

**Bid Pack**

**Attachment 3 – Statement of Requirements**

Contract Reference: CCZV23A01

RM6355 Lot 1: Emotional Support for the UK Covid-19 Inquiry - Digital Offer (Tier 1)

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# PURPOSE

* 1. To secure the provision of trauma-informed digital emotional support for members of the public engaging with the UK Covid-19 Inquiry (the Inquiry).
  2. This contract via Lot 1 relates to Tier 1, a digital-based emotional support offer to include extensive well-being-related resources and a message-based emotional support service, which will be available to anyone who engages with the Inquiry, across all areas of its work.
  3. There is a requirement for this Lot 1 to work with the Supplier from contract Lot 2 who will provide an enhanced level of telephone and in person emotional support services at Inquiry events.

# BACKGROUND TO THE BUYER

* 1. The Inquiry (The Buyer) is independent of government and sponsored by the Cabinet Office.
  2. It has been established to examine the UK’s response to and impact of the Covid-19 pandemic and to learn lessons for the future.
  3. Trauma-informed emotional support and safeguarding services are integral to the Buyer achieving the objectives set out in the Inquiry’s Terms of Reference.
  4. The multidisciplinary Support and Safeguarding Team (SaS) within the Inquiry is responsible for ensuring it delivers its functions trauma-informedly.
  5. SaS has oversight of the delivery of trauma-informed emotional support and consultation covering public hearings, the listening exercise, commemoration activity, general engagement with individuals who have experienced trauma, and team wellbeing.
  6. SaS will manage three contract Lots all covering the provision of trauma-informed emotional support across all areas of the Inquiry’s work. This statement of requirements refers to Lot 1.

# BACKGROUND TO REQUIREMENT

* 1. The Inquiry has been set up to examine the UK’s response to and impact of the Covid-19 pandemic, and learn lessons for the future. The Inquiry’s work is guided by its Terms of Reference. The Terms of Reference include a requirement to listen to the experiences of bereaved families and those who suffered hardship or harm as a result of the pandemic. The Inquiry will be engaging with the public and people affected in a number of ways.
  2. Engaging with members of the public enables the Inquiry to understand the impact of the pandemic, providing context, information, and in some cases, evidence to be utilised in public hearings. The Inquiry aims to take a trauma-informed approach to its work with the public and this means ensuring that it is considering people’s wellbeing and being cognizant of how people’s engagement with the Inquiry may cause distress. As part of the Inquiry’s trauma-informed approach, we want to create an inclusive, thoughtful emotional support offer that is accessible to anyone engaging with the Inquiry, in any capacity. All those engaging with the Inquiry will have the opportunity to access the offer. In response to the anticipated volumes and the need for a tailored, proportionate offer, we have designed a tiered approach.
     1. **The public hearings:** The Inquiry’s substantive public hearings are now underway as of June 2023. In order to allow a full and focused examination of all of the different aspects of the pandemic that are covered in the Terms of Reference, the Chair has divided the Inquiry’s investigation into Modules. The Modules are announced and then opened in sequence, after which Core Participant (CP) applications are considered. Each module has corresponding preliminary hearing(s) and full hearing, details of which are published by the Inquiry. The majority of public hearings will be held at our hearing center in London. A number of hearings (currently four) will be delivered around the four nations of the UK.
     2. **Every Story Matters (ESM)**: ESM is the Inquiry’s listening exercise which is open to anyone in the UK population. The main way we will hear from people is via an [online form](https://covid19.public-inquiry.uk/every-story-matters/), which is currently live. Secondly, we are running a targeted research exercise as part of ESM to reach out to those most impacted but seldom heard, in order to better understand and represent their experiences. Our third strand to ESM will be a series of community events across all four nations of the UK, reaching out to people on the ground, in person in their local communities. This will be via a range of public events and targeted events with specific groups that we want to hear from. Data from people’s stories will be utilised in each relevant module for the hearings, contributing to the overall context of how people were impacted by the pandemic and the lesson to be learned.
     3. **Commemoration-based engagement:** The purpose of this work is to ground proceedings in the lived experience of people who suffered hardship and loss, placing the human impact of the pandemic at the heart of the Inquiry’s work. To date, this has involved Impact Films shown at hearings and the development of a commemorative tapestry installation (also available [digitally](https://tapestry.covid19.public-inquiry.uk/)). Volunteers from the CP cohorts are invited to share often traumatic experiences with the Inquiry and this can be very moving and impactful for them personally and for the Inquiry team.
  3. Failure to provide appropriate, high-quality emotional support services would likely result in barriers to accessing the Inquiry for those most impacted by the pandemic, significant emotional distress or re-traumatisation of those in contact with the Inquiry, and disruption to the Inquiry’s legal process. This would ultimately undermine public trust in the Inquiry and cause reputational damage. The Supplier shall be expected to provide emotional support for the Inquiry’s Tier 1 specification.
  4. The Inquiry has an incumbent Supplier providing short-term emotional support for Inquiry public hearings, ESM, and commemoration activity, but the current contract will be replaced by this, more long-term solution. The Lot 1 Supplier is expected to engage with the incumbent Supplier to allow the transfer of any specific requirements.

