




# Executive Decision Report

<b>Decision maker(s) at each authority and date of Cabinet meeting, Cabinet Member meeting or (in the case of individual Cabinet Member decisions) the earliest date the decision will be taken</b>	<p>Full Cabinet</p> <p>Date of decision: 27 April 2015</p>	
	<p>Councillor Joanna Gardner, Cabinet Member for Community Safety, IT and Corporate Services</p> <p>Councillor Elizabeth Campbell, Cabinet Member for Children's Services</p> <p>Date of decision: not before 5 May 2015</p> <p>Forward Plan reference: KD04489/15/C/AB</p>	 <p>THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA</p>
	<p>Councillor Nicola Aiken, Cabinet Member for Public Protection and Licensing</p> <p>Councillor Danny Chalkley, Cabinet Member for Children and Young People</p> <p>Date of meeting or formal issue: not before 5 May 2015</p>	 <p>City of Westminster</p>
<b>Report title (decision subject)</b>	<b>SHARED SERVICES VIOLENCE AGAINST WOMEN AND GIRLS CONTRACT AWARD</b>	
<b>Reporting officer</b>	<p>RBKC: Director of Strategy and Local Services</p> <p>LBHF: Executive Director for Environment, Leisure and Residents Services</p> <p>WCC: Strategic Director, City Management</p> <p>Shared Borough Director for Commissioning (Children's Services)</p>	
<b>Key decision</b>	<p>Yes</p>	
<b>Access to information classification</b>	<p><b>Open report (part A) with exempt (part B) appendix</b></p> <p>Information relating to the financial or business affairs of any particular person (including the authority holding that information).</p>	

	<p>A separate report on the exempt Cabinet agenda provides exempt information regarding the costs apportioned to each borough and the implementation plan.</p>
--	--

## 1. EXECUTIVE SUMMARY

- 1.1. This report describes the outcome of the procurement undertaken to give effect to the commissioning strategy approved in January 2015 to procure shared Violence Against Women and Girls (VAWG) Services.
  - 1.2. The services were commissioned in two lots: Co-ordination Services and a VAWG Integrated Support Service (ISS). The invitation to tender was issued on 27 January 2015 with a deadline for return on 23 February 2015.
  - 1.3. One tender was submitted for Lot 1 and two tenders were submitted for Lot 2. Council Officer's have evaluated the three tenders against the set award criteria described in paragraphs 5.12 and 5.14 of this report.
  - 1.4. This report seeks Cabinet Member approval to award the contract for Coordination Services to Provider A for the sum of £288,750 for the period 1 July 2015 to 31 March 2017 (21 months) with the option to extend the contract period by up to three years.
- The coordination service will include:
    - Coordination of three separate Multi Agency Risk Assessment Conferences (MARAC). The role of the MARAC is to facilitate, monitor and evaluate effective information sharing between statutory and voluntary agencies to enable appropriate actions to be taken to increase the safety of high risk victims of domestic abuse and their children as well as to assess the risk that the perpetrator poses.
    - Coordination of the Shared VAWG Risk and Review Operational Group; and
    - Coordination of the three councils' criminal justice response which includes coordination of the domestic abuse response within the Westminster and West London Magistrates Courts and coordination of the Shared Criminal Justice Operational Group.
  - The costs for Coordination services are based on a fixed price divided equally between the three boroughs.
  - The costs to LBHF are £96,250 (£41,250 in year 1 and £55,000 in year 2). The costs are calculated based on current spend on the MARAC and Criminal Justice Coordination which is currently £70,600 per annum. A reduction of £15,600 per annum has been made from streamlining the contracts. The savings are re-invested in the VAWG ISS.
  - The costs to RBKC are £96,250 (£41,250 in year 1 and £55,000 in year 2). The costs are calculated based on current spend on the MARAC with an uplift of £14,423 to incorporate criminal justice coordination.
  - The costs to WCC are £96,250 (£41,250 in year 1 and £55,000 in year 2). The costs are calculated based on current spend on the MARAC, Criminal Justice and Coordination

of Domestic Abuse Surgeries which currently costs £92,000 per annum. A reduction of £37,000 has been made per annum from streamlining the contracts. The savings are re-invested in the VAWG ISS.

