

London Borough of Hammersmith & Fulham

Report to: The Deputy Leader, Councillor Sue Fennimore
(Cabinet Member Decision)

Date: 29/01/2020

Subject: Business Case & Procurement Strategy for the procurement of
Violence Against Women & Girls services

Report of: Sharon Lea, Strategic Director for Environment

AUTHORISED BY:

The Deputy Leader has signed this
report.

DATE: 3 February 2020.....

Summary

The report and the attached procurement strategy detail proposals to procure services which tackle violence against women and girls from July 2020 to June 2025.

Recommendations

To approve the procurement strategy pursuant to Contract Standing Order (CSO) 18.1, for the procurement of the two contracts for services which address violence against women & girls, set out in Appendix 1.

Wards Affected: All

H&F Priorities

The contracted services support the council's priorities in the following ways:

Our Priorities	Summary of how this report aligns to the H&F Priorities
Building shared prosperity	<i>The successful service provider will be asked to confirm that the staff involved in delivering the services will not be subject to zero-hour contracts, and will have suitable employment terms and conditions, including the payment of the London Living Wage.</i> <i>Providers will be asked to provide a statement</i>

Our Priorities	Summary of how this report aligns to the H&F Priorities
	<i>identifying the social value they can provide related to the contract as part of the tendering process.</i>
Creating a compassionate council	<i>The services being commissioned are provided to vulnerable members of our community.</i>
Doing things with local residents, not to them	<i>Local service users and third sector providers have been consulted in the development of the specification of the services.</i>
Being ruthlessly financially efficient	<i>Contract break clauses are included to provide flexibility should the grant funding reduce or be removed altogether.</i>
Taking pride in H&F	<i>The services contribute to the council's commitment to crack down on crime and antisocial behaviour.</i>

Financial Impact

The maximum contract cost, should the extensions detailed be applied for the full contract term of five years (from July 2020 to June 2025), would be £1,217,015. £275,000 for Lot 1 services, and £942,015 for Lot 2 services (£243,403 per annum for both lots).

The contracted services will be fully funded from existing funding, as set out in the table below.

Cost and Funding Summary

	Coordination Service	Integrated Support Service	Annual Total
	Lot 1	Lot 2	Both Lots
	£	£	£
MOPAC (London Crime Prevention Fund)	0	85,000	85,000
H&F 3 rd Sector Investment Fund (3SiF)	21,541	103,403	124,944
H&F Community Safety existing budget	7,859	0	7,859
H&F Children's Services existing budget	12,800	0	12,800
H&F Adult Social Care existing budget	12,800	0	12,800
Total annual contract costs	55,000	188,403	243,403
x 5 Years (total maximum contract costs)	275,000	942,015	1,217,015

The LCPF is allotted in two-year tranches. Whilst a separate report seeks approval to secure 3rd Sector Investment (3SiF) funding over the full term of the contract as match funding.

Should any grant funding be significantly reduced or removed altogether, officers would seek to vary the services delivered or exercise the contracts' break clauses and commission a new service appropriate to the budget. As such, the proposals set out in this report are not expected to have any new financial implications.

Legal Implications

This report recommends the approval of the Procurement Strategy for contracts in respect of the provision of Violence Against Women and Girls services. These services fall under the category of “Social and other Specific Services” under the Public Contracts Regulations 2015 (PCR). The existing EU threshold for such contracts under the PCR is £615,278. The value of the proposed contracts when aggregated, as the PCR requires, exceeds this threshold therefore the provisions under the PCR apply in full to each contract. In the absence of a suitable framework agreement, a procurement exercise must be undertaken in order to comply with the PCR, The `Light Touch Regime` under regulations 74-76 of the PCR applies to this contract, accordingly a contract notice must be published in the Official Journal of the European Union prior to the procurement process followed by a contract award notice at the conclusion of the procurement process. The PCR require a competitive award process to be undertaken and otherwise the Contracting Authority may determine the procedures to be applied. Here, it is proposed to adopt a process which mirrors the “open” procedure. This complies with the PCR and the CSOs.

This report recommends that we allow Westminster City Council to undertake the procurement exercise but in line with the contract specification and evaluation criteria developed by H&F. Approval will still be required to commence procurement in line with Westminster Contract Standing Orders. Any resulting contractual arrangement made with H&F will be a sovereign arrangement with H&F undertaking all contract management and negotiation.

Legal advice should be sought on the terms and conditions for these services.

