

Item No.	Classification: Open	Date: 13 March 2015	Meeting Name: Cabinet Member for Environment, Recycling, Community Safety and Volunteering (Community Safety and Volunteering)
Report title:		Gateway 2 - Contract Award Approval Domestic Abuse Service	
Ward(s) or groups affected:		All	
From:		Strategic Director for Environment and Leisure	

RECOMMENDATION(S)

1. That the Cabinet Member for Environment, Recycling, Community Safety and Volunteering (Community Safety and Volunteering) approve the award of the domestic abuse service contract to Solace Women's Aid at a maximum annual value of £575,000 per annum starting from 1 July 2015, for a period of three years with an option to extend for a period or periods of up to two years, making a total maximum contract value of £2,875,000.

BACKGROUND INFORMATION

2. Contract prices are not index linked and are therefore not likely to increase year on year.
3. The procurement strategy for this contract was approved by the Cabinet Member for Environment, Recycling, Community Safety and Volunteering (Community Safety and Volunteering) on 19 September 2014.

Procurement project plan (Key Decision)

4. The following procurement timetable was agreed and adhered to with only minor variations:

Activity	Complete by:
DCRB Review Gateway 1:	05/08/2014
CCRB Review Gateway 1:	04/09/2014
Approval of Gateway 1: Procurement strategy report	19/09/2014
Completion of tender documentation	13/11/2014
Publication of public advertisement	22/09/2014
Closing date for receipt of expressions of interest	23/10/2014
Completion of short-listing of applicants	13/11/2014

Invitation to tender	17/11/2014
Closing date for return of tenders	05/01/2015
Completion of clarification meetings/presentations/evaluation interviews	05/02/2015
Completion of evaluation of tenders	05/02/2015
DCRB Review Gateway 2: Contract award report	18/02/2015
CCRB Review Gateway 2: Contract award report	26/02/2015
Approval of Gateway 2: Contract Award Report	12/03/2015
Notification of implementation of Gateway 2 decision	19/03/2015
Alcatel	22/03/2015
Contract award	22/03/2015
Add to Contract Register	22/03/2015
TUPE Consultation period (if applicable)	22/06/2015
Contract start	01/07/2015
Initial Contract completion date	30/06/2018
Contract completion date – if extension(s) exercised	30/06/2020

KEY ISSUES FOR CONSIDERATION

Description of procurement outcomes

5. Based on the procurement process outcomes, the panel recommends the contract is awarded to Solace Women's Aid who is the current provider for the major part of the service.
6. The new contract will provide a holistic service through a hub and spoke model with a single point of access 24/7 to support those who have experienced domestic and sexual abuse (including Female Genital Mutilation (FGM), honour based violence, human trafficking, forced marriage and prostitution) to cope and recover from their experiences. It will reduce risk, increase safety and provide a holistic package of practical and emotional support to service users to enable recovery from trauma and gain independent lives. All work will be based on a Think Family model with Child Assessment Framework (CAF) referrals acted on immediately. It will ensure all service users are aware that they can be supported to report to statutory agencies, including health services, the police and throughout court processes.
7. The service will also provide an integrated prevention programme including working with perpetrators and statutory, voluntary, community and private sector organisations to increase their knowledge of domestic abuse and their ability to support survivors and challenge perpetrators.