- 1.5.** This report seeks Cabinet Member approval to award the contract for the VAWG ISS Services to Provider B for the sum of £1,317,064 for the period 1 July 2015 to 31 March 2017 (21 months) with the option to extend the contract period by up to three years.
- This new service will expand the Council's current domestic abuse provision to deliver a coordinated specialist support service to victims of VAWG. The core service includes a range of services to support adults and young people, children and families who are victims or affected by gender based violence including but not limited to:
    - Women experiencing domestic abuse and sexual violence and assault;
    - Women experiencing stalking and harassment;
    - Women who have been subjected to or at risk of harmful practices including female genital mutilation (FGM), forced marriage (FM), and honour based violence (HBV);
    - Young women and girls aged 13-21 who are experiencing or are at risk of a range of issues including domestic abuse, sexual exploitation, gang related abuse and harmful practices;
    - Women with children aged 0-5 and also those with older children;
    - Women experiencing intersectional violence (multiple forms of VAWG).

This core service will be delivered in each of the three boroughs. MOPAC funding is contingent on the services being procured across the three boroughs.

- The costs to LBHF are £443,455 (£190,052 in year 1 and £253,403 in year 2). The costs are calculated based on current spend on domestic abuse service provision in the LBHF, savings from a streamlined coordination contract as well as Mayor's Office for Policing and Crime (MOPAC) grant funding of £148,750. The addition of MOPAC funding will contribute to the expansion from domestic abuse to wider VAWG provision ensuring that victims can access services across a range of VAWG specialisms to meet their needs.
- Historically LBHF has only funded domestic abuse provision and ADVANCE has provided the local Independent Domestic Violence Advocacy (IDVA) Service. Under the new contract, LBHF support services will continue to deliver domestic abuse provision but the expansion into broader VAWG casework will provide a better service offer for residents. Victims will have access to specially tailored services for young women and girls at risk or affected by a range of issues including but not limited to domestic abuse, harmful practices, gang related abuse and child sexual exploitation. Specialist BME services will provide support to victims and communities around harmful practices as well as family support. The service will provide support for Lesbian Bi-sexual and Transgender (LBT) victims as well as support for women affected by sexual violence or intersectional violence.

- In addition to the core service provision of the VAWG ISS, LBHF is funding additional capacity around housing floating support to ensure that victims of VAWG can be supported to maintain their tenancies. This will ensure a joined up approach to service delivery. These service users will have access to the full range of services as part of the VAWG ISS to address their needs and risks and ensure they receive a seamless and coordinated service at the earliest opportunity.
  - The costs to WCC are £603,874 (£258,803 in year 1 and £345,071 in year 2). The costs are calculated based on current spend on domestic abuse service provision including MOPAC funding of £393,750 and savings from a streamlined coordination contract.
  - In addition to the core service provision of the VAWG ISS, WCC is funding additional capacity of three full time Family Workers based in children's centres as part of the VAWG ISS contract. This will ensure a joined up approach to service delivery and that victims have access to the full range of services as part of the VAWG ISS to address their needs and risks and ensure they receive a seamless and coordinated service at the earliest opportunity.
  - The costs to RBKC are £269,735 (£115,601 in year 1 and £154,134 in year 2). The costs are calculated based on current spend on domestic abuse service provision and are made up of MOPAC grant funding of £220,810 plus additional mainstream council funding to support the expansion into VAWG. The core VAWG ISS service will provide a range of specialist services RBKC residents can access across a spectrum of risks and need. RBKC is not investing in any additional services, unlike LBHF and WCC.
- 1.6** The volume of referrals and throughput will be monitored as part of the monitoring process described under item 5.21 of this report to ensure the correct apportionment of costs.
- 1.7** One contract to which all three Councils will be party to will be entered into with Providers A and B. Under the Terms & Conditions for Services each Council has the right to terminate the agreement under the conditions set out in sections 30 & 31.

Aside from the rights to terminate in the case of performance defaults, section 31.4 states:

“Each Responsible Authority shall be entitled in its absolute discretion to terminate its contractual relationship with the Contractor under this Contract in whole or in part by giving to the Contractor not less than [six (6)] months’ notice in writing. No such notice may be served before the expiry of six (6) months following the Commencement Date”.

- 1.8** Each Council will appoint an Authorised Officer to oversee service delivery in their borough. Performance and financial monitoring information will be disaggregated to borough level and a VAWG Shared Services Contract Management Group comprising membership of the Authorised Officers will be established and meet regularly. Each

Council will have the opportunity to raise issues directly with the Providers to address any concerns about service delivery to ensure sovereignty rights are maintained. The relationship between the three authorities will be governed by a separate Inter Authority Agreement.