Implications completed by Hannah Ismail, Solicitor, Sharpe Pritchard LLP, external legal advisers seconded to the Council telephone 0207 405 4600

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Background Papers Used in Preparing This Report

None

DETAILED ANALYSIS

1. Proposals and Analysis of Options

Executive summary

- 1.1. The Council's current contracts to provide Violence Against Women & Girls (VAWG) services expire in March 2020. There are two contracts currently in place, one for the coordination of the Specialist Domestic Violence Court (SDVC) and Domestic Violence Multi Agency Risk Assessment Conference (DV MARAC), and one for Integrated Support Services (ISS).
- 1.2. Under a separate contract H&F fund the Impact Project which focuses on improving criminal justice outcomes for victims and has proved one of the most effective programmes of its type, with conviction rates of more than 70% which constitute some of the highest in London.
- 1.3. The services are currently delivered across the London Borough of Hammersmith & Fulham, the Royal Borough of Kensington & Chelsea, and Westminster City Council.
- 1.4. It was agreed to directly award the contracts to the incumbent contractors for a period of up to three-months to 30th June 2020 to allow additional time to effectively procure a service which met the council's commitment to disaggregation whilst allowing the borough to retain specialist services. The reason for the three-month award is that the council had considered procuring the services via a Framework Agreement to achieve this, but further consideration of the marketplace for the services indicated that this would be unlikely to attract the number and/or quality of tenders we would have expected. The waiver for this direct award was approved by the Head of Procurement on 25th November 2019.
- 1.5. This report, and the attached business case and procurement strategy (Appendix 1), details proposals to procure Violence Against Women & Girls Services from 1st July 2020 onwards. The specification has been developed on the basis of consultation with service users and providers.
- 1.6. The report seeks approval to put these services out to tender on the basis set out in the procurement strategy in Appendix 1.
- 1.7. The contracted service will be fully funded from existing funding – annual funding streams are £85,000 from the Mayor's Office for Policing & Crime's London Crime Prevention Fund (LCPF), £124,944 from the council's 3rd Sector Investment Fund (3SIF) and the remaining £33,459 from existing council revenue budgets. The grant funding is not currently guaranteed beyond March 2021. Should the grant funding be significantly reduced or removed altogether, officers would seek to vary the services within the

funding available (exercising the contract break clauses as necessary), prioritised on need and demand.

Proposals & Issues

- 1.8. The proposal is for the council to offer the contracts via a competitive tender under an open process to deliver for a maximum period of five years - three years initially, with an option to extend for up to two further years. A break clause will be written into the terms and conditions of the contract.
- 1.9. One reason for the break clause is that a significant proportion of the contract is funded from grants, as described in section 1.6 and detailed in Table A below. The funding available from the grant sources is not currently guaranteed beyond March 2021. The LCPF is allotted in two-year tranches, and the council's Community Investment Team have not yet confirmed the length of the settlement for the next round of 3SIF monies. Should these funding sources be significantly reduced or removed altogether, officers would seek to vary the services or exercise the contracts' break clauses and commission a new service appropriate to the budget.
- 1.10. Notwithstanding the potential break clause, in order to ensure that the contracts are an attractive proposition to service providers, and that there is service continuity, the contracts will be let for a maximum time period of July 2020 to June 2025.
- 1.11. The current available budget for the services is £55,000 pa for coordination services and £188,403 pa for Integrated Support Services (total £243,403 pa). Based on this, the maximum contract value therefore would be £275,000 for coordination services and £942,015 for Integrated Support Services (total £1,217,015).
- 1.12. Should there be any future increases or decreases in the available budgets, any variations to the costs and the services that may be required shall be approved through the appropriate decision-making process.
- 1.13. The services are divided into two individual lots, based on the previous delivery model which was in turn informed by pre-market engagement. Operationally, splitting the coordination services and support services should achieve optimal economies of scale whilst delivering high quality services from specialist providers.
- 1.14. The current Coordination Service is delivered by a single specialist provider. The Integrated Support Service is delivered by a consortium of specialist providers, which enables a greater range of specialisms to be delivered. The Invitation to Tender will welcome bids from both single providers and consortia, especially where consortia can provide additional value to the services.
- 1.15. The specification for the services has been developed between the boroughs with the intention of procuring each of the services from a single provider or

consortium, but with sovereign budgetary, performance management and contractual arrangements. It is proposed that Westminster City Council will be the lead authority for the purposes of administering the tendering, providing a saving in officer time and direct legal costs to H&F. However, H&F officers will be involved in developing the specification document and the evaluation criteria for the procurement upon which bidders will be assessed as well as the Invitation to Tender and making the recommendation to award for services for H&F clients.

1.16. The MARAC and Court Coordination Services (Lot 1) are essentially sovereign services as H&F has its own single borough MARAC and its own Specialist Domestic Violence Court dates.

1.17. In order to ensure borough sovereignty, all performance reporting will be disaggregated to a single borough level. In addition, within the Terms & Conditions of the services, to protect borough sovereignty there will be a clause stating that in addition to the rights to terminate in the case of performance defaults that:

“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”.

1.18. Consideration was given to whether there would be benefits to commissioning these services with different neighbouring boroughs. However, other neighbouring boroughs do not have the same alignment of commissioning timelines which poses difficulties in working together in the current commissioning cycle. Neighbouring boroughs including Brent, Ealing, Hounslow and Wandsworth have populations almost double that of H&F (and almost a third higher than Westminster) which may negatively impact on access to support for local residents. Participating in a joint procurement process with the proposed boroughs, whilst retaining a sovereign contract, reflects the Area West Police Basic Command Unit (BCU) and the shared police community safety function (that deals with domestic violence matters) which aligns with the BCU model.