8. The service will consist of:
9. Caseworkers (for medium and standard risk clients) trained to National Women's Aid standards which are recognised as equivalent to an Independent Domestic Violence Advocate (IDVA) qualification. They will be based in the hub but will also attend locations across the borough including Multi Agency Safeguarding Hub (MASH). Caseworkers will work with the IDVAs to provide the triage system on a duty rota basis. The maximum waiting time for triage assessment and safety planning (where a referral is received from a professional) will be 24/48 hours. Assessment and initial safety planning for self-referrals will take place immediately at first contact. The ID/SVA or casework team who will make every effort to make contact within four hours for high risk and 48 hours for medium and standard risk.
10. ISVA/IDVAs (for high risk clients) All IDVAs are formally qualified by Coordinated Action against Domestic Abuse (CAADA). IDVAs will work to reduce risk over a concentrated time period working closely with MARAC, Havens, adults' and children's' safeguarding leads and the police and the courts. They will co-locate at Walworth Police Station one day a week. They will carry out a full risk and needs assessment and agree a safety and support plan for each client. They will make supported referrals to external services (e.g. drugs and alcohol, mental health, immigration solicitors, housing) and to internal services (family legal service, immigration casework, counselling service and the Women's Resilience Awareness Programme ,WRAP). Once risk is reduced, cases will be referred to the case workers.
11. Sanctuary Scheme A scheme to install safety measures and allow people who experience domestic abuse or hate crime to remain safely in their homes.
12. Children's Service. A new service based on the filial/coaching model. The Children's Therapist will be a qualified practitioner providing a one to one 12 week play and arts based therapeutic intervention to children and young people and their mothers to help them understand and support her child in the difficulties they are dealing with.
13. Perpetrator Intervention Solace will provide a new perpetrator intervention instead of subcontracting it to DVIP. It will consist of both individual and group work. They will ensure that as part of IRIS, health professionals training covers perpetrators. It also includes 12 sessions a year, aimed at increasing participants understanding of perpetrator behaviour.
14. Identification and Referral to Improve Safety (IRIS) Project. The IRIS Advocate Educator will work alongside the clinical lead, who will be a current GP or senior health practitioner, to deliver the IRIS training programme to 25 GP surgeries and staff in the first year. In addition they will carry a small caseload of referrals specifically from GP surgeries.

15. Training team responsible for the delivery of training to professionals, community organisations, empowerment training programme for service users and the peer advocacy programme. The training includes the following three key elements:
- Training for professionals and community organisations:
 - (a) Awareness programme: run for half a day per month and open to all providers.
 - (b) Champions Programme: a three day programme delivered six times per annum to all providers. This will be extend to include community and faith organisations and are seeking accreditation from the National Open College Network (NOCN).
 - (c) Councillors Programme: two evening sessions delivered twice per annum.
 - WRAP (Women's Resilience Awareness Programme). This programme for survivors will include a series of structured workshops and service user led support groups aimed at improving understanding of domestic and sexual abuse and providing longer term practical and emotional support to build resilience. This includes:
 - (a) Arise Programme: series of six domestic and sexual abuse awareness workshops. Run six times a year.
 - (b) Women's Voices: a fortnightly group, including service user involvement in service development
 - (c) Picking up the Pieces Programme: three sessions supporting mothers to effectively safeguard their children and understand the role of Children's Social Care. Run three times a year.
 - (d) ABC (Assertiveness, Boundaries and Confidence) Programme: six sessions with a focus on supporting emotional and financial resilience (preparation for work, training and education). This currently includes 10 hour work placements at John Lewis. Run four times a year.
 - (e) Training for service users to co-facilitate the Arise, Women's Voices and professionals training.
 - Peer advocacy programme: recruitment, training and 'matching' of volunteers with current service users, in particular those exiting services on the basis that they are experts by experience which enables them to offer peer support. It will specifically target recruitment of peer advocates from those communities currently underrepresented in the referral figures. Applicants must have left the service and not be in an abusive relationship. They will be trained and supported by the training team and will work 1-1 with survivors for one year, offering regular support and ensuring they are able to access community based organisations. They will also present SWA's work to local groups to facilitate awareness across Southwark and promote referrals.
16. In terms of the current service provision, improvements include:
- Considerable increases in the numbers of service users who will achieve agreed service outcomes (this is linked to payment by results)
 - Introduction of WRAP programme to Southwark.

- Increased service capacity with an additional 1.5 caseworker and an IRIS advocate/educator
- A peer advocacy programme which will see the recruitment and training of people who have experienced and overcome domestic abuse with current service users, to enable them to offer peer support.
- Increased co-location: Covering MASH three full days per week (currently three half days a week) and also extended co-locations with other agencies, possibly Troubled Families and housing options
- Introduction of IRIS to deliver the training programme GP surgeries and a dedicated case worker co-located at GP surgeries.
- Improved programme for mothers and children.
- Perpetrators: The new model will involve one to one work with perpetrators and group delivery as appropriate. In addition, 12 sessions a year to a range of agencies to raise awareness around perpetrators.
- Champions training: currently only delivered to council employees, it will be rolled out to include schools, businesses, faith and community groups in recognition of the need to help build a whole system and borough approach.
- Increase of online feedback opportunities and setting up a formal service user committee to increase opportunities for service users to shape the service
- The entire contract value (100 per cent) will be on a payment by results basis (currently 12.5 per cent)

17. In terms of added value to the service (at no cost to the council) it will include

- A part time training worker
- Legal service – there has been a great increase in those unable to access legal aid. Solace will work with Law Works, Rights of Women and private firms to provide survivors with a pro bono service working alongside Solace's own legal aid family law service.