- 1.9** Whilst the services under this procurement exercise are to deal specifically with VAWG, it should be noted that violence against men and boys forms part of the VAWG Shared Services Strategy.

## **2. RECOMMENDATIONS**

### **2.1 For the London Borough of Hammersmith and Fulham**

- That the Cabinet award a contract for Co-ordination Services to Provider A for the sum of £288,750 for the period 1 July 2015 to 31 March 2017 (21 months) with the option to extend the contract period by up to three years. The costs apportioned to each borough are outlined in Appendix 1 (contained in the exempt report).
- That the Cabinet award a contract for VAWG Integrated Support Services to Provider B for the sum of £1,317,064 for the period 1 July 2015 to 31 March 2017 (21 months) with the option to extend the contract period by up to three years. The costs apportioned to each borough are outlined in Appendix 1 (contained in the exempt report).
- That the decision to extend or vary the contracts beyond the initial contract term is delegated to the Deputy Leader, Cabinet Member for Social Inclusion and Cabinet Member for Children and Education.
- That Cabinet Members agree to enter into an Inter Authority Agreement with the other boroughs on mutually agreed terms in line with similar agreements in place for other services.
- To note that should the recommendations to award the contracts be accepted the Council has the right to terminate the agreement under the conditions set out in sections 30 & 31 of the Terms & Conditions for Services.

### **2.2 For the Royal Borough of Kensington and Chelsea**

- That the Cabinet Member for Community Safety, IT and Corporate Services and Cabinet Member for Children's Services award a contract for Co-ordination Services to Provider A for the sum of £288,750 for the period 1 July 2015 to 31 March 2017 (21 months) with the option to extend the contract period by up to three years. The costs apportioned to each borough are outlined in Appendix 1 (contained in the exempt report).
- That the Cabinet Member for Community Safety, IT and Corporate Services and Cabinet Member for Children's Services award a contract for VAWG Integrated Support Services

to Provider B for the sum of £1,317,064 for the period 1 July 2015 to 31 March 2017 (21 months) with the option to extend the contract period by up to three years. The costs apportioned to each borough are outlined in Appendix 1 (contained in the exempt report).

- To note that should the recommendations to award the contracts be accepted the Council has the right to terminate the agreement under the conditions set out in sections 30 & 31 of the Terms & Conditions for Services.
- That Cabinet Members agree to enter into an Inter Authority Agreement with the other boroughs on mutually agreed terms in line with similar agreements in place for other services.

### **2.3 For Westminster City Council**

- That the Cabinet Member for Public Protection and Licensing and, Children and Young People award a contract for Co-ordination Services to Provider A for the sum of £288,750 for the period 1 July 2015 to 31 March 2017 (21 months) with the option to extend the contract period by up to three years. The costs apportioned to each borough are outlined in Appendix 1 (contained in the exempt report).
- That the Cabinet Member for Public Protection and Licensing and, Children and Young People award a contract for VAWG Integrated Support Services to Provider B for the sum of £1,317,064 for the period 1 July 2015 to 31 March 2017 (21 months) with the option to extend the contract period by up to three years. The costs apportioned to each borough are outlined in Appendix 1(contained in the exempt report).
- To note that should the recommendations to award the contracts be accepted the Council has the right to terminate the agreement under the conditions set out in sections 30 & 31 of the Terms & Conditions for Services.
- That Cabinet Members agree to enter into an Inter Authority Agreement with the other boroughs on mutually agreed terms in line with similar agreements in place for other services.

## **3. REASONS FOR DECISION**

- 3.1** Specialist services are required to meet the needs of residents who are victims of VAWG. While the provision of these services is not a statutory requirement for local authorities there is strong evidence that these services reduce risk, increase safety and save lives as well as improve the quality of life of victims, survivors and their families.
- 3.2** A decision is required in order that the contracts for the two shared VAWG services can be awarded to allow for transition and handover in May and the commencement of both contracts on 1 July 2015.