# DEFINITIONS

| Expression or Acronym | Definition |
| --- | --- |
| Buyer/Inquiry | UK Covid-19 Inquiry |
| BSL | British Sign Language |
| CMS | Content Management System |
| CP | Core Participant of the Inquiry. A core participant is an individual, organisation, or institution that has a specific interest in the work of the Inquiry and has a formal role as defined by legislation. Core participants have special rights in the Inquiry process. |
| Emotional support | Emotional support offers care and compassion as well as some assistance in signposting individuals to other support services. Its purpose is to offer support, guidance, and emotional containment for people engaging with the Inquiry who may have felt distressed by their contact with us. This is short-term and not counselling or therapy. |
| ESM | Every Story Matters, the way in which individuals can share their experiences of the pandemic. |
| GDPR | General Data Protection Regulation |
| KPI | Key Performance Indicator |
| Messaging service | A text message service that may be SMS or web-based. |
| MI | Management Information |
| Module | The broad range of areas to be considered within the Inquiry’s investigations have been divided into modules or investigations. |
| Safeguarding | Safeguarding means protecting people's health, well-being, and human rights, and enabling them to live free from harm, abuse, and neglect. |
| SaS | The Inquiry’s Support and Safeguarding Team |
| SLA | Service Level Agreement |
| SPOC | Single point of contact |
| Support staff | Counsellors/support workers providing emotional support. |
| Tier 1 | Lot 1: Emotional Support for the UK Covid-19 Inquiry - Digital Offer |
| Tier 2 | Lot 2: Emotional support services for the UK Covid-19 Inquiry - Face to Face, video and telephone offer |
| Trauma-informed approach | A “trauma-informed approach” has no singular definition. It is widely accepted as an approach that considers everyone involved - staff and users - through a trauma lens, applying a range of principles widely deemed to be trauma-informed. This includes conveying respect, seeing people as individuals, seeking collaboration and user involvement, offering empathy, building safety, offering choice and control and applying knowledge of trauma and how it impacts people to the service. |
| Users | Members of the UK population engaging with the Inquiry and using the website or text support service. |
| WCAG | [Web Content Accessibility Guidelines](https://www.w3.org/TR/WCAG21/) |

# SCOPE OF REQUIREMENT

* 1. The Supplier will provide a website platform and service, including a CMS, to manage and deliver the provision of emotional support to the participants of the Inquiry.
  2. The Contract will be established for 24 months with the option to extend the Contract for 2 separate periods of to 12 months, a maximum overall contract term of 4 years (2+1+1). Terms of contract extension are covered in the “Core Terms” schedule.
  3. The Supplier will promote and deliver trauma-informed values and vision within this contract by demonstrating experience of delivery via a competent workforce and displaying a passion for diversity and inclusion with innovative solutions to drive quality and value for money.
  4. The Buyer has designed a two-stage delivery model separated into Lots. Lot 1 is a digital emotional support solution consisting of two parts:
     1. **Website**: The Supplier will design and deliver a web platform to provide resources to support the UK population in relation to support and safeguarding that might be required either prior, during, or after Inquiry participation which will meet the [WCAG](https://www.w3.org/TR/WCAG21/) version 2.1 AA standard. The Supplier will provide version-controlled resources that are easily read online, with mobile-friendly versions and download options. These resources must be expertly compiled and evidence-based.
     2. **SMS/web-based text support service:** An SMS/web-based text emotional support service for all those coming into contact with the Inquiry. The service will be delivered by the Supplier's emotional support staff and will be available as part of the digital offer. It should be accessible as a minimum from 8 am to 8 pm, 7 days a week, although wider opening hours would be welcomed (reduced hours could be considered on weekends and closure of services during significant public holidays but closure of service would need to be publicly communicated - the Inquiry expects the service to be available to the public for a minimum of 10 hours over the course of a weekend), and should be staffed by appropriately trained and experienced support staff who are expert listeners.

