be fixed, dedicated or identified individuals but may vary from time to time.
- 6.2. The Councils may, at its absolute discretion, identify any further roles as being key to the Service, during the Contract Term and the relevant person selected to fill those roles shall be included on a list of Key Supplier Staff (including those provided by subcontractors) maintained by the Supplier.
- 6.3. The Supplier shall:
- 6.3.1. notify the Councils within two (2) Working Days of notification of the absence of any Key Supplier Staff (other than for short-term sickness or holidays of two (2) Weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that role);
 - 6.3.2. In an unexpected absence the supplier must use their best endeavour' when sourcing replacements to ensure that any key role is not vacant for any longer than ten (10) Working Days;
 - 6.3.3. give as much notice as is reasonably practicable, of its intention to remove or replace any member of Key Supplier Staff and, except in the cases of death, unexpected ill health, or a material breach of the Key Supplier Staff's employment contract, this will mean at least three (3) Months' notice;
 - 6.3.4. ensure that all arrangements for planned changes in Key Supplier Staff provide adequate periods, during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Service; and
 - 6.3.5. ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Supplier Staff whom they have replaced.

Table A – Key Supplier Staff

Key Role Title	Description of Key Role Performed
1. HS0	The HS must be suitably trained, and they are subject to the supervision and professional standards of their voluntary professional body; Habilitation VI UK and hold a valid Disclosure Baring Service (hereafter referred to as "DBS"). The HS must be confident to work with children and young people, their families and education providers to provide the service required.

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Key Role Title	Description of Key Role Performed
	<p>The HS must observe, assess, plan, implement, train, review and monitor a child or young person’s habilitation programme.</p> <p>The HS will be required to undertake all the teaching of practical habilitation skills and strategies (from body and spatial awareness to long cane use) and independent living skills (for example cooking, bus travel and purchasing goods).</p>

7. Statement of Requirements

- 7.1. NNC and WNC require HS to deliver One on One training for children and young people. To support children and young people to maximise the mobility and independence skills of those with a visual impairment.
- 7.2. The aim will be to develop personal mobility, navigation and independent living skills from the child or young person’s existing skills.
- 7.3. NNC and WNC require the HS to be qualified habilitation practitioners and work to quality standards for habilitation.
- 7.4. NNC and WNC will expect the specialists to work closely with a range of health, education, and social care professionals in order to provide the service. The specialists will collaborate with professionals and families to provide planned, consistent coherent and systemic training across each part of a child or young person’s life.
- 7.5. The training locations will vary including in the home, education settings, public places, buses and trains, shopping centres, leisure centres at college or at work.
- 7.6. The child or young person will be assessed, and each piece of work will work to the child or young person time frames – time frames may be impacted by the rate and pace of habilitation training, and its likely effectiveness depends on a range of factors.
 - 7.6.1. The age and maturity of the child/young person.
 - 7.6.2. The nature and extent of the child/young person’s visual (and other) needs.
 - 7.6.3. Whether the habilitation needs are still developing or have stabilised.
 - 7.6.4. An early start to habilitation training and advice for parents
 - 7.6.5. The extent that children/young people are supported by their family to practise habilitation skills at home and out of school.
 - 7.6.6. The extent that they are supported to practise and use their skills at school.

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- 7.7. Habilitation training will involve moving around safely and purposefully (mobility). Navigating to where a child or young person wants and needs to be (orientation) and daily living practical skills (independent living skills).
- 7.8. The HS trainers will be needed for short periods of work for individual children. The expectation is that each piece of work will involve around six (6) hours per child or young person delivered over an agreed number of weeks. There is currently twenty (20) children and young people waiting for this service.
- 7.9. The HS will then be expected to deliver training to children and young people to build skills which are then linked to particular places where the skill training will be completed. This may be at home, to and from school, at school and in public places such as the high street or shopping centres.
- 7.10. The HS will visit each training location and assesses their suitability for persons with visual needs (an 'environmental audit'.) In the case of an educational setting, the HS will carry this out in conjunction with a QTV1 and will be able to recommend any changes that might be needed to make the place more accessible.

8. Social Value

- 8.1. Habilitation training is one-to-one training for children and young people with a vision impairment. Training begins with existing skills and then aims to develop the child's personal mobility, navigation, and independent living skills. This training will offer the children and young people a greater quality of life, it will aim to provide young people and their families with the maximum degree of social inclusion.
- 8.2. Commissioning an outside agency to complete habilitation work will provide the NNC sensory support team with the potential of how to do things better, this will ultimately create positive impact in the lives of the young people and their families.
- 8.3. NNC is accountable to the communities that we serve and thus the work that the HS complete will need to prove its value to the LA and communities.

