

**Bid Pack**

**Attachment 3 – Statement of Requirements**

Contract Reference: CCZV23A01

RM6355 Lot 2: Emotional support services for the UK Covid-19 Inquiry - Face to Face, video and telephone offer (Tier 2)

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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 2 relates to Tier 2, an enhanced level of telephone and in person emotional support services at Inquiry events.
	3. There is a requirement for this Lot 2 to work with the Supplier from contract Lot 1 which is to create and run 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.

# 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 Inquiry 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 the Inquiry delivers its functions in a trauma-informed way.
	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 2.

# 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 2 specification.
	4. Tier 2 is the enhanced support offer that may be used instead of or alongside Tier 1 (Lot 1) depending on what users need. We will promote Tier 1 to everyone engaging with us but will target how we promote the uptake of Tier 2.
	5. 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 2 Supplier is expected to engage with the incumbent Supplier to allow the transfer of any specific requirements.

# DEFINITIONS

| Expression or Acronym | Definition |
| --- | --- |
| Buyer/Inquiry/We | 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. |
| F2F  | Face to Face |
| GDPR | General Data Protection Regulation |
| KPI | Key Performance Indicator |
| 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 - F2F, 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 telephone/F2F-based emotional support.  |
| WCAG | [Web Content Accessibility Guidelines](https://www.w3.org/TR/WCAG21/) |

# SCOPE OF REQUIREMENT

* 1. 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.
	2. An overview of the requirement of contract Lot 2:
		1. The Inquiry began its public hearings and launched ESM online in June 2023, open to anyone across the UK. The Inquiry aims to conclude public hearings by the summer of 2026, followed by a period to conclude the Inquiry’s work.
		2. In order to take a trauma-informed approach to its work, the Buyer has designed a tiered approach to its support offer, to meet the varied needs of people engaging with the Inquiry. This lot is focused on the enhanced support offer or Tier 2.
		3. Emotional support in this setting is not counselling or therapy. 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 the Inquiry, and/or find that past trauma in relation to the pandemic has been triggered. The Inquiry does not want to have an adverse impact on anyone who chooses to engage with its work and wants to prevent re-traumatisation as much as is within its gift. We are looking for a Supplier with the trauma-informed values and vision to deliver this offering, who has a skilled and competent workforce, a passion for diversity and inclusion, and a drive to keep quality high and innovation continuous.
		4. The Supplier will be required to provide support for the following areas of the Inquiry:
			1. **Public hearings:** require the attendance of support staff in person to provide support to individuals at the hearing center (and at temporary hearing centers across the UK) as required.
			2. **Witness support:** via telephone or video-based support with a tripartite model of preparation, support on the event day, and follow-up (for those who opt-in).
			3. **CP support:** onan as-needed basis - telephone or video-based emotional support around a specific piece of engagement activity.
			4. **Commemoration activity:** requiring the attendance of support staff in person at filming events and other activities, with telephone or video-based wrap-around support before and after opportunities (for those who opt-in).
			5. **ESM targeted research:** participants are to be offered telephone or video-based support with a tripartite model of preparation, support on the event day, and follow-up (for those who opt-in).
			6. **ESM community events:** require the attendance of support staff in person at locations across the UK.
			7. **Referrals from Tier 1**: emotional support provision via telephone for those digitally excluded who cannot access the Tier 1 offer and need an alternative and, by exception, those who are extremely distressed/triggered through engagement with the Inquiry and require more support than can be offered via Tier 1.
			8. **Ad hoc support needs:** the availability of emotional support for ad hoc issues that may arise where it is clinically appropriate to offer a support call.