# THE REQUIREMENT

* 1. The Supplier’s contract deliverables for the Buyer are listed below.
  2. The contract for the provision of Tier 1 emotional support is to cover the duration of the Inquiry.
  3. **Fully managed service**
     1. The requirement for the Supplier to provide a fully managed service, including but not limited to:
* Review usage and provide volume trend analysis
* Strategy and performance with improvement mechanisms
* Provide and maintain a business continuity plan
* Develop and recommend continuous improvement processes in delivering the service
* Financial forecasting of spend for the service
* Provide system risk assessments with mitigations
* Recording and mitigating security issues
* Planning and resourcing in order to meet customer demands.in the use of the service.
* Managing help desk services regarding Website issues users face
* Maintain the website
* Provide training to Buyer personnel on the use of the website
* Attendance and preparation for weekly delivery meetings and monthly performance meetings
* Streamline processes to deliver required outcomes through planning
* Robust and clear privacy statement and data handling notice (ensuring GDPR compliance) and accessibility statement (ensuring compliance with The Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018).
  1. **Website**
     1. The requirement for the Supplier to design, develop, deliver, manage, and maintain a website with specific accessibility needs met, including accessibility with mobile phones and other devices. The website must be mobile-friendly and fully responsive. The website will exist as a mini-website separate, but linked, to and from the main [Inquiry website](https://covid19.public-inquiry.uk/). The support website covered by this statement of requirements will use Inquiry branding and must meet the [WCAG](https://www.w3.org/TR/WCAG21/) version 2.1 AA standard (design to be agreed upon by the Inquiry). The website is likely to use a subdomain of the main Inquiry website (such as support.covid19.public-inquiry.uk) which will be owned by the Buyer.
     2. **Development and testing:** the requirement for the Supplier to provide provision for the website’s discovery (fact find), design, development (build), deployment, accessibility testing, and remediation, penetration (security) testing and remediation, hosting, hosting support, general website support, and technical support. The website must undergo sufficient user testing (process and timings agreed with the Buyer).
     3. **Inquiry access:** the requirement for the Supplier to give the Buyer means to make basic updates to text, images, hyperlinks, and add new pages and (links to) documents via a CMS.
     4. **Resources available to users:** the requirement for the Supplier to create a suite of accessible, expansive, downloadable resources relating to mental health and well-being that are designed to support users' positive engagement with the Inquiry. The requirement is for the Supplier to design and implement required resources with input from the Buyer which the Buyer deems suitable to do so. Resource topics will include but will not be limited to sleep hygiene, relaxation and mindfulness, managing self-harm, managing stress and anxiety, managing low mood, living with trauma; pandemic specific resources. The Buyer may provide specific material from SaS relating to specific Inquiry workstreams such as support planning for giving evidence or sharing your experience with ESM. The Buyer would create Inquiry-specific material but seek to work collaboratively with the Supplier to ensure consistency with other resources. The Buyer requires the Supplier to continuously innovate to ensure they can adapt to other accessibility needs, including but not limited to offering resources in languages other than English, considering the needs of BSL users and neurodiversity.
     5. **Additional material:** The requirement for the Supplier to upload additional material to the website that has been co-designed, agreed, or provided by the Buyer throughout the duration of the contract. The Supplier must obtain feedback from users on the resources and create new material if indicated by this feedback throughout the contract.
     6. **Technical support service:** the requirement for the Supplier to provide a standalone technical support service. It is expected the Supplier will have a support service to meet the needs of users. The Supplier will provide various routes to access the service to meet the needs of specific users, including but not limited to email and text-based. The service will be required on demand or will have an out-of-hours function to inform of out-of-hours:
        1. The technical support service will provide support for general accessibility issues and/or website malfunctions.
        2. The technical support service requirement for all contracted services is to be accessible and inclusive. For the purposes of this contract, there is a requirement for Welsh translation. Other requirements will be agreed in advance of implementation and agreed upon with the Supplier.
  2. **SMS/Web-based text support**
     1. The requirement to provide a solution and fully managed delivery of a text-based (SMS or web-based) emotional support service. The service will be specifically available for anyone engaging with the Inquiry and is to focus on their engagement with the Inquiry. There is likely to be a range of issues and levels of distress that users bring to the service. Some users may contact the service preemptively in advance of sharing evidence or sharing their stories with ESM. Some people may have pre-existing trauma symptoms that have been aggravated by their engagement with the Inquiry. Others may be experiencing unexpected distress in relation to their engagement or may have a long history of accessing support. The service will be delivered by trained members of support staff experienced in working with trauma and in offering reflective listening to those needing emotional support (details of requirements for support staff are outlined in Section 6.7).
     2. **Service requirements:** The SMS/web-based text service solution should include but not be limited to:
        1. Accessible as a minimum from 8 am to 8 pm, 7 days a week (could consider reduced hours on weekends and closure of services during significant public holidays but closure of service would need to be publicly communicated). This should include an automatic response during out-of-hours agreed by the Buyer.
        2. A responsive service that meets the needs of end users and is agreed upon by the Buyer.
        3. Cover the end-to-end experience of the user. This will include but will not be limited to:
* Clear communication with users about hours of availability and expected waiting times
* A waiting room with updates
* Conversational responses
* Confidentiality, data protection and other legal requirements sent to the user
  + - 1. Following the Inquiry’s safeguarding approach, including taking appropriate action where necessary.
    1. **Supplier support staff:** those delivering the SMS/web-based text support service are expected to deliver a service that includes but is not limited to:
       1. Utilising active listening skills suitable to this method of text communication, and providing validation of users’ emotional experience that enables users to share concerns, worries, difficult feelings, and to talk through what they need.
       2. Use of therapeutic tools that provide psychological grounding and emotional containment to both give advice and resources for the future but also help manage here-and-now distress in the live conversation.
       3. Advice and guidance for the preparation of upcoming engagement with the Inquiry. This may include reference to a “support plan” which is a template that the Inquiry will provide, encouraging users to think about what they will need to have the most effective and positive experience with the Inquiry, highlighting any known triggers, tapping into support networks, etc.
       4. A debrief of their engagement with the Inquiry and any residual feelings, concerns, and reflections.
       5. Advice and guidance in terms of self-care, the impacts of trauma, and signposting advice for users.
       6. Obtaining user feedback both on the support service that is offered by the Supplier and also passing on any feedback about the user’s experience of the Inquiry to Inquiry contacts for service improvement.
       7. A solution to meet the demand of the service to be able to up/downscale using MI and working collaboratively with the Inquiry. Planning and forecasting with timescales agreed by the Inquiry and the Supplier.
       8. A solution for a referral mechanism whereby the support staff, having identified additional user needs and following Inquiry provided guidance, with their consent sends them to a link where the user can self-refer to the Tier 2 service. This solution will need to ensure that the anonymity of the user to the Tier 1 service is maintained.
       9. The Supplier will ensure that there is a named point-of-contact and contact details within the Supplier’s organisation at all times for support staff to escalate clinically related queries or concerns to in the first instance before then escalating to SaS if needed.
       10. The Supplier will provide resource management capability and resourcing for both full-time and any temporary/agency staff, to be managed short, medium, and long-term to meet the Buyer’s requirement.
  1. **General Supplier Requirements**
     1. **Accessibility and inclusion:** The Buyer requires a proactively inclusive and innovative approach by the Supplier to ensure that users feel welcome and considered through this service. The Buyer acknowledges that no one service can meet everyone’s needs but we require that inclusion is a value at the heart of the Suppliers’ approach:
        1. The Supplier must have a clear policy on Diversity and Inclusion and examples of what this looks like in practice in their work in terms of public engagement.
        2. The Buyer will require sensitivity to issues such as gender preference of support workers, gender identity and sexuality and avoiding heteronormative language. The Supplier must be able to offer support workers of different genders to ensure that users can be offered a preference should there be a gender with whom they would feel more appropriate.
        3. The Buyer requires cultural sensitivity, which includes the Supplier being able to provide support staff who are representative of the people being supported in all manner of ways, especially in terms of ethnicity and age.
        4. The Supplier must offer Welsh speakers the option of receiving support in Welsh (the Buyer predicts the volumes associated with this offer will be very low). Our preference is the provision of support staff who are Welsh speakers rather than using translators.
        5. The Buyer requires the Supplier to continuously innovate to ensure they can adapt to other accessibility needs, including but not limited to offering support in languages other than English, BSL users, and neurodiversity.
        6. The Buyer requires the Supplier to proactively take a wholly inclusive approach to this service.
     2. **Safeguarding and referrals:** there is a requirement for the Suppliers to adhere to the Inquiry’s Safeguarding Policy which includes but is not limited to referrals to other organisations and Suppliers within agreed timescales. The Supplier and support staff must be experienced to be able to make decisions to adhere to this policy and the Buyer will work with the Supplier on the process.
     3. **Feedback surveys:** there is a requirement for the Supplier to provide a mechanism to gather regular feedback to monitor user experience, continuous improvements, and visibility of value for money using public spending.
     4. **Trauma-informed approach:** The Supplier must be trauma-informed in their approach and have experience in adapting their platform to different user needs. The Supplier must have a thoughtful and proactive approach to tending to the needs of its own staff. The support staff must have access to tools such as clinical supervision, reflective practice groups and live on-shift support if there are escalating issues of a clinical nature.