9. Data Management / UK General Data Protection Regulation (UK GDPR)

- 9.1. Due to the data management requirements associated with this requirement, a Data Processing Schedule is required as a part of providing the Service.
- 9.2. The Potential Supplier shall comply with any further written instructions with respect to processing by the Councils.

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9.3. The, including any such further instructions shall be incorporated into the Data Processing Schedule, which can be found at the Annexes of this Specification document.

10. Quality Requirements

10.1. The Supplier shall provide the Service with all the reasonable skill, care, and diligence to be expected of a qualified and experienced member of the Supplier's profession undertaking and/or providing a Service similar in scope and character to those required by the Councils, as detailed and/or referred to in this Specification and all supporting documents.

10.2. The HS service should have appropriate trained staffing levels to meet the demands of one-to-one work with at least twenty (20) children and young people.

10.3. The HS service should have processes in place for their staff to provide professional supervision and development with access to their own HR service and appropriate employment standards.

10.4. The HS service should be compliant to the voluntary professional body – Habilitation VI UK.

11. Contract Management, Performance Monitoring, and Review

11.1. The Supplier and the Councils shall ensure that appropriate resource is made always available, such that the aims, objectives, and specific provisions of the Service can be fully realised.

11.2. Where requested by the Councils, the Supplier shall cooperate in good faith with the Councils to develop relevant performance measures for the Service.

11.3. The Supplier shall always strive to provide the Service to meet or exceed any Performance Measure for the Service.

11.4. The metrics implemented to measure performance shall be incorporated into the list of Performance Measures set out in the Contract.

11.5. The ongoing progress and development of Performance Measures shall be reported through regular meetings, which will take place at least Quarterly.

11.6. The Supplier is required to attend meetings with the Councils in person (unless otherwise agreed by the Councils). The role of the meetings shall be to:

11.6.1. agree the minutes of the preceding Quarter's meeting by both the Supplier's Representative and the Councils' Representatives;

11.6.2. review Service (including performance) issues provided or undertaken by the Supplier.

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- 11.6.3. act as the primary review body for managing the Supplier's performance of the Service. To enable this, the Supplier shall provide the Councils with performance outturns as a part of the Management Information Reports, which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended, in accordance with the requirements of this Specification and all supporting documents:
 - a. for each Performance Measure, the actual performance achieved against the Service Level for the relevant Service Period;
 - b. a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - c. details of any Critical Service Level Failures;
 - d. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; and
 - e. any Contract Suspension or Termination to be applied in respect of the relevant period indicating the failures and Service Levels to which the Contract Suspension and Termination relate.
 - 11.6.4. discuss the circumstances of any Service Level Failure(s). Where any Service Level Failure(s) have occurred, the Supplier shall propose and document measures to ensure that any Service Level Failures are rectified and do not occur in the future.
 - 11.6.5. serve as a forum for the open exchange of ideas to enable the Councils, other stakeholders, and the Supplier to discuss the Service, together with the requirements of any party who notifies the Councils of the same, to ensure an integrated coordinated approach to fulfilling the requirements of this Specification and all supporting documents and to update the Parties;
 - 11.6.6. agree, where necessary, amendments to any part of the Service;
 - 11.6.7. review the level of resource which the Supplier is making available for the Service;
 - 11.6.8. review what support is needed from the Councils;
 - 11.6.9. review the performance and compliance audit reports issued following the audits set out under the Performance and Compliance Audits Section of this document and agree actions; and
 - 11.6.10. discuss such other matters as the Councils determine from time to time.
- 11.7. The Management Information Reports must:
- 11.7.1. be completed (even where there are no transactions to report) and returned to the Councils by the Reporting Date every Quarter during the contract term and thereafter, until all transactions relating to the Service have permanently ceased;
 - 11.7.2. report (among other things) on Performance Measures during the Month to which they relate, regardless of when the activity was completed. For example, if an invoice is raised for October but the activity was completed in September, the Supplier must report the