- 3.3 These services will enable our strategic framework to transition from domestic abuse to VAWG and will provide a broader service offer for our residents. The new contracting arrangements for Lot 1 will provide efficiencies and savings that will be re-invested into the VAWG ISS.
- 3.4 The VAWG ISS, which aligns a system across low, standard and high risk domestic abuse as well as integrated support for other forms of VAWG and intersectional violence, will ensure that victims receive an appropriate level of support and intervention at the earliest opportunity in a seamless way in correspondence to their needs and the risk to them.
- 3.5 The VAWG ISS integrates a supportive response to women with children and allows them to access the wider VAWG service system with specialist support and interventions.
- 3.6 The VAWG ISS also includes a new service targeted at women and girls aged 13 to 21 which will provide them with direct services as victims as well as provide education and training in schools and youth settings to reduce their risk of violence, abuse and child sexual exploitation.
- 3.7 This broader approach means that a wider range of harms and an increased number of victims will be identified and supported more effectively through this new way of working.
- 3.8 The services included in this procurement exercise will form a fundamental part of the delivery of the Shared Services VAWG Strategy and the coordinated community response to VAWG in each of the three boroughs.

## 4. BACKGROUND

### 4.1. Rationale

- 4.2. The proposal to develop a single VAWG service framework across the three boroughs has secured additional funding of £448,000 per annum from the Mayor's Office for Policing and Crime (MOPAC) London Crime Prevention Fund from April 2013 to March 2017 (subject to annual agreement). The procurement of VAWG shared services complies with the grant agreement signed between MOPAC and the Councils for continued funding.
- 4.3. The Councils have adopted the United Nations (UN) definition of VAWG <sup>1</sup> which defines it as: *"any act of gender-based violence that is directed at a woman because she is a woman, or acts of violence which are suffered disproportionately by women"*. The majority of gender based violence is perpetrated by men on women and girls.

---

<sup>1</sup> Violence against women and girls brings together 10 strands of policy under the one umbrella term. These are: 1.Domestic violence and abuse, 2.Sexual violence including rape, 3.Stalking, 4.Sexual Harassment, 5.Prostitution and trafficking, 6.Female genital mutilation (FGM), 7.Forced marriage, 8."Honour" based violence, 9.Sexual exploitation and 10.Faith based abuse



- 4.4.** Tackling VAWG is a strategic priority for all three Councils who have developed a Shared Services VAWG Strategy. The Councils have re-aligned three sovereign governance structures into a shared governance and strategic planning structure to provide necessary assurance for these new arrangements.
- 4.5. Current Contracts**
- 4.6.** The services commissioned under Lot 1 (Co-ordination) are currently provided under five separate contracts across the three Councils by Standing Together Against Domestic Violence (STADV). These contracts were extended from 1 April 2015 and will end coterminously with the commencement of the Coordination Service.
- 4.7.** Lot 2, VAWG Integrated Support Service (ISS); is a new service. There are currently seven separate contracts across the three boroughs to deliver domestic abuse services provided by ADVANCE, Victim Support, Action for Children, Shepherds Bush Housing Association, Al-Hasaniya and African Women's Care. These contracts were extended from 1 April 2015 and will end coterminously with the commencement of the VAWG ISS.
- 4.8. Consultation**
- 4.9** In partnership with the Councils, the Imkaan Women's Aid Partnership facilitated six stakeholder capacity building/consultation events between August and September 2014 to inform the service specification for the VAWG ISS. These included a VAWG services consultation event with third-sector providers and commissioners; two third-sector feedback and capacity building events without commissioners and three service user consultations including one for BME survivors. The consultation established a series of recommendations for the procurement process generally, more specifically for the VAWG ISS and the development of the Joint VAWG Strategy. These recommendations have informed the specifications of the two lots.

## **5. PROPOSAL AND ISSUES**

### **5.1. Procurement route**

- 5.2.** On 18 December 2014, the Contracts Approval Board approved the Procurement Strategy for the services to be commissioned.
- 5.3.** The chair of the Children's Services Contracts and Commissioning Board approved the Procurement Strategy and the service specification in January 2015.
- 5.4.** A Shared VAWG Service Procurement Group, with appropriate representation from each borough including: the three Heads of Community Safety, Shared Borough Early Years Commissioner, Shared Borough VAWG Development Manager, Community Safety Finance and Commissioning Manager (RBKC), Commissioning and Performance Officer (LBHF), Community Safety Officer (LBHF) and Procurement and

Commercial Manager was established in June 2014 and has overseen the development of the service specifications and evaluation criteria.