Options & Analysis of Options

1.19. Option 1 – To recommission the services on a shared contract basis as is currently delivered. This is not the recommended option. Whilst there are advantages to such an approach, especially around economies of scale, this would not support the council’s commitment to the disaggregation of shared services.

1.20. Option 2 – To commission the services on a sovereign basis. This is not the recommended option. Such an approach will impact on the ability to provide specialised services, such as those for women from BAMER communities, as it would not be economically viable to provide the current specialised service levels on a single borough basis. .

- 1.21. Option 3 – To commission the services from a shared provider but with sovereign contracts. This is the recommended option for the reasons set out in Section 1.7 – 1.18 of the report. The commissioning model is designed to ensure individual borough sovereignty from a contractual, budgetary and performance management perspective, whilst still meeting need and demand for specialist services and best achieving economies of scale. The option demonstrates a commitment to disaggregation of services, whilst also ensuring that services are still as focussed as possible on the needs of victims and survivors of domestic violence and abuse.
- 1.22. A Service Review Team (SRT) has undertaken a service review in accordance with Contracts Standing Orders. Appendix 1 sets out the commercial and procurement options, together with an analysis of these options.

Consultation

- 1.23. Details of consultation undertaken by the SRT are included in Appendix 1, Section 8. Consultation on current VAWG services and how services might be modelled in the future has been ongoing for throughout the current contract term, including stakeholder consultation events and external evaluations of the services.

2. Reasons for Decision

- 2.1. To comply with the requirements contained in Contract Standing Orders to seek Cabinet Member approval before a regulated procurement exercise commences.

3. Equality Implications

- 3.1 There are no direct negative equality implications, under the Equality Act 2010, for those service users from groups with certain protected characteristics by the approval of recommended options outlined in this paper. A positive impact on certain groups with protected characteristics is anticipated by the commissioning / re-commissioning for this service supporting vulnerable residents.
- 3.2 The completed Equality Impact Assessment is detailed in Appendix 2.
- 3.3 Implications completed by: Fawad Bhatti, Social inclusion policy manager, tel. 07500 103617.

4 Risk Management Implications

- 4.1 Ending violence against women and girls (VAWG) is one of the five foundational areas of the Department for International Development's (DFID) Strategic Vision on Gender Equality. Violence affects women and girls everywhere, both here in the UK and overseas. Rooted in gender inequality, VAWG is a systemic and pervasive human rights abuse that has been normalised into the way societies think and act. It threatens the lives and

wellbeing of women and girls and prevents them from accessing opportunities that are fundamental to both freedom and development: education, healthcare, jobs, and leadership. VAWG services are a council, pan London and national priority and to not provide the best possible services we can within the budget we have available would have a significant negative impact on the outcomes for survivors of domestic abuse and other gender-based violence.

4.2 Implications verified by: Michael Sloniowski, Risk Manager 020 8753 2587

5 Other Implications

5.1 Commercial & Procurement, Business, Social Value, and Information Technology & Information Management Implications are contained in Appendix 3 of this report.

List of Appendices:

Appendix 1 – Business Case and Procurement Strategy

Appendix 2 – Equalities Impact Assessment

Appendix 3 – Other Implications

REPORT RELATING TO BUSINESS CASE; PROCUREMENT STRATEGY; PROJECT MANAGEMENT; AND GOVERNANCE FOR VIOLENCE AGAINST WOMEN & GIRLS (VAWG) SERVICES

BUSINESS CASE

1. BUSINESS CASE – WHY THE PROCUREMENT IS NEEDED

The services being procured are for the coordination of the specialist Domestic Violence Court and Domestic Violence Multi Agency Risk Assessment Conference for victims and survivors of domestic and gender-based violence (lot 1) and Specialist Support Services for women suffering from domestic and gender-based violence (lot 2).

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.

The specialist integrated support services are targeted at:

- Women experiencing domestic abuse and sexual violence and assault (including controlling and coercive behaviour);
- 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 and abuse (multiple forms of VAWG).

These are existing services which are currently delivered across H&F, RBKC and WCC. However, for the reasons set out in section 5 of the main body of the report, the services for July 2020 onwards will be commissioned from a shared provider but with individual contracts, which will enable the council to deliver service provision that best suits local need.

The service specification has been informed by consultation with service users, service providers, other council services and external evaluation.

