

**Bid Pack**

**Attachment 3 – Statement of Requirements**

Contract Reference: CCZV23A01

RM6355 Lot 3: Emotional support services for the UK Covid-19 Inquiry - Staff support offer

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# PURPOSE

* 1. The purpose of the procurement is to provide emotional support services to the UK Covid-19 Inquiry Team (the Inquiry Team). The Inquiry Team will include colleagues within the Secretariat and legal teams of the Inquiry, as well as contractors and suppliers.

* 1. This contract via Lot 3 covers: the provision of trauma-informed staff support. The Inquiry (The Buyer) aims to take a trauma-informed approach to all its work, which includes considering the well-being of the Inquiry Team who have themselves been impacted by the pandemic and are working in proximity to trauma and grief.
  2. The Inquiry Secretariat (employed for administrative purposes by the Cabinet Office) has access to our Employee Assistance Program (EAP) service provided through the Cabinet Office. Legal teams, contractors and suppliers do not. The Buyer is seeking to procure an additional service that supplements the core offer of EAP and proactively seeks to reduce the risk of vicarious trauma and burnout. Taking a proactive and thoughtful approach to considering the well-being of the Inquiry Team, we are procuring a service that offers regular reflective practice groups and 1:1 ad hoc emotional support and debriefing. Our aim is to support the Inquiry Team well, as they support others.

# BACKGROUND TO THE BUYER

* 1. The UK Covid-19 Inquiry (the Inquiry) is independent of the government and sponsored by the Cabinet Office.
  2. It has been established to examine the UK’s preparedness and response to the Covid-19 pandemic and to learn lessons for the future.
  3. 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. The SaS team has oversight of the 3 strands of the trauma-informed emotional support programme, covering public hearings, ESM, and employee wellbeing and assistance.
  6. The SAS team holds a wide and varied workload of clinical and project work comprising operational delivery of trauma-informed support and safeguarding, development and implementation of associated strategies, policy, and procedures, expert guidance and consultation, training, reflective practice, safeguarding, and clinical governance.

# BACKGROUND TO REQUIREMENT/OVERVIEW OF 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.
     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.
     4. **Engaging with the public and with evidence:** our public correspondence team manages communication with the public. Members of our Inquiry Team also review evidence for the hearings or ESM-related material. All of these functions can include exposure to traumatic material that may trigger distress for staff.
  2. The Inquiry Team will be exposed to traumatic and potentially distressing material on a routine basis. Whilst this is quite typical for an inquiry setting, what is atypical is that the pandemic was experienced by everyone, by all of us, in varying ways. We are aware that the risk of vicarious trauma may be higher for the Inquiry Team because their engagement with the public may trigger their own lived experience of the pandemic.
  3. Team well-being is essential in a trauma-informed organisation. Our core remit is to fulfil the Inquiry’s Terms of Reference and deliver for the public. The Inquiry has pledged to do this in a trauma-informed way and, to do this well, we need to look out for the Inquiry Team’s well-being and support their needs.

# DEFINITIONS

| Expression or Acronym | Definition |
| --- | --- |
| BACP | The British Association of Counsellors or Psychotherapists |
| BO | Cumulative burnout |
| Burnout | The International Classification of Diseases 11th Revision (ICD-11) defines Burnout as a syndrome conceptualised as resulting from chronic workplace stress that has not been successfully managed. It is characterised by three dimensions:   * Feelings of energy depletion or exhaustion * Increased mental distance from one’s job, or feelings of negativism or cynicism related to one's job * Reduced professional efficacy |
| Buyer/Inquiry/We | UK Covid-19 Inquiry |
| CF | Compassion fatigue is stress resulting from exposure to a traumatised individual. CF has been described as the convergence of secondary traumatic stress (STS) and cumulative burnout (BO), a state of physical and mental exhaustion caused by a depleted ability to cope with one’s everyday environment. |
| De-briefing | Psychological debriefing is broadly defined as a set of procedures including counselling and the giving of information aimed at preventing psychological distress and aiding recovery after a traumatic event. Our application of the term is in its broadest sense of post-event debriefing which should include elements of learning as well as articulation of what happened and how. |
| DSO | Designated Safeguarding Officer |
| EAP | Employee Assistance Programme - EAPs typically provide a helpline for advice and support, a triaged process of accessing counselling and mental health support and access to self-guided psychoeducational materials. EAPs can contribute to employees’ productivity, personal wellness, and organisational success. |
| 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. This is short-term and not counselling or therapy. |
| ESM | Every Story Matters, the Inquiry’s programme for individuals to share their experiences of the pandemic. |
| GDPR | General Data Protection Regulation |
| HCPC | The Health and Care Professions Council |
| 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. |
| Reflective practice | Reflective practice is the ability to reflect on one's actions so as to take a critical stance or attitude towards one's own practice and that of one's peers, engaging in a process of continuous adaptation and learning. The outcome should support professional practice and development. There are several models that can guide practice including Gibb’s Reflective Cycle. |
| 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, consisting of qualified health and care professionals. |
| SLA | Service Level Agreement |
| SPOC | Single point of contact |
| STS | Secondary traumatic stress |
| Support staff | Counsellors/support workers providing emotional support. |
| 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. |
| UKCP | The UK Counsellors and Psychotherapists |
| Users | Members of the UK population engaging with the Inquiry and using the website or text support service. |
| Vicarious Trauma | Vicarious trauma is exposure to someone else’s trauma. It can have a significant mental health impact and, if not mitigated or treated effectively, can be a pathway to post-traumatic stress disorder. |

