

The City of Edinburgh Council

**Refugee English Language Teaching and Cultural
Integration Support**

Contract Ref: CT2890

Specification of Requirements

Contents

1	Introduction	3
2	Aim and Scope of Service	3
3	Strategic Context.....	3
4	Service Delivery	4
5	Variations	5
6	Eligibility Criteria and Registration of Service Users	5
7	Additional Support for Learning	5
8	Induction	5
9	Tuition / Delivery	6
10	Assessment	6
11	Quality Assurance and Internal / External Verification.....	6
12	Certification	6
13	Key Performance Indicators.....	6
14	Performance Reporting and Management Information	7
15	Course Facilitators and Activity Co-ordinators	7
16	Venues.....	8
17	Crèche / Child Support.....	8
18	Cancellations	8
19	Staff	8
20	Links with Partners and other Agencies	9
21	Complaints	9
22	Account Manager.....	9
23	Invoicing and Payment.....	9
24	Business Continuity	10
25	Insurance.....	10
26	Exit Management	10
27	Compliance with Legislative Requirements.....	11
28	General Data Protection Regulations	11
29	The Environment.....	12
30	Equalities.....	12
31	Fair Working Practices	12
32	Community Benefits	13

1 Introduction

- 1.1 The City of Edinburgh Council (the Council) is a participant in the UK Government refugee resettlement support programmes. A requirement of participation in the programme is provision of cultural integration activities and English language teaching.
- 1.2 The Council requires external provision of these activities, taking account of the service users' own cultural context and the consequent need to deliver a separate service for women only. For that reason, this specification is for two lots, namely:

Lot 1: Refugee English Language Teaching and Cultural Integration Activities

Lot 2: Women Only Refugee English Language Teaching and Cultural Integration Support

2 Aim and Scope of Service

- 2.1 The aim is to provide high quality and responsive English for Speakers of Other Languages (ESOL) services for refugees, structured against recognised language development frameworks such as generally accepted English Language Teaching levels, International English Language Testing System (IELTS) or the Common European Framework of Reference for Languages (CEFR) which will enable them to develop English language skills, improve communication with local services and feel more included and settled within their local communities.
- 2.2 The key requirements of the Service shall be to deliver the following services:
 - 2.2.1 Delivery of English language courses with ongoing assessments;
 - 2.2.2 Cultural integration programmes to support refugees establishing links within local communities and retaining and celebrating their own culture; and
 - 2.2.3 Facilitation of access to crèche facilities where necessary (see section 16).
- 2.3 The Service Provider(s) shall ensure that the Service is delivered within a safe and supportive environment that:
 - 2.3.1 promotes trust and confidence;
 - 2.3.2 embeds language learning within everyday activities;
 - 2.3.3 understands the challenges faced by refugees in adjusting to new lives in Scotland;
 - 2.3.4 responds quickly to the individual needs and interests of learners configuring activity which appropriately recognises their educational backgrounds and ability; and
 - 2.3.5 celebrates the diversity and contribution of New Scots and supports delivery of the national New Scots strategy.

3 Strategic Context

- 3.1.1 [United Kingdom Resettlement Scheme](#)
- 3.1.2 [Afghan Citizens Relocation Scheme](#)
- 3.1.3 [Afghan Relocations and Assistance Policy](#)
- 3.1.4 [New Scots Refugee Integration Strategy 2018 - 2022](#)

4 Service Delivery

4.1 Indicative minimum annual levels of activity are as follows:

Lot 1: Refugee English Language Teaching and Cultural Integration Activities

The equivalent of a minimum of 9 hours structured tuition per week for Absolute Beginners English language classes (2 to 3 hours per lesson with breaks) for 20 people for a minimum of 48 weeks per annum delivered by a qualified and experienced ESOL teacher.

Structured provision for 20 adult continuing learners - either a specific class or integration into existing classes equivalent to 4 hours per week for a minimum of 48 weeks per annum delivered by a qualified and experienced ESOL teacher.

1 x cultural integration group weekly for 48 weeks for approximately 40 people. The weekly activity will include a range of cultural activities that enhance learning and support cultural integration including the following social and cultural activities as a minimum:

- 4.1.1 Scottish culture, heritage, history, politics and ways of life to enhance the social integration and community cohesion of refugees into local Scottish hosting communities;
- 4.1.2 Regular cultural celebrations and social activities to engage the refugee communities with local Scottish communities, projects and organisations such as ceilidhs, party nights, meetings and workshops;
- 4.1.3 Regular collaboration with appropriate community organisations to engage, befriend and work with newly arrived refugees and enable them to integrate into local Scottish communities, and offer the opportunity for informal practice of language skills;
- 4.1.4 Social and/or therapeutic activities (community specific or with other communities) that support successful integration; and
- 4.1.5 Any other activities identified as being of value by participants as agreed with the Council's designated contact.