* + 1. **Training**: there is a requirement for the Supplier to enable frontline support staff to attend ourin-house training packageprior to any staff member interacting with a user. This would include training in our approach to safeguarding including our thresholds and expectations around referrals and our approach to trauma-informed engagement, as well as ensuring that they have a sound knowledge about what a user’s interactions with the Inquiry might look like within the different strands of our work. This would be approximately one day’s training at induction with potential follow-up refreshers, depending on need. Whilst we expect all support staff will already have excellent foundational training in trauma and mental health, we recognise that through the course of the contract, we may identify specialist areas that may need further training - for example working with survivors of Long Covid. The Buyer would seek to work collaboratively with the supplier to gain feedback on any further training the support team may need, hearing from experts by experience as much as feasible.
    2. **Access/Requests**: Access and support will be provided to the Buyer to complete quality assurance checks via digital support services when required. Requests for information from any press will be sent to the Buyer for a collaborative response within 2 hours of receipt.
    3. **Confidentiality and legislation:** there is a requirement for the Supplier to:
       1. Adhere to strict confidentiality standards to ensure the privacy and security of clients' personal and medical information.
       2. Be UK GDPR compliant, including being fully transparent in how personal data will be processed, and demonstrating that they can enact the data subject’s rights upon request.
       3. Provide a digital service that is anonymous at the point of use.
       4. Ensure that users are aware of the limits to anonymity if there is a safeguarding issue. The Supplier would need to manage highly sensitive data in that instance in line with UK GDPR and abide by our expectations of information sharing outlined in our Safeguarding Policy, and include the storage of data only within UK data centres.
       5. Capture the approximate region that the user is accessing the service from as part of our MI requirements but individual IP addresses should not be recorded.
       6. Delete text chats within 48 hours once the appropriate analytic data has been pulled, unless there is a safeguarding risk that requires the information to be retained for longer, in which case the information should be retained until any safeguarding action has been taken and then deleted.
  1. **Requirements for support staff delivering emotional support** 
     1. Support staff requirements:
        1. Be trained to provide emotional support to people specifically in an area of text-based delivery of services, i.e. conveying active listening and attunement without the audio or visual feedback.
        2. Have a minimum of two years experience working within a role directly supporting mental health i.e. as a support worker, trainee counsellor, emotional wellbeing practitioner, or health care assistant.
        3. Have experience working with various types of psychological trauma.
     2. The Buyer requires support staff to have gained knowledge and experience in working with different types of psychological trauma so that they are familiar both in terms of how trauma can present, and also the stabilisation techniques such as grounding and emotional containment.
     3. The Buyer requires all support staff and other staff working on the contract to have attended Disability Awareness Training and training on Diversity and Inclusion and be committed to anti-oppressive and inclusive practice. The Supplier must have a commitment to meeting the diverse intersectional identities and needs of the users of the support service.
     4. The Buyer requires a lead clinician or lead support worker to liaise with the Buyer’s SaS team as well as the contract manager. Whilst we have a clear understanding of what we require from the Supplier, we would anticipate building a collaborative and iterative approach with the Supplier where clinical decisions are founded on feedback and evidence gathered from users and support staff. We will take a review-based approach. We would seek to allow space for the model to evolve according to user feedback and evidence base. The Clinical Lead/lead clinician for the Supplier must be a qualified and registered professional within mental health, who has oversight of the quality of the support service’s delivery (registration/accreditation would need to be with a body such as HCPC, UKCP, BACP).
  2. **Supplier internal ways of working**
     1. **Staff support:** the Supplier shall ensure that all their support staff is given regular access to clinical supervision as well as line management in order to support their practice and look after their own well-being in this demanding work.
     2. **Escalation:** The Supplier must have defined escalation routes within the Supplier’s operating model so that support staff who come across particular complex or risk issues are able to access timely advice from a suitably qualified clinician. This may be two separate escalation routes - one for safeguarding issues and one for clinical issues. Therefore the supplier can evidence that support staff are well supported within their role and that complexity can be well handled by the Supplier.
     3. **Complaints policy and process:** the Supplier must have a complaints policy and process in place. Whilst any complaints to the Inquiry will be managed by the Inquiry teams, if the issue relates to a support issue the Supplier must work effectively in a timely way to give relevant information to the team investigating the complaint. The Supplier may also wish to conduct its own investigation if the complaint relates to support staff practice or a process failing etc and the Supplier must alert us if any complaint is made to them about the support service or other inquiry-related issue.
     4. **Insurance:** the Supplier must have appropriate indemnity insurance to cover all aspects of the service offering.
     5. **Health and Safety:** the Supplier shall ensure compliance with all relevant Health and Safety legislation.
     6. **Project Management:** The Supplier will provide general project management for this contract

