

Thirlwall Inquiry

Emotional Support **services for staff -** **Service description**

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1. BACKGROUND TO REQUIREMENT

- 1.1. The Thirlwall Inquiry has been set up to examine events at the Countess of Chester Hospital and their implications following the trial, and subsequent convictions, of former neonatal nurse Lucy Letby of murder and attempted murder of babies at the hospital. The Inquiry's work is guided by its [Terms of Reference](#).
- 1.2. The Inquiry aims to take a trauma-informed approach to its work with all individuals involved, based on the principles of trauma and grief recovery initial stages. This means ensuring that it is considering people's wellbeing and being cognisant 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. Failure to provide appropriate, high-quality emotional support services would likely result in the Inquiry failing to gather the evidence necessary to complete its investigations and may increase distress and re-traumatise those attempting to assist it, creating disruption to the Inquiry's process. This would ultimately undermine public trust in the Inquiry and cause reputational damage.
- 1.3. All those engaging with the Inquiry will have the opportunity to access support, including Inquiry staff. The Inquiry recognises the potential impact upon its own staff and is committed to supporting them.

2. SCOPE OF REQUIREMENT

- 2.1. This specification will focus upon the support for the Inquiry staff.
- 2.2. In the context of the Thirlwall Inquiry, the secretariat and legal teams will be exposed to material in relation to, and parents that have experienced, baby loss which is considered a major traumatic event, and has long term psychological consequences for the parents (Alvarez-Calle & Chaves 2023).
- 2.3. Whilst the loss of a child is major in itself in terms of the level of trauma, the complex layer within the Thirlwall Inquiry context is homicide and institutional failure. It is likely that evidence heard within hearings is going to reflect extreme levels of distress and suffering, over and above what individuals might be used to encountering about in their usual day-to-day lives. This complexity disrupts typical trauma recovery and healing processes and exacerbates feelings of helplessness, self-blaming, fear and anxiety (Alvarez-Calle & Chaves 2023, CECD 2021).
- 2.4. Taking the above into account, the risk of secondary traumatic stress (STS) within the Inquiry secretariat and legal teams could easily be assessed as high. STS, is an empathy-based stress relevant to anyone in an occupational role that is exposed to trauma and has to engage in some level of form of empathic response (Raovola et al 2019). From a staff wellbeing risk perspective, STS can lead to typical symptoms of stress, anxiety, depression and burnout. In the extreme, staff can experience post-traumatic stress disorder symptoms (Raovola et al 2019). STS will also likely impact on staff performance in role as the symptoms and empathy distress can contribute to decline in functioning and ability to maintain positive relationships within the workplace (Raovola et al 2019). A further risk to both employee wellbeing and Inquiry reputation is that of compassion fatigue, or compassion stress. Compassion fatigue can manifest in becoming desensitised to trauma and lead to empathy decrements. In the Inquiry context this can lead to the perception of a dispassionate workforce and can greatly inhibit the effective implementation of a trauma-informed approach - which relies on consistent empathy and compassion (Rauvola et al 2019).
- 2.5. The context of working in a public Inquiry, and the concentration of the work and focus around the traumatic events, places staff in a position where immersion in the traumatic material is unavoidable, and there is little respite from this. Emerging research supports the development of staff support in relation to embedding trauma-informed systems within public Inquiry's to mitigate against the impact on staff wellbeing and the impact on public inquiries achieving their purpose effectively and efficiently (Barker et al 2023).

3. THE REQUIREMENT

- 3.1. We therefore require an organisation to provide high quality emotional support to enable staff to engage safely with the Thirlwall Inquiry.
- 3.2. We require the Supplier to hold trauma-informed values and a 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 continuous improvement. All support should be structured around a trauma-informed approach, adopting the principles of safety, trustworthiness, choice, collaboration, empowerment and cultural considerations.
- 3.3. A pyramid wellbeing model for staff should be provided.
 - 3.3.1. **Universal:** All staff within the Inquiry should have access to a generic wellbeing provision. This service should offer a 24/7 helpline and referral into structured counselling support for a minimum of six sessions per year. It should be able to offer one-to-one emotional support to staff that is underpinned with an understanding of the Inquiry's work and the impact of exposure to trauma on staff.
 - 3.3.2. **Targeted:** Staff within teams, where the risk of exposure to traumatic material and to trauma victims is considered high, should have access to group-based reflective sessions as standard as a proactive measure to mitigate against secondary traumatic stress (monthly or bi-monthly). Typical reflective practice group models can be effective, delivered by a suitably qualified and experienced health and social care professional. One specific model that has an evidence base in addressing empathy-based stress is Compassion Focused Staff Support. The Supplier should be able to provide group-based reflective sessions as required.
 - 3.3.3. **Specialist:** from time to time, given the nature of Inquiry work that staff will experience more significant impacts of STS or be distressed from one-off encounters with trauma victims. These are typically one to two sessions to support staff to specifically process a one-off event or an intensive accumulation of exposure utilising trauma recovery model concepts (safety/stabilisations, processing, integration). The Supplier should provide ad-hoc access to staff trauma debrief support sessions.
- 3.4. Outside of Inquiry staff support, there may be a requirement for the Supplier to provide **emotional support sessions to Inquiry witnesses outside of hearings on a by exception basis**. This referral will come through the Secretariat Inquiry team. Any sessions would be emotional support sessions for the purpose of stabilisation, containment and