# THE REQUIREMENT

* 1. The Supplier’s contract deliverables for the Buyer are listed below. Please note all volumes are indicative and there will not be a contractual agreement for volumes.
	2. The contract for the provision of Tier 2 emotional support is to cover the duration of the Inquiry hearings, ESM activity, and commemoration activity.
	3. The requirement for the Supplier to provide a fully managed service, including but not limited to:
* Review usage and provide volume trend analysis
* Satisfaction levels and improvements
* Provide and implement a business continuity and disaster recovery plan
* Conduct risk assessments of customers wellbeing including proposing further assessments
* Financial forecasting of spend for the service
* Manage risk registers regarding the delivery of the contract and provide relevant mitigation plans for the Buyer to review and approve
* Manage all security aspects in the delivery of the contract
* Manage planning and allocate resources in order to meet user requirements
* Attendance and preparation for weekly delivery meetings and monthly performance meetings
* Streamlined 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).
* Manage and log all contacts to be made within 24 hours of contact including relevant actions
	1. **Inquiry events and calls:** the requirement to provide experienced support staff who can attend Inquiry events and make support calls, as outlined within each of the different strands of Inquiry work (see Section 5.2.4), including but not limited to:
		1. **Inquiry public hearings and events**
			1. The requirement of support staff to be present at:
* Hearings
* ESM community events
* Commemoration filming/activities
* Where deemed to be required by the Buyer, being available for people in attendance who might require support
	+ - 1. There may be an array of support needs emerging at such events including people becoming distressed and needing a sensitive, thoughtful response offering emotional containment and validation, a space to process what they are experiencing, offers of grounding exercises and other ways to manage potential symptoms of trauma, and then well-informed signposting. The Supplier support staff will need to adapt their approach to a diverse range of people at these events in terms of age, ethnicity, disability/ability, neurodiversity, and levels of trauma and distress.

* + - 1. Hearings will be held mainly in the Inquiry’s London hearing centre but some hearings will be held in the devolved administrations and may be held in other locations across the UK. Public hearings will be primarily conducted between the hours of 9 am to 5 pm, Monday to Thursday, but there will be occasions when hearings will be held on Fridays too.
			2. ESM community events will be spread across the UK, in towns, cities, and villages. Most activity will be within normal business hours of 9 am to 5 pm but some events will be purposefully planned for weekends, early mornings, and evenings in order to maximise accessibility. Any hours outside of 9 am - 5 pm Monday to Friday are considered “Out of Hours”.
			3. Commemoration filming, whilst infrequent, will be held in venues across the UK.
			4. Reasonable notice will be given of the location and timings of all events. Travel and subsistence will be reimbursed in line with the Buyers’ expenses policy.
		1. **Telephone/video call service**
			1. The requirement to providea telephone/video call service to provide end-to-end support for Inquiry participants, including but not limited to targeted research interviews, commemoration filming/activities, and witness support.
			2. This requirement will be to provide adequate support to prepare participants to give evidence/tell their stories.
			3. It will involve a tripartite support model to be agreed upon and implemented for all participants and witnesses to access at any point in their engagement. Referrals will be from the Inquiry and in a few instances, self-referral via the Tier 1 Supplier.
			4. The Supplier will need to be clear with users that this is a short-term service that is focused solely on the support needs arising from their engagement with the Inquiry and assist the user in identifying appropriate support organisations outside of the Inquiry in preparation for the end of their support with them or in addressing other areas of distress.
			5. The model includes but is not limited to
				1. **Preparatory support call(s):** with the participant prior to the engagement activity to provide emotional support, advice, and support planning to wrap around the activity. This includes:
* Exploring the person’s thoughts and feelings about their engagement with the Inquiry
* Any concerns or worries they may have
* Exploring their support needs and any accessibility requirements
* Creating informed support plans that adapt to their individual risks and needs
* Utilising grounding techniques
* Offering emotional validation and containment.

The preparatory call is envisaged to be one session in the main, but there may be accessibility reasons why we might have a higher volume of shorter calls (such as adapting to the needs of someone with Long Covid). The support must be delivered by a named support staff member who is the same person throughout the support provision in order to provide consistency and build rapport.