# KEY MILESTONES AND DELIVERABLES

* 1. The Supplier shall create and progress with the Buyer a robust mobilisation plan to include:
* Evidence of systems and processes to operate efficiently.
* Resourcing and training fulfilment and plans.
* Plans to liaise with the incumbent Supplier and other Suppliers required for Lot 2.
* Details of risks, issues, and dependencies with mitigations that the Supplier will be required to undertake.
  1. The following contract milestones/deliverables shall apply:

| Milestone | Description | Timeframe or Delivery Date |
| --- | --- | --- |
| 1 | Contract signed with Supplier | Within 1 week of contract award |
| 2 | Initial contract mobilisation meeting for both website and SMS/Web-based text support service, including a briefing on immediate requirements.  Supplier attendees should include the contract manager, the overall project manager (if available), the web-focused lead, and the clinical lead. | Within 1 week of contract signature |
| 3 | Mobilisation and implementation plans with capacity and capability assessment for service commencement covering the first 10 weeks to be agreed with the Buyer and the Supplier. | Within 2 weeks of contract signature, |
| 4 | The collaborative design process begins with   1. The website look and feel and the resources, including signposting 2. The text support service set up 3. Referral pathways   Agreeing referral pathways will require tripartite meetings with the Tier 2 Supplier as well to discuss the interface between the two tiers, in collaboration with the Buyer. | Within 2 weeks of contract signing |
| 5 | Submission of the second draft of the implementation plan aligning to schedule 8 | Within 3 weeks of contract signing |
| 6 | Finalisation and agreement between Supplier and Buyer on web design, text-based support service, and all referral pathways. | Within 6 weeks of contract signing |
| 7 | Training by the Buyer for all frontline support staff on internal Inquiry policies, including safeguarding and the trauma-informed approach. | Within the mobilisation period |
| 8 | Final testing period for website and text service, including a penetration test and accessibility audit prior to go-live. | Within the mobilisation period |
| 9 | Go-live date for the core provision - note, in order to keep the implementation period short, we would be open to negotiating a go-live with some add-on features of the offer still in development if absolutely necessary. For example, translation into Welsh is to be developed as quickly as possible within the go-live period but we could launch without. | Within 6 weeks of contract signing |
| 10 | First Contract Review meeting attended by relevant staff (and monthly thereafter), as per Section 18.1. | At go-live date |
| 11 | Complete the offer go-live | Two months after go-live date |