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- invoice in October's Management Information Report and not September's; and
- 11.7.3. provide corrections from the previous Reporting Period, if the Supplier discovers any errors in any reported Management Information.
- 11.8. The Supplier shall provide to the Councils such documentation as the Councils may reasonably require, to enable verification of the level of the performance by the Supplier for any specified Service Period.
- 11.9. The meetings shall:
- 11.9.1. be scheduled by mutual agreement within reasonable timeframe. Agreed by supplier and council.
- 11.9.2. be attended by the Supplier's Representative and the Councils' Representatives; and
- 11.9.3. be fully minuted by the Supplier. The minutes will be circulated by the Supplier to all attendees at the relevant meeting and to the Councils' Representatives and any other recipients agreed at the relevant meeting.
- 11.10. The Councils may undertake satisfaction surveys in respect of the Supplier's provision of the Service. The Councils shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Service which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with the requirements of this Specification and all supporting documents.
- 11.11. **Annual Review**
- 11.11.1. The Parties shall hold a formal annual review of the Service and the Supplier's performance. This shall include:
- a. Performance in the context of the targets and objectives set out in the Continuous Improvement Plan;
- b. Performance against the Performance Measures; and
- c. Any underperformance by the Supplier, including any identified from the performance and compliance audits.
- 11.11.2. The Supplier shall provide such information as the Councils require in the context of each annual review; and
- 11.11.3. The Supplier shall comply with all the Councils' requirements in relation to any findings made by the Councils in the context of the annual review.
- 11.12. **Underperformance by the Supplier**
- 11.12.1. If the Supplier fails to achieve the Service Level(s), the Councils may then seek to suspend the contract temporarily or permanently. The contract may be terminated if the agreed response / service levels are not met or the service provided fails to meet with the agreed specification and/or the Supplier breaches the terms of the Contract (Including Performance Measures) Initial problems and concerns will

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be reported to the Supplier's Representative, followed by a further escalation until the service levels have been returned to agreed standards.

11.13. Early Warnings

- 11.13.1. Each Party shall give the other Party an early warning ("Early Warning") by notifying the other as soon as either becomes aware of any matter which could potentially:
- a. Lead to a material breach of the Contract, whereupon the Councils, at its absolute discretion and without limiting any other of its rights, may:
 - i. if a Service Level Failure has occurred, raise the issue with the account manager followed by further escalation until a satisfactory outcome has been reached or Contract Suspension / Termination becomes unavoidable; and/or
 - ii. if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to suspend or terminate for material Default).
 - b. Lead to any specific underperformance;
 - c. Lead to a failure to achieve any Service Level(s); and/or
 - d. Result in material Default.
- and the Councils shall enter the early warning matters in a register ("Early Warning Register").
- 11.13.2. Either Party may require the other Party to attend a meeting ("Early Warning Meeting") to discuss Early Warning matters. The Parties shall co-operate in:
- a. Making and considering proposals for how the effect of the matters can be avoided or reduced;
 - b. Deciding on the action to be taken and who shall take them; and
 - c. Deciding which matters have been avoided or have been passed and can be removed from the Early Warning Register.
- 11.13.3. The Councils shall revise the Early Warning Register to record the decisions made at each Early Warning Meeting and issue the revised Early Warning Register to the Supplier.

11.14. Contract Suspension

- 11.14.1. Contract Suspension or Termination shall be the Councils' remedy for a Service Level Failure except where:
- a. the Service Level Failure:
 - i. has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - ii. results in the corruption or loss of any Government Data; and/or
 - iii. results in the Councils being required to make a compensation payment to one or more third parties; and/or

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- iv. the Councils are otherwise entitled to or does terminate its Contract with the Supplier.
 - 11.14.2. For any occasion where Contract Suspension or Termination is applicable, its use will be at the sole discretion of the Councils. The Councils will, in the first instance, attempt to work with the Supplier to understand the Supplier's justification for failure to deliver against the Performance Measures. Thereafter, the Councils shall take an objective view of whether the Suspension or Termination applies.
 - 11.14.3. Where the Supplier proactively contacts the Councils' Representatives to confirm the reason for any potential or anticipated performance failures or delays, the Councils may choose to suspend the Contract Suspension or Termination, where the Councils considers the Supplier's rationale to be both reasonable and appropriately evidenced.
 - 11.14.4. The Councils shall use the Management Information Reports supplied by the Supplier, compared against the Councils' own records, as appropriate, to verify the accuracy of the Service Level Failure.
- 11.15. Any matters raised by the Councils, which are not deemed so complex (as determined by the Councils, acting reasonably) as to be included as part of the Performance Measures, will be remedied by the Supplier within forty-eight (48) hours of such notification, or a timeframe to be confirmed with the express approval of the Councils' Representatives. Any revised remediation timeframe will be agreed at the Councils' absolute discretion.
- 11.16. Critical Service Level Failure**
- 11.16.1. On the occurrence of a Critical Service Level Failure, the Councils shall be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period, where this shall be without prejudice to the right of the Councils to terminate the Contract and/or to claim damages from the Supplier for material Default.