# SCOPE OF REQUIREMENT

* 1. The provision of emotional support to the Inquiry Team will include those involved in the delivery of the Inquiry’s public hearings, ESM and all cross-cutting operational functions. The Inquiry recognises:
     1. The impact on the Inquiry Team of working with potentially distressing material.
     2. That those who suffered hardship and loss during the pandemic will include members of the Inquiry Team.
     3. That all individuals were affected in some way by the pandemic.
  2. The Inquiry began its public hearings and launched ESM nationally in June 2023. The Inquiry aims to conclude public hearings by the summer of 2026, followed by a period to conclude the Inquiry’s work.
  3. 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.
  4. The Inquiry’s requirements under Lot 3 consist of 3 main requirements:
     1. **Reflective Practice Groups:** the Supplier will deliver reflective practice groups for the Inquiry Team to support the Inquiry Team to be trauma-informed ‘in action’ and mitigate against the potential of burnout, compassion fatigue, and traumatic stress, which we know can occur when working in proximity to trauma.
     2. **1:1 sessions**: a proactive or responsive trauma-informed offer for the Inquiry Team according to their current need.
     3. **Workshops and training:** the Inquiry may want the Supplier to deliver periodic training/workshops for the Inquiry Team to support them in dealing with issues posed by working within the Inquiry.

