

Central Bedfordshire Council

Executive

2 April 2019

Recommissioning Arrangements for Supervised Contact for Looked after Children

Report of: Cllr Steven Dixon, Executive Member for Families, Education and Children,
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Responsible Director(s): Sue Harrison, Director of Children's Services,
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This report relates to a decision that is Key

Purpose of this report

To update Executive Members on the outcome of recommissioning arrangements for Supervised Contact for Looked after Children and to seek approval for the decision to award the new contract for April 2019-March 2024 to the successful tenderer.

RECOMMENDATIONS

The Executive is asked to:

1. **approve the award of the contract to Contractor A as specified in exempt Appendix A.**

Overview and Scrutiny Comments/Recommendations

1. The commissioning approach was noted at Children's Services Overview and Scrutiny on 11 September 2018.
2. Overview and Scrutiny recommended that regular performance reports of those external providers commissioned to provide services on behalf of the Council be delivered to the Committee at future meetings.

Background

3. The contract for Supervised Contact is included within the programme of support services recommissioning projects aligned to the Transformation portfolio.

4. As a result of long-standing pricing issues with the current service provider, the tendering timescale for this service was brought forward in order to minimise overspend on the current contract. This meant that the new contract would take effect from 1 April 2019 or after the period of call-in following Executive approval.

Commissioning process

5. Extensive engagement was carried out with service users, practitioners and the supplier market between February and October 2018 to determine what worked well within the current service, where there are gaps and opportunities, and what the outcomes of the new service should be.
6. Further soft-market testing with suppliers also indicated that there was provider appetite to undertake delivery of the service within the proposed annual budget envelope.
7. This feedback, together with analysis of population- and cohort-level need and service performance data, was used to develop a service specification grounded in three key outcomes aligned to the Children and Young People's Plan – that the service would enable:
 - The needs of children and families to be understood and acted upon;
 - Contact to be a happy and positive experience for children; and
 - Well-informed decision-making by social workers and the courts.
8. The specification was tendered out in October 2018. Three tender submissions were received as detailed in exempt Appendix A.

Tender evaluation

9. The tender was evaluated by representatives from the Children's Commissioning and Family Support services. A specialist technical question on safeguarding was also evaluated by a CRS Practice Manager, and one on equality and diversity by CBC's Community Intelligence Manager.
10. Evaluations were moderated over 2 sessions in December 2018 and January 2019 by Procurement. A Consultant Social Worker also advised in the second session.
11. Bids were weighted at 35% cost to 65% quality, to ensure that quality of service models and delivery were prioritised while maintaining the need for best value in pricing.
12. Although the scores for the quality evaluation were close, there were specific elements to Contractor A's bid which foregrounded child-centred delivery and resulted in a stronger response. These included:
 - A focus on trauma-informed practice that recognises the potential of contact as a support intervention for families;

- A comprehensive staff training and CPD offer, particularly around safeguarding;
 - Good data management practices, including a child-centred outcomes framework and use of case studies for reporting and service improvement;
 - Co-producing a cancellations policy with children and young people, and reducing cancellations through an empathetic approach that seeks to overcome parents' barriers to attendance;
 - Innovative approaches to embedding children's voices in contact planning and review, including participation methods for pre-verbal and non-verbal children;
 - Comprehensive understanding of the equalities implications of delivering this kind of service and consideration of how they will work with specific vulnerable groups; and
 - Added social value, including use of volunteers to create a welcoming environment in contact facilities, income generation, facilitating youth participation and greener business practices.
13. The combined scores of the financial and quality evaluations mean that Contractor A had the highest-scoring tender and should be awarded the contract.

Mobilisation

14. Due to the already-short mobilisation period for this contract, it was not recommended to request a Best and Final Offer from bidders. While this process would have been unlikely to change the outcome of the evaluation, gains that might have been made in a small reduction of the contract price would have been lost through delay in transferring the service to a new provider.
15. The 'call-off' period following tender evaluation ended on Thursday 24 January; enabling the successful bidder to begin mobilisation of the new service including TUPE arrangements and finalisation of the new performance management framework and KPIs.
16. Following contract mobilisation, the new service will commence operations after the period of call-in following Executive approval.
17. Due process has been followed in the commissioning cycle and tender evaluation. It is therefore recommended that Executive approve the contract award to Contractor A.

Reason/s for decision

18. The current contract no longer represents good value for money. This contract comes to a natural end on 31st March 2019 and further extensions are not viable or desirable.

19. Following a public consultation and previous agreement by the Executive, this service was recommissioned according to a Most Economically Advantageous Tender (MEAT) model.
20. Contractor A's bid offers the best value for money in terms of both financial efficiency and quality of response.