2. FINANCIAL INFORMATION

The current budget available for the VAWG service is £243,403 (£55,000 for coordination services and £188,403 for Integrated Support Services). This is mostly funded from grants – the Mayor’s Office for Policing & Crime (MOPAC) London Crime Prevention Fund (LCPF) (approx. £85,000 pa) and the council’s 3rd Sector Investment Fund (3SIF) (approx. £124,944 pa). The remainder is Council funding. The funding available from MOPAC is not currently guaranteed beyond March 2021. The LCPF is allotted in two-year tranches but we are currently negotiating to have the council’s 3SIF funding granted on a longer-term basis. Should these funding sources be significantly reduced or removed altogether, officers would seek to vary the services or exercise the contracts’ break clauses and commission a new service appropriate to the budget.

The council contributes to two posts outside of the services which manage the strategic coordination of VAWG and the operational management of the services across the three boroughs. This currently costs H&F £33,333 per annum but is outside of the scope of this procurement. However, to proceed on a sovereign basis the council would be likely to lose economies of scale and would therefore need to allocate funding to either directly employ, buy in separately, or add to the contract, such services.

The intention is to award the contract for a maximum period of five years, caveats around ongoing funding notwithstanding. Therefore, officers estimate that the value to the contracts, assuming the full four-year term, will be in the order of:

Court and MARAC Coordination (lot 1) - £275,000 (£55,000 per annum)
Specialist Support Services (lot 2) - £942,015 (£188,403 per annum)

This service does not accrue any income. By seeking to commission the services for less money there is a significant risk that we would not be providing as good a service or as many staffing hours as possible, which could significantly impact on the risks to survivors of domestic violence and abuse. The value of engaging with and improving the safety of women at threat of domestic violence and abuse is incalculable.

3. OPTIONS APPRAISAL AND RISK ASSESSMENT

The options considered were:

- To continue with the current joint commissioning model. Although this achieves economies of scale it does not support the council’s commitment to service disaggregation.
- To commission an entirely sovereign service. Whilst this supports the council’s disaggregation commitment, it would make it more difficult and less economically viable to provide the specialised services some residents require.
- To commission the services from a shared provider with sovereign contractual arrangements. This is the recommended option. It allows the

council to achieve economies of scale to retain specialist services based on borough need and demand and deliver an integrated service.

4. THE MARKET

The marketplace for the services is mainly made up of third sector providers who are able to provide the specialisms required to support the survivors of domestic abuse. Currently the coordination services are provided by Standing Together Against Domestic Violence (STADV), a local specialist provider. The Support Services are delivered by a consortium, the Angelou Partnership. This is made up of a collection of third sector providers and enables the council to provide specialised services, including those for hard to reach groups. The Angelou Partnership is led by Advance Advocacy Services and also includes STADV, Solace, Women & Girls Network, African Women's Care, Al-Hasaniya, GALOP, Hestia, Women's Trust, and the Domestic Violence Intervention Project.

When the current contracts were awarded in 2015, one tender was received for Lot 1 and two tenders received for Lot 2. Officers would not expect a great many more tenders for the services when they are tendered, due to the specialisms involved in delivery. However, officers feel that the consortium approach to the delivery of support services has brought many benefits and would encourage bids for Lot 2 from consortia, in order to provide as robust and comprehensive service as possible.

The specification has been informed by evaluations of the current services, a comprehensive needs assessment, and engagement with providers, service users and other stakeholders.

Officers intend to tender the contracts under an Open Procedure with no Pre-Qualification Questionnaire (PQQ) and advertise the contracts via the capital E Sourcing portal. Due to the importance of having high quality service provision in this field, and the potential adverse impacts of not achieving as high a quality service as possible within the available budget, officers intend to tender the contracts on the basis of a 70:30 Quality:Cost ratio.

Tenderers will be made aware that the cost aspect of any tender should not exceed the budget that has been agreed for the services. The purpose of this procurement is to maximise service levels within the budget the council has available.

PROCUREMENT STRATEGY

5. CONTRACT PACKAGE, LENGTH AND SPECIFICATION

Officers intend to let the contract for a maximum period of five years – a three-year initial term, with an option to extend for up to a further two years. The potential maximum length of the contract is to make sure that the services are attractive for the marketplace to bid for, and to provide continuity for service users.

Due to the high proportion of grant-based funding that the services currently rely upon there will be a break clause written into the terms and conditions, with

continuation dependent on the renewal of the MOPAC London Crime Prevention Fund and the council's third sector investment fund. As the former grant is allocated every two years, the two-year extension clause of the contract will be dependent on the second renewal of that grant.

With regard to the provisions of the Public Contracts Regulations 2015 the services will be subdivided into two lots.

- Lot 1 – Coordination of the Multi Agency Risk Assessment Conference and Specialist Domestic Violence Court
- Lot 2 – Specialist support services for women suffering from domestic violence and abuse.

Due to the specialisms required and breadth of service user experience, consortia bids will be encouraged to ensure that local needs are met. This will allow SMEs to collaborate and provide elements of the services that some small organisations may not have capacity to deliver as a sole provider.

The marketplace for such services is mainly in the third sector and officers expect that tenders will be received from that sector.