Key/Non Key decisions

18. This report deals with a key decision.

Policy implications

19. This activity is in line with the Safer Southwark Partnership's rolling action and commissioning plan, the Violent Crime Strategy 2010 –15 and the Children and Young People's Plan 2013–16 and the Domestic Abuse Strategy 2015-20, (scheduled for cabinet approval in March 2015). The new contract will allow us to deliver upon our policy commitments as outlined in these documents.
20. The services outlined in this report help to support the council's fairer future promises, as set out in the 2 July 2014 Cabinet report- Delivering a Fairer Future for all in Southwark. More specifically they will help to support fairer future promise 7- Safer Communities, and will contribute to several of the actions within that, of providing a women's safety charter, and delivering a domestic abuse strategy.

Tender process

21. The tender for the domestic abuse service was advertised on 22 September 2014. In line with rules and regulations, it was published on a number of sources, including the Official Journal of the European Union, Southwark for Communities funding portal, Community Action Southwark and a number of domestic abuse specialist providers' networks.
22. In accordance with the agreed gateway 1 procurement strategy, the procurement route followed was a two stage restricted process. Bidders were given until the 23 October 2014 to submit expressions of interest in the form of a pre qualifying questionnaire (PQQ).
23. 26 Organisations expressed an interest in the tender and of those, officers received ten completed PQQ submissions which were opened and logged in line with due process on the 24 October 2014.
24. All ten submissions were scored according to the following criteria: financial information, health and safety track record, equalities and diversity track record, quality assurance, environmental considerations and technical ability.
25. The PQQ evaluation criteria ensured that only service providers with sufficient experience of delivering domestic abuse services would be considered further. It was evaluated as follows:

Criteria	Score	Threshold
a) Company Information	For information only	Non applicable
b) Financial Information	Pass/Fail	Pass
c) Health and Safety	Pass/Fail	Pass
d) Equalities and Diversity	Pass/Fail	Pass
e) Quality Assurance	0-5	3
f) Environmental Considerations	0-5	3
g) Technical Ability	0-100	Various

26. Only six providers passed sections b-f, they also happened to be the ones with the highest technical ability scores so all six were shortlisted and invited to tender on the 17 November with the deadline for submissions of tenders being the 5 January 2015 at 12:00pm.
27. These organisations were: Barnado's, Hestia, Housing for Women, Refuge, Solace Women's Aid and Victim Support.

28. Officers were subsequently contacted by Hestia's representatives informing them that due to competing priorities and limited resources they would not be submitting a tender.
29. Officers held a bidders briefing event on 4 December 2014, which was attended by representatives from the five remaining providers.
30. The bidders' event was an opportunity for providers to learn more about the council's approach to domestic abuse and other VAWG related services, the concept of outcomes based commissioning, the tenders evaluation methodology and to ask questions.
31. A public questions log was kept and circulated twice a week throughout the tendering period.
32. According with council processes, on the 6 January 2015 officers in the legal team conducted a tender opening ceremony. Tenders were received from the following organisations: Refuge, Victim Support and Solace Women's Aid.
33. Officers were informed by Barnado's that they had decided to withdraw from the process because the remit of the contract focused more on adults whilst they focused more on children and young people. They also had concerns in relation to their capacity to respond within the timeframe due to several other tender processes having similar deadlines.

Tender evaluation

34. The tender evaluation panel was made up of:
 - Safer Communities Team Manager, Community Safety Partnership Service, Southwark Council.
 - Multi Agency Safeguarding Hub Manager, Children's and Adults' Services, Southwark Council.
 - Commissioning Manager, Prevention and Inclusion, Children's and Adults' Services, Southwark Council.
 - Safeguarding Children Named Nurse, Clinical Commissioning Group, NHS England.
35. Due to the nature of this service which will support very vulnerable people in very difficult circumstances, the council wanted to send a clear message to potential bidders that for this contract the quality aspect is as important as price. Therefore a 50:50 price quality weighting was agreed at gateway 1 stage and applied throughout the evaluation.

