



## **3 Specification – Lot Two**

**Contract Reference**

**T00316HR**

**Contract Title**

**Face to Face Counselling Service**

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# 1 Minimum and Mandatory Requirements

This Specification sets out the Authority's minimum requirements in relation to the provision of Face to Face Counselling Services. It is the Authority's expectation that all Applicants meet these minimum requirements and will demonstrate this in their responses to the Method Statements and Technical Questions within 4 Stage Two Tender Submission.

The Authority has set out a number of Mandatory Requirements within this Specification, these are identified with the inclusion of the wording *(Mandatory Requirement)* against whole sections or individual requirements. Applicants will be required to confirm their compliance with these Mandatory Requirements within their Stage Two Tender Submission.

## 2 Overall Scope and Nature of the Requirement

Torbay Council requires provision of a professional face to face Counselling, in line with the Counselling Code of Practice:

[https://www.bacp.co.uk/ethical\\_framework/](https://www.bacp.co.uk/ethical_framework/)

and the specific requirements outlined in section 3 below.

## 3 Specific Requirements

- 3.1 Initial telephone access to service provision is required 5 days a week between 9.00 am and 6.00 pm, 52 weeks per year.
- 3.2 The Authority is looking for an organisation with a proven approach to providing face to face Counselling Services.
- 3.3 *(Mandatory Requirement)* The Provider must be able to see the client with 3 working days (if the client is able to do so) of the referral being made.
- 3.4 *(Mandatory Requirement)* The Provider must be able to provide immediate support (within the same day) to a client, where this is required under exceptional circumstances.
- 3.5 *(Mandatory Requirement)* The Provider must be able to provide face to face Counselling sessions first and foremost in the locality of Torbay, but also across Devon e.g. Exeter, Plymouth if required.
- 3.6 *(Mandatory Requirement)* The Provider is required to deliver up to 4 Counselling sessions per referral. Any additional sessions required by a client may only be undertaken with the prior approval of the Authority's Contract Manager.
- 3.7 *(Mandatory Requirement)* The Provider must abide by the Equality Act 2010.
- 3.8 *(Mandatory Requirement)* The Provider must hold the minimum of the recognised Counselling qualification e.g. Post Graduate Diploma in Psychotherapy and Counselling or equivalent that allows for one-to-one counselling support to an individual.
- 3.9 *(Mandatory Requirement)* The Provider must provide Counsellors who have generalist Counselling background and experience, as well as specialism's e.g. (but not limited to) post

traumatic stress, bereavement, relationships etc.

- 3.10 *(Mandatory Requirement)* Applicants must be able to evidence experience of undertaking Counselling on a one-to-one basis and must be able to suggest alternative therapies, if short term counselling is not the most appropriate intervention or support mechanism for the individual.
- 3.11 *(Mandatory Requirement)* The Provider must supply their own location to host all Counselling at no extra cost to the Council; therefore this provision should be included in the cost per session price within 5 Pricing Submission.
- 3.12 *(Mandatory Requirement)* All locations provided must be secure and private for all face-to-face/one-to-one individual Counselling sessions.
- 3.13 *(Mandatory Requirement)* The Provider must ensure all data shared between themselves and the Authority is protected using the Council's preferred encryption platform Egress. This is free to download from the Internet.
- 3.14 *(Mandatory Requirement)* The Provider must comply in all respects with the provisions of the Data Protection Act 1998 and will indemnify the Council against all actions, costs, expenses, claims, proceedings and demands which may be made or brought against the Council for breach of statutory duty under the Act which arises from the use, disclosure or transfer of personal data by the successful Applicant, their staff, agents or work people. It is also mandatory that your organisation holds a fully compliant Data Protection Policy and can provide evidence of your policy, to the Authority.
- 3.15 Male and female service provision may be requested at any time.
- 3.16 The Contractor must be able to provide post incident intervention – such as a death of a school teacher, etc; at short notice, to single people or groups.
- 3.17 Any number of Torbay Council employees can request to access the service at any point, however, current monthly invoicing averages from 25-35 sessions per month which would need to be accommodated.