# THE REQUIREMENT

* 1. The Supplier’s contract deliverables for the Inquiry Team are listed below. Please note all volumes are indicative and there will not be a contractual agreement for volumes. For the avoidance of doubt, the Buyer does not commit under this contract to volumes.
  2. **Reflective Practice Groups** 
     1. The Supplier will provide inter and intra-disciplinary reflective practice groups for segmented teams to be determined by the Inquiry to mitigate against burnout, compassion fatigue, and vicarious trauma (group size will vary):
     2. The purpose of reflective practice groups is to support the Inquiry Team to be trauma-informed ‘in action’ and mitigate against the potentials of burnout, compassion fatigue, and traumatic stress, which we know can occur when working in proximity to trauma.
     3. Providing a structured and facilitated (by a qualified therapeutic practitioner) psychologically safe space for the Inquiry Team to explore the impact of the work they are undertaking that will enable reflection and reflexivity, and support building professional resilience.
     4. Through guided reflective discussions of experiences, events, and contexts, it is possible to recognise, explore, challenge, and separate personal/collective worldviews and biases thus enriching the work of the Inquiry and supporting our commitment to promote inclusivity, celebrate diversity, and reduce barriers to accessibility.
     5. Group sessions are expected to include but not be limited to;
        1. Guided reflective discussions of experiences.
        2. Allowing recognition, exploration, and challenge to separate personal/ collective worldviews and bias
        3. Promotion and support of inclusivity and reducing barriers.
        4. Collaboration with plans to encourage open dialogue, questioning, planning, and decision-making.
        5. Solutions to reduce burdens and other issues.
        6. Confidential and safe space practices
     6. The collaborative nature of reflective practice groups enables dialogue, helpful questioning, supportive planning, and decision-making to be sourced from the multidisciplinary expertise of the people in the group, reducing the burden to find solutions within the self.
     7. Groups should be run in a confidential manner and nothing will be shared beyond the immediate groups unless there is a safeguarding or wellbeing concern. The group should be asked about sharing feedback with the Inquiry especially where this is a process or structural issue identified. The feedback should be agreed upon by all members and should be anonymous.
     8. It is essential to create a culture where people feel safe enough to reflect openly and share learning/knowledge/experience as the more people can make use of these spaces will contribute to continuous improvement of delivery across the Inquiry.
     9. Facilitators will support the group and offer their professional expertise/consultation where appropriate. This is a form of psychoeducation (psychological learning) that will develop an understanding of trauma: in individual systems (the self), and larger systems (groups) such as society or organisations. They will collaborate with each group to agree on the ground rules and how the space will/can be used.
     10. It is important that the facilitators structure and “hold” the groups and utilise a particular model such as Gibbs Reflective Cycles. Inquiry Team members in attendance will, in the main, be unfamiliar with this way of working and it will take time to build trust in the group process. The structure is needed to help enable Inquiry Team members to utilise the space to its fullest. This is based on feedback we have gathered to date.
  3. **1:1 sessions**
     1. The Supplier will provide additional 1:1 sessions for the Inquiry Team where this need cannot be met by the existing departmental EAP.
     2. These 1:1 sessions are not therapy or counselling - this is available to all Secretariat members via the EAP. These sessions are intended to be a responsive trauma-informed offer for Secretariat members according to their current needs. In the main, we envisage these sessions being proactive 1:1s that are preventative of burnout and vicarious trauma. They may be planned ahead of an emotionally demanding piece of work or on occasion, it could be reactive to an arising issue that is more akin to debriefing and facilitating a space to process the event and identify wellbeing needs and supports. Whilst we will be encouraging the Inquiry Team to utilise reflective practice groups, there may be instances where a 1:1 context is more appropriate and complementary.
     3. The majority of sessions will be provided remotely/virtually. There may be a limited requirement for in-person attendance, to be agreed upon with the Supplier in advance. Any in-person events are likely to be in London at the Inquiry's office.
     4. As we embed the offer with the Inquiry Team we would aim to work collaboratively with the Supplier to respond to needs and develop the offer over time.
  4. **Training and workshops**
     1. Secretariat members will have access to the Cabinet Office’s EAP service and can access a number of well-being workshops through that service. Where there are bespoke workshop topics that would be helpful to commission to Supplier support staff, we will discuss this with the Supplier. We also welcome the Supplier raising potential topics with us as they gain feedback from the Inquiry Team during the sessions. Workshops will be attended by approximately between 5-20 members of the Inquiry Team and will be delivered online.
  5. **General Requirements for the Supplier**
     1. All services under this contract will take place and be delivered within working hours (9 am-5 pm Monday to Friday)
     2. The Supplier will obtain user feedback and report this on a monthly basis to the Buyer.
     3. The Supplier will provide general project management for this contract
  6. **Qualifications**
     1. The Supplier must have a team of registered and experienced therapists who hold relevant degrees and certifications in their field of expertise. Registration with the appropriate accrediting body is critical namely:
        1. The British Association of Counsellors or Psychotherapists (BACP)
        2. The UK Counsellors and Psychotherapists (UKCP)
        3. The Health and Care Professions Council (HCPC)
     2. The Supplier must have a team of experienced and trained professionals in trauma-informed practice and in facilitating reflective practice groups for a range of professionals within a work context, including groups such as line managers, and multidisciplinary groups of social workers, psychologists, and other relevant professionals. We recognise that group facilitation is a separate core skill in its own right and requires that Supplier staff are experienced and trained in this way of working.
  7. **Supplier knowledge/experience**
     1. The Supplier must have experience in supporting a variety of audiences within multiple contexts including but not limited to therapeutic support for trauma, complex/atypical grief and bereavement.
     2. The Supplier must have a thorough understanding of trauma and its effects.
     3. The Supplier must have a thorough understanding of stress and burnout, its effects, and the importance of providing support to mitigate these issues.
     4. The Supplier must have expertise in structured reflective practice group facilitation.
     5. The Supplier must have a thorough understanding of safeguarding both adults and children, be able to assess and manage risk and take appropriate action where required.
     6. The Supplier must be able to demonstrate knowledge of a range of trauma-informed, therapeutic interventions appropriate to the group and individual setting for reflective practice.
     7. The Buyer would welcome the Supplier holding the expertise and appropriate experience and qualifications to provide coaching-based sessions for the Inquiry Team as part of the 1:1 offer, promoting well-being and facilitating the Inquiry’s Team’s learner journey through working in a trauma-informed environment.
     8. The Supplier must have a commitment to meeting the diverse identities and needs of the Inquiry Team.
  8. **Accessibility and availability**
     1. The Supplier must be flexible and adaptable to meet demands for multimodal service delivery.
     2. The Supplier must be able to provide services during flexible hours to accommodate clients' schedules and availability. We do not anticipate this to include weekends but there may be very few occasions where a group is needed after 5 pm.
     3. All contracted technicians are to be able to work remotely if needed.
  9. **Confidentiality**
     1. The Supplier must adhere to strict confidentiality standards to ensure the privacy and security of clients' personal and medical information. The Supplier must adhere to strict confidentiality standards to ensure the privacy and security of clients' personal and medical information. They must 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. The Supplier would need to 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.
     2. Requests for information from any press will be sent to the Inquiry for a collaborative response within 2 hours of receipt.
  10. **Partnership working/liaising with external agencies** 
      1. The Supplier must be able to work in partnership with relevant agencies, such as the police and social services, to ensure the safety and well-being of those engaging with the Inquiry. This covers two areas - safeguarding the Inquiry Team members themselves and safeguarding members of the public engaging with the Inquiry.
      2. In terms of the Inquiry Team, this could potentially involve, in some instances, making a referral to statutory services to ensure the safety and well-being of Inquiry Team members. Should this situation occur, this should be done in collaboration with the individual and with the greatest care and respect for the confidentiality of their information.
      3. The Supplier must be familiar with the Inquiry’s Safeguarding Policy (to be shared at contract award) that the Inquiry Team will be working to ensure that if any information is shared in a session (1:1 or group) that involves a risk to children or significant harm to an adult has been appropriately escalated within the Inquiry escalation route - namely to the DSO.
      4. Whilst the Buyer has a clear understanding of what we require, we would anticipate building a collaborative and iterative approach with the Supplier. The Buyer will take a review-based approach, allowing space for the model to evolve according to user feedback and evidence base. The Buyer, therefore, requires a Clinical Lead/lead clinician we can liaise regularly with who must be a qualified and registered professional. They would hold oversight of the quality of the Supplier staff support service’s delivery (registration/accreditation would need to be with a body such as HCPC, UKCP, BACP).
  11. **Trauma-informed approach**
      1. The Buyer expects the Supplier to be familiar with trauma-informed approaches as this is the model that we are embedding across the Inquiry's work and is the framework under which we are identifying that our Inquiry Team has additional needs to supplement the EAP provision. We expect a trauma-informed approach to the group and 1:1 offers and that the Supplier takes a trauma-informed approach within its business, looking out for its own staff wellbeing and supporting staff with supervision.
  12. **Training**
      1. The Buyer welcomes the Supplier to attend a bespoke induction training which would walk them through the functions of the Inquiry, how our Inquiry Team operate, and the kinds of material they are working with. The Buyer will provide an overview of the SaS role and the trauma-informed approach the Inquiry has adopted. Other content can be negotiated with the Supplier. The Buyer anticipates this will take half a day to one day. The purpose of this induction training is to ensure that staff working on this contract are familiar with the Inquiry's work and have context for the issues that Inquiry Team members may bring them in sessions.
  13. **Insurance Coverage**
      1. The Supplier must be appropriately covered by indemnity insurance.