36. The tenders quality assessment was based on the method statements received from the Tenderers in response to the evaluation questions. Each question was weighted according to its importance. Tenderers were required to submit responses to all evaluation questions as follows:

Written Proposal	What are the results we are procuring? Questions:	Weight
Section A 24%	1. Overall Service Vision	2%
	2. Service User Engagement	3%
	3. Outcomes	2%
	4: Service Activity	10%
	5. Performance Management	3%
	6. The Evidence Base	2%
	7. Service set-up and implementation	2%
Written Proposal	What are the chances of success?	Weight
Section B 26%	8. Valuable learning	4%
	9. Local Impact	4%
	10. Participation of Service Users	2%
	11. Continuous Service Improvement	3%
	12. Safeguarding	6%
	13. Equalities & Inclusion	3%
	14. Workforce	3%
	15. Added Value	1%
Total		50%

37. Each question was scored between 0 – 5 according to the guidelines below:

Score	Descriptions
0	Cannot be scored. No submission was made or response given did not address the question or part thereof.
1	Poor. Although the response demonstrates some understanding of the Council's requirements there are some major omissions in relation to the proposed solution to deliver the service.
2	Partially meets requirements. Response broadly meets all or meets some of the Council's requirements but contains minor omissions that can be addressed through the Contract.
3	Satisfactory. A complete response that meets fully the Council's requirements.
4	Exceeds requirements. A good response, which not only meets requirements, but gives some confidence that the Tenderer has a process and plan that can deliver additional benefits and value.
5	Excellent. Outstanding response, exceeds expectations, adds value, shows innovation and creative solutions and gives full confidence.

38. Question 4 which describe the proposed service delivery model and 12 which described the bidders safeguarding processes and procedures required a minimum score of 3 to be achieved in order to be eligible for award of the Contract.

39. In value for money section bidders were asked the following questions:

Written Proposal -	Is this the best use of our resources? Questions:	Weight
Section C	16. Performance targets volume 17. Performance targets cost 18. Payment by Results	20% 20% 10%
Total		50%

40. In question 16 bidders were asked to state their delivery models predicted numbers of service users achieving the outcomes for the categories below for years 1, 2 and 3. Each outcome had an allocated weight in relation to its importance:

Ref	Outcome	Weight
Survivor outcomes		
SO1	Number of service users whose risk of harm has been reduced 3 months after engaging with the service.	3.45%
SO2	Number of service users who experience a reduction in impact and isolation on exiting the service.	2.00%
SO3	Number of service users who experience improved mental and physical well being on exiting the service resilience, confidence and self esteem	1.45%
SO4	Number of service users who are helped to remain safely in their homes.	1.45%
SO5	Number of service users who are involved with service development.	1.45%
SO6	Number of service users who experience no further incidents of domestic abuse at 6 months after exiting the service.	2.45%
SO7	Number of service users who experience no further incidents of domestic abuse at 12 months after exiting the service.	2.00%
Subtotal		14.25%
Perpetrator outcomes		
PO1	Number of service users who change positively in use of abusive behaviour (risk to survivor is reduced).	0.45%
PO2	Number of service users who display increased insight into own use of abusive behaviours.	0.20%
PO3	Number of service users who develop safer ways to behave in relationships (cessation of physical violence).	0.70%
PO4	Number of service users who display improved relationship skills (decrease in non violent forms of abuse).	0.40%
Subtotal		1.75%
Children outcomes		
CO1	Number of children who have increased sense of safety and how to keep safe.	0.75%
CO2	Number of children who have increased confidence and are able to talk about how they feel.	0.75%
Subtotal		1.5%

IRIS outcomes		
IR1	Number of primary health care professionals who are aware of DA signs and how to signpost.	1.00%
IR2	Number of GP referrals into the domestic abuse service.	0.75%
Subtotal		1.75%
Training (non IRIS) outcomes		
TO1	Number of people showing increased understanding of domestic abuse and support services following training.	0.75%
Subtotal		0.75%
Total		20%