- 5.5. The Shared VAWG Service Procurement Group oversaw the procurement process and was responsible for the development of all tender documentation and managing each stage of the tender process.
- 5.6. Shared Borough Legal Services and Westminster’s appointed external solicitors Sharpe Pritchard have prepared the contract documents.
- 5.7. As this procurement was commenced before 26 February 2015, the services to be provided fall under Part B of Schedule 3 of the Public Contract Regulations 2006 (as amended). Part B services are subject to the Regulations only to a limited extent but procurements for them must observe the Treaty Principles of equal treatment and transparency. Contracting authorities must consider the likelihood of both cross-border interest and domestic interest in order to determine appropriate advertising of the contract. There being no evidence to suggest cross border interest, given the nature and place of delivery of the services, advertising was confined to the UK.
- 5.8. The tender process was an open procedure with no pre qualifying questionnaire (PQQ). The Invitation to Tender was published, advertised and executed on capitalEsourcing. The services were divided into two lots and pre-market engagement demonstrated that this was logically and operationally the best option to secure economies of scale and quality for the coordinated services. 15 Organisations overall expressed an interest in Lots 1 and 2.
- 5.9. **Supplier selection and award proposal**
- 5.10. **Tender evaluation - For Lot 1 (Coordination Services)**
- 5.11. One tender was submitted. In view of the highly specialised nature of the services, this was not unexpected. The Councils undertook extensive pre-market engagement and consultation with providers, despite this there was one submission. The majority of MARACs in London are coordinated by councils in-house and there are very few organisations in the capital with the knowledge and expertise to coordinate both the MARAC and Criminal Justice function.
- 5.12. The first stage of the evaluation process was to check that all tenders complied with the “Instructions to Tenderers” and that no bidders were subject to any of the grounds for mandatory or discretionary exclusion under the Public Contract Regulations in force at the time. The tenderer and their tender satisfied all the first stage criteria and went forward to be evaluated by the team in accordance with the following scheme:

Tender evaluation panel for Lot 1 were:	Commissioning and Performance Officer (LBHF), Community Safety Officer (LBHF), Housing Needs Commissioner (WCC) Senior Community Safety Officer (RBKC).
The scoring system was: A zero to five marking scheme was used to evaluate the following technical questions against a 60% weighting for technical quality and a 40% weighting for price:	

1. Describe in detail how you will deliver Co-ordination Services for the Councils in line with the service specification requirements;
2. Describe in detail the service model including all posts that you propose to put in place to deliver the outcomes and key deliverables of the Coordination Service;
3. Describe how you will work with the commissioning boroughs and all other agencies to ensure that the overall service objectives are met;
4. Describe how you will ensure that service users are supported through the criminal justice service and what steps you will take to ensure that service users remain engaged throughout the court process;
5. Describe how you will ensure that the needs of all high risk victims of domestic violence will be met through work with referral agencies and other partners;
6. Describe what performance measures you will use to assess the quality of the criminal justice service and the MARAC;
7. Describe the measures you will take to increase referrals to MARAC of male, LGBT and victims with disabilities and other protected characteristics.
8. Outline the measures you will take to ensure that core agencies remain engaged with MARAC and how you will resolve issues with attendance and reporting/updating on high risk cases.
9. Outline your proposed service implementation plan and timetable from the date of the award of the contract to the end of the first 6 months of the contract term.

Provider	Qualification Stage	Technical Stage	Commercial Stage	Overall Score	Ranking
A	Pass	46.2	40	86.2	1

### 5.13 Tender evaluation - For Lot 2 (VAWG Integrated Support Service)

**5.14** Two tenders were submitted. Tenderers and their tenders were subjected to the same first stage evaluation described above under Lot 1. Both offers satisfied all the first stage criteria and went forward to be evaluated by the team according to the following scheme:

<b>Tender evaluation panel for Lot 2 were:</b>	<b>Community Safety Manager (LBHF), Shared Borough Early Years Commissioner, Shared Borough VAWG Development Manager, Community Safety Finance and Commissioning Manager (RBKC)</b>
<p><b>A Zero to five marking scheme was used to evaluate the following technical questions against a 70% weighting for technical quality and a 30% weighting for price:</b></p> <ol style="list-style-type: none"> <li>1. Describe in detail how you will deliver the VAWG ISS model for the Councils in line with the service specification requirements;</li> <li>2. Describe how you will effectively place risk and needs at the core of care planning processes in supporting women and girls who have experienced violence and abuse, and/or have multiple and complex needs</li> <li>3. Describe how you will work in partnership with existing providers to ensure that service users have a choice of provider and are able to access the most relevant quality service to meet their holistic needs and to increase their safety.</li> <li>4. Describe how you will engage with service users and increase accessibility to the service for hard to reach groups</li> <li>5. Detail your proposals for ensuring broad access to services through co-location at various community and mainstream settings including women only space.</li> </ol>	