# KEY MILESTONES AND DELIVERABLES

* 1. The following contract milestones/deliverables shall apply (timelines are subject to change):

| Milestone | Description | Timeframe or Delivery Date |
| --- | --- | --- |
| 1 | Contract signed with winning Supplier. | Within 1 week of contract award |
| 2 | Initial contract mobilisation meetings between the Supplier and the Buyer.  Supplier attendees should include the contract manager, and overall project manager if available, and the clinical lead. | Within 10 working days of contract signature |
| 3 | Delivery plan: Delivery plan for the provision of reflective practice groups and 1:1 support sessions, including how the offer will be promoted to Inquiry Team members. | Within 2 weeks of contract signing |
| 4 | Go-live date: to include communication to Inquiry Team members on the available support provision, how they can access and what they can expect. (1-on-1 support will be available from this point on a need basis). | Within 4 weeks of contract signing |
| 5 | First reflective practice group sessions held (to priority groups - to be communicated by the Buyer). | Within 5 weeks of contract signing |
| 6 | First round of feedback on support offer from Inquiry Team to be shared and discussed with the Buyer. | Within 8 weeks of contract signing |
| 7 | First rounds of reflective practice group sessions completed (offered to all Inquiry Team). | Within 9 weeks of contract signing |

# MI/REPORTING

* 1. The requirement for the Supplier to collect, store and share MI on a monthly basis throughout the lifetime of the contract with the Buyer to inform trends, planning activity, and continuous improvement.
  2. As a starting point, the Buyer would expect the following:
     1. The number of reflective practice group sessions held each month, Inquiry Team numbers attending, and department of origin (where the individual has consented to share that information).
     2. The number of referrals for 1:1 emotional support sessions each month and department of origin (where the individual has consented to share that information), the time taken for allocation to a counsellor, and then the number ofactual sessions held.
     3. The number of cancellations or dropouts.
     4. Anonymised feedback from the Inquiry Team.
  3. Where informed consent has been given by individuals, the Buyer welcomes MI on the general themes emerging in discussions that help inform organisational practice. For example, workload, work-life balance, trauma symptoms, etc. There would need to be safeguards around ensuring anonymity given our overall small Inquiry Team number.

# VOLUMES

* 1. Actual volumes 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.
  2. A go-live ramp-up plan will be agreed upon between both parties as part of the onboarding process. The Buyer will be continually reviewing services and processes in order to achieve efficiencies, and savings 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.
  3. The Inquiry Team is currently made up of 118 members of the Secretariat and 139 members of the legal team (paralegals, solicitors, and members of Counsel) not all working full-time or concurrently. This figure will fluctuate but is unlikely to surpass 300 team members in total.
  4. It will not be mandatory for the Inquiry Team to attend the groups or engage with 1:1 offers. However, it will be strongly recommended and promoted to the Inquiry Team on a regular basis. To date, reflective practice sessions have been provided to 90 members of the Inquiry Team, which represents 76% of the overall Inquiry Team body. 32 sessions have been held between the two-month period of May 2023 to June 2023.
  5. The Buyer estimate that in the course of a year, the Supplier may need to provide 4 to 7 reflective practice sessions per month, (this equates to 48 to 84 sessions per year and between 192 to 336 total over the full 4 years) and approximately 221 1:1 sessions per year (882 sessions in total over the 4 years).
  6. 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 Suppliers 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. **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 include 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 Supplier’s staff delivering emotional support should be trained in active listening skills, reducing the risk of vicarious trauma, and aware of the impact of supporting others who may be in a traumatised state. They should be experienced at facilitating group reflective practice sessions as well as 1:1 sessions and able to offer grounding techniques and emotional containment, experience in making support plans, and assess risk.
  2. 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>.

# STAFF AND CUSTOMER SERVICE

* 1. The Supplier shall provide a sufficient level of resources throughout the duration of the contract in order to consistently deliver a quality service.
  2. The Supplier’s staff assigned to the contract shall have the relevant qualifications and experience to deliver the contract to the required standard (as stated in 6.6 and section 12).
  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.
  2. The Buyer will review KPIs and SLAs on an annual basis.

| KPI | Service Credits | KPI Description | Target |
| --- | --- | --- | --- |
| 1a | <98% = 0.5% monthly contract invoice value | The Supplier must confirm receipt of a 1:1 referral and offer an appointment within one working day. | 98% |
| 1b | <100% = 1% of the monthly contract invoice value | The Supplier must confirm receipt of a 1:1 referral with confirmation of the appointment date and time within two working days. | 100% |
| 2 | <100% = 1% monthly contract invoice | The Supplier must offer a 1:1 appointment within three working days of the referral. | 100% |
| 3 | <100% = 1 % monthly contract value | Buyer requests labelled “URGENT” must be acknowledged via email within 24 hours of receipt. | 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 | <99% = 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. | 99% |
| 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. | 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 Buyer of any data breaches, and actions taken in relation to data breaches, as soon as possible) as stated in Schedule 20 (Processing Data).
  2. The Supplier will be required to ensure complete confidentiality at all times, both within their organisation and in external communications.
  3. When required, the Supplier must support the Buyer in the development or update of Data Protection Impact Assessments relating to the service.
  4. 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 Buyer, or other public body, at the end of the contract, or destroyed in line with the Buyer’s instructions.
  5. 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.
  6. 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.
  7. In the event that data is collected and stored by or on behalf of the Supplier, 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.
  8. The Supplier shall ensure research is conducted in line with ethical good practice, for example, as set out in Government Social Research [guidance](https://www.gov.uk/government/publications/ethical-assurance-guidance-for-social-research-in-government) and the Market Research Society’s [Code of Conduct](https://www.mrs.org.uk/pdf/MRS-code-of-conduct-2023.pdf).
  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 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](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 upon at the contract mobilisation stage and Contract Review meetings to be agreed upon 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 primarily through virtual delivery, but there may be occasions when services will be carried out at the Inquiry’s London offices.

# 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.