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Table B – Performance Measures

Performance Measure	Polarity	Target	Default Level
1. Failure to provide any of the following: i. Service Continuity Plan; ii. Key Supplier Staff; iii. Management Information Report and Performance Measure information iv. Risk Register; and v. Other documents requested by the Councils (acting reasonably), to allow management of the service and/or Contract. per occasion, by the identified timescale(s) and/or scheduled deadline date(s).	Higher is better	100%	Significant
2. Percent of Audits of the assessment provided to the Councils' Representatives within five (5) Working Days of habilitation intervention with a young person being completed by the sensory support service being completed.	Higher is better	100%	Major
3. Percent of Monitoring Reports provided to the Councils' Representatives within five (5) Working Days of habilitation intervention with a young person being completed by the sensory support service being completed.	Higher is better	100%	Major
4. Percent of Final Report Paperwork provided to the Councils' Representatives within five (5) Working Days of habilitation intervention with a young person being completed by the sensory support service being completed.	Higher is better	100%	Major
5. Satisfaction assessments undertaken, following habilitation intervention with a young person being completed by the sensory support service, to determine whether the intervention has been delivered to ensure the best possible outcomes from the child or young person, which may include feedback from the child, family, or school (as relevant).	Higher is better	100%	Major

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12. Risk Management

12.1

The Supplier and the Councils shall pro-actively manage risks attributed to them associated with the Service.

12.2

The Supplier shall develop, operate, maintain, and amend, as agreed with the Councils, processes for:

- 12.2.1. the identification and management of risks; and
- 12.2.2. the identification and management of issues.

12.3

Subject to the Councils providing the Supplier with at least 72 hours' notice, the Supplier will allow the Councils to inspect, at any time within working hours, the accounts, and records which the Supplier is required to keep.

12.4

The Supplier will maintain a formal risk register of the risks relating to the Service, which the Councils and the Supplier have identified.

13. Performance and Compliance Audits

13.1

The Councils may from time to time itself undertake, or commission an independent, reputable organisation (experienced in the inspection and audit of the Service, similar in nature to the Service provided), to audit the Supplier's obligations, and the Supplier's performance. The Councils together, whether commissioned jointly or independently of each other, may only commission one such audit in any 12 month period.

13.2

The Councils shall notify the Supplier as to what is to be audited and (if not the Councils) the name of the organisation selected by the Councils to carry out the audit(s).

13.3

The Supplier shall co-operate fully with the auditor, which shall, acting reasonably, be entitled to use any model to carry out a full open book audit of the overall cost, quality, compliance, satisfaction, and review of performance data including all the Councils' and End-User feedback (as appropriate), and (if not the Councils) provide its report(s) to the Councils.

13.4

The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers, as may be required by the auditor to conduct its audit of the Service.

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13.5

The Supplier and the Councils agree that any changes required to the Contract, identified by the audit, may be implemented by the parties in accordance with the provisions of clause 18.1 of the conditions of the Contract variation.

14. Other Relevant Details

14.1 Coronavirus (COVID-19)

14.1.1

The Supplier shall provide the Service in full compliance with the latest Government Guidance on social distancing and mitigation measures, alongside all local requirements as may be required by the Councils.

14.2 UK Departure from the European Union

14.2.1

The Supplier must highlight any implications related to the UK's departure from the European Union to the Councils at the earliest opportunity throughout the Contract term and include these in any Request of Quotation response, where known.

15. Corporate Social Responsibility

15.1 Requirements

15.1.1.

In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of Suppliers who work with government. ([https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier Code of Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf))

15.1.2

The Councils expect their Suppliers and subcontractors to meet the standards set out in that Code. In addition, the Councils expects their Suppliers and subcontractors to comply with the standards set out in this Section.

15.1.3

The Supplier acknowledges that the Councils may have additional requirements in relation to corporate social responsibility. The Councils expect that the Supplier and its subcontractors will comply with such corporate social responsibility requirements as the Councils may notify to the Supplier from time to time.