6. Describe in detail the service model including all posts that you propose to put in place to deliver the outcomes and key deliverables of the VAWG ISS. 7. Outline your proposal for delivering a service to young women and girls between the ages of 13-21. 8. Outline your proposal for ensuring the needs of women with children in Westminster Children’s Centres as part of the Early Help approach to supporting families at the earliest stage will be embedded in the VAWG ISS 9. Describe how you will ensure that the workforce is skilled, competent and qualified to deliver high quality service and the processes for ensuring on-going service development and improvement. 10. Outline your proposed service implementation plan and timetable from the date of the award of the contract to the end of the first 6 months of the contract term.					
Provider	Qualification Stage	Technical Stage	Commercial Stage	Overall Score	Ranking
B	Pass	60.3	29.9	90.2	1
C	Pass	32.9	30	62.9	2

**5.15** As detailed at Gate 1, there are no staffing implications for any of the authorities because none of the staff involved are council employees.

**5.16** Providers A and B passed the financial and credit checks.

**5.17 Gate 2 OJEU requirements**

Regulation 31 of the Public Contract Regulations 2006 (as amended) requires the submission of a Contract Award Notice for Part B procurements to the EU Publications Office. The notice must state whether or not the contracting authority agrees to its publication. The Contract Award Notice will be drafted and sent as required.

There is no legal obligation to observe a standstill period under Regulation 32A for Part B services. However, the voluntary observation of a standstill period is considered best practice as it allows any queries from disappointed tenderers to be satisfactorily answered before the contract is entered into.

**5.18 Gate 2 Implementation Plan and Contract Management**

**5.19 Implementation plan**

**5.20** The table attached in Appendix 2 (contained in the exempt report) outlines the major phases of work that will be undertaken by the commissioners to achieve the contract start date. This includes:

- Finalising the contract
- Confirming implementation plans with the provider and TUPE arrangements

- Finalising governance and performance monitoring arrangements
- Arranging handover meetings with key partners and incumbent Providers
- Ensuring that the provider's case management system is up and running and that data is transferred to the new provider
- Overseeing the provider's implementation plans to ensure their service is up and running on 1 July.

## **5.21 Supplier Relationship Management and Monitoring**

- 5.22** One contract to which all three Councils will be party to will be entered into with each of the providers. The terms and conditions of both contracts protect the rights of each borough individually.

Each Council will appoint an Authorised Officer to oversee service delivery in their borough. This will include an Authorised Officer from Shared Children's Services. Performance and Financial monitoring information will be disaggregated to borough level and a VAWG Shared Services Contract Management Group comprising membership of the Authorised Officers will be established and meet regularly. The group will review performance and financial information and any other service issues which may arise. Authorised Officers will have the opportunity to raise issues directly with the Providers and also report progress to their respective boroughs. The relationship between the three authorities will be governed by a separate Inter Authority Agreement.

- 5.23** RBKC Officers will be responsible for collating quarterly monitoring reports to MOPAC on behalf of the VAWG Shared Services Contract Management Group in accordance with the MOPAC grant agreement with the three Council's.
- 5.24** The VAWG Shared Services Contract Management Group will report directly to the Shared Community Safety Commissioning Group, respective Cabinet Members, the VAWG Shared Strategic Board and respective Community Safety Partnerships.
- 5.25** For the first six months of the contract, monthly meetings will be held between the VAWG Shared Services Contract Management Group and the Provider(s) to monitor performance and finances.

## **6. OPTIONS AND ANALYSIS**

- 6.1.** Cabinet Members may:
- 6.2.** Accept the Recommendations and award the Contracts as set out in paragraph 2.
- 6.3.** Decline to accept the recommendations. This is not recommended by officers. The only bid received for Lot 1 has been evaluated and officers are confident that the provider meets all of the award criteria. Two bids were received for Lot 2 and the recommended provider is the one which submitted the most economically advantageous tender where the most economically advantageous means the best price/quality ratio.

