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**SPECIFICATION**

**FOR**

**OADBY & WIGSTON ADVICE SERVICE**

1 Introduction

This contract is for the provision of advice to the residents of Oadby, Wigston and South Wigston; the service is to be known as the “Oadby & Wigston Advice Service”. The aim of this service is to help improve the lives of the public and community within the Borough through the support of external Partners.

The Council wishes to help and support its residents to lead independent and successful lives. However, as people can be impacted in various ways, the Council would like to help alleviate these issues through the successful delivery of a multi- channel advisory service for a broad range of matters.

The main requirements of the contract are:-

* A free at the point of delivery, confidential, impartial and independent advice service.
* The advice is expected to be very broad ranging but the service is likely to significantly impactful on an individual’s personal circumstances.
* The areas that will be prioritised, but not be limited to, all national and local welfare benefits, money management, debt management, employment, and consumer relations.

2 Background

# The “Past” Service

Over the past few years the Council has worked with an organisation who have offered the Oadby & Wigston Advice Service.

# The “Future” Service

Looking towards the next contract, the Council would like applications to be from individual organisations and are not looking for joint applications.

The Council feels a single organisation with overall responsibility for the Oadby and Wigston Advice Service will offer a good and cost effective service to its residents.

The provider to work alongside the Money Adviser network to ensure a robust approach to supporting the residents of Oadby & Wigston.

3 Term

This contract is for two years, with the option to extend for a further year – this will be reviewed at the 18 month stage of the contract and formally agreed by both organisations to continue with the additional year.

The commencement date for the contract will be 1st June 2024.

1. Statement of Requirements

The Council wishes to maximise the channels through which it can support its residents; as well as having its own community engagement teams and activity, it recognises that residents sometimes would like independent advice and this service is the principle means in achieving that objective.

The service that the Council wishes to receive is a free at the point of delivery, confidential, impartial and independent advice service that supports local residents to deal with a wide range of issues; including benefits, money advice, employment, consumer relationships, to name but a few. The nature of the assistance provided will depend on a client’s needs and ranges from the provision of information to negotiating on behalf of clients.

The provision of this service requires that advisers are available for customers by common access channels. Offices must be available in Wigston, South Wigston and Oadby with local outreach services where there is demand.

From the commencement of the contract it is expected that the following services will be available:

* + - Telephone (at local rate)
		- Email Address
		- Website
		- Face to face, where applicable

It is expected that the Oadby & Wigston Advice Service will support 2,000 individual clients per year covering around 4,000 issues including but not limited to:

* + - Welfare Benefits
		- Employment
		- Debt
		- Legal advice

The Council expects that a confidential service is provided and that all matters raised by individual clients are kept confidential.

The requirements under the UK General Data Protection Regulations must be adhered to at all times.

The following are some initial outcomes, however, the Council reserves the right to amend and add to these, in agreement with the successful organisation:

* Improved outreach to those in the Borough who are in need of advice and support
* Increased levels of welfare benefit income for the Borough
* Improved provision of those unable to attend a surgery

All publicity relating to this contract will be agreed with the Council prior to publication. In addition, where the provider is undertaking such promotional activity or general publicity, reference must be made to this successful partnership with the Council.

The successful provider will agree with the Council the appropriate use of the Council’s logo in any published materials (including but not limited to, any internet pages, advertising materials, letters and guidance documents).

The successful provider will only be able to use the logos of the Council for the purpose of promoting the ‘Advice Service’ and will not have authority for its use for any other purpose unless agreed by the Council in advance.

The Council will be able to use the successful organisation’s logo on its publicity material when advertising the partnership working for this contract. The council will not use the logo for any other purpose unless agreed prior to its use.

6 Quality Requirements

The service provider will operate the core service to the requirements of the Community Legal Service Quality Mark at General Help level. This quality scheme for advice services is set nationally by the Legal Services Commission and audits are carried out annually. The seven key quality areas covered are:

* + Access to service
	+ Seamless service (includes referral to other agencies)
	+ Running the organisation
	+ People management
	+ Running the service
	+ Meeting clients' needs
	+ Commitment to quality (includes complaints, user feedback)

The service provider will need to demonstrate how it can give assurance that effective standards are met. The quality areas covered are:

* + Quality of advice
	+ Quality of social policy work
	+ Governance
	+ Operational management
	+ Financial management
	+ Planning and managing resources
	+ Volunteers and paid staff
	+ Training and people development
	+ Networking and partnership
	+ Complaints and suggestions
	+ Client-centred service
	+ Case management

7 UK General Data Protection Regulations

The UK General Data Protection Regulation applies and in submitting a tender, contractors acknowledge that changes to the contract terms and conditions and operation of the contract may be required to comply with the regulation and evolving “best practice” over time. A procurement privacy notice can be found as an attachment at [Privacy Notice - Procurement](https://www.oadby-wigston.gov.uk/files/documents/procurement_privacy_notice/Privacy%20Notice%20-%20Procurement.pdf).