* + - * 1. **On-the-day support:** provide support on the day of the participation. Support will be provided around the participation and will either be remote or in-person dependent upon the activity. The requirement for the Supplier to design a process with envisaged support requirements and agreed upon by the Inquiry. The support offered should be tailored to the individual's needs. As such, some participants/witnesses may want a support call prior to their planned activity and then a call immediately afterward to debrief and contain. Others may need much less contact.
				2. **Follow-up support:** provide support after the participation day by telephone/video call:
* Offering an emotional debrief for the participant
* Provide emotional support and validation, containment, and grounding where appropriate
* Signposting the participant to Tier 1 for any immediate future support needs and to other providers both national and local

It is anticipated to be one call but with review. The requirement for the Supplier to design and implement the process and planning with agreement from the Inquiry.

* + - 1. The requirement for the Supplier to implement a process to keep records of contact and support provided/offered included but was not limited to risks, safety, and requirements including an internal mechanism to check processes and service levels. The nature of record keeping of the contact with participants will be provided by the Inquiry and other products produced collaboratively. For example, support plans and contact logs.
			2. The requirement to provide a named support staff member for referrals of CPs needing support. There are a large number of CPs engaging with the Inquiry. Most of our CPs are organisations representing large groups of people. Tier 1 digital support will be promoted to all individual CPs and CP organisations. However, we may become aware of individual CPs needing additional support and would want to make a contained and boundaried offer of emotional support from the Tier 2 provision. This is at the discretion of the Inquiry and the offer is likely to develop over time in collaboration with the Supplier. We require a named support staff member to contact the individual CP, assess their support needs, and then offer a time boundary package that meets these needs. This is in clinical discussion with SaS.
	1. **Receive and process referrals from Tier 1:** those experiencing intense distress in relation to engagement with the Inquiry.
		1. Work with the Inquiry and Tier 1 Supplier to agree on a referral process. There may be instances where individuals have taken part in Inquiry activity and accessed Tier 1 text-based support and the Tier 1 service is not deemed appropriate to meet the support required from distress specifically triggered through Inquiry engagement. A referral and process from Tier 1 to Tier 2 services will be required and to be agreed upon by the Inquiry.
	2. **Suitable service development:** provide a solution for digitally excluded participants and/or general support calls arising from unplanned situations where Tier 1 services are not suitable. The requirement will be for the Supplier to develop a service suitable including but not limited to:
		1. One single support call provided by the Supplier as an equivalent to a text-based support conversation that would be provided at Tier 1 level.
		2. A pilot and integration phase with innovative solutions (agreed by the Inquiry) to this requirement incorporating volumes and value for money.
	3. **Process map:** work with the Inquiry and/or Suppliers involved in the Inquiry to create and agree on a process map for referrals in order to streamline the service.
	4. **General Supplier Requirements**
		1. **Accessibility and inclusion:** we require a proactively inclusive and innovative approach by the Supplier to ensure that users feel welcome and considered through this service. We acknowledge 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 also age.
			4. The Supplier must offer Welsh speakers the option of receiving support in Welsh (the Inquiry 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. **Unplanned contact with Under 18s:** The Buyer will be procuring specialist emotional support for its planned work with children and young people. We recognise, however, that there are areas of Inquiry business where support staff might interact with children in an unplanned way. Firstly, at the hearing centre, children over 14 are permitted to attend hearings. It is not anticipated that many children will attend but it is possible. Secondly, the ESM community events will include public events that capture the “footfall” of passers-by. This is likely to include situations where adults attend the event with their children, or young people come into the event unaccompanied. **We do not require the supplier for Lot 2 to provide specialist emotional support for Under 18s** but we will need the supplier to work pragmatically with the Inquiry to ensure that any child interacting with Inquiry staff in an unplanned way, receives an appropriate response. The Buyer will work with the supplier to ensure that all support staff at public events are clear on the procedures surrounding Under 18’s support, being able to signpost effectively, manage any safeguarding-related concerns and risks, and offer appropriate direction. The Buyer will require the Supplier to work collaboratively both with the Inquiry and with the specialist support service for Under 18s to ensure that children experience a joined-up approach.
		3. **Safeguarding and referrals:** the Inquiry has a Safeguarding Policy which covers all its direct work and work with contractors. In instances where there is a risk issue, support staff will be expected to respond in a timely proportionate way to any concerns with effective signposting and the potential for an intervention response if it meets Inquiry thresholds. For example, there may be instances where information may have to be shared with another agency such as Police or Social Services. Support staff must be competent and experienced in managing these sorts of issues, willing to work within the Inquiry's thresholds and safeguarding practice and able to act in a timely proportional way to manage safeguarding concerns.
		4. **Trauma-informed approach:** The Buyer expects the Supplier to be trauma-informed in their approach and to have experience in adapting their service to different user needs. As such, we also expect the Supplier to have a thoughtful and proactive approach to tending to the needs of its own staff.
		5. **Training**: there is a requirement for the Supplier to enable support staff to attend the Inquiry’s in-house training package prior to any interaction with users. 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 two 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 and to source this training, hearing from experts by experience as much as feasible.
		6. **User involvement:** this is very important to us and the Buyer would expect the Supplier to regularly gather feedback from users on their experience of the Tier 2 offer. This ensures the quality of the Supplier offering and enables an iterative offer that is responsive to what people need throughout the Inquiry's lifespan.
		7. **Collaborative working:** the Supplier must liaise responsively and regularly with the Inquiry team, in particular SaS, and with other Suppliers that the Inquiry works with (such as those delivering ESM community events). There may be a need for a clinical case discussion, safeguarding case discussion, complaint investigation or any other clinical or technical issue needing resolution. There will also be briefing meetings at the start and end of the day for any in-person and online events.
		8. **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 F2F and telephone support 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 centers.
			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 telephone and F2F support session data 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.
	5. **Requirements for Supplier support staff**
		1. **Support worker requirements for face-to-face events:** To offer support at hearings, to research participants and at community events, the support workers do not need to be qualified counsellors (although there may be occasions when we consider a qualified clinical is appropriate). Theymust**,** however, be trained and experienced support workers in mental health. By experience, we mean a minimum of three years working in a mental health context in some clinical capacity. This might be as a trainee counsellor or another support worker role. It is for the Supplier to ensure the quality of their support workers' training and experience.