- 6.4.** Decline to award the contracts for either or both lots and instruct officers to seek extensions to existing contracts to allow time for a re-procurement. This is not recommended by officers. The proposal to develop a single VAWG service framework across the three boroughs has secured additional funding of £448,000 per annum from the MOPAC until March 2017. MOPAC funding makes up approximately 50% of the budgets to deliver these services and delivering a single VAWG framework complies with the grant agreement signed between MOPAC and the Councils as well as access to continued funding. To decline to award the contracts would lead to the probable loss of £448,000 of MOPAC funding annually.
- 6.5.** Should the recommendations to award be accepted the Council has the right to terminate the agreement under the conditions set out in sections 30 & 31 of the Terms & Conditions for Services. Aside from the rights to terminate in the case of performance defaults, section 31.4 states:
- “Each Responsible Authority shall be entitled in its absolute discretion to terminate its contractual relationship with the Contractor under this Contract in whole or in part by giving to the Contractor not less than [six (6)] months’ notice in writing. No such notice may be served before the expiry of six (6) months following the Commencement Date”.

## **7. RISKS ANALYSIS**

- 7.1** There is a risk, as always with a tendering exercise, that one of the unsuccessful bidders will challenge the outcome. Officers have mitigated this risk by following established procurement processes which will stand up to any scrutiny.
- 7.2** There may be risks to a seamless transition between providers brought about through TUPE and case file transfer processes. To mitigate this risk the Shared VAWG Procurement Group have established an implementation plan which provides a structured and time bound transfer process. The group will oversee the process in its entirety, facilitate meetings between providers and meet regularly with the current and new providers to ensure an effective transition between service providers.
- 7.3** The VAWG ISS is a new service model of which some elements have not been tried and tested locally; therefore a break clause has been included in the contract. This flexibility is necessary due to the innovative nature of the service.
- 7.4** Commissioning a larger shared contract could carry reputational risks to the Councils particularly if the service does not deliver high quality provision and/or that service delivery is not consistent across the three boroughs. The Councils will ensure close monitoring of the contract(s) and consistent dialogue with the Providers during the first few months of service delivery. They will also need to undertake independent service user feedback to ensure the service meets the needs of its users.

## **8. CONSULTATION**

- 8.1** VAWG Service providers and service users have been consulted which provided commissioners with a number of recommendations. These recommendations have informed the specification of the two lots as well as development of the VAWG Shared Services Strategy.
- 8.2** The Children's Services Contract and Commissioning Board have been consulted and are in agreement with the recommendations set out in this report.
- 8.3** The Contract Approval Board has been consulted and is in agreement with the recommendations set out in this report.

## **9. EQUALITY IMPLICATIONS**

- 9.1** An Equalities Impact Analysis is attached at Appendix 3.
- In relation to Lot 1, there will be no impact for any groups with protected characteristics as the service will remain the same but under streamlined contracts.
  - In relation to Lot 2, there will be a positive impact for females, young people, race and religion/belief. Due to the expansion from domestic abuse and sexual violence service provision to wider VAWG provision the service will be more accessible to the groups outlined above.
  - The service will not directly support male victims; however there are a range of pan London services and the provider(s) will be expected to signpost male victims to these.

## **10. LEGAL IMPLICATIONS**

- 10.1. The London Borough of Hammersmith & Fulham, and Royal Borough of Kensington and Chelsea:**

The general power of competence provided for in the Localism Act 2011 gives local authorities in England the power to do “anything that individuals generally may do”. The proposed decision is lawful and within the authorities legal powers.

The procurement process described in the report complies with the Council’s Contract Standing Orders (LBHF) and Contract Regulations (RBKC).

Shared Borough Legal Services will assist with the engrossment and sealing of the contract if the recommended decision is approved.

Should the recommendations to award the contracts be accepted the Council’s have the right to terminate the agreement under the conditions set out in sections 30 & 31 of the Terms & Conditions for Services.

Legal implications provided by Andre Jaskowiak, Senior Solicitor, Shared Borough Legal Services.

## **10.2. Westminster City Council:**

Westminster under the Localism Act 2011 is allowed the power do “anything that individuals may do.” The procurement process described in the report complies with the Councils procurement code. There are no further specific legal implications.

Grant Deg, Senior Lawyer.

## **11. FINANCIAL AND RESOURCE IMPLICATIONS**

- 11.1** Approximately 50% of the funding for the services specified will come from MOPAC grant funding which is subject to annual confirmation. As MOPAC grant funding is due to end on 31 March 2017 the contracts will have break clauses in line with this; with the possibility of an extension of up to a maximum of three years depending on the availability of future funding.
- 11.2** The financial responsibility for the contract price is apportioned to each borough is outlined in Appendix 1 (Table 2 - contained in the exempt report). The contractor’s tendered price is expected to cover all referrals, the volume of which will be monitored as part of the monitoring process described under item 5.21. The Councils will keep this under review to ensure the correct apportionment of costs.
- 11.3** Contract management will be delivered in accordance with section 5.21 of this report and in accordance with the Terms and Conditions; each authority will be invoiced separately. RBKC will report performance and progress to MOPAC on behalf of the three Councils on a quarterly basis.