15.2 Equality and Accessibility

15.2.1

In addition to legal obligations, the Supplier shall support the Councils in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:

- a. eliminate discrimination, harassment, or victimisation of any kind; and
- b. advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief,

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sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

15.3 Modern Slavery, Child Labour, and Inhumane Treatment

15.3.1

Modern Slavery Helpline - means the mechanism for reporting suspicion, seeking help or advice and information about modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

15.3.2 The Supplier:

- a. shall not use, nor allow its subcontractors to use forced, bonded or involuntary prison labour;
- b. shall not require any Supplier staff or subcontractor staff to lodge deposits or identify papers with the employer and shall be free to leave their employer after reasonable notice;
- c. warrants and represents that it has not been convicted of any slavery or human trafficking offenses anywhere around the world;
- d. warrants that to the best of its knowledge it is not currently under investigation, inquiry, or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world;
- e. shall make reasonable enquires to ensure that its officers, employees, and subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world;
- f. shall have and maintain throughout the term of any of its Contracts, its own policies, and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its subcontractor's anti-slavery and human trafficking provisions;
- g. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under any of its Contract;
- h. shall prepare and deliver to the Councils, upon request, a slavery and human trafficking report, setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with an annual certification of compliance;
- i. shall not use, nor allow its employees or subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or subcontractors;
- j. shall not use or allow child or slave labour to be used by its subcontractors;
- k. shall report the discovery or suspicion of any slavery or trafficking by it or its subcontractors to the Councils and Modern Slavery Helpline.

15.6. Income Security

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15.6.1

The Supplier shall:

- a. ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- b. ensure that all Supplier staff are provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- c. All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- d. not make deductions from wages:
 - i. as a disciplinary measure;
 - ii. except where permitted by law; or
 - iii. without expressed permission of the worker concerned.
- e. record all disciplinary measures taken against Supplier staff; and
- f. ensure that Supplier staff are engaged under a recognised employment relationship established through national law and practice.

15.7. Working Hours

15.7.1

The Supplier shall:

- a. ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- b. that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed forty-eight (48) hours per week unless the individual has agreed in writing;
- c. ensure that use of overtime used responsibly, considering:
 - i. the extent;
 - ii. frequency; and
 - iii. hours worked; by individuals and by the Supplier Staff as a whole.

15.7.2

The total hours worked in any seven (7) day period shall not exceed sixty (60) hours, except where covered by Paragraph 5.3 below.

15.7.3

Working hours may exceed sixty (60) hours in any seven (7) day period only in exceptional circumstances where all the following are met:

- a. this is allowed by national law;
- b. this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the

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- workforce; appropriate safeguards are taken to protect the workers' health and safety; and
- c. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents, or emergencies.

15.7.4

All Supplier staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

16. . Safeguarding Children and Vulnerable Adults

16.1 The parties acknowledge that they are both Regulated Activity Providers and that each in their individual capacities have responsibility for the management and control of the Regulated Activity provided by way of the Services under this Agreement and for the purposes of maintaining safeguarding practices pursuant to but not limited to the Safeguarding Vulnerable Groups Act 2006, The Children Act 2004 and the Care Act 2014.

16.2 Each Party shall:

16.2.1 ensure that all members of staff engaged by it in or in connection with the provision and/or or delivery of the Services

16.2.2 are, where the Services are provided to children, subject to a valid children's workforce enhanced disclosure with barred list check status for regulated activity, undertaken through the relevant disclosure body; and

16.2.3 are, where the Services are provided to adults, subject to a valid adult's workforce enhanced disclosure check status for regulated activity, undertaken through the relevant disclosure body;

16.2.4 are trained and qualified in line with sector standards for habitation and rehabilitation work with children and/or adults as appropriate depending upon the nature of the Services; and

16.2.5 meet standards of acceptable behaviours and knowledge base competencies as is reasonable to expect to be demonstrated by staff who work with children, young people and vulnerable adults ("the Competency Standard").

16.2.6 monitor the level and validity of the checks under this clause for each member of staff,

16.2.7 not employ in connection with the provision and/or or delivery of the Services 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

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present a risk to the beneficiaries of the Services or who does not meet the Competency Standard.

16.3 Each Party warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by it in or connected to the provision and/or or delivery of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

16.4 Each Party shall immediately notify the other of any information that it reasonably considers will enable it or the other party to meet the obligations of this clause or to be satisfied that the obligations of this clause have been met.