# MI/REPORTING

* 1. The requirement for the Supplier to collect, store and share MI throughout the lifetime of the contract with the Buyer to inform trends, planning activity and continuous improvement.
  2. The Supplier will provide monthly reports that summarise all activity and performance for discussion at the monthly performance review meetings. However, weekly reports for some of the below can be agreed upon to review resourcing requirements.
  3. Information the Buyer would expect to receive (to be finalised at contract award) is:
     1. Hits on the website: total numbers over a given period and a breakdown of timings, demographics, and user activity (such as bounce rates and returning users).
     2. Breakdown of which resources are being utilised, when and by whom (such as regional area).
     3. Regular MI on any user suggestions on resource development.
     4. Reporting on technical issues and how they were resolved.
     5. Details of data breaches and the actions conducted to mitigate the impact and learn lessons to prevent future breaches.
     6. Numbers of users contacting the SMS/Web-based text support service.
     7. Breakdown by region and themes of conversations via the SMS/Web-based text support service.
     8. Breakdown of the length of text support conversations.
     9. Timeliness of response to initial user contact.
     10. Timeliness within the chat: figures on average speed of exchange, pauses by the user, pauses by the support staff (average and longest time).
     11. Any safeguarding concerns that were managed within the time period, including a summary of issues and actions taken.
     12. Updates to the risk management plan
     13. Any complaints related to activity including a number of complaints, topics, and how they were concluded.
     14. Supplier's regular assurance that support staff are attending clinical supervision (no specific MI required).
     15. The Buyer requires monthly reports that summarise all activity and performance for discussion at the monthly Contract Reviews meetings. However, weekly reports for some of the above can be agreed upon to review resourcing requirements.

# VOLUMES

* 1. Actual volumes of users may fluctuate throughout the lifetime of the contract and whilst the Buyer has provided indicative volumes for the purpose of this specification, any volumes contained in this document are intended as a guide only. A go-live delivery plan will be agreed upon between the Buyer and Supplier as part of the onboarding process. The Buyer will be continually reviewing services and processes in order to achieve efficiencies and align to the changing requirements of the business, therefore changes to business practice may occur during the lifetime of the contract which may affect volumes. The Supplier shall be flexible in order to meet any potential future changes.

* 1. Volumes are forecasted as follows.
     1. The total target of participation of 500,000 people across the Inquiry over the course of four years.
     2. 170,000 people access digital resources, of which 6,800 may require more accessible ways to engage (highlighted in Section 6).
     3. 96,500 people reach out for text-based support, of which 18,500 may be people returning for a second or third time (an average of roughly 2,000 SMS/web-text support conversations per month over the course of 4 years).
  2. For the avoidance of doubt the Buyer does not guarantee any volumes but will work with the Supplier to plan in advance.

# CONTINUOUS IMPROVEMENT

* 1. The Supplier should seek to continuously improve its capability in the handling and management of the services, including suggestions as to improvements to its own performance and that the Inquiry may make to increase efficiency, improve quality and/or reduce costs. The Supplier should therefore propose commercial approaches and governance processes to incentivise continuous improvement and to provide examples of how these mechanisms have worked effectively in other environments.
  2. Continuous Improvement shall be managed in accordance with Schedule 11 Continuous Improvement.
  3. **Planning and forecasting service improvement:** The Supplier shall submit a written report on contract operations to the Buyer by the tenth Operational Working Day of the month following the calendar month in which the service was provided. This monthly report shall detail the following information in addition to the MI described in this requirement:
     1. A detailed overview of incidents that have caused a service failure.
     2. Business continuity issues.
     3. Details of future events impacting the service.
     4. Suggestions for improving value for money and/or service quality for the Authority including innovation.
     5. Any Buyer queries and investigations and Supplier responses including any trends observed.
     6. Details of instances where the Buyer has escalated issues and management summary to resolve.
     7. Review of areas of concern or weakness in the service provided, together with any trends observed, reasons for failures, and actions taken (or to be taken) to remove the concern or weakness. This shall include both the operations of the Buyer and the Supplier.
     8. Key Supplier initiatives/achievements during the period.
     9. Performance versus agreed SLAs and KPIs (see “Schedule 10 - Service Levels”).

# SUSTAINABILITY/SOCIAL VALUE

* 1. The Supplier should provide examples of how they help deliver social value through their work, with regards to how they:
     1. Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.
  2. Social Value KPIs and metrics to measure Supplier performance shall be agreed upon between the Buyer and the Supplier at the point of award.
  3. For the avoidance of doubt:
     1. The Social Value commitments and targets made during the tender procedure will form part of the contractual agreement between the Buyer and the Supplier, therefore bidders should only commit to activities that are within their capacity and capability to deliver.
     2. Social Value forms part of the quality criteria and will be evaluated independently of price. Bidders are therefore strongly advised not to include any additional costs related to social value as part of the price submission as this may negatively impact the competitiveness of the bidder’s overall tender submission.
     3. Bidders must provide an implementation plan to the Buyer detailing how the required Social Value commitments will be delivered through the Contract.
     4. Buyers and Suppliers will jointly agree the timeline for delivering the targets and measures that were committed to by the Supplier during the tender procedure.
  4. The Supplier must note that in delivering Social Value, the following measures may be used:
     1. The Supplier must manage, measure and report on the delivery of Social Value throughout the life of this Contract.
     2. The Supplier must provide an annual Social Value delivery statement to the Authority detailing the Social Value that has been delivered through the Contract.