41. For each of the outcomes, the bidder submitting the highest total target number (the sum of years 1, 2 and 3) was given the maximum initial score of five. Everyone else received a score relative to the difference between their submission and the top scoring submission for that particular outcome.
42. Question 17 asked bidders about the predicted spend the proposed service would allocate to achieving outcomes for each category. Officers then used these figures and the bidder's proposed outcome targets submitted in questions 16 to calculate an average cost per outcome unit.
43. For each of the outcomes unit average cost, the bidder submitting the lowest cost was given the maximum score of 5. Everyone else received a score relative to the difference between their submission and the top scoring submission for that particular target.
44. Question 18 asked about payment by results. The minimum compulsory payment by results allocation per year was 15 per cent (£86,250). Organisations were invited to offer a higher percentage for each of the three contract years.
45. The organisation which offered the highest percentage above 15 per cent for any given year was awarded five points for that year. Everyone else received a score relative to difference between their submission and the top scoring submission for that particular year. The calculations deducted 15 per cent points from the PBR percentage offered (as 15 per cent is compulsory), and ranked the excess PBR above the 15 per cent threshold.
46. Officers assessed the submitted volume and price figures to robustness and reasonableness checks. In addition it was made clear to bidders that their submitted target figures would become an integral part of the contract's performance management framework and linked to the payment by results element of the contract.
47. The overall panel consensus score for the quality, value for money scores and the final total scores can be found in appendix 1.

Plans for the transition from the old to the new contract

48. As part of the tender process all providers were asked to submit a service implementation project plan including identification of risks and mitigations. Officers will work with the successful provider to further develop and implement this plan.

49. The current contract expires on the 31 March and a three month extension has already been approved through the gateway process. This extension will cover the TUPE transfer period and preparatory work to implement the new elements of the service new payment by results contract management framework, the IRIS programme, the peer mentor scheme, etc.

Plans for monitoring and management of the contract

50. The community safety partnership service (CSPS) is responsible for the commissioning, management and monitoring of the existing contract and will continue to do so for the new contract. The CSPS then reports to the SSP Violence Against Women and Girls (VAWG) delivery group on a quarterly basis. CCG, Police, Probation, Housing, Children and Adult services and PISH are members of this group. In addition the VAWG delivery group reports to the SSP board. It is proposed that this arrangement continues.
51. The new contract will have a robust outcome based performance management framework, based on 100 per cent payment by results. This means that payment of the quarterly fee will depend on the extent to which the provider has achieved the performance targets specified in their tender.
52. The contract will be outcomes focussed, with the provider demonstrating how the service has made changes to individuals' lives and communities.
53. Officers will also monitor the provider's compliance with payment of London Living Wage to its employees.
54. Quarterly monitoring meetings will take the format of contract monitoring reports, meetings with management and staff, feedback from other agencies/professionals and where appropriate with service users. Client files audit will also be conducted at regular intervals.
55. Following the current arrangements, payment will be quarterly in arrears and triggered by a satisfactory contract monitoring meeting, resulting in agreed objectives for the next quarter.
56. There will be annual reviews of the service which will be at the quarter 4 monitoring meeting where overall performance for the year will be evaluated and objectives set for the next year.
57. Dates of contract monitoring meetings and payments (as well as amounts) will be stipulated from the outset in the contract.
58. Officers will build into the contract, notice periods that can be issued on the basis of non compliance with the contract.

Identified risks for the new contract

59. Funding for this contract comes from a number of sources, specifically core funding and grants. Officers will work with the provider throughout the contract life to attract additional funding both to supplement the work being carried out and to complement current funding.

60. The new contract will be funded by the following council business units: Community Safety Partnership Service (CSPS), Children's Social Care, Prevention, Inclusion and Supported Housing (PISH), Housing Strategy, Organisational Development and also a contribution from the Clinical Commissioning Group (CCG) part of the NHS. The contract will reflect the degree of uncertainty of funding and will contain caveats to allow for changes to volume and quantities of activity.
61. Officers will mitigate further with a three month notification period to end the contract at any time.
62. Officers will work closely with the service provider to explore funding options that are available to the voluntary sector but may not be available to the statutory sector, ensuring ongoing sustainability and potential further value for money in future years.
63. The expectation is that TUPE will apply to four full time equivalent members of staff. This will involve staff transferring from the existing providers for the current ISVA service (Victim Support) and the subcontracted perpetrator work (DVIP) to the new provider. The successful provider has extensive experience of TUPE transfers and the dates of the project plan are realistic and have been set with consideration to the TUPE process.
64. Officers have involved the council's employment lawyer to advise on TUPE implications. There are no direct TUPE implications for the council and its role will be to act as a channel through which staffing information can be collated and communicated to bidders.