signposting (where appropriate). The supplier should be able to service this need as required.

3.5. The Supplier will be responsible for:

- i. Delivering the pyramid wellbeing model to maximum of 51 staff that need to be supported through this contract, including a **universal offer** of a 24/7 helpline and access to a minimum of six structured counselling support sessions per year. There could also be a maximum of:
 1. 46 monthly **targeted** group-based reflective sessions (based on one group for Secretariat team, one group for legal team, for 23 months, June 2024 – May 2026)
 2. 1,173 **specialist** sessions of debrief (based on estimate of once a month for 51 staff for 23 months)
- ii. Delivering, as needed (and by exception), emotional support sessions for witnesses outside of hearings.
- iii. Allowing some flexibility in the duration of the sessions (noting the expectation of support sessions lasting 50 minutes (a therapy hour)
- iv. Ensuring a confidential and secure service in which any correspondence, reports, personal data etc. are stored securely.
- v. Providing a counselling service with full indemnity cover/insurance.
- vi. Providing a final report summarising how the service was delivered, outlining any barriers or facilitators to effective service delivery. The report should be anonymised.

4. **SKILLS AND EXPERIENCE**

4.1. The Supplier must have the following essential skills and experience:

- Experience providing emotional and counselling support.
- Experience and competence in the assessment and management of risk and safeguarding issues.
- Experience working with trauma presentations including disassociation, and experience working with clients at risk of harm and/or in crisis.
- Some experience of grief would also be helpful.

4.2. It is desirable but not essential for individuals to have a diploma in counselling, at least 100 hours general counselling experience, be registered with either the British Association of Counsellors and Psychotherapists (BACP) or the UK Counsellors Psychotherapists, and abide by the BACP code of ethics.

5. INDICATIVE TIMEFRAMES

- 5.1. The services would be expected to be delivered from 3 June 2024 to 31 May 2026 (12 months), with possibility for 6 months' extension to 31 November 2026.
- 5.2. The requirements set out in this document may be subject to change between now and the Inquiry hearings and therefore flexibility is required from the Supplier. Any changes to the requirements would be flagged to the Supplier with as much notice as possible.

6. DEDICATED LEAD

- 6.1. The Dedicated Leads are Lorna Yates, Secretary to the Inquiry, and Lily Boulter, Support services lead.

7. WORKING ARRANGEMENTS

- 7.1. The Supplier will report to the dedicated leads in the Inquiry team, who will act as the main point of contact for the contract.
- 7.2. Throughout the duration of the contract, the Supplier will provide appropriate written and/or other progress updates to the lead. The frequency and mode of these updates should be agreed during contract formalisation. The supplier will notify the leads without delay if there is a risk to the project timetable.
- 7.3. The Inquiry will inform the supplier without delay if there is any deficiency in the quality of services provided under the contract. The supplier will take steps to ensure any problems are resolved as a matter of urgency.

8. DIRECTING ORGANISATION

- 8.1. The directing organisation is the Thirlwall Inquiry (commissioned and sponsored by DHSC).

9. OTHER REQUIREMENTS

- 9.1. All support is underpinned by a clear safeguarding policy and procedure for escalating safeguarding concerns. The Supplier should have their own safeguarding policy and also apply the Inquiry's safeguarding policy.

- 9.2. Where appropriate, the Supplier will be required to work alongside other organisations providing support, for example at Inquiry hearings where support practitioners from other organisations providing support to Core Participants, witnesses and the public may be present.
- 9.3. The Supplier must have adequate clinical indemnity, professional indemnity, cyber and employers' insurances.