8 Training

All staff, both paid and voluntary, are required to undergo relevant training in order to achieve a competence level to a standard acceptable to the Council.

9 Implementation Criteria

The Transition will take place in June, with a live Implementation from latest July 1st 2024. There will be a quarterly reporting of outcomes.

10 Monitoring Arrangements

For monitoring purposes, the completion of an official evaluation form will be required at quarterly periods during the life of the contract; detailing the key performance criteria to ensure delivery success. This is to be submitted to the Council within 10 days of the quarter end.

Performance monitoring meetings will be held quarterly between the service provider and the Council and attendance will be required from both parties.

The Performance Monitoring Information will be reported to the Councils Service Delivery Committee for information and review. The service provider’s Contract Officer will be available to attend the Service Delivery Committee if so requested.

Should the activity not be delivered, due to unforeseen circumstances or circumstances that the Council considers are the sole fault of the provider, all funding received will be returned to the Council.

The Oadby & Wigston Advice Service will operate a complaints procedure which should be agreed with the Council.

The Oadby & Wigston Advice Service will undertake an annual client satisfaction survey.

11 Communications

For matters regarding communications with Council Members, MPs and other stakeholders (including the public at large), the Council should be the first point of contact. However, the Council requires the Provider to be responsible for day-to-day external communications other than those matters inappropriate for the Provider to address.

12 Modern Slavery, Child Labour and Inhumane Treatment

Tackling modern slavery requires Providers to be aware of the risk areas where modern slavery is most likely to occur and to have a plan to address those risks.

Potential Providers:

* shall adopt a whistle-blowing policy which enables staff to blow the whistle on any suspected examples of modern slavery.
* shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
* shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
* warrant and represent that it has not been convicted of any slavery or human tracking offenses anywhere around the world;
* warrant that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human tracking offenses anywhere around the world;
* shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human tracking offenses anywhere around the world;
* shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its subcontractors anti-slavery and human trafficking provisions;
* shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
* shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
* shall not use or allow child or slave labour to be used by its Subcontractors;
* shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Council and the [Modern Slavery Helpline](https://www.modernslaveryhelpline.org/).

13 Exit Strategy / Handover at End of Contract

* 1 Month handover will be required to allow any future potential provider to shadow and understood the service provided under this contract.
* The provider will not hold data of the Council’s therefore no data transfer will be required at the exit point.
* During the twelve (12) months prior to the Expiry Date or after the Council has given notice to terminate this Contract and within twenty one (21) Calendar Days of being so requested to do so, the Service Provider shall fully and accurately disclose to the Council any and all information in relation to all persons engaged in providing the Service including:
	+ a list in electronic format of each employee employed by the Service Provider in the provision of the Service including each employee's start date;
	+ a list of agency workers, agents and independent service providers engaged by the Service Provider in the provision of the Service; and
	+ the terms and conditions of employment of each Transferring Employee; their age and identity; the information that must be included in the employee's written statement of employment particulars under s.1 of the Employment Rights Act 1996; information on any disciplinary procedure taken in relation to the employee or grievance procedure taken by the employee within the previous two (2) years in relation to which the ACAS code of practice on disciplinary and grievance procedures applies; information on any Court or tribunal claim brought by the employee against the transferor within the previous two (2) years and any potential claim against the transferee arising out of the employee's employment with the transferor; information about any collective agreements that will have effect after the transfer in relation to the Transferring Employee.
* The Provider shall advise the Council immediately of any changes to the Workforce Information between the date on which it is provided and the expiry of this Contract and shall ensure that the information disclosed is accurate and up to date and that all known existing liabilities relating to the Employees have been discharged.
* The Provider shall co-operate fully with the Council during the handover arising from the completion or earlier termination of this Contract. This co-operation, during the setting up of operations period of the new Provider, shall extend to consultation with the Employees allowing full access to, and providing copies of all documents, reports, summaries and other information necessary in order to achieve an effective transition without disruption to the routine operational requirements.
* The Provider will not have access to Council buildings or secure IT Infrastructure therefore at the Exit stage there will be no return of items or security features.