* + 1. **Qualifications:** The Buyer requires those making emotional support calls to participants to be qualified and registered/accredited counsellors or final year counselling students under supervision.
		2. **Experience**: The Buyer requires all support staff to have gained experience in working with different types of trauma so that they are familiar with offering techniques such as grounding and emotional containment. They must have a good working knowledge of how trauma impacts people and of interventions that help manage distress and trauma. This is alongside the core skills of excellent active listening skills, including both their skills in person and being able to convey listening and attunement without visual feedback i.e. via telephone.
		3. **Bereavement:** we engage with a diverse range of people with different needs and traumatic experiences. The Buyer requires support staff to adapt well to these needs and take an individual approach to each person they are supporting. We have a significant number of people engaging with us who have experienced traumatic bereavement through the pandemic. Whilst we are not requiring that the Supplier have expert bereavement counsellors on their team, we require the Supplier to consider how they might ensure that all their staff have a good knowledge and skill level in working with loss and bereavement issues, and welcome the provision of a number of specialist bereavement specific counsellors on the contract.
		4. 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 Cultural Competency. The Supplier must have a commitment to meeting the diverse identities and needs of the users of the support service.
		5. The Buyer requires a lead clinician or lead support worker to liaise with SaS 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 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).
		6. The Buyer requires that all support staff have a clinically trained and experienced SPOC within the Supplier’s organisation to go to at any one time when they are “on shift”. We will work collaboratively with the Supplier to discuss the escalation routes and support mechanisms for the emotional support team including how SaS can provide timely advice and guidance to staff. It is important to us that each staff member is well-supported and can have a quick response source of guidance and advice if needed. This is especially important for unqualified staff who may need additional guidance if in an escalating situation.