# QUALITY

* 1. The Clinical Lead/lead clinician for the Supplier must be a qualified and registered professional within mental health, who has oversight of the quality of the support service’s delivery (registration/accreditation would need to be with a body such as HCPC, UKCP, BACP, or equivalent).

# PRICE

* 1. Prices are to be submitted via the e-Sourcing Suite (see Attachment 4 – Price Schedule) excluding VAT.
  2. Expenses relating to travel, subsistence, and accommodation will be paid in line with the Buyer’s expenses policy.
  3. All prices must remain valid for 180 days following bid submission
  4. Prices are fixed and shall be reviewed annually based on Indexation as stated in the monthly CPI Index provided by the Office of National Statistics <https://www.ons.gov.uk/economy/inflationandpriceindices>.
  5. The Supplier will need to take a flexible approach to phone/video appointments and a policy on cancellation will be agreed upon between the Buyer and Supplier upon award.

# STAFF AND CUSTOMER SERVICE

* 1. The Supplier shall provide levels of resource throughout the duration of the contract to meet the demand and quality required.
  2. The Supplier’s staff assigned to the contract shall have the relevant and agreed qualifications and experience to deliver the contract to the required standard (as stated in 6.7.1 and 12.1).
  3. The Supplier shall ensure that staff understand the [Buyer’s vision and objectives](https://covid19.public-inquiry.uk/documents/terms-of-reference/) and will provide excellent customer service to the Buyer throughout the duration of the contract.
  4. The Supplier must ensure all staff have attended the Inquiry’s in-house training prior to interacting with any user.

# SERVICE LEVELS AND PERFORMANCE

* 1. The Buyer will measure the quality of the Supplier’s delivery through KPIs as specified in “Schedule 10 - Service Levels”.
  2. The Buyer will review KPIs and SLAs on an annual basis.

| KPI | Service Credit | KPI description | Target |
| --- | --- | --- | --- |
| 1a | <96% = 0.5% monthly contract invoice value | The Supplier must respond to all user requests for emotional support within 50 minutes during working hours (not including automated response time). | 96% |
| 1b | <100% = 1% monthly contract invoice value | The Supplier must respond to all user requests within 90 minutes during working hours (not including automated response time). | 100% |
| 2 | <100% = 1 % monthly contract invoice value | Buyer requests labelled “URGENT” must be acknowledged via email within 24 hours of receipt. | 100% |
| 3 | <100% = 1.5 % monthly contract invoice value | The Supplier must raise any safeguarding concerns with SaS within a maximum of 24 hours (on all days excluding weekends or public holidays where the next working day is appropriate). | 100% |
| 4 | <98% = 1% monthly contract invoice value | The Supplier will acknowledge  receipt of all complaints received to them directly, in writing, by the end of the next working day following receipt of the complaint. | 98% |
| 5a | < 98% = 0.5% monthly contract invoice value | The Supplier will provide the Buyer with a report of all complaints and actions by the end of the third working day following receipt of the complaint. | 98% |
| 5b | <100% = 1% monthly contract invoice value | The Supplier will provide the Buyer with a report of all complaints and actions by the end of the fourth working day following receipt of the complaint.. | 100% |
| 6 | TBC | PLACEHOLDER FOR SOCIAL VALUE KPI | TBC |

| SLA | SLA description | Target | Consequence of Failure |
| --- | --- | --- | --- |
| 1 | Availability and uptime of the website should be 99.5% at a minimum | 99.5% | Correction Plan to be sent to the Inquiry within 14 days of the failure. |
| 2 | Technical availability for users experiencing issues will align to the categories below:   * P1 (Critical) - "A complete outage, critical journeys are disrupted or there is a major security breach" - Initial response 30 minutes, update time 1 hour. * P2 (Major) - "Users experience intermittent or degraded service due to a platform issue" - Initial response 1 business day, update time 2 business days * P3 (Minor) - "Component failure that does not immediately affect the service" - Initial response 2 business days, update time 5 business days. | 90% | Correction Plan to be sent to the Inquiry within 14 days of the failure. |
| 3 | The Supplier will endeavour to respond to participants’ messages within two minutes whilst engaged in the live chat (this is timed after the initial allocation to support staff). | 95% | Correction Plan to be sent to the Inquiry within 14 days of the failure. |

* 1. The Buyer reserves the right to refine or include further KPIs or SLAs at the outset of each delivery milestone. These will be developed in agreement with the Supplier and reviewed every quarter with a final agreement from the Buyer.
  2. Supplier performance will be managed in accordance with “Schedule 10 - Service Levels”

# SECURITY AND CONFIDENTIALITY REQUIREMENTS

All activity undertaken by the Supplier must comply with the Data Protection Legislation, including UK GDPR and the Data Protection Act (2018), as stated in Schedule 20 (Processing Data).