Key performance measures for the contract are likely to include:

Lot 1

Coordinate DA MARACs based on demand, to be agreed with the council, per annum with outcomes to include:

- Increased safety for victims and their children;
- Reduction in levels of repeat victimisation; and
- Increased awareness of the MARAC process for statutory and voluntary agencies.

Deliver training workshops and inductions for staff from statutory and voluntary organisations including but not limited to the Police, Probation, Housing providers, Victim Support, Children's Services, Adult Social Care, and substance misuse service providers, with outcomes to include:

- Professionals have improved knowledge and increased confidence in referring cases to MARAC;
- An increase in referrals to MARAC relating to BAMER groups and other groups with protected characteristics; and
- Statutory and voluntary agencies have robust screening and referral processes in place for victims of domestic violence and abuse.

MARAC outcomes around number of cases, percentage of BME cases, LGBT cases, disability cases, male cases and repeat cases will be measured against the national standards set out by SafeLives.

Lot 2

Outcomes for specialist support services will include:

- Number of referrals to specialist services
- Number of referred users contacted within 24 hours of referral
- Number of referred users engaged within the services

- Number of high-risk cases
- Increased feelings of safety reported by service users
- Reduced risk of repeat victimisation

KPIs will be established (similar to above) and reported on quarterly to monitor performance. Where performance is beneath what is expected, the council, the providers and other parties will be expected to collaborate in order to achieve optimal performance. A clearly defined default procedure will be set out in the contract.

6. SOCIAL VALUE, LOCAL ECONOMIC AND COMMUNITY BENEFITS

The successful contractor will be asked to provide a statement identifying the social value they can provide related to the contract as part of the tendering process.

7. OTHER STRATEGIC POLICY OBJECTIVES

The services contribute to the council's commitment to reducing Violence Against Women and Girls.

The successful service provider will be asked to confirm that the staff involved in delivering the services will not be subject to zero-hour contracts, and will have suitable employment terms and conditions, including the payment of the London Living Wage.

8. STAKEHOLDER CONSULTATION

This strategy is informed by consultation with key stakeholders including service users, local authority partners and service providers, as well as independent evaluation of the current services. There is ongoing consultation which will inform the final service specification. Details of recent and upcoming consultation are:

- Needs and demand mapping exercise – March 2018
- Workshop with Family & Children's Services – March 2018
- Survivors' workshop – April 2018
- SafeLives evaluation – February 2019 (included 10 survivor interviews and 38 residents and survivor questionnaire responses)
- Stakeholder workshop – May 2019
- Voluntary sector workshop – August 2019 (including VAWG sector partners, victim services, drug and alcohol services, specialist BAMER and LGBT services)
- Statutory Head of Service workshop – August 2019 (including local authority statutory partners – children's, adults, public health and housing, as well as other statutory partners – police, probation, health services)
- Survivors' workshop – August 2019 (6 participants)

9. PROCUREMENT PROCEDURE

The intention is to tender the services under an Open procedure. Officers believe that there are a limited number of providers in the market place capable of providing the specialist services.

Officers will detail the Council's minimum selection requirements in the tender documentation.

10. CONTRACT AWARD CRITERIA

The contract will be let on the basis of a ratio of 70:30, Quality:Price. Officers consider that although the council is committed to ruthless financial efficiency, the users of the services being tendered are in such a position of potential vulnerability to serious violence that an additional emphasis on the quality of services being provided is justified.

The prices will be scored using the following formula to give a score out of 100:

Bid's Score = $100 \times (\text{lowest total cost} / \text{bid cost})$.

The total will then be multiplied by 0.3 to give a score out of 30 (the price score out of 100 total)

Example:

Bid A price - £100,000

Bid B price - £110,000

Bid C price - £120,000

Score

Bid A – $100 \times (100/100) = 100 - 30/30$ for price

Bid B – $100 \times (100/110) = 90.9 - 27.27/30$ for price

Bid C – $100 \times (100/120) = 83.33 - 24.99/30$ for price

The Quality criteria will be scored on questions based on the KPIs detailed in section 5 of this procurement strategy. The questions and weighting will be developed by the project management team detailed in section 11 (below)

PROJECT MANAGEMENT AND GOVERNANCE

11. PROJECT MANAGEMENT

From a H&F perspective, the procurement will be taken forward by a project team from the council's Community Safety Unit, with advice from the council's corporate procurement team.

The tender assessment panel (TAP) representatives from H&F will be the Community Safety Manager, the Commissioning and Performance Management Officer and the Policy and Service Development Officer. They will make the recommendation to award to the Director of Environment, in consultation with the Deputy Leader, after shortlisting and scoring tenders based on the criteria set out in the tender documents.

The Deputy Leader will be kept informed of the progress of the tendering process via Policy Board meetings.