10. SERVICE LEVELS AND PERFORMANCE

- 10.1. The Supplier and the Authority will decide on appropriate levels of contract monitoring and management information following contract award.
- 10.2. The baseline service levels are as follows:
 - 10.2.1. Appoint a dedicated account manager to oversee the work and liaise with/report to the Inquiry leads.
 - 10.2.2. Provide monthly reports and ad hoc updates as required to the contracting authority.
 - 10.2.3. Make the Authority aware of any risks to the project as early as possible, and the actions taken to mitigate these risks.
 - 10.2.4. Utilise appropriate confidentiality and data security measures:
 - 10.2.5. There must be appropriate security safeguards, both physical and computer based, for the storage of data and documents relating to any part of the fieldwork and its participants. These safeguards should be such that participants can be assured that the confidentiality of personal data will not be compromised.
 - 10.2.6. The Supplier should ensure appropriate secure storage of personal data, and have suitable means for its subsequent disposal, throughout the project.

11. PAYMENT, INVOICING AND CONTRACT MANAGMENT

- 11.1. The payment approach is Capped Time and Materials. We would pay per use for services. The Supplier will submit monthly invoices to the Inquiry team in arrears.
- 11.2. The Supplier will issue electronic invoices monthly in arrears.
- 11.3. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
- 11.4. All invoices must include a valid Purchase Order number, Contract reference and a clear, transparent breakdown of the charges.

- 11.5. Invoices will be sent to the Buyer monthly.
- 11.6. Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 11.7. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 11.8. Invoices should be submitted to: secretariat@thirlwallinquiry.co.uk; Thirlwall Inquiry, C/O DHSC, 39 Victoria Street, London SW1H 0EU, UK.
- 11.9. Supplier attendance at quarterly Contract Review meetings (either in-person or virtual) shall be at the Supplier's own expense.

12. BUDGET AND TERM OF THE CONTRACT

- 12.1. The maximum budget available for this contract is £150,000 (inclusive of expenses and exclusive of VAT). This value will cover from contract start date to 31st May 2026. The contract will have an option to extend for a further period or periods of up to 6 months.
- 12.2. The Inquiry would expect to pay a **fixed fee per group session** and a **fixed fee per one-to-one-session**. The Supplier should indicate if an additional fixed monthly fee is required. However, we are looking for a cost-effective solution as part of government's efficiency drive to obtain value for money. We are very interested in innovative, yet cost effective, methods both on and offline that enable us to provide a high quality service.
- 12.3. There is potential for the Inquiry to extend the requirement of the project. Any proposed extension to the project will be agreed with the supplier in line with the contract documentation.

13. DATA

Security

- 13.1. The Supplier shall deliver the service in accordance with the HMG Security Policy Framework:
<https://www.gov.uk/government/publications/security-policy-framework>
- 13.2. The Supplier shall have a Cyber Essentials Scheme Basic Certificate or equivalent within the initial 3 months of the contract. Cyber Essential Scheme requirements can be located at:
<https://www.ncsc.gov.uk/cyberessentials/overview>.

- 13.3. The Supplier shall ensure that participants information and Data is secured in a manner that complies with the Government Security Classification Policy rating of OFFICIAL-SENSITIVE: [Government Security Classifications - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/security-classifications)
- 13.4. The Supplier shall ensure that the Government Security Classification Policy rating is also applied when information and Data is transmitted across all applicable networks and/or in line with the Authority's requirements.
- 13.5. The Supplier shall, where required, have the capability to employ encryption to information / Data which shall be sent across a network or extracted by electronic means. The Supplier shall ensure that the level of encryption complies in full with the Government Security Classification Policy rating of OFFICIAL-SENSITIVE and/or in line with the Authority' requirements.
- 13.6. The Supplier shall ensure that any suspected or actual security breaches are reported to the Customer's representative immediately and depending on the impact of the breach, shall be included in monthly/quarterly performance reporting to the Authority.
- 13.7. The Supplier shall comply with all relevant legislation, organisational and cross Government policy and guidelines in relation to Data and asset security.
- Standards
- 13.8. The Supplier shall provide secure solutions that comply with any restrictions or requirements arising out of Authority's security policies. This shall include, but not be limited to:
- Cyber Essentials Scheme Basic Certificate; or
 - NHS Data Security and Protection Toolkit; or
 - ISO 27001 Information Security Management as agreed.
- 13.9. The Contractor shall not charge a premium to Buyers for any additional standards and/or security compliance applicable to a Call Off contract, unless otherwise agreed in advance by Buyers.