* 1. The Supplier will be required to ensure complete confidentiality at all times, both within their organisation and in external communications.
  2. The Supplier must support the Buyer in the development of Data Protection Impact Assessments relating to the service.
  3. The Supplier must satisfy the Buyer that their data destruction/deletion practices comply with UK GDPR requirements and follow all relevant [National Cyber Security Centre](https://www.ncsc.gov.uk/) guidance.
  4. Based on the nature of the data being collected (when asking people about the pandemic we may be processing sensitive information) the Supplier must comply with the requirements in “Schedule 16 - Security Management” and be willing to obtain Cyber Essentials Plus certification within 6 months of contract commencement.
  5. The Supplier must maintain an asset register of all Buyer-supplied information, data, and equipment to ensure Buyer’s assets are returned and/or deleted.
  6. The Supplier must ensure that storage of data is only within UK data centers. The Supplier must also ensure that data is processed within the jurisdiction of UK GDPR, with clarity over where data is processed in territories with data adequacy agreements with the UK.
  7. Where data is not processed within the jurisdiction of UK GDPR, the Supplier must be able to provide the Buyer’s Data Protection Officer with the Standard Contractual Clauses (or equivalent) governing the processing of personal data.
  8. The Supplier shall ensure that information will not be reused for purposes outside of this agreement without the expressed agreement from the Supplier. In no circumstance will the information be repurposed for the Supplier’s commercial interests.
  9. The Supplier will agree and sign ethical walls whereby there is a conflict or perceived conflict agreed by the Buyer throughout the duration of the contract.
  10. The Supplier staff need to pass a BPSS check (or equivalent) including an Enhanced DBS clearance (or equivalent), as they will be speaking to a range of audiences, including vulnerable adults.

# PAYMENT AND INVOICING

* 1. Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
  2. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
  3. Invoices should be submitted to: [finance@covid19.public-inquiry.uk](mailto:finance@covid19.public-inquiry.uk)
  4. Invoice address: UK Covid-19 Inquiry C/O Cabinet Office, PO Box 405, Newport, NP10 8FZ, UK.

# CONTRACT MANAGEMENT

* 1. The Buyer requires regular attendance of relevant staff to operational meetings to be agreed at the contract mobilisation stage and Contract Review meetings to be agreed at the contract mobilisation stage. The Supplier should ensure that there is a representation of both clinical and contract management staff at these reviews (meetings will be a mixture of face-to-face and online).
  2. Attendance at Contract Review meetings shall be at the Supplier’s own expense.
  3. The Supplier must be able to liaise responsively and regularly with internal Inquiry teams, in particular SaS. There may be a need for a clinical case discussion, safeguarding case discussion, complaint investigation or any other clinical or technical issue needing resolution.
  4. The Buyer requires attendance at operational meetings with other Inquiry Suppliers where there is joint working. These will be on an ad hoc basis and reasonable notice of meetings scheduled will be given.
  5. The Buyer expects to build strong collaborative working relationships between the Supplier and the internal Inquiry teams, in particular SaS. There is often an overlap between contract and operational issues, and clinical issues so collaborative working across these areas is critical. The Buyer will require good communication from the Supplier, attendance at meetings and a responsive SPOC for each area - contract, operational, and clinical.
  6. A governance structure will be implemented during the mobilisation phase and meetings will be aligned to Schedule 13 Contract Management. Monthly Performance meetings will include, but will not be limited to:
* Planning for the next month
* Delivery of previous month
* Finance and forecasting
* KPIs/SLA
* Risks and Issues
* Process mapping and dependencies
* MI Reporting as detailed in Section 8
  1. The Buyer would work with the Supplier to design a range of quality assurance measures to ensure that users receive a good service that meets their expectations. This will require feedback from both the Supplier and those that have used the service, as well as the SaS team conducting their own quality assurance checks through periodic engagement with the support service themselves.
  2. The Buyer requires the Supplier to work effectively with the Tier 2 Supplier where there is a cross over and we will likely require the Supplier to attend tripartite meetings between the Buyer, Tier 1 Supplier, and Tier 2 Supplier. Topics of discussion may include feedback mechanisms and the self-referral of users from Tier 1 to Tier 2 (via Tier 1’s referral mechanism). We may also ask for resources to be developed iteratively on the basis of feedback from users and our Tier 2 Supplier.
  3. Contracts to be managed in accordance with “Schedule 13 - Contract Management”.

# LOCATION

* 1. The location of the services will be carried out remotely.

# ASSETS

* 1. All documents produced by the Supplier will be subject to Intellectual Property Rights and owned by the Buyer in accordance with Schedule 36 - Intellectual Property Rights.
  2. Website domain will be subject to Intellectual Property Rights and owned by the Buyer.
  3. Website design and content will be subject to Intellectual Property Rights and owned by the Buyer.