12. INDICATIVE TIMETABLE

The timetable below is subject to agreement with the jointly commissioning boroughs so is intended to be indicative

Activity/Milestone	Date
Send CMD/procurement strategy for comment	22 nd November
Deadline for comments	29 th November
Send report for DMT approval	By 3 rd December
DMT/Director approve procurement strategy	10 th December
Submit report for SLT approval	By 1 st January 2020
SLT approve procurement strategy	8 th January
CM sign off of procurement strategy	By 13 th January
Call in period	3 days
Launch ITT on Capital E sourcing	By 24 th January
Tender period	42 days
Draft CMD award recommendation report	During tender period
Deadline for receipt of tenders	6 th March
Hold Tender Assessment Panel	By 13 th March
CMD report sent for comments	16 th March
Deadline for comments	20 th March
Director sign off CMD	By 24 th March
Submit to SLT	25 th March
SLT approve CMD	1 st April
CMD approved	By 7 th April
Call in period	3 days
Inform tenderers	10 th April
Mobilisation period	April to June 2020
Prepare contract documents	April to Jun 2020
New contract commencement	1 st July 2020

13. CONTRACT MANAGEMENT

Following the award of the contract, the service provider performance will be managed by the community safety commissioning and performance officer.

Quarterly returns and an annual report will be produced which will be shared with MOPAC as a condition of funding and be made available to senior officers and interested councillors.

H&F Equality Impact Analysis Tool

Conducting an Equality Impact Analysis

An EqIA is an improvement process which helps to determine whether our policies, practices, or new proposals will impact on, or affect different groups or communities. It enables officers to assess whether the impacts are positive, negative, or unlikely to have a significant impact on each of the protected characteristic groups.

The tool has been updated to reflect the new public sector equality duty (PSED). The Duty highlights three areas in which public bodies must show compliance. It states that a public authority must, in the exercise of its functions, have due regard to the need to:

- 1. Eliminate discrimination, harassment, victimisation, and any other conduct that is prohibited under this Act;**
- 2. Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;**
- 3. Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.**

Whilst working on your Equality Impact Assessment, you must analyse your proposal against the three tenets of the Equality Duty.

General points

1. In the case of matters such as service closures or reductions, considerable thought will need to be given to any potential equality impacts. Case law has established that due regard cannot be demonstrated after the decision has been taken. Your EIA should be considered at the outset and throughout the development of your proposal, it should demonstrably inform the decision, and be made available when the decision is recommended.
2. Wherever appropriate, the outcome of the EIA should be summarised in the Cabinet/Cabinet Member report and equalities issues dealt with and cross referenced as appropriate within the report.
3. Equalities duties are fertile ground for litigation and a failure to deal with them properly can result in considerable delay, expense, and reputational damage.
4. Where dealing with obvious equalities issues e.g. changing services to disabled people/children, take care not to lose sight of other less obvious issues for other protected groups.
5. If you already know that your decision is likely to be of high relevance to equality and/or be of high public interest, you should contact the Equality Officer for support.
6. Further advice and guidance can be accessed from the separate guidance document (on the intranet) or [ACAS - EIA](#). Or you can contact the relevant officer (see below).

Fawad Bhatti (Policy & Strategy)

Fawad.bhatti@lbhf.gov.uk

07500 103617

H&F Equality Impact Analysis Tool

Overall Information	Details of Full Equality Impact Analysis
Financial Year and Quarter	2019/20 Q2
Name and details of policy, strategy, function, project, activity, or programme	<p>Title of EIA: Violence Against Women and Girls Procurement.</p> <p>Short summary: The procurement is divided into two Lots;</p> <p>Lot 1 - Co-ordination Services, including of the Multi Agency Risk Assessment Conference (MARAC) and Dedicated and Specialist Domestic Violence Court (D/SDVC):</p> <p>Lot 2 - VAWG Integrated Support Services (ISS) which includes a range of specialist frontline services to support adults and young people, children and families who are victims or affected by gender-based violence. The ten strands of VAWG are:</p> <ol style="list-style-type: none"> 1. Domestic Violence/Abuse (DV) 2. Stalking 3. Harassment 4. Female Genital Mutilation (FGM) 5. Forced Marriage (FM) 6. Honour Based Violence (HBV) 7. Faith Based Abuse (FBA) 8. Prostitution and Trafficking 9. Sexual Violence 10. Sexual Exploitation/ Child Sexual Exploitation (SE/CSE) <p>Note: If your proposed strategy will require you to assess impact on staff, please consult your HR Relationship Manager.</p>

Lead Officer	Name: Pat Cosgrave Position: Community Safety Commissioning & Performance Officer Email: pat.cosgrave@lbhf.gov.uk Telephone No: 020 8753 2810
Date of completion of final EIA	XX / XX / XX