* + 1. 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. **Supplier knowledge and experience**
		1. The Supplier must have a thorough understanding of trauma, its effects, and the importance of providing trauma-informed support to Inquiry participants.

* + 1. It is desirable that the Supplier be Accredited by a national body, such as the BACP.
		2. The Supplier’s support staff must have experience and knowledge of working with mental health, supporting and promoting wellbeing, utilising grounding and containment techniques, making assessments of risks and needs, utilising support plans and safety plans, and taking a positive, empowering, strengths-based approach to support interventions.
		3. The Supplier must be able to provide a range of safeguarding services, including risk assessments, support planning, signposting and referrals to appropriate organisations and authorities, and monitoring and review of safeguarding measures.
		4. The Supplier must have experience and knowledge of adapting emotional support provisions to differing needs.
		5. Witness and CP-related enhanced support must be delivered by qualified registered counsellors. Other support needs may be either counsellors or trained and experienced support workers.
		6. The Supplier must ensure all staff have attended the Inquiry’s in-house training as agreed by the Inquiry.
	1. **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. This must include all staff and not just those with a professional requirement for supervision such as counsellors.
		2. **Escalation:** The Buyer expects there to be sufficient escalation routes within the Supplier’s operating model so that support staff who come across particularly complex or high-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. The key point is that support staff are well supported within their role and that complexity can be well handled and assessed by the Supplier. The Supplier shall provide a named point of contact and details at all times for Inquiry staff and own supplier staff
		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 following contract milestones/deliverables shall apply:

| Milestone | Description | Timeframe or Delivery Date |
| --- | --- | --- |
| 1 | Contract signed with winning Supplier. | Within 1 week of contract award |
| 2 | Initial contract mobilisation meetings for telephone/F2F-based support services, 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 | Design and consensus meeting(s) to establish: 1. Referral pathways
2. Service objectives and boundaries
3. Staffing plan

The Buyer will provide the Supplier with our model and initial products (such as service leaflets, support plan template, and record-keeping) but will want to work collaboratively to finalise. Agreeing referral pathways will require tripartite meetings with the Tier 1 Supplier as well to discuss the interface between the two tiers, in collaboration with the Buyer.  | Initial meeting by end of week 2 of contract signature |
| 4 | Mobilisation with capacity and capability assessment for service commencement for the first 10 weeks to be agreed with the Buyer and the Supplier | Within 2 weeks of contract signature  |
| 5 | Submission of an implementation plan.  | Within 3 weeks of contract signing |
| 6 | Training by the Buyer for all frontline support staff on internal Buyer policies, including safeguarding and the trauma-informed approach.  | Within the mobilisation period  |
| 7 | Go-live date (whilst the final go-live date is to be discussed with the Supplier, it is critical that there is no service gap for the Inquiry’s support offer).  | Within 6 weeks of contract signing |
| 8 | First Contract Review meeting attended by relevant staff (and monthly thereafter), as per Section 18.1. | At 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 Buyer will seek to take a collaborative and iterative approach to MI throughout the lifetime of the contract with the Buyer to inform trends, planning activity, and continuous improvement. Elements include but are not limited to:
		1. Regular MI from user feedback for the services provided and improvements.
		2. Service MI including but not limited to total participation rates, services provided by the Supplier (such as models and support time), services accessed by the participant, and themes.
		3. Any safeguarding concerns that were managed within the time period including a summary of issues and actions taken.

# 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.
	2. The Inquiry is aiming to take evidence from approximately 2,000 witnesses and to engage with:
* 4,000 research participants
* 30,000 individuals at community events
* 200 bereaved family members and others impacted by the pandemic engaging with commemoration and engagement activity
* There may be additional engagement activities such as webinars that may need a support element

In addition to this, there will be referrals in relation to individuals for whom the Tier 1 offer was not sufficient, including CPs.