## **4 *(Mandatory Requirement)* Safer Recruitment**

To ensure the Service creates a safer recruitment culture for clients and staff, the following are mandatory requirements:

- 4.1 At least one Counsellor must have undertaken Safer Recruitment Training.
- 4.2 The successful Applicant must have effective procedures in place, which are regularly updated and communicated to your organisation's staff.
- 4.3 The successful Applicant must set a code for acceptable standards of behaviour for all staff and ensure this is effectively communicated to your organisation's staff.
- 4.4 The successful Applicant must take seriously all concerns that are raised.
- 4.5 The successful Applicant must, on an ongoing basis, increase awareness and commitment to safeguarding across its organisation.
- 4.6 It is a mandatory requirement that the successful Applicant will provide management

information on a quarterly basis.

- 4.7 It is a mandatory requirement that the successful Applicant will provide up to four (4) Counselling sessions per referral. Any over and above should be authorised by Torbay Council's Contract Manager.

## 5 Contract and Performance Review Requirements

- 5.1 Effective account management is imperative for the management of the Contract therefore review meetings should be quarterly.
- 5.2 The Provider is expected to provide performance management information/data that evidences performance in line with key performance indicators and service level agreements (examples of which can be found at section 6 Management Information and established following Contract Award.

## 6 *(Mandatory Requirement)* Management Information

- 6.1 Applicants should, by way of on-going Contract performance be prepared to produce management information on a quarterly basis. The exact format and duration will be agreed between the Contractor and Authority Authorised Representative. The Contractor should be able to produce the agreed management information in an electronic format such as Microsoft Excel or any other such format as specified by the Authority. This will be at no cost to the Authority.
- 6.2 Applicants shall be able to produce management information for the following, but not limited to:-
- Referral response times
  - Referral reasons
  - Number of referrals by Directorates
  - Number of sessions per case
  - Invoice submittal – required monthly on day 28 of each month
  - Invoice payment in line with Torbay Council's terms – 30 days
  - Amount of individuals referred on to another agency

## 7 Invoicing

- 7.1 The Authority's settlement terms are 30 days from receipt of the goods and services or the invoice whichever is the later.

## 8 Compliments and Complaints

- 8.1 The contractor shall have a written compliments and complaints procedure, made available to service users. Provision of information regarding the procedure should take account of any

disabilities or communication difficulties service users may have. The contractor's procedure shall make clear that service users may alternatively use their own Customer Department's procedures. The contractor will show evidence of promoting a climate of welcoming service users' comments and involvement.

- 8.2 Any complaints of a serious nature from service users should be communicated to the customer's Authorised Officer within 7 working days of receipt, together with details of the action taken / to be taken by the contractor in response to the complaint.
- 8.3 The number and nature of compliments and/or complaints received should be recorded on a database by the contractor and emailed to the customer on a monthly basis for discussion, via a secure method.

## **9 Management of Risk**

The Provider will identify business and commercial risks associated with service delivery and ensure appropriate mechanisms are in place to reduce/mitigate risk (e.g. business continuity plan, disaster recovery).

## **10 Further Services Offered**

The Applicant will be expected to suggest as part of their response to the questions in Volume 4 Tender Submission, any additional products or Services that they may be able to offer as part of this Contract or any other added value that their offer might be able to bring to the Authority. Applicants are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

## **11 Availability of the Contract**

The provision will only be available to current employees, or those employees who are wishing to access deferred local government pension, unless specific agreement is reached with the Provider for groups of employees who transfer out of the organisation under TUPE. This may be an interim or permanent arrangement.

The Contract may also be used in the future by the Torbay Development Agency and any current or future arms-length companies wholly owned by Torbay Council and by any third party organisations including schools and academies who currently use the services of Torbay Council's Human Resources Team, or are likely to in the future through service level agreement.

## **12 Scope and Nature of Possible Modifications or Options**

The Authority is willing to consider future possible Modifications or Options, based on the following:

- a. the emergence of new and evolving relevant technologies which could improve the Services;

- b. new or potential improvements to the Services;
- c. changes in ways of working that would enable the Services to be delivered at lower costs and/or at greater benefits to the Authority.
- d. an increase or decrease in staffing numbers, including the addition or reduction of schools, academies and other third parties using the Contract; or
- e. factors that could not be reasonably foreseen by the Authority at the time of tender issue.