Section 02	Scoping of Full EIA		
Plan for completion	Timing: Resources:		
Analyse the impact of the policy, strategy, function, project, activity, or programme	Analyse the impact of the policy on the protected characteristics (including where people / groups may appear in more than one protected characteristic). You should use this to determine whether the policy will have a positive, neutral, or negative impact on equality, giving due regard to relevance and proportionality.		
	Protected characteristic	Analysis	Impact: Positive, Negative, Neutral
	Age	<p>Lot 1: The coordination of the service will affect all residents, irrespective of age.</p> <p>Lot 2: The service will include provision for early intervention for young women</p>	Neutral

		and girls for ages 13-21 who are victims of VAWG including awareness raising and educations. Children and young people were identified as one of the VAWG Partnership Strategic Priorities. This indicates that the service will aim to support CYP if they witness or are subject to abuse, as well as understanding healthy relationships and acceptable behaviour. It is expected that the provider will deliver services that support victims between the age of 13-21 years and support women with children.	Positive.
	Disability	<p>Lot 1: The coordination of the service will affect all residents, irrespective of Disability.</p> <p>Lot 2: The service will support victims with disabilities. Access is one of the VAWG Partnership Strategic priorities and aims to provide high quality services which are accessible and available in a timely way to a wide range of survivors including women with protected characteristics. No specific action is set out the service specification regarding service users with disability, but it is stated that the provider should put in place relevant measures to improve access for those who may otherwise find it difficult to access services.</p>	<p>Neutral.</p> <p>Neutral</p>
	Gender reassignment	<p>Lot 1: The coordination of the service will affect all residents, irrespective of Gender Reassignment.</p> <p>Lot 2: The service will aim to support those who have had a gender reassignment to the same standard as all residents. Any change in response to domestic violence as a result of the VAWG service will impact residents, irrespective of gender reassignment. However, as the service is predominantly aimed towards females, those re-assigning as a male will not have access to the same services. As in the 'Sex' category male survivors will have access to Pan-</p>	<p>Neutral</p> <p>Neutral (female)</p> <p>Negative (male)</p>

		London services, for which the borough contributes funding via the London Councils Fund.	
	Marriage and Civil Partnership	<p>Lot 1: The coordination of the service will affect all residents, irrespective of marriage and civil partnership.</p> <p>Lot 2: Any change in response to domestic violence as a result of the service will impact all residents, irrespective of marriage or civil partnership.</p> <p>The service will be available irrespective of the marital status of the service user.</p>	<p>Neutral</p> <p>Neutral</p>
	Pregnancy and maternity	<p>Lot 1: The coordination of the service will affect all residents, irrespective of pregnancy and maternity.</p> <p>Lot 2: The service will continue to provide support for pregnancy and maternity. The service will affect all residents, irrespective of Pregnancy and Maternity.</p>	<p>Neutral</p> <p>Neutral</p>
	Race	<p>Lot 1: The coordination of the service will affect all residents, irrespective of race.</p> <p>Lot 2: The service will provide support for all 10 strands of VAWG including cultural practices such as Female Genital Mutilation, Forced Marriage, Honour Based Violence and Faith-Based Abuse. The new service will improve the response to BME victims. The service will aim to provide further support for</p>	<p>Neutral</p> <p>Positive.</p>

		<p>people who do not speak English. By tackling the strands above we will look at culturally specific issues and provide a better quality of service for residents belonging to these cultures.</p> <p>The contract specification states that: “The Contractor shall put in place relevant measures to improve access for those who may otherwise find it difficult to access Services. The Contractor shall ensure that the Service is accessible to all Service Users and shall where necessary provide additional services, such as translation and interpreting for case work purposes, to ensure access to the Service.”</p>	
	Religion/belief (including non-belief)	<p>Lot 1: The coordination of the service will affect all residents, irrespective of religion or belief.</p> <p>Lot 2: The service will provide support for all 10 strands of VAWG including cultural practices such as Female Genital Cutting, Forced Marriage, Honour Based Violence and Faith-Based Abuse. The service will improve the response to BME victims.</p> <p>By seeking to protect the rights and well-being of women and girls who are or may be subject to these practices the service will challenge a range of beliefs held by a number of religious and cultural groups.</p>	<p>Neutral</p> <p>Positive</p>
	Sex	<p>Lot 1: The coordination of the service will affect all residents, irrespective of sex.</p> <p>Lot 2: The service will not provide services directly to male survivors as the service is based on need. As a reflection of the proportionality of male victims, direct services to men do not form part of this commissioning process; the</p>	<p>Neutral</p> <p>Negative (male)</p>

		<p>council contributes to funding for pan London services for male victims; we would expect this commissioned service to signpost men to these Pan London services and have a good working pathway. Consultation reflected that there is not enough demand for male services to warrant a separate service for males.</p> <p>A strong response to VAWG may result in increased convictions against perpetrators of which there are a higher level of males.</p>	<p>Positive (female)</p>
	<p>Sexual Orientation</p>	<p>Lot 1: The coordination of the service will affect all residents, irrespective of sexual orientation.</p> <p>Lot 2: The response to domestic violence as a result of the service will affect all residents, irrespective of sexual orientation. The service will offer support to LBT victims but as a reflection of the proportionality, GBT victims specialist services will not be included for this group; we would expect this commissioned service to signpost men to these Pan London services and have a good working pathway.</p>	<p>Neutral.</p> <p>Neutral</p>

Human Rights or Children's Rights

If your decision has the potential to affect Human Rights or Children's Rights, please contact your Equality Lead for advice

Will it affect Human Rights, as defined by the Human Rights Act 1998?