16.5 Each Party shall refer to the Disclosure and Barring Service and where the applicable report to the Local Area Designated Officer for Schools and the school's Designated Safeguarding Lead, and shall inform the other party of having done so, without reasonable delay information about any person carrying out or connected to the delivery of the Services where it removes permission for such person to carry out or be connected with the delivery of Services (or would have, if such person had not otherwise ceased to carry out or be connected with the delivery of the Services) because, in its opinion, such person has harmed or poses a risk of harm to the beneficiaries of the Services.

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13. Annexes

14.1. Appendixes and/or Annexes, relevant to this document, and where they can be accessed, are included in Table C, below.

Table C – Annexes

Annex Title	Document Location
1. Data Processing Schedule (one (1) document)	Embedded in Request for Quotation document at Section 2, paragraph 2.1.

Appendix 1 – Definitions

1.1. The definitions of terms and/or acronyms used within this document are set out in Table D, below.

Table D – Definitions

Term or Acronym	Definition
Achieved Performance Measure	In respect of any Service in any measurement period, the standard of performance achieved by the Supplier in the provision of the Service in the measurement period in question.
Charges	The charges which shall become due and payable by the Councils to the Supplier in respect of the Service in accordance with the provisions of the Contract.
Contract	The legal agreement between the Supplier and the Councils, which details the Councils' requirements, terms, and conditions.
Council	North Northamptonshire Council.
Critical Service Level Failure	A failure in the Service, deemed to be so critical to the continued operation of the Service that either Council is unable to continue its minimum level of service, as set out in this document.
Day or Daily	Done, produced, or occurring every day
Default	Failure by the Supplier to fulfil its obligations and/or maintain its minimum agreed service levels under the Contract.
Failure	A failure by the Supplier to perform one or more of the requirements set out in the Contract.
Government Data	Any data required for collection or use by any branch of Government.
Habilitation Specialist Service	The organisation who wins the Contract, following evaluation of all bids received by the Councils.
HS	Habilitation Specialist
Key Supplier Staff	Any individuals who are critical to the provision and/or delivery of the Service and any replacements for such individuals that may be

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Term or Acronym	Definition
	agreed between the Parties from time to time.
Management Information Report	The reports to be prepared and presented by the Supplier regarding progress of the Service within the current reporting period. This may include a comparison of Achieved Performance Measures with the Target Performance Measures in the reporting period in question and measures to be taken to remedy any deficiency in achieved Performance Measures.
Month	A calendar month.
NNC	North Northamptonshire Council.
Parties	North Northamptonshire Council, and West Northamptonshire Council, and the successful Supplier.
Performance Measure	The performance measurements and targets in respect of the Supplier's performance of the Service.
Prohibited Act	<p>The following constitute Prohibited Acts:</p> <ul style="list-style-type: none"> a. to directly or indirectly offer, promise or give any person working for or engaged by the Councils, a financial or other advantage to: (i) induce the person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; b. to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement; c. committing any offence: (i) under the Bribery Act; (ii) under legislation or common law concerning fraudulent acts; or (iii) defrauding, attempting to defraud or conspiring to defraud the Councils; and/or d. any activity, practice or conduct which would constitute one of the offences listed under (a) to (c), if such activity, practice, or conduct had been carried out in the UK.
Rectification Plan	a plan agreed for the resolution of a Service Level Failure.
Reporting Date	A date, agreed by the Supplier and the Councils, on which all reporting data will be provided.
Representative	Means, in relation to a Party, its employees, officers, representatives and advisors.
Service	A term used to describe the goods, supplies, service, works and/or any part, thereof and/or any other requirement to be provided and/or delivered by the Supplier, to fulfil the obligations and/or requirements of this document and all supporting documents.

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Term or Acronym	Definition
Service Level	The minimum level of service required of the Supplier by the Councils when performing the service detailed in this document and all supporting documents.
Service Level Failure	A shortfall or failure by the Supplier to provide the Service in accordance with any Performance Measure target.
Service Period	The agreed term, during which the Service will be provided by the Supplier or any of their representatives.
Start Date	The date the Contract starts.
Supplier	The organisation who wins the Contract, following evaluation of all bids received by the Councils.
Target Performance Measure	The minimum level of performance for a Performance Measure which is required by the Councils.
UK GDPR	UK General Data Protection Regulation – the governing legislation for collecting and processing personal data in the United Kingdom, supplemented by the Data Protection Act 2018.
Week or Weekly	Done, produced, or occurring once a week.
WNC	West Northamptonshire Council.
Working Day	Monday to Friday, excluding any public holidays in England and Wales.