Lot 2: Women Only Refugee English Language Teaching and Cultural Integration Support

The equivalent of a minimum of 9 hours structured tuition per week for Women only Absolute Beginners English language classes (2 to 3 hours per lesson with breaks) for 20 people for a minimum of 48 weeks per annum delivered by a qualified and experienced ESOL teacher.

Structured provision for 20 women continuing learners - either a specific class or integration into existing classes equivalent to 4 hours per week for a minimum of 48 weeks per annum delivered by a qualified and experienced ESOL teacher.

Women only cultural integration activity to support and enhance learning including:

- 4.1.6 Familiarisation with Scottish culture, heritage, history, politics and ways of life;
- 4.1.7 Cultural celebrations and social activities to engage the refugee communities with local Scottish communities, projects and organisations such as ceilidhs, party nights, meetings and workshops;
- 4.1.8 Social and/or therapeutic activities (community specific or with other communities) that support successful integration; and
- 4.1.9 Any other activities identified as being of value by participants as agreed with the Council's designated contact.

5 Variations

- 5.1 To allow for the possibility of innovation over time, the content of the programme of courses and other activities shall be subject to review, taking account of resource allocation, and may be varied by agreement between the Council and the Service Provider(s).

6 Eligibility Criteria and Registration of Service Users

- 6.1 The Service is subject to provision of funding from the UK Government's United Kingdom Resettlement (UKRS) and Afghan Citizens Relocation (ACRS) schemes and Afghan Relocations and Assistance Policy. The Service will support refugees, who will be referred by the Council as part of those schemes.
- 6.2 The Council shall refer service users to the Service Provider(s), who shall enrol them and provide written notification of their enrolment to them in English and the appropriate community language e.g. Arabic, Kurdish, Dari, Pashto.

7 Additional Support for Learning

- 7.1 The Service Provider shall provide appropriate support for individuals who require Additional Support for Learning (ASL) in line with the Equalities Act 2010.

8 Induction

- 8.1 The Service Provider(s) shall provide service users with full details of the courses and other activities, including what is expected of the service users, initial induction materials and any training necessary to complete the course successfully, such as use of electronic learning systems and access to any online resources (journals and library catalogues etc).

- 8.2 The Service Provider(s) shall provide all relevant and sufficient course materials to service users. All costs of or related to course materials must be included in the tendered price. The Service Provider(s) shall provide service users with any necessary logins, passwords (including encrypted), core texts and portfolios necessary to complete the course.

9 Tuition / Delivery

- 9.1 The Service Provider(s) shall be responsible for and shall undertake all tuition / delivery of courses and other activities, including provision of course facilitators and activity co-ordinators. All costs related to preparation of courses and other activities shall be included in the tendered price.

10 Assessment

- 10.1 The Council shall undertake initial assessment of service users' language ability/attainment levels. The Service Provider(s) shall be responsible for ongoing assessments (marking, grading or examination). The Service Provider(s) shall be responsible for organising any re-assessment in collaboration with the individual service user and the designated contact at the Council.

11 Quality Assurance and Internal / External Verification

- 11.1 The Service Provider(s) shall be responsible for and shall undertake all quality assurance measures and internal / external verifications. The Service Provider(s) shall provide evaluation feedback from quality assurance and internal / external verification to the Council upon course completion.

12 Certification

- 12.1 The Service Provider(s) shall be responsible for and shall undertake certification and notification of results to the awarding body, as may be appropriate, and to the service users. The Service Provider(s) shall ensure that service user contact details are up to date and that any certificates are sent to the correct postal address. The Service Provider(s) shall be responsible for any additional fees for replacement certificates if certificates have been sent to out-of-date addresses.

13 Key Performance Indicators

- 13.1 The Council wishes to monitor progress on the development of English language skills including literacy and the integration of refugees into their local community.
- 13.2 The Service Provider(s) shall provide progress reports timeously, in accordance with Impact Evidence Indicators, as detailed in appendix 1 (separate document).