* 1. The Inquiry anticipates there being 240 public hearing days over the duration of the contract. The Buyer anticipates the majority of these to take place in the Inquiry’s permanent hearing center in London, but up to 80 days to take place in other locations across the UK. The Inquiry will require between 1 and 4 Supplier support staff to attend each hearing, depending on the topic being covered and the demand for services (the Inquiry predicts the majority of hearings will require either 2 or 3 Supplier support staff).
	2. There will be up to 300 community events over the course of the Inquiry (to engage the 30,000 individuals outlined in Section 9.2). These will run at roughly 3 per week, some will be virtual and in-person events will be geographically coordinated. Depending on the audience each event will require a different level of support/expertise in terms of emotional support.
	3. We, therefore, estimate that in the course of the contract, the Supplier may need to provide emotional support for 12,500 individuals over 4 years (an average of roughly 260 support sessions per month over the course of 4 years).
	4. For the avoidance of doubt the Inquiry 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 Buyer 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 to 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 6.9.2 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 Credits | KPI Description | Target |
| --- | --- | --- | --- |
| 1a | <96%= 0.7% monthly contract invoice value   | The Supplier must confirm receipt of an urgent support referral with confirmation of the offer of an appointment date and time within one day working day  | 96% |
| 1b | <100% = 0.5% monthly contract invoice | The Supplier must confirm receipt of a non-urgent support referral with confirmation of the offer of an appointment date and time within 3 working days.  | 100% |
| 2 | <100% = 1% monthly contract invoice value | The Supplier must raise any safeguarding concerns with SaS within a maximum of 24 hours (on all days excluding weekends where the next working day is appropriate).  | 100% |
| 3 | <99% = 1 % monthly contract invoice value | Buyer requests labelled “URGENT” must be acknowledged by email within 24 hours of receipt.  | 99% |
| 4 | <98% = 1% monthly contract invoice value | The Supplier will acknowledgereceipt of all complaints received to them directly, in writing by the end of the next working day.   | 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 of receipt. | 100% |
| 6 | TBC | PLACEHOLDER FOR SOCIAL VALUE KPI | TBC |

* 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

* 1. All activity undertaken by the Supplier must comply with the Data Protection Legislation, including UK GDPR and the Data Protection Act (2018), in particular with regard to the collection, storage, and safeguarding of personal data. This includes informing the Supplier of any data breaches, and actions taken in relation to data breaches, as soon as possible. As stated within Schedule 20 (Processing Data).
	2. For information in which the buyer is the Data Controller we require the Supplier to undertake appropriate measures to prepare the data for possible transfer to the National Archives or other public body.
	3. The Supplier will be required to ensure complete confidentiality at all times, both within their organisation and in external communications.
	4. The Supplier must support the Buyer in the development of Data Protection Impact Assessments relating to the service.
	5. 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. The Supplier must also ensure that any information for which the Buyer is the data controller is transferred to the Ienquiry, or other public body, at the end of the contract, or destroyed in line with the Buyer’s instructions.
	6. 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.
	7. 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.
	8. 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.
	9. 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.
	10. 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.
	11. 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.
	12. The Supplier shall ensure all personnel and their sub-Suppliers and partners have signed confidentiality agreements prior to undertaking any work for the Buyer. Each staff member must pass a BPSS and enhanced DBS check.

# 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
	4. Invoice address: UK Covid-19 Inquiry C/O Cabinet Office, PO Box 405, Newport, NP10 8FZ, UK.
	5. The Buyer will endeavour to provide the Supplier with 3 days’ notice if it needs to cancel any service requirements. If no notice is given or the Authority fails to give the Supplier 3 days’ notice of a cancellation of services, then the Authority would be liable for any fees previously agreed which cannot be avoided (e.g. hotel charges which cannot be refunded in less than 3 days). If the Authority provides the Supplier with the requisite 3 days’ notice of a cancellation of services, then no fees are chargeable, unless the Supplier can demonstrate the fees have been incurred, can not be recovered, and the fees are agreed with the Authority in advance.

# 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 services will be carried out both remotely (telephone/video support calls), at the Inquiry hearing center and at other community and research events (locations TBC, but will be located across the UK)

# 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.