No

Will it affect Children's Rights, as defined by the UNCRC (1992)?

No

	Examples of data can range from census data to customer satisfaction surveys. Data should involve specialist data and information and where possible, be disaggregated by different equality strands.
Documents and data reviewed	Population data determined the need for BME services to reflect the proportion of BME people in the area.
New research	N/A

Section 04	Consultation
Consultation	Details of consultation findings (if consultation is required. If not, please move to section 06)
Analysis of consultation outcomes	<p>A consultation was completed with stakeholders including 3rd sector providers and survivors.</p> <p>The consultation highlighted a need for an effective response to BME survivors which has been considered when designing the service, particularly around access with the issue of languages and understanding specific cultural practices.</p>

Section 05	Analysis of impact and outcomes
Analysis	

Section 06	Reducing any adverse impacts and recommendations
Outcome of Analysis	The information collected has helped to confirm the specification. This has resulted in a more informed proposed specification and has involved survivors and providers in the process of developing the new service.

Section 07	Action Plan
Action Plan	Note: You will only need to use this section if you have identified actions as a result of your analysis

	Issue identified	Action (s) to be taken	When	Lead officer and department	Expected outcome	Date added to business/service plan

Section 08	Agreement, publication and monitoring
Chief Officers' sign-off	Name: Matthew Hooper Position: Chief Officer, Safer Neighbourhoods & Regulatory Services Email: matthew.hooper@lbhf.gov.uk Telephone No:
Key Decision Report (if relevant)	Date of report to Cabinet/Cabinet Member: 07/ 10 / 2019 Key equalities issues have been included: Yes
Equalities Lead (where involved)	Name: Position: Date advice / guidance given: Email: Telephone No:

OTHER IMPLICATIONS

Commercial and Procurement Implications

- 1.1 H&F Contract Standing Orders (CSO) 18.1 provides that all Procurement Strategies and Business Cases for revenue where the estimated value is £500,001 to £5m must be approved by the relevant Cabinet Member prior to the commencement of any tendering exercise and agreed as a Key Decision if over £300,000.
- 1.2 H&F CSO 36.2 provides that consideration should be made of the different procurement methods to most likely achieve the purchasing objectives. It is considered that the author of the report has addressed these requirements in the body of the report.
- 1.3 H&F CSO's state that for high value contracts over the Service threshold and with a value of £0.5M and above the awards of the contract will be by the relevant Cabinet Member(s)
- 1.4 The tendering process will need to be conducted via the e-tendering system. A Tenders Appraisal Panel will consist of a minimum of three officers who will evaluate the tender returns. All evaluation and moderated scored will need to be logged on the e-tendering system and an award notice published.
- 1.5 The proposed timetable is very tight therefore the client department should ensure there is clear oversight of time management; and establish a plan should the timescales not be met or are un-achievable.
- 1.6 Implications completed by: Joanna Angelides. Procurement Consultant, 0208 753 2586.

Business Implications

- 1.7 A number of locally based third sector providers deliver such services and have been consulted on the needs assessment for the services. They are registered on the Capital E Sourcing portal and will be automatically notified when the invitation to tender is published
- 1.8 Implications verified/completed by: Albena Karameros, Programme Manager, 020 7938 8583.

Social Value Considerations

- 1.9 The Social Value has to be considered as part of the quality evaluation at minimum of 5%, this will satisfy the requirement of the Social Value Act (2012). It is recommended to quantify the number of activities that the supplier can deliver beyond their contractual obligation. This will improve the social,

economic and environmental well-being of the local area (e.g. providing, numbers of volunteer's hours offered to support local third sector etc.). These measurements can then be made part of the contract's key performance indicators (KPIs). These activities will be monitored and delivered during the life time of the contract.

- 1.10 Implications verified/completed by: Ilaria Agueci, Procurement Consultant, tel. 0777 667 2878

IT Implications

- 1.11 IT Implications: There are no IT implications resulting from the proposal in this report
- 1.12 IM Implications: As the service providers will be processing sensitive personal data on behalf of H&F, Privacy Impact Assessments will need to be completed to ensure all potential data protection risks in relation to this proposal are properly assessed with mitigating actions agreed and implemented.
- 1.13 Each service provider will be expected to have a GDPR policy in place and all staff will be expected to have received GDPR training.
- 1.14 The contracts will need to include H&F's data protection and processing schedule, which is compliant with the General Data Protection Regulation (GDPR).
- 1.15 Implications completed by: Karen Barry, Strategic Relationship Manager, IT Services, tel 0208 753 3481