**11.4** The Children's Services budgets stated in Appendix 1 (Table 2 - contained in the exempt report) remain available in full for the proposed initial contract period and do not currently form part of any Medium Term Plan savings proposals.

**11.5 The London Borough of Hammersmith and Fulham:**

**11.6** The Adult Social Care (ASC) budgets shown in Table 2 of the appendix comprises of a contribution towards the Co-ordination Service with effect from July 2015 and can be met from the transfer of an existing budgetary resource in 2015-16 (year 1) of £9,600 and full year in 2016-17 of £12,800 (year 2).

**11.7** The ASC budgets shown in Table 2 of the appendix comprises of a contribution towards the VAWG ISS contract with effect from July 2015 and can be met from the transfer of an existing budgetary resource, of £48,750 part year in 2015-16 (year 1) and £65,000 full year in 2016-17 (year 2).

**11.8** LBHF Cabinet on 1 September 2014 agreed £145,833 from the borough's corporate grants programme (the 3<sup>rd</sup> Sector Investment Fund) be allocated to the Cross borough VAWG commissioning for the period April 2015 to May 2016. This funding is to be allocated for preventative services which will benefit Hammersmith & Fulham residents. A review of 3SIF being undertaken in early 2015 will identify recommendations for grant funding agreements, including the contribution to VAWG commissioning beyond this initial funding term.

3SIF contribution:

- 15-16 £125,000
- 16-17 (April & May) £20,833
- Funding beyond May 2016 is subject to current 3SIF review and subsequent Cabinet Member Decision (anticipated by July 2015)

**11.9 Royal Borough of Kensington and Chelsea:**

The Group Finance Manager, Corporate Services, has been consulted and confirms that sufficient budget provision exists in 2015-16 to meet the costs of the proposed arrangements.

**11.10 Westminster City Council:**

The Finance Manager covering Community Safety has been consulted and confirms that sufficient budget provision exists in 2015-17 to meet the costs of the proposed arrangements.

## **12. PROCUREMENT IMPLICATIONS**

- 12.1** The procurement has been executed in accordance with the Procurement Contract Regulations 2006 (as amended) and the Contract Regulations of RBKC, the Contract Standing Orders of LBHF and the Procurement Code of WCC.
- 12.2** Though not a statutory requirement, a voluntary standstill period will be observed before the contracts are awarded in order to mitigate any risk of challenge arising from this Part B procurement. A Contract Award Notice will be submitted to the EU Publications Office.

*Comments provided/verified by R.Van Goethem, March 2015.*

**LBHF:**

Lyn Carpenter

Executive Director for Environment, Leisure and Residents Services

**RBKC:**

Tony Redpath

Director of Strategy and Local Services

**Westminster:**

Stuart Love

Strategic Director of City Management

**Shared Commissioning Director (Children's Services)**

Rachael Wright-Turner

**Local Government Act 1972 (as amended) – Background papers used in the preparation of this report**

<b>No</b>	<b>Description of Background Papers</b>	<b>Department/ Location</b>
1	Equalities Impact Assessment	Community Safety
2	VAWG Consultation	Community Safety
3	Tender Pack	Community Safety / CapitalESourcing
4	Tender Submissions/ Evaluations	Community Safety/ CapitalESourcing

**Contact officer(s):**

David Page - Director for Safer Neighbourhoods, London Borough of Hammersmith & Fulham,  
[David.Page@lbhf.gov.uk](mailto:David.Page@lbhf.gov.uk), 0208 753 2125

Stuart Priestley – Chief Community Safety Officer, Royal Borough of Kensington & Chelsea,  
[Stuart.Priestley@rbkc.gov.uk](mailto:Stuart.Priestley@rbkc.gov.uk), 0207 361 2799

Adam Taylor – Community Safety Commissioner, Westminster City Council,  
[ataylor3@westminster.gov.uk](mailto:ataylor3@westminster.gov.uk), 0207 641 4513

Cleared by Finance (Officer's Initials)	LM
	CAT
	DW
	TR
	SS
	CM
Cleared by Legal (Officer's Initials)	AJ
	GD