Community impact statement

65. There is a significant need for this service in Southwark. The service will continue to work with both individuals and communities to raise awareness of domestic abuse issues and provide a service to address domestic abuse. The service will ensure the victims and witnesses of domestic abuse receive the support they need, at the time that they need it.
66. The appointed provider will be asked to develop a robust equalities and diversity monitoring framework as part of the contract. This will allow the council to monitor the demographics of people accessing the service and develop targeted activity in order to address any disproportionality. This data will also be used to identify if there are any particular needs of any particular community group that needs to be addressed.
67. The service provided will continue to be available to all domestic abuse victims regardless of their gender, sexual orientation or faith. The service is available to people over 16 years of age.
68. An equalities analysis was carried out on the procurement strategy followed, no negative potential impacts were identified. The nature of the service is a referral service and an analysis of the current service provision has been carried out in relation to protected characteristics. Future service provision will be monitored in line with this profile and the agreed performance outcomes.

69. The evaluation panel was made up from managers of relevant council service areas and ratified by the Safer Southwark Partnership Violence Against Women and Girls delivery group and senior representatives from key partners. An assessment of potential bidder's equality and diversity approaches formed part of the tender evaluation process.
70. Due to the nature of the service, the extensive consultation, and the involvement of partners in this process, the procurement strategy set out in the gateway report is likely to create only positive impacts in relation to protected characteristics.

Economic considerations

71. Because of the nature of the required services they will be delivered within the local area and that this will provide opportunities for local labour bringing local economic benefits. The service will also provide numerous opportunities for volunteering.

Social considerations

72. The service will improve life chances outcomes for both adults and children experiencing domestic abuse and reduce the impact of violence and isolation. In addition it will reduce the number of Southwark residents who have to flee their homes because of domestic abuse.
73. As part of the tender process the provider was asked to confirm that they will monitor the payment of London Living Wage (LLW) to all its employees and subcontractors involved in delivering the service, in order to fulfil the council's aspirations in relation to LLW.
74. Pursuant to section 149 of the Equality Act 2010 the council has a duty to have due regard in its decision making processes to the need to:
 - a) Eliminate discrimination, harassment, victimisation or other prohibited conduct.
 - b) Advance equality of opportunity between persons who share a relevant protected characteristic and those who do not.
 - c) Foster good relations between those who share a relevant characteristic and those that do not share it.
75. The relevant protected characteristics are age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation. The Public Sector Equality Duty also applies to marriage and civil partnership, but only in relation to (a) above. An equalities analysis on this procurement strategy has been carried out and its findings are summarised in paragraphs 68 to 70.

Environmental considerations

76. Non applicable.

Market considerations

77. This contract is outsourced.

78. The successful supplier is a not for profit organisation.
79. The successful organisation has fewer than 50 employees.
80. Solace Women's Aid is a regional based organisation delivering services in a number of London boroughs.
81. Officers confirm that the procurement process has been carried out on the basis of the known market for these services and that all reasonable efforts have been made to attract maximum interest and participation in the tendering opportunity (as demonstrated within paragraph 20). Officers consider that the market has been properly tested and that the range of tenders received demonstrates adequate competition.

Staffing implications

82. There is no negative impact on internal staff and both the procurement and subsequent contract management will be undertaken using existing resources.

Financial implications

83. The SSP board agreed domestic abuse and violence against women and girls is one of its strategic priorities. The CSPA has allocated resources from its base budgets to the tune of £362,985 per annum for this service.
84. The division also has additional funding of £212,015 per annum from other departments and the CCG comprising:
 - £75,975 from the Prevention, Inclusion and Supported Housing (PISH) team within the Health Community services department.
 - £81,040 from Housing Strategy (please see paragraph 80).
 - £35,000 from Organisational Development.
 - £20,000 from the Clinical Commissioning Group.
85. With the addition of the funding transferred to the environment and leisure department from other departments, this equates to a maximum annual commissioning envelope of £575,000, which is sufficient to meet the proposed annual costs of the contract. In the event there is a reduction in funding for future years, the proposed contract has sufficient flexibility to vary the commissioning of work to ensure that the costs are within the funds available. Officers will mitigate further with a three month notification period to end the contract at any time. The risk of a significant variance to this contract sum is therefore unlikely and will be monitored on a regular basis as part of the departmental revenue monitoring process.
86. There are no further financial implications arising from this procurement.

Legal implications

87. Please see concurrent from the Director of Legal Services

Consultation

88. All service areas contributing to the funding of this contract had an opportunity to input into the procurement process through a domestic abuse procurement working group which had oversight of developing the service specifications, tender documentation and evaluation methodology. The cabinet lead member was consulted on at gateway 1 stage. The tender evaluation panel consisted of four senior officers from four different service areas.
89. Consultation in relation to the commissioning principles, outcomes and service specifications took place with service users through the Southwark Violence Against Women and Girls Forum. Their feedback was taken into account whilst developing the tender process.