Council Priorities

This service will contribute to the following strategic Council priorities:

21. Great resident services – providing a responsive, outcomes-focused service for the most vulnerable Central Bedfordshire families which also represents good value for money for the Council.
22. Protecting the vulnerable; improving wellbeing – ensuring this strategic priority and the key Children and Young People's Plan outcomes of 'protected and safe' and 'healthy, happy lifestyles' are met through a focus on making sure needs of children and families to be understood and acted upon, that contact is a happy and positive experience for children and enabling well-informed decision-making by social workers and the courts.
23. Creating stronger communities – working with parents to enable Looked after Children either to be rehabilitated back to the family home (where appropriate) or to maintain positive links with their birth families.

Corporate Implications

Human Resource implications

24. Staff employed by the current incumbent who wish to transfer to the new provider will have their current terms and conditions protected under TUPE for the period of one year. Under the current contract, the provider has maintained the terms and conditions of TUPE'd staff beyond the required period of the Protected Environment, resulting in additional costs to the service which may be passed on to Contractor A.

Sustainability implications

25. The proposed contract to be awarded will have a five-year term with potential for extension by up to two years. This will enable time to form positive relationships between commissioners and the provider, and for outcomes to become embedded, supporting long-term sustainable change.

Legal Implications

26. It appears the Contract has already been awarded, albeit not in writing. This poses a slight risk to the Council as presumably the other tenderers are not aware of the award and therefore there may be a challenge to that award, during standstill.

27. If there is a challenge it will have the effect of halting mobilization and if successful may result in halting the contract altogether. That being said the procurement, as detailed above, has been carried out correctly, up to the point of premature award, so the risk of a challenge is minimal.

Financial and Risk Implications

28. The successful bid is £66,806 above the proposed budget envelope for this contract over the lifetime of the service (£13,361 over the proposed budget per annum). However, the new contract will include costs for all delivery hours, transport hours and mileage, as well as cancellations, which are presently charged over and above the current incumbent's contract price.
29. As the new contract has been won by an organisation other than the current incumbent, TUPE will apply. The Protected Environment will preserve for one year the existing terms and conditions of staff currently employed by the current incumbent, although the potential impact of this on the available resource to deliver other elements of the service is being mitigated by Contractor A and CBC. The current incumbent is obliged to complete a TUPE questionnaire as part of the transfer period, at which point more detail about the level of these obligations will become available (see 30 below).
30. Supervised Contact is a statutory provision to enable Looked After Children to maintain safely relationships with their birth families and other significant individuals. There is a risk to service continuity in the transfer of operations to a new provider. However, these risks are inherent in any commissioning process, and will be managed through the support services project board, regular meetings with Legal and Procurement experts, regular consultation with the budget holder and as part of the undertakings of strategic commissioning and contract management.
31. Since the current incumbent has not been successful in bidding for the new contract, Contractor A, in partnership with the Council, will need to source an alternative venue to the current Bedford contact centre to facilitate contact in the north of Central Bedfordshire. The new specification encourages delivery of contact closer to children's homes/placements, so a second contact centre may not be required. However, the new provider will need to identify and risk-assess other appropriate venues where contact can be held. These venues will need to be easily accessible by public transport to enable parents to attend contact.
32. Staff currently employed by the current incumbent may transfer across to Contractor A in line with Transfer Under Protected Environment (TUPE) and retain their current terms and conditions for a period of one year (see 27 & 30). The new provider will be liable for any costs incurred as a result of TUPE transfer and/or redundancies; however, these costs will need to be covered by the contract budget and may impact on the resource available for delivery of other elements of the service.

Equalities Implications

33. Central Bedfordshire Council has a statutory duty to promote equality of opportunity, eliminate unlawful discrimination, harassment and victimisation and foster good relations in respect of nine protected characteristics; age disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.
34. An Equality Impact Assessment was completed alongside the formal public consultation for all services within scope of the support services recommissioning project, which considers the equalities implications of these proposals in full. Any impact of proposals will fall predominantly on Looked After Children, their families and carers. While this is not a protected characteristic under the Equality Act 2010, we know that this cohort of service users represents a vulnerable and often disadvantaged group, whose needs were comprehensively assessed during the specification of services commissioned.

Conclusion and next Steps

35. As due process has been followed in the commissioning of this service according to previous Executive decisions, it is recommended that the contract for Supervised Contact be awarded to Contractor A.
36. As the current contract ends on 31st March 2019 and it is essential to ensure continuity of service delivery, a mobilisation plan to transfer services, facilities and staff to the new provider was initiated in January.
37. This means that the new contract could take effect immediately after the call-in period, if Executive approve the award of the contract to Contractor A, to minimise disruption for children, young people and families.

Appendices

Exempt Appendix A: Tender Evaluation Scoring

Exempt under paragraph 3 of Schedule 12A of the Local Government Act 1972:
'Information relating to the financial or business affairs of any particular person (including the authority holding that information)'

Background Papers

The following background papers, not previously available to the public, were taken into account and are available on the Council's website:

None

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