- 13.3 The KPIs will be continuously reviewed and may evolve during the life of the Contract and extension periods to ensure that the Service continues to meet the needs of the Council.
- 13.4 If a service user is not progressing or coping as had been expected (e.g. failure to meet deadlines, failure to understand content, etc.), the Service Provider(s) shall notify the designated contact within the Council as soon as possible and shall provide an action plan to address the problem and mitigate related issues. The Service Provider(s) shall ensure that all possible solutions to ensure successful completion of the course have been considered, including facilitating changes to delivery methods in order to achieve this. If all possible ways of resolving the problem have been explored with the service user by the Service Provider(s) and no further progress can be made, then the Service Provider(s) shall report this to the designated contact within the Council and shall include relevant evidence and related recommendations.

14 Performance Reporting and Management Information

- 14.1 Throughout the duration of the contract, there will be continuous monitoring of the Service Provision. The Service Provider(s) will fully comply with monitoring requirements as detailed in the City of Edinburgh Councils Terms & Conditions. The Service Provider(s) shall electronically submit management reports on a quarterly basis and shall include the following key performance information:
- 14.1.1 monthly performance report;
 - 14.1.2 evidence of outcomes achieved/meeting the Impact Evidence Indicators;
 - 14.1.3 number of classes;
 - 14.1.4 number of attendees for each course/provision and each session;
 - 14.1.5 breakdown of participants by age and gender;
 - 14.1.6 breakdown of progression destination for each learner;
 - 14.1.7 feedback comments from attendees;
 - 14.1.8 number of non-attendees; and
 - 14.1.9 note of any unintended outcomes.
- 14.2 The Service Provider(s) shall record the overall satisfaction level of the service users in line with the aforementioned outcomes through the use of periodic surveys.
- 14.3 The Service Provider(s) shall maintain a Complaints Register which will be available to the Council.
- 14.4 The Service Provider(s) shall produce an Annual Report on its performance for the Council which will include reporting on the aforementioned outcome measurements and indicators.
- 14.5 The Service Provider(s) shall take part in regular contract monitoring and service coordination meetings throughout the life of the Contract at no additional cost to the Council. These meetings shall be arranged by the Contract Manager or nominee and are intended to assess the extent to which the Provider(s) are meeting their contractual obligations and performance against the KPIs and to ensure a coordinated approach to service delivery.

15 Course Facilitators and Activity Co-ordinators

- 15.1 The Service Provider(s) shall ensure its trainers, associates and other staff responsible for delivery of courses and other activities are fully conversant with and knowledgeable about the context of service delivery.
- 15.2 The Service Provider(s) shall ensure that its course facilitators and activity coordinators shall familiarise themselves with the appropriate safety precautions of the venues for courses and other activities and shall ensure that this information is shared with all participating service users prior to commencement of the course or other activity.

16 Venues

- 16.1 The Service Provider(s) shall be responsible for providing venues for courses and other activities and shall include any venue-related costs or charges in the tendered price.

17 Crèche / Child Support

- 17.1 The Service Provider(s) shall ensure crèche facilities and child support are available as appropriate and necessary to facilitate learners' access to activities as defined within Section 2 Aim and Scope of Service. Such facilities and or support may be provided by third parties.

18 Cancellations

- 18.1 The Service Provider(s) shall make every effort to ensure that courses and other activities are delivered on agreed dates. If cancellation of a course or other activity proves necessary for any reason, the Service Provider(s) shall immediately notify participating service users and the designated contact at the Council.

19 Staff

- 19.1 The Service Provider(s) shall ensure that all staff employed or to be employed are suitably qualified, trained and experienced to deliver the Service and meet all requirements of this Contract to:
 - 19.1.1 Deliver accredited ESOL training;
 - 19.1.2 Support refugees;
 - 19.1.3 Support vulnerable service users;
 - 19.1.4 Undertake multi-agency and partnership working;
 - 19.1.5 Work with interpreters and translation services; and
 - 19.1.6 Deliver culturally sensitive support services.
- 19.2 The Service Provider(s) shall take up references for all staff delivering the Service. The Service Provider(s) shall ensure that staff have Protecting Vulnerable Groups (PVG) records and disclosures as appropriate. Please refer to [Disclosure Scotland](#) for guidance.

- 19.3 The City of Edinburgh Council will not be responsible for any costs associated with staff obtaining the relevant disclosure certificate.

20 Links with Partners and other Agencies

- 20.1 The Service Provider(s) will work in partnership with key stakeholders, including the City of Edinburgh Council, NHS Lothian and other public bodies that support the provision and development of the Service.