Other implications or issues

90. N/A

SUPPLEMENTARY ADVICE FROM OTHER OFFICERS

Head of Procurement

91. This gateway 2 report seeks approval of the award contract for the domestic abuse services contract from 1 July 2015, for up to five years including extensions at a maximum cost of £2,875,000.
92. The report identifies the national and local context to the service requirement and establishes the business case to show how the proposed contract will build upon current practice.
93. The procurement process followed that set out in the gateway 1 report. In a move away from the council's standard, a quality: price ratio of 50:50 was used because of the nature of the service supporting very vulnerable people in difficult circumstances. The evaluation panel consisted of senior officers from four different service areas.
94. The report identifies a number of key risks and mitigating actions. As funding for the contract comes from a variety of sources it contains options to allow for future changes to both volume and quantities of activities.
95. The report sets out the proposed contract monitoring framework including KPIs and notes that quarterly monitoring meetings and annual review meetings will be established. Payment, which will be in arrears, will be dependent on satisfactory performance; it should be noted that the contract includes a payment by results mechanism dependant on the provider delivering key targets.

Director of Legal Services

96. The Director of Legal Services notes the content of this report which seeks approval of the award of a contract for domestic abuse prevention services to Solace Women's Aid.

97. On the basis of the information contained in this report it is confirmed that this procurement was carried out in accordance with Contract Standing Orders (“CSOs”) and the relevant legal requirements. Although there was no obligation to do so under the EU procurement regulations in force at that time, the contract opportunity had also been advertised in the Official Journal of the European Union (“OJEU”) in order to attract the widest possible interest and to demonstrate good procurement practice.
98. Paragraphs 63 and 64 confirm the TUPE implications arising from the proposed contract award. Paragraphs 83 to 85 advise that adequate funding has been identified and set aside to meet the expected costs of the proposed contract, in line with CSOs.
99. CSO 4.5.2 b) reserves to the relevant individual decision maker (the Cabinet Member) the decision to authorise the award of this contract, after consideration by the corporate contracts review board (CCRB) of the report.
100. A contract award notice will need to be posted in the OJEU within 30 days of the award of the contract.
101. Officers should ensure that a further equality analysis is carried out during the lifetime of the proposed contract in order to assess the impact of the services on those individuals and groups having a protected characteristic under the Equality Act 2010, in line with the requirements of the Public Sector Equality Duty contained in the Act.

Strategic Director of Finance and Corporate Services (E&L/14/015)

102. The strategic director of finance and corporate services notes the recommendation in this report for the award of the contract for domestic abuse services. The maximum annual value is £575,000.
103. The financial implications identify the funding for the contract in the year 2015/16. The council’s contribution will come from the general fund budget agreed by council assembly on 25 February 2015. The council faces reductions in its resources from government in coming years. In the event there is a reduction in funding in future years, the proposed contract has sufficient flexibility to vary the commissioning of work to ensure that the costs are within the funds available. The contract will also have a three month notice period to end the contract at any time. Expenditure will be monitored on a regular basis as part of the departmental revenue monitoring process.

BACKGROUND DOCUMENTS

Background documents	Held At	Contact
Gateway 1 Procurement Strategy Approval Domestic Abuse Services	Community Safety Partnership Service, 160 Tooley Street, SE1 2QH	020 7525 7246

APPENDICES

No	Title
Appendix 1	Tender Evaluation scores

AUDIT TRAIL

Lead Officer	Jonathon Toy, Head of Community Safety and Enforcement	
Report Author	Eva Gomez, Safer Communities Team Manager	
Version	Final	
Dated	11 March 2015	
Key Decision?	Yes	
CONSULTATION WITH OTHER OFFICERS / DIRECTORATES / CABINET MEMBER		
Officer Title	Comments Sought	Comments included
Head of Procurement	Yes	Yes
Director of Legal Services	Yes	Yes
Strategic Director of Finance and Corporate Services	Yes	Yes
Cabinet Member	Yes	Yes
Contract Review Boards		
Departmental Contract Review Board	Yes	Yes
Corporate Contract Review Board	Yes	Yes
Cabinet	No	No
Date final report sent to Constitutional Team	11 March 2015	