21 Complaints

- 21.1 The Service Provider(s) shall operate a clear written procedure for handling complaints.
- 21.2 The Council reviews and revises its complaints procedure in order to ensure that the highest possible standards are maintained in this area. The Service Provider(s) can ascertain the current complaints procedure and standards to ensure that they comply with Council requirements.
- 21.3 The Council shall refer complaints that it receives about delivery of the Service to the Service Provider(s) for action.
- 21.4 The Service Provider(s) shall acknowledge receipt of any such complaints within 2 working days.
- 21.5 The Service Provider(s) shall maintain an efficient system to record, handle and resolve complaints relating to service delivery. This system should allow for the identification and tracking of particular complaints from initiation to resolution.
- 21.6 The Service Provider(s) shall provide a report on resolution of any complaint received under this contract in line with the [Council's complaints procedure](#).
- 21.7 Details of such complaints and proposed and/or completed corrective action will be reviewed at contract management and review meetings.

22 Account Manager

- 22.1 The Service Provider(s) shall designate a member of its staff as an Account Manager for the Contract and that person shall be the single point of contact (SPOC) for the Council's designated contacts during the lifetime of the contract. This named individual must not be altered without approval of the Council as to the replacement.

23 Invoicing and Payment

- 23.1 It is a mandatory requirement that a prompt payment clause is present in contracts used by the Service Provider(s) in the delivery of the Contract. This clause must ensure payment of Sub-contractors at all stages of the supply chain within 30 days and shall include provision of a point of contact for Sub-contractors to refer to in the case of payment difficulties. The Service Provider(s) will be required to actively

monitor payment performance and provide evidence of compliance to the Council on request.

- 23.2 Invoices should be submitted monthly in arrears, at the end of each calendar month, to the City of Edinburgh Council, along with full description including purchase order number, contract reference number and charges for the purpose of audit and checking. This information must be made available in electronic format allowing pre-checking by the Council.
- 23.3 All invoices should refer to complete calendar months only. The Council is not permitted to carry out any alterations to invoices. Invoices will normally be settled within 30 days of receipt.

24 Business Continuity

- 24.1 The Service Provider(s) shall have in place appropriate and tested contingency arrangements to ensure delivery of the Service.
- 24.2 The Service Provider(s) will have in place and keep up to date a plan detailing their contingency arrangements as detailed above. This must be provided to the Council upon request.
- 24.3 The Service Provider(s) will be responsible for ensuring that any sub-contractors have a plan in place which is robust and tested on an annual basis for the duration of the Contract and any extensions.

25 Insurance

- 25.1 It is a mandatory requirement that the Service Provider(s) appointed to this Contract have the following insurance in place:
 - 25.1.1 Employer's Liability Insurance (minimum of £5 Million);
 - 25.1.2 Public Liability Insurance (minimum of £10 Million); and
 - 25.1.3 Professional Indemnity Insurance (minimum of £5 Million).
- 25.2 Insurance requirements are fully detailed within the Terms and Conditions.

26 Exit Management

- 26.1 The Service Provider(s) will develop and agree with the Council an exit management plan for implementation six months prior to the termination date of this Contract.
- 26.2 The Service Provider(s) shall work with the Council and any other Service Providers as necessary, to ensure a smooth and seamless transition between Service Providers where this occurs.
- 26.3 The Service Provider(s) shall be responsible for all transition arrangements to and from any other Service Providers, in accordance with any relevant professional guidance and the requirements of the Council, including but not limited to:

- 26.3.1 TUPE arrangements (if relevant);
- 26.3.2 supply of appropriate records (all information and data relevant to the Contract must be made available to the Council and/or a replacement Provider(s); and
- 26.3.3 regular updates to the Council on the transition process.

27 Compliance with Legislative Requirements

- 27.1 The Service Provider(s) must ensure compliance with all relevant standards, legislative requirements and statutory provisions related with the delivery of the Service.

28 General Data Protection Regulations

- 28.1 The Service Provider(s) shall comply, in all aspects, with the provision of the General Data Protection Regulations (GDPR) and Data Protection Act 2018, and shall indemnify the City of Edinburgh Council against all actions, costs, expenses, claims, proceedings and demands, which may be made, or brought against, the City of Edinburgh Council, for breach of statutory duty under the Act, which arises from the use, disclosure or transfer of personal data by the Provider(s), or his servants or agents.
- 28.2 The Service Provider(s) shall:
 - 28.2.1 process the personal data only on the documented instructions of the Council; comply with security obligations equivalent to those imposed on the Council (implementing a level of security for the personal data appropriate to the risk); ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - 28.2.2 only appoint Sub-processors with the Council's prior specific or general written authorisation, and impose the same minimum terms imposed on it on the Sub-processor; and the Provider(s) will remain liable to the Council for the Sub-processor's compliance. The Sub-processor must provide sufficient guarantees to implement appropriate technical and organisational measures to demonstrate compliance. The Provider(s) must inform the Council of intended changes in their Sub-processor arrangements;
 - 28.2.3 make available to the Council all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and allow for and contribute to audits, including inspections, conducted by the Council or another auditor mandated by the Council - and the Provider(s) must immediately inform the Council if, in its opinion, an instruction infringes GDPR or other EU or member state data protection provisions;
 - 28.2.4 assist the Council in carrying out its obligations with regard to requests by data subjects to exercise their rights under chapter III of the GDPR, noting different rights may apply depending on the specific legal basis for the processing activity (and should be clarified by the Council up-front);
 - 28.2.5 assist the Council in ensuring compliance with the obligations to implementing a level of security for the personal data appropriate to the risk,

- taking into account the nature of processing and the information available to the Provider(s);
- 28.2.6 assist the Council in ensuring compliance with the obligations to carry out Data Protection Impact Assessments, taking into account the nature of processing and the information available to the Provider(s); and
- 28.2.7 notify the Council without undue delay after becoming aware of a personal data breach.

29 The Environment

- 29.1 This Contract should contribute to the achievement of the Council's environmental and sustainability objectives. Securing sustainable development is a strategic objective for the Council. The Council's Business Plan emphasises the Council's commitment to act on climate change and reduce carbon emissions across the city. Becoming sustainable and net zero city – The City of Edinburgh Council.
- 29.2 It is a mandatory requirement that the Service Provider and their personnel make every effort to minimise the impact of the delivery of the Services on the environment. The Provider shall use their best endeavours to achieve the efficient use of energy and, where possible, to maximise the use of biodegradable or recycled products.

30 Equalities

- 30.1 In providing the Services, the Service Provider(s) shall comply with all equal opportunities obligations and the public sector equality duty and shall ensure compliance with the Council's written policies on such matters and with all applicable laws as laid out in clause 13 of the Council's Terms and Conditions for Services CT2890.

31 Fair Working Practices

- 31.1 The Council is committed to the delivery of high quality public services and recognises that this is critically dependent on a workforce that is well-rewarded, well-motivated, well-led, has access to appropriate opportunities for training and skills development, is diverse and inclusive, and can influence decision making. These factors are also important for workforce recruitment and retention, and thus continuity of service delivery. The Council is applying the Scottish Government's policy [Fair Work First](#) to public contracts and asking Provider(s) to adopt the criteria which includes:

- appropriate channels for effective voice, such as trade union recognition;
- investment in workforce development;
- no inappropriate use of zero hours contracts;
- action to tackle the gender pay gap and create a more diverse and inclusive workplace;
- providing fair pay for workers (for example, [payment of real Living Wage](#)).
- offer flexible and family friendly working practices for all workers from day one of employment; and
- oppose the use of fire and rehire practices.

More details on each of the criteria can be found in Appendix 2 (separate document) along with links to further information.

- 31.2 The Council adopted a new three-year Business Plan, [Our Future Council, Our Future City](#) to help focus on our priorities and deliver real improvement and support a fair and green recovery for our city. Ending poverty by 2030 is one of the key priorities and includes actions to support fair work and living wage. The seven Fair Work First criteria above are fully supported by the Council and we want to work with Service Providers who adopt the same approach.

32 Community Benefits

- 32.1 As detailed in the Council's [Sustainable Procurement Policy](#), the Council is committed to maximising social, economic and environmental benefits through the delivery of Council contracts (known as 'Community Benefits'). Community benefits include targeted recruitment and training; sourcing from Small and Medium Enterprises (SMEs), Social Enterprises and Third Sector Organisations; contributions to education within communities; community consultation, engagement and strengthening of community relations; environmental improvement; volunteering; providing community resources; mentoring and sponsorship of community organisations. Service Provider(s) are therefore required to deliver Community Benefits as described in the 'Community Benefits Guidance' document (separate document).
- 32.2 The Service Provider(s) are encouraged to secure positive outcomes that will benefit the community in which they operate. Service Providers shall assist the Council in the delivery of community benefits. The Council reserves the right to introduce monitoring of the delivery of community benefits via the Council's online system, Cenefits, during the